



**METRO RAILWAY
(OPERATION & MAINTENANCE)**

**ANNEXED TENDER DOCUMENT
FOR
Tender No. : Civil-2587-2026**

**OFFICE OF THE
PRINCIPAL CHIEF ENGINEER
METRO RAILWAY
METRO RAIL BHAVAN
33/1, J.L. NEHRU ROAD
KOLKATA-700071**

(Only for e-tendering through the website of www.ireps.gov.in)

Manual offers are not allowed against this tender. Any such manual offer received shall not be considered and will be summarily rejected.

Name of work: Zonal Contract for arresting of seepage on track bed, treatment of expansion/construction joints of RTS Box/ Elevated structures/ Stations/ Ventilation Shaft, box walls, floors, mezzanine & ceilings by grouting with cement admixed with non-shrinkable water proofing compound and with cementitious grout on both UP & DN track including pit lines and ballastless track from KDSW (Incl.) to Central (Incl.) including Noapara Car Depot of Blue Line and from KNAP (Incl.) to KJHD (Incl.) including Yard Lines at KJHD of Yellow Line of Metro Railway, Kolkata.

Metro Railway
Office of Principal Chief Engineer/Metro Railway
Metro Rail Bhavan, (8th Floor)
33/1, J.L. Nehru Road, Kolkata – 700 071.

Tender No. Civil-2587-2026

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INSTRUCTIONS TO TENDERERS (ITT)

1.0 GENERAL

- 1.1 E-tender have been invited for and on behalf of the President of India through website www.ireps.gov.in for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender no. and tender. No Tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.
- 1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.
- 1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in Para1.2 above as well as Schedule of Tender, General and Special Conditions.
- 1.4 The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.
- 1.5 The Railway may of its own or in response to any clarification requested/suggested by any person including that from the tenderer, may modify this tender document at its sole discretion 15 days before the due date of opening of the tender as corrigendum.
- 1.6 Corrigendum as required may be issued upto 15 days prior to the closing of the tender. These corrigendum of this tender, if any, as issued time to time will be available on website at least 15 days in advance of closing of tender. The tenderers are requested to check the website before submitting their offer whether any such corrigendum to the tender has been issued or not and revise the offer if required accordingly.
- 1.7 This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications of the works, schedule of works / Bill of Quantities & various Annexures etc. All the above mentioned documents taken together if not scored off shall constitute the complete tender document hereafter referred to as “Tender Document” & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.
- 1.8 The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule / Bill of Quantities is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change

in the offer subsequently (after closing of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

- 1.9 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.
- 1.10 Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Bid Security/Earnest Money due to wrong or mis-manipulation of the menus or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.
- 1.11 All documents uploaded or information furnished in the website are digitally signed by the competent tendering authority.
- 1.12 This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e-tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Tender, Schedule of Works / Bill of Quantities are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.
- 1.13 GCC or Indian Railways Standard General Conditions of Contract or Standard General Conditions of Contract wherever mentioned in this document shall mean Indian Railways Standard General Conditions of Contract, April 2022.

2.0 Offer Submission period: Fifteen days prior to closing of Tender, during which Tenderers can submit their offer.

3.0 TENDERER'S POSTAL ADDRESS

- 3.1 **Address of tenderer:** The address, email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered modes.

All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

- 3.2 **Change of address:** Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

4.0 COST OF TENDER DOCUMENT AND MODE OF PAYMENT

Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I of GCC. e-Tender Forms shall be issued free of cost to all tenderers.

5.0 Order of Precedence of Documents:

In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/Acceptance(LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract, April-2022 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and 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.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

6.0 SCOPE OF THE TENDER

E-Tenders have been invited for and on behalf of the President of India for the work, scope of which has been described in the Notice inviting Tender (NIT) and Schedule of work / Bill of Quantities in the website of IREPS. Above scope of the work is indicative only. The tenderer is advised to visit the site of the work and acquaint himself with the site conditions, expected scope and quantum of works involved in his own interest.

7.0 COST OF THE WORK

The cost of work has been detailed in the NIT (Notice Inviting Tender) available online in the website only. Such cost is approximate and is meant only for the guidance of the tenderer.

8.0 THE SCHEDULE OF WORKS / Bill(s) of Quantities

The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

9.0 INSPECTION OF DATA

Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working

drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

10.0 INSPECTION OF SITE

Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all inclusive to accord with the provisions in Clause-37 of the Part-II of GCC, April-2022 for completion of the works to the entire satisfaction of the Railway.

11.0 SUBMISSION OF TENDER

- 11.1 Tender must be submitted online through the website www.ireps.gov.in on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.
- 11.2 The requisite Bid Security/Earnest Money as per NIT should be submitted with the tender in any forms as specified in Para No. 23.0 of Chapter-I.
- 11.3 Tenderers can revise their offers for any number of times till date and time of closing.

12.0 OPENING OF TENDER

- 12.1 Opening of e-tender online:- The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
- 12.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/bandh/strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender.

13.0 PERIOD OF VALIDITY OF THE TENDER

Tenderer shall keep his tender open for a minimum period as stipulated in Notice inviting Tender (NIT) on the website and in this tender document from the date of closing of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resale from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tenderer to extend validity of his offer with aforesaid stipulations enforced.

14.0 PERIOD OF COMPLETION OF THE WORK

The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Notice inviting Tender (NIT) in website and in this tender document and the period shall be reckoned from the date of issue of the letter of acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.

15.0 SPECIFICATIONS OF THE WORK

- 15.1 The work shall be carried out as per specifications contained in the MRSSOR (P.Way & Works), 2016, ERUSSOR-2021, IRUSS-2019, CPWD DSR-2023, CPWD Specifications 2019 Vol I & Vol II and CPWD DSR (Horticulture & Landscaping)-2020 in tender schedule and tender document or otherwise referred to herein. For more information refer Para No.11 of Chapter-II.

16.0 ELIGIBILITY CRITERIA (FOR TENDERS OF VALUE ABOVE RS. 50 LAKHS):

16.1 Eligibility Criteria-Similar Nature of work:

The tenderer has to submit the credential certificate for the completed or substantially completed similar Nature/type of the works. The Similar Nature of Work for this tender is as below:

“Civil Engineering work involving cement grouting/chemical injection in tunnel” which is also mentioned in NIT (Notice Inviting Tender) in the website. Tenderers are requested to ensure themselves that their demanded work satisfies the Similar nature of Work mentioned in the NIT in the website prior to filling and submitting the e-tender.

16.2 Tenderer has to upload with scanned copy/copies as supportive documents/certificates from the Organization for whom they have worked along with the tender offer. Certificates from Govt./Semi Govt./PSU/Govt. Autonomous bodies/Public Limited Company (Govt. Sector) will only be accepted. Certificates from Private individual/Private Limited Company/Public Limited Company (Private Sector) for whom such work are executed shall not be accepted.

16.3 The period mentioned in appropriate paras of technical eligibility criteria shall be reckoned from the last day of month previous to the one in which tender is invited.

17.0 Standard Technical Eligibility Criteria (For Tender Value above Rs.50 Lakhs):

17.1 For the Firm-

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of

work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in Para 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per Para 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 17.1:

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

18.0 Standard Financial Eligibility Criteria (For Tender Value above Rs.50 Lakhs)

18.1 For the Firm-

The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

The tenderers shall submit requisite information as per **Annexure-VIB of GCC, April-2022** or **Annexure-X of this document**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

18.2 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula. Bid capacity is not applicable for the tender having advertised value less than **Rs.10 Crore**. For further detail para 10.3 of Part-I of GCC-2022 may be seen.

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

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

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

18.5 [Explanation for Para 17 & 18 - Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the

total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 17.1 Para 17 of this tenderer document, the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

18.6 SUBMISSION OF CERTIFICATE

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-IX of this document. In addition to Annexure-IX, in case of other than Company/Proprietary firm, Annexure-IX(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/ digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

19.0 Submission of Documents in support of Eligibility Criteria (Paras: 16,17,18 above)

All documents in support of fulfilment of eligibility criteria with respect to completion of 'Similar nature of work for Technical Eligibility Criteria' and 'Minimum Average Annual Contractual Turnover for Financial Eligibility Criteria' **should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures I, IV of this tender document.** No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard. Railways may however call for the originals of the credentials for verification or any clarifications/confirmations on the contents of the documents submitted. Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.

20.0 Documents to be submitted alongwith Tender:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

- (ii) Following documents shall be submitted by the tenderer:
- (a) **Sole Proprietorship Firm:**
- (i) All documents in terms of Paras 17 and 18 above.
- (b) **HUF:**
- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of Paras 17 and 18 above.
- (c) **Partnership Firm:**
- (i) All documents as mentioned in para 18 above.
- (d) **Joint Venture (JV):** All documents as mentioned in Paras 17 and 18 above.
- (e) **Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms Paras 17 and 18 above.
- (f) **LLP (Limited Liability Partnership):**
- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of Paras 17 and 18 above.
- (g) **Registered Society & Registered Trust:**
- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of Paras 17 and 18 above.

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

21.0 Employment/Partnership etc. of Retired Railway Employees:

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

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

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

AND

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

THEN

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

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons in the format given in **Annexure-V of this tender document**.

Note:- If information as required as per Paras 21 (a), (b), (c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of Contract.

22.0 TESTIMONIALS

22.1 **Experience, financial status and ability:** Tenderer is required to upload documents detailed hereunder duly filled in and signed in the website while submitting tenders online for evaluation of his credentials. All these documents are available in website also which may be down loaded on need.

22.2 **List of substantially completed/completed works:** Tenderer is required to submit, along with his e-tender, particulars of all works substantially completed/completed by him for the

Railways or for any other client in the last 07 (seven) years, ending last day of month previous to the one in which tender is invited in the Proforma enclosed as **Annexure-I** of the tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has not completed any work. Supportive certificates from the organizations with whom the tenderer worked should be enclosed giving description of work, value of work at the time of award, date of award, scheduled date of completion, date of actual start, actual date of completion final value of contract etc.

- 22.3 **List of works in hand:** Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client in the Proforma enclosed as **Annexure-IV** of the tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate value of balance work.
- 22.4 **-Deleted-**
- 22.5 **List of court cases and arbitration cases:** Tenderer is also required to submit, along with his tender, list of arbitrations demanded from any clients during the last five years preceding the date of opening of this tender as per **Annexure-VI** of the tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of opening of this tender as per **Annexure-VII** of this tender document.
- 22.6 **List of plant and machinery:** Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Proforma given in **Annexure-II** of the tender document. The tender without this information may be treated as if the tenderer has no plant and machinery available on hand (own) and that no plant and machinery are proposed to be inducted for the subject work.
- 22.7 **List of personnel and organisation:** Tenderer is required to submit, along with his tender, list of Personnel and organisation available on hand (own) and proposed to be engaged for the subject work in Proforma given in **Annexure-III** of the tender document. The tender without this information may be treated as if the tenderer has no personnel and organisation and that no personnel and organisation are proposed to be engaged for the subject work.
- 23.0 **BID SECURITY/EARNEST MONEY :**
- (1) (a) 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. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) 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.
- (c) 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 Para 16 of the Standard General Conditions of Contract April-2022. 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.
- (2) 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 of GCC, April-2022 or Annexure-XI of this tender document** and shall be valid for a period of 90days beyond the bid validity period.
- (3) **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 OS/Tender of Engineering Department as the official nominated before closing date for submission of bids (i.e. excluding the last date of submission of bids)**
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary 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 **Sr. Divisional Engineer/North**, Metro Railway, Metro Rail Bhavan (8th Floor), 33/1 J.L. Nehru Road, Kolkata-700071.
- viii. If the envelope is not sealed and marked as instructed above, the Authority 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.

23.1 REFUND OF BID SECURITY/EARNEST MONEY

- i) Bid Security/Earnest Money of unsuccessful tenderers shall, save as herein provided, be returned to them within a reasonable time. No Interest will be paid on the Earnest money. Also, the Railway shall not be responsible for any loss or depreciation that may happen thereto while in possession of neither the Railway nor it will be liable to pay interest thereon.
- ii) Bid Security/Earnest Money deposited may be returned through NEFT as per the mandate given by the agency through the website. Earnest money shall be refunded through NEFT.

23.2 FORFEITURE OF BID SECURITY/EARNEST MONEY

- 23.2.1 It shall be understood that this tender document has been issued online to the tenderer and the tenderer has been permitted to tender online through website www.ireps.gov.in in consideration of stipulation on his part that, after submitting his tender, he shall not resale from his offer or modify the rates or terms and conditions thereof after online submission or in a manner not acceptable to the Railway. Should the tenderer fail to observe or comply with the foregoing stipulations, full amount of earnest money shall be forfeited.
- 23.2.2 Further, if any modification in rates, terms and conditions is made by tenderer, which is not acceptable to the Railway, subsequent to opening and within the period of validity of his tender and the tenderer refuses to accept award of the contract issued without such modifications, full amount of his earnest money shall be forfeited.
- 23.2.3 The Bid Security/earnest money is also liable to be forfeited in cases where any of the statements and or declarations made by tenderer is proved wrong, false or such as to withhold any information relevant for consideration of the tender.
- 23.2.4 Tenderer, whose tender is accepted, shall be required to appear in person at the office of Principal Chief Engineer, or if tenderer is a firm or incorporation, a duly authorised representative shall so appear at the office inviting this tender and execute contract agreement within seven days of notice from Railway that the contract document is ready. The contract agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute breach of the agreement affected by acceptance of his tender in which case full amount of the earnest money accompanying his tender shall stand forfeited without any other rights or remedies.
- 23.2.5 In the event when tenderer, whose tender is accepted, shall refuse to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as

cancelled and the Railway shall be entitled to forfeit full value of his earnest money and other dues payable to the Contractor under his contract.

- 23.2.6 In the event when tenderer, whose tender is accepted, fails to commence the work within fifteen days after issue of letter of acceptance, provisions contained in Clause 62 of the **GCC-April-2022** shall be applicable.

24.0 TENDER WITHOUT BID SECURITY/EARNEST MONEY

Tender not accompanied with prescribed amount of bid security/earnest money as mentioned in para 23.0 of chapter-I shall be summarily rejected at the time of opening of this tender itself.

25.0 FALSE AND OR INCOMPLETE STATEMENTS

- (i) The Railway reserves the right to verify all statement, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.
- (ii) In case of any wrong information submitted by tenderer, the contract shall be terminated, Bid Security/Earnest Money Deposit (EMD), Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire India Railways for 2 (two) years.

26.0 QUOTATIONS OF RATES

- 26.1 **Quoting rates for all items of the schedule:** Tenderer shall quote his rates online in the tender schedule wherever the portal demanded for quoting the rate. However, quantities of individual items involved in the work are shown in the attached schedule for guidance only and are subject to variation according to requirement of the Railway. The Railway does not guarantee work under each item or each schedule.
- 26.2 Deleted.
- 26.3 The tenderer shall quote his rates with reference to the whole work and not for a portion of the work. Tenders received only for a portion of work are liable to be disqualified. The Metro Railway, Kolkata reserves the right to accept any tender in part or award the work to more than one tenderer in suitable parts.
- 26.4 Tenders containing erasing and/or alterations or over-writings are liable to be rejected. Each correction made by the tenderer in respect of these entries in the tender papers must be attested by him failing which the tender is liable to be rejected.
- 26.5 **Change in quantities and items:** The Railway reserves rights to modify any or all items of the schedules including deletion of any of the item. Therefore, tenderer should quote reasonable and workable rate for each of the item. The contractor shall not be entitled for any revision of rates due to such increase/decrease in quantities of items and payment shall be made on the basis of actual quantities executed under various items and at the accepted rates thereof.
- 26.6 **Fluctuation in market rates:** Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.

26.7 **Rates to include all taxes:** Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorised bodies.

26.8 **Rates in Indian Rupee:** Rates should be quoted in Indian Rupees only.

27.0 REBATE

27.1 If tenderer wishes to give rebate on the rates quoted by him, the same shall be quoted by him on-line in tender schedule in the website. It is to be noted that such rebate, if offered, shall apply on rates for all items of the work and on all schedules of this tender document. Such a rebate should be totally unconditional.

27.2 In case tenderer does not wish to give any rebate, he should quote zero in the specific location of the tender schedule in the website. In case nothing has been quoted by the tenderer during online submission of tender, it shall be treated as 'Zero' by default and accordingly cost of offer and interse position will be calculated and decided by the system itself.

27.3 If tenderer gives any other type of rebate, conditional or otherwise, such a rebate shall **not be considered for evaluation of this tender**, although the Railway may avail of the same in case this tender is awarded to such tenderer.

28.0 SPECIAL CONDITIONS BY TENDERER

28.1 Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender as Annexure. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer; may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.

28.2 In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construed that the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.

29.0 OMISSIONS AND DISCREPANCIES

Should tenderer find discrepancies or omissions in the drawings or otherwise in this tender document or should he be in doubt as to their meaning, he should at once notify the authority inviting this tender who may send a written clarifications to all tenderers. It shall be understood that every endeavour has been made to avoid any error, which can materially affect the basis of this tender. 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.

30.0 UNFORTUNATE SITUATION

If tenderer expires after submission of his tender or after acceptance of his tender, the Railway

shall deem such tender cancelled. If a partner of a firm expires after submission of the tender or after acceptance of thereof, the Railway shall deem such tender as cancelled unless the firm retains its character.

31.0 MAINTENANCE PERIOD OF THE WORK

The work shall be maintained for a period specified in the relevant special condition beyond the date of completion.

32.0 LATE TENDER AND DELAYED TENDER

The Application in the website of IREPS does not permit submission of any offer after closing date and time of the e-tender. Hence there is no scope any late or delayed offer in the online bidding process. There shall not be any Late or delayed tender as tenders are to be submitted online within the stipulated date and time.

33.0 CLARIFICATIONS ON THE TENDER SUBMITTED

To assist in examination, evaluation and comparison of tenders, the Railway or its authorised person may ask the tenderers for clarification, if any, required for such examination, evaluation and or comparison. However, request for such clarification and response, thereof, shall be in writing.

34.0 NEGOTIATION

- 34.1 The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.
- 34.2 Should such a negotiations with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

35.0 COUNTER OFFERS

In cases where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee may be adopted while finalising the tender.

36.0 Right of the Railway to deal with tenders

- 36.1 The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender and tenderer(s) shall neither demand any explanation for the cause of rejection of his/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 36.2 If the tenderer(s) deliberately gives/give wrong information in his/their tender or creates/create circumstances for the acceptance of his/ their tender, the Railway reserves the right to reject such tender at any stage.
- 36.3 If the tenderer(s) expire(s) after the submission of his/their tender or after acceptance of his/their offer, the Railway shall deem such tender cancelled. If a partner of a firm expires

after the submission of their tender or after acceptance of their tender the Railway shall deem such tender as cancelled unless the firm retains its character.

37.0 LETTER OF AWARD / ACCEPTANCE (LOA)

- 37.1 Acceptance of this tender shall be communicated to the successful tenderer, whose tender would be accepted by the Railway, at the address given by him in his e-tender in the website. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.
- 37.2 The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway shall refund the bid security/earnest money to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.
- 38.0** The tenderers in their bids shall indicate the details of their Jurisdictional Assessing Officers [GST] (Designation, address & email id). In case of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by Purchaser to the Jurisdictional Assessing Officer [GST] mentioned in the Tenderer's bid.

Metro Railway
Office of the Chief Engineer
8th Floor, Metro Rail Bhavan
33/1, J.L.Nehru Road, Kolkata-700 071

SPECIAL CONDITIONS OF CONTRACT

1.01 Object:

- i. The Special Conditions set hereunder refer to the work as set forth in the Tender Notice.
- ii. Works to be executed under this contract are to be carried out in accordance with the special conditions of contract mentioned hereunder, specifications, schedule of items and drawings.
- iii. Where not provided for expressly in the above documents the work shall conform to Indian Railways Standard General Conditions of Contract, April 2022 as amended up to date.

1.02 Scope of Work:

- i. The work consists **"Zonal Contract for arresting of seepage on track bed, treatment of expansion/construction joints of RTS Box/ Elevated structures/ Stations/ Ventilation Shaft, box walls, floors, mezzanine & ceilings by grouting with cement admixed with non-shrinkable water proofing compound and with cementitious grout on both UP & DN track including pit lines and ballastless track from KDSW (Incl.) to Central (Incl.) including Noapara Car Depot of Blue Line and from KNAP (Incl.) to KJHD (Incl.) including Yard Lines at KJHD of Yellow Line of Metro Railway, Kolkata"**.
- ii. The amounts shown in the Schedule of Work / Bill(s) of Quantities at Chapter-IV are only anticipated approximate amounts and it may vary depending on the actual requirements during the period of contract. The contractor shall not be entitled to any claim and/or increase in the rates whatsoever on account of variation in the amounts of the individual items or of the total contract value.
- iii. While doing the works, the contractor shall cause least inconvenience either to the travelling public or to the Metro Railway officials
- iv. Debris which will come out during the execution of works should be immediately disposed from site to contractor's own disposal ground.

1.03 Site of work, drawings etc.:

- i) The tenderer is advised to inspect the site for the work **"Zonal Contract for arresting of seepage on track bed, treatment of expansion/construction joints of RTS Box/ Elevated structures/ Stations/ Ventilation Shaft, box walls, floors, mezzanine & ceilings by grouting with cement admixed with non-shrinkable water proofing compound and with cementitious grout on both UP & DN track including pit lines and ballastless track from KDSW (Incl.) to Central (Incl.) including Noapara Car Depot of Blue Line and from KNAP (Incl.) to KJHD (Incl.) including Yard Lines at KJHD of Yellow Line of Metro Railway, Kolkata"** to acquaint himself and to assess beforehand difficulties likely to come across in respect of man, materials, access to sites, restrictions in working, restrictions in plying the trucks on the surface imposed by police, lighting, water supply and so on.

- ii) By submission of his tender, it shall be deemed that the contractor has examined and understood the work and satisfied himself regarding the site condition and all other factors which have bearing on the rates and successful execution of works.
- iii) A small piece of plot required for contractor's site office/stores may be allotted free of cost somewhere in the vicinity of the section to the extent considered justified by Metro Railway up to the completion period of works. After completion of the work, the contractor shall clear the plot (without waiting for maintenance period) under his temporary occupation to its original shape and condition without any extra cost to Metro Railway and hand it over to Metro Railway without any encumbrance within one month of completion of works. In the event failure to clear the site, the Metro Railway will get this done through another agency at contractor's cost.

1.04 Restrictions in working conditions:

- i. The works in general will have to be done outside the area enveloped by the Railway Tracks energized with an energy passing third rail inside the RTS Box/Elevated Structure of Metro Railway.
- ii. All works within the tunnel/Elevated Structure will have to be done after commercial hours during every night (between 23.00 hrs to 05.00 hrs). The extent of working time will be ensured by the Supervisor in charge. No female labour will be allowed for night working.
- iii. Emergency works of P.Way arising out of accidents/derailments may however to be tackled at any time of the day and night instantaneously at short notice, if directed.
- iv. All labour, materials tools & plants etc. required for the work will have to be arranged by the contractor at his own cost. No materials will be arranged by Metro Railway either on free of cost basis or on cost recovery basis except those stated elsewhere in this Tender Document.
- v. The contractor shall warn all staff working under him about the presence of electrified 3rd rail & prevent them from going near it when it is live.
- vi. No labour shall go down the platform level unless power block has been taken by the Railway Representative and the power is switched off from the 3rd Rail. The work below platform level shall be performed during such time as will be specified in a written authority given to the contractor or his supervisor by the representative of Metro Railway.
- vii. The contractor has to make programme for working and submit the same to the supervisor in charge at least 3 days before. Accordingly, the supervisor arrange for permit to work under power block etc. In the event of non granting permit, to work on any day on administrative ground, the contractor will have no claim whatsoever for idle labour and/or otherwise. This aspect will be taken into account while quoting the rate of schedule item.
- viii. For tackling emergent works like immediate repairs of tracks, etc., the contractor should be in a position to mobilize his labour and materials instantaneously at a very short notice. Metro Railway representative will inform the contractor in case of emergency. For this purpose agency's responsible representative should always be available at a point (day & night) so that he can receive the Engineer's instruction without any loss of time.
- ix. For the safe working of his labour and staff, the contractor will be entirely responsible regarding danger of electrocution due to presence of electrified 3rd rail and the live cables inside the RTS Box. The contractor shall make his labour and staff aware and conversant with the possible danger with the help and advice of Metro Railway's supervisor. Such advice shall be arranged free of cost at contractor's request.
- x. The work will be done in such a manner without damaging any asset of the Metro Railway. If any asset is damaged by the contractor, he will have to repair the same at his own cost. If repairs are not done to the satisfaction of in charge of the Department, the assessed cost of

- repair as determined by Metro Rly. will be recovered from contractor's bill and security deposit.
- xi. Before leaving the work site (RTS Box/Elevated Structure), the contractor or his supervisor shall ensure that no materials, debris, slush, scaffoldings etc. remain inside the box which may affect the running of the next commercial services. The contractor shall also inform the Metro Rly.'s supervisor in charge before leaving the site.
 - xii. The contractor, his supervisor labour and staff will be allowed to go inside the RTS box/Elevated Structure along with the authorized representative of Metro Railway. The contractor and his supervisor or labour or staff can be searched by the Metro Railway security and inspecting staff to prevent theft or from other consideration of security/safety.
 - xiii. All satisfactory/adequate precautions shall be taken by the contractor while doing works near platforms, stairs etc. which are subjected to intensive use of passengers.
 - xiv. The restriction on account of existence of the energized third rail etc. referred to in the above various parts shall be applicable not only for attending to the works in the RTS Box/Tunnel/Elevated Structure but also for Car Depot complex yard.

1.05 Time schedule for completion:

- i. **The contract shall be in force upto 30.06.2028.** The work as may be arising in the nature of maintenance and emergency repairs, shall be taken up instantaneously and completed then and there on emergency basis, during the period of contract.
- ii. All other works in the nature of ordinary repairs maintenance etc. shall be done to a programme as may be mutually agreed upon within the period of contract.
- iii. For any works to be done under Schedule – IV covering Metro Railway's Standard Schedule of Rates' 2016 (P.Way& Works), CPWD DSR-2020 for Horticulture & DSR-2023, necessary work orders will be issued to the contractor.

1.06 Maintenance period:

The maintenance period for this particular contract will be **06 (Six) months** from the certified date of completion.

1.07 Books of reference

Tenderer should possess following books and should go through them:

- i) The CPWD Specifications(Vol. I&II)- 2019 edition with all correction slips issued time to time and up-to-date, for the purpose of specifications of works and materials.
- ii) The **CPWD Delhi Schedule of Rates (DSR-2023) Vol.I & Vol.II; CPWD DSR (Horticulture & Landscaping) -2020** with all correction slips up to date of inviting of tender.
- iii) The Indian Railways Standard General Conditions of Contract, 2022 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as '**GCC, April-2022**' for the purpose of general conditions of contract.
- iv) The Eastern Railways Unified Standard Schedule of Rates-2021 with all correction slips issued time to time, hereinafter referred to as '**ERUSSOR-2021**' for specifications and rates.
- v) The Indian Railways Unified Standard Specification – 2019 with all correction slips issued time to time, hereinafter referred to as '**IRUSS-2019**' for specifications.
- vi) Metro Railway, Kolkata's Standard Schedule of Rates (Works), Feb 2016, with all correction slips issued time to time and up to date, hereinafter referred to as **MRSSOR (Works)-2016** for specifications and rates.
- vii) Metro Railway, Kolkata's Standard Schedule of Rates (P.Way), Feb 2016, with all correction slips issued time to time and up to date, hereinafter referred to as **MRSSOR (P.Way)-2016** for specifications and rates.

1.08 Inconsistency in this tender document

- i) All the aforesaid books of reference' shall be read with all up-to-date correction slips issued thereto from time to time. These books of reference shall govern the contract and shall form

integral part thereof subject to modification, addition or suppression by special conditions of contract and/or special specifications of the work as contained in this tender document. However, in case of any inconsistency and contradictions between the books of reference and the Special Conditions and Specifications, the Special Conditions and Specifications shall prevail. It must be noted that English version of this entire document will prevail.

- ii) All books, specifications, references and codes referred to hereinafter shall mean latest edition thereof incorporating all up-to-date correction slips and amendments issued thereto.

2.0 PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE

- 2.1 The contractor shall not allow any road vehicle belonging to him or to his agents to ply in railway land next to running railway line. If for execution of certain works, such as earthwork, supply of ballast etc, it becomes necessary to use road vehicles in railway land next to the running railway line, the contractor shall apply to the engineer-in-charge for giving permission for such type of work with individual vehicles number, names and license particulars of the drivers, locations of works, duration and timings for such movement etc. The engineer-in-charge or his authorised representative will personally counsel, examine and certify all such road vehicles drivers, contractor's flagmen and supervisor, and will give written permission with name of road vehicles, their drivers, contractor's flagmen and supervisors etc to be deployed on the work along with location, period and timing of the work. This permission will be subject to obligatory conditions detailed hereunder in subsequent sub-Para:
- 2.2 The nominated vehicles and their drivers will only be utilised for the work and only in presence of at least one of the flagman and one of the supervisor certified for such work as above.
- 2.3 The contractor shall remain fully responsible for ensuring safety and, in case of any accident, shall bear cost of all damages to his equipment and men and also all damages to the Railway and its passengers. The Engineer-in-charge may impose any other conditions necessary for a particular work site.

3.0 PREVENTION OF ACCIDENTS

- 3.1 The contractor shall be responsible for the safety his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.
- 3.2 The contractor shall ensure safety of his workmen by posting necessary flagmen, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running railway line. Similar action would be taken, while working on or near road in use.
- 3.3 The contractor shall protect the site of the work, excavated areas etc by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.
- 3.4 Should any accident take place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organisation and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.

4.0 Deployment of Qualified Engineers at Work site by the Contractor

- 4.1 The contractor shall also employ Qualified Graduate Engineer or equivalent, qualified Diploma Engineer, based on the value of contract as specified below for full duration of the contract.

Sl. No.	Contract Value	No. of Engineering Degree graduate or Diploma Engineer to be employed	Duration
1.	Rs. 200 Lakh and above	One Qualified Graduate Civil Engineer	Till completion of the work
2.	More than Rs. 25 Lakh & above but less than 200 Lakh	One Qualified Diploma Engineer (Civil)	Till completion of the work

- 4.2 In case the contractor fails to employ the qualified engineer as aforesaid above, he in terms of provision of the clause will be liable to pay an amount of Rs.40,000/- for each month or part thereof in default in case of Degree Engineer & Rs.25,000/- for each month or part thereof in default in case of Diploma Engineer.

5.0 SECURITY DEPOSIT

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

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

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

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

- 5.2 (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
- (a) Final Payment of the Contract as per clause 51 (1) of GCC, April-2022 and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50 (1) of GCC, April- 2022, in case applicable.
- 5.2 (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, April-2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, April-2022, the Security Deposit shall not be forfeited.
- 5.3 No interest shall be payable upon the Bid Security/Earnest Money and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of **Sub-Clause 6.0 (b) below** will be payable with interest accrued thereon.

6.0 PERFORMANCE GUARANTEE:

The procedure for obtaining Performance Guarantee is outlined below:

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

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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms: -
 - (i) A deposit of Cash,
 - (ii) Irrevocable Bank Guarantee,
 - (iii) Insurance Surety Bond as per Annexure-XIII

Note:

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/Fresh Performance Security, in any

form as given above, before expiry of existing Insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value,
 - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - (vii) Deposit in the Post Office Savings Bank;
 - (viii) Deposit in the National Savings Certificates;
 - (ix) Twelve years National Defence Certificates;
 - (x) Ten years Defence Deposits;
 - (xi) National Defence Bonds and
 - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of **FA&CAO, Metro Railway, Kolkata** (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee in favour of **FA&CAO, Metro Railway, Kolkata** shall be submitted by the successful bidder after the Letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after the physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of:
- i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii) Failure by the contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service notice to this effect by Engineer.
- iii) The contractor being determined or rescinded under Para 62 of the GCC, April-2022.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 – 5% (inclusive)	Nil
Below 5%	5%

MODEL FORM OF PERFORMANCE BANK GUARANTEE BOND attached as Annexure- XII

MODEL FORM OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY attached as Annexure-XIII

7.0 RECOVERY OF TAXES:

7.1 Income tax

- i) In terms of section 101 (c) of the income tax act, 1961, income tax including surcharge levied there on shall be deducted, without any exception from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the central government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to his final account with the respective income tax officer. However, where specified written instructions are received from the respective income tax officers in regards to this contract, the same would be followed.
- ii) Income tax @ 2% of the gross amount will be recovered from all bills of the contractor in terms of section 194 (c) of the income tax act, 1961 as introduced through the finance, act, 1972.

7.2 Care in Submission of Tenders

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the **Standard General Conditions of Contract, April-2022** for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of central Goods & Service Tax act, 2017 (CGST)/Integrated Goods & Service Tax act, 2017 (IGST) Union Territory Goods & service Tax act 2017 (UTGST)/respective States State Goods and Service Tax act (SGST) also, as notified by central/state government as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST act to Rly. immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST act, the Railway shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
- (a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to :

Wrong/incorrect invoices issued by Contractor;
No-filing of GST returns;

Non-payment of GST collected from Indian Railways to the authorities;
Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with a any actual or threatened claim, legal action, directly or indirectly , of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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

- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**8.0 Extract of Clause No. 37 of GCC, April-2022 is reproduced below:-
Rates for Items of Works:**

The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

9.0 PRICE VARIATION CLAUSE/PARA : Price Variation Clause/Para will not be applicable in this tender.

10.0 VARIATION OF QUANTITY:

- (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
- (ii) 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.
- (iii) 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
 - a. 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;
 - b. 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;
 - c. 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.
 - d. Variation to quantities of Minor Value Item:

The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.

- d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

- d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
- d.(iii) Variation in quantities of individual minor value item beyond 200% 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.
- (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

11.0 SPECIFICATIONS OF WORK AND MATERIALS

- 11.1** Entire work shall be carried out in accordance with the specifications contained in Tender Schedule / Bill of Quantities, CPWD Specifications-2019, CPWD DSR-2023, IRUSS-2019, ERUSSOR-2021 and MRSSOR (P.Way & Works)-2016 subject to modification, addition, supersession by the special specifications contained in this tender document.
- 11.2** Any specifications, not covered by this tender document, shall be in accordance with relevant IRS codes, BIS codes and or IRC codes read in the order as they appear here.
- 11.3** Materials to be supplied by the contractor for the work shall conform to specifications contained in the Tender Schedule / Bill of Quantities, CPWD Specifications-2019, DSR-2023, and MRSSOR (P.Way & Works)-2016. If called upon, the contractor shall state the actual source of supply of materials to be supplied by him and shall submit samples for prior approval. During execution of the work, all materials brought to the site by the contractor must be offered for inspection and passing by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.
- 11.4** All paints/distemper including plastic paint to be used shall only be those manufactured by one of the following firms or any other approved brand and of colour and shade approved beforehand by the Engineer. These materials shall be brought in sealed drums and each such drum shall be opened in the presence of the Engineer before use.

M/s Jenson Nicholson.

M/s British/Berger Paints.

M/s Shalimar Paints.

I.C.I.

Nerolac

Asian Paint

11.5 Guidelines for procurement of Steel Items in Railway Project/Contracts.

Ref: EDCE(G)/Railway Board's letter No.2007/CE-I/CT/8 dt.01.05.12

- (a) All reinforcement Steel (TMT Bars) and Structural Steel shall be procured as per specifications mentioned in BIS's documents– IS:1786 and IS:2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.
- (b) These steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of steel, having integrated steel plants (ISP), using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel, as per Ministry of Steel's guidelines.
- (c) However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG Officer of the Zonal railway on case to case basis for this purpose.
- (d) Following firms/plants shall be considered qualifying the criteria given in Clause 10.5 (b).
 - i) SAIL – Plant at Bhilai/Durgapur/Bokaro/Rourkela
 - ii) TISCO – Plant at Jamshedpur
 - iii) IISCO – Plant at Burnpur
 - iv) Alloy Steel Plant – Plant at Durgapur
 - v) Visheswaria Iron & Steel Ltd. – Plant at Bhadravati, Karnataka
 - vi) RINL – Plant at Vishakapatnam
 - vii) JINDAL – Plant at Raigarh.

11.6 The sanitary fittings to be supplied shall be of Jaquar or Similar approved brand and are subject to prior submission of samples and approval thereof.

11.7 Contractor shall furnish copy of the test certificate for cement, reinforcement steel, structural steel issued by the manufacturer for lot from which supply has been taken by the contractor and also furnish the source where the same has been purchased. The Railway reserves the right to take the samples of the materials supplied by the contractor and to get the same tested in reputed laboratories at the cost of the contractor and the results thereof shall be binding on the contractor. Cement bags should bear the information in legible marking of manufacturer's name, registered trade mark of the manufacturer if any, type of cement, weight of each bag in kg, date of manufacture as well as month and year of manufacture, and will bear ISI certification mark.

11.8 Samples of materials to be supplied by the contractor may be got tested at the contractor's cost in any recognized laboratory at the sole discretion of the Engineer.

12.0 Public Procurement (Preference to Make in India) Order-2017

This tender complies with Public Procurement (Preference to Make in India) Order-2017 dated

15.06.2017. Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

13.0 RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS

- 13.1 The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.
- 13.2 The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.
- 13.3 Part of the work finished but not taken over by the Railway shall be treated as contractors materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto.

14.0 RECOVERY OF CESS

Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderer for carrying out any construction work in West Bengal must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and Rules made thereto by the Govt. of West Bengal, and submit certificate of Registration issued by the Registering Officer of the Govt. of West Bengal (Labour Department). The cess shall be deducted from contractor's bill as per provisions of the Act.

The deduction of Building and Other Construction Workers' Welfare Cess shall be done at 1% of taxable value (excluding GST). Rly. Bd's letter No. 2025/CE-I/CT/3/Workers Welfare Cess dtd. 01/02.01.2026.

15.0 Consumption of Cement

The yardstick for cement consumption shall be in accordance with **Chapter-V** enclosed in this tender document.

16.0 Payments

- i) Measurements, certificates and payments to the contractor shall be governed by Clause-44 to 53 of the Indian Railway General Conditions of Contract, April-2022 unless otherwise expressly stated.
- ii) Income Tax @ 2% of the gross amount will be deduced from all bills of the contractor in accordance with relevant section of the current Income Tax Act (subject to any other amendments from time to time) unless the contractor produces an exemption order from the respective Income Tax authorities against such recoveries
- iii) Payment to the contractor is to be made through NEFT system (National Electronic Fund Transfer System). A specimen NEFT mandate form is enclosed as Annexure – VIII of this tender document for this purpose.
- iv) The tenderer for carrying out any construction work in West Bengal must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction

Workers Act, 1996 and Rules made thereto by the Govt. of West Bengal, and submit certificate of Registration issued by the Registering Officer of the Govt. of West Bengal (Labour Department). The cess shall be deducted from contractor's bill as per provisions of the Act.

The deduction of Building and Other Construction Workers' Welfare Cess shall be done at 1% of taxable value (excluding GST). Rly. Bd's letter No. 2025/CE-I/CT/3/Workers Welfare Cess dtd. 01/02.01.2026.

16.1 Claims:

- (i) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.
- (ii) Signing of "No Claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

17.0 Construction equipment:

- i) The contractor shall arrange and operate all necessary tools & plants, machineries and equipment's necessary for successful and timely completion of the work at no extra cost to Metro Railway.
- ii) The contractor may also take on hire any other plant and machinery that may be available with Metro Railway at which Metro Railway may agree to hire out to contractor on terms and conditions as may be fixed by Metro Railway.

18.0 Power Supply:

If the contractor requires some electricity from Metro Railway for the purpose of performing this contract, he shall take the same at his own cost on the following terms and conditions:-

- i) Application for electric supply shall be addressed by the contractor to Chief Electrical Engineer, Metro Railway, for sanctioning through proper channel, and should clearly indicate.
 - A) Location of load.
 - B) Type of load.
 - C) Connected load in KW.
 - D) Duration required.
 - E) The agency who will execute the works on behalf of the contractor.
- ii) All terminal arrangement to receive supply from Metro Railway source should be made by the contractor by providing adequate capacity ICIP/ICITPN switched and certified energy meter and power shall be taken from the nearest supply point, which will be identified by the electrical engineer, Metro Railway for the respective one.

- iii) All electrical installations made by the party shall comply with the statutory regulations of Indian Electricity Act and Indian Electricity rules as amended from time to time, and
- iv) No connection will be given unless the same is inspected by an Electrical Engineer authorized by CEE/M. Rly. For the purpose sanctioned by the Chief Electrical Engineer, Metro Railway, Kolkata. The Electricity charges will be recovered at the rate and manner prescribed by the Metro Railway from time to time.
- v) The electricity charges for the required duration shall be payable in advance for the full period of duration. It is advisable to apply for durations in spells not exceeding 3 months. Power will be supplied only after a regulation and proof of payment indicated.
- vi) The power supply will be disconnected forthwith if it is detected that installation is not being maintained safely or if drawl of power is in excess of sanctioned load, sanction of duration or installation is unauthorized tampered with.

19.0 Facilities for other contractor:

The contractor shall afford all reasonable facilities to other contractors employed by Metro Railway or by any local or other authority to execute work on the site including the contractors of Electrical and Signal Department.

20.0 Surface Drains:

The contractor shall ensure that the systems of surface drain now prevailing at the site to serve the need of drainage of the track bed are not affected.

21.0 Unforeseen items :

If in the course of the work, any unforeseen items of work not already covered by the Schedule of Items / Bill(s) of Quantities in Chapter-IV are required to be done, the rate for the same shall be fixed by mutual agreement based on similar or corresponding or a combination of items of work available in the Metro Railways Standard Schedule of Rates – 2016 (P.Way & Works), ERUSSOR – 2021 and DSR 2023 corrected up to date as the case may be depending on the nature and specification of the work involved or by any other procedure mutually agreed upon. If, however, the work is of an entirely different nature, the rate to be paid shall be for (i) direct materials (ii) direct labour (iii) hire charges for major plants and machineries (iv) supervision charges and contractors profit by 15% which includes the cost of minor tools, plants and establishment supervision etc. on item (i), (ii) & (iii).

22.0 Contractor's overall responsibility:

- i) The contractor shall get the Police Verification of the persons engaged by him for their present and permanent addresses. He will also arrange for issuance of Gate Passes bearing Photograph and name of the persons.
- ii) The responsibility of Police Verification and engaging a person with appropriate credentials lies solely with the contractor only. In absence of Police Verification Report, proof of application for obtaining such report will have to be produced. In case of any failure in this, the contractor will be liable for stern action as per rule.
- iii) This is to reiterate that the contractor's overall responsibility for all the risks to the works, workmen and damages to Railways property or to third party's properties/lives etc. as already laid down in para-24 of the General Conditions of Contract, April-2022 and rates include all such contingencies. If the contractor desires to cover these risks by taking insurance that he

may do so, but it should be clearly noted that premium for insurance shall be paid by the contractor and Metro Railway shall not reimburse the premium as the rate already includes such charges for risk coverage.

23.0 Disposal of released materials:

All released materials, if any shall have to be returned to the stores of IOW/PWI or any stores depot of Metro Railway as per instruction of Engineer-in-charge of the work unless otherwise specified in the schedule.

24.0 Quality Assurances and Reduced Payment

- 24.1 The contractor shall supply all materials and execute all works according to the specification and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of **GCC, April-2022**.
- 24.2 Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixer and concrete should be vibrated by vibrator of appropriate design. All charges for working of machines viz. fuels, drivers, repairs, etc. will have to be borne by the contractor. No extra payment will be made on this account.
- 24.3 In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at Site.

25.0 OPTION TO TAKE PAYMENT THROUGH A LETTER OF CREDIT (LC) ARRANGEMENT:

- (i) For all the tenders having advertised cost of **Rs.10 lakh or above**, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System -the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal with release of payment through LC:
 - (a) The LC shall be a sight LC.
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.023% per

annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

- (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorisation after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorisation.
- (h) The Document of Authorisation shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (j) The contractor shall take print out of the Document of Authorisation available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorisation, bill of exchange and Bill.
- (k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorisation received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor, i.e., not through LC.

26.0 Provision of Contract Labour (Regulation & abolition) Act, 1970:

- i) The Contract shall comply with the provision of the contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- ii) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work, Any failure to fulfil the requirement shall attract the penal provision of the Act.
- iii) The Contractor shall pay to the labour employed by him directly or through dub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- iv) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.
- v) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the section 20, Sub-section (2) and section 2, Sub-section (4) of the aforesaid Act, the railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-section (1) of section 20 and Sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for the which the Railway might become liable in contesting such claim. The decision of the Principal Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

27.0 Apprentice Act-1961:

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules & orders issued there under from time to time in respect of Apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out the contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will be a breach of the contract the Rly. may, in its discretion, rescind the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

28.0 Wages to Labour:

The Contractor shall be responsible to ensure compliance with the provision of the minimum wages Act, 1948 (hereinafter referred to as the "said Act") and the Rules made there under in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railways by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

29.0 Updation of Labour Data on Railway's Shramik Kalyan Portal by Contractor:

Contractor is to abide by the provisions of various labour laws in terms of above Clause 54, 55, 55-A and 55-B of Indian Railways General Condition of Contract, April-2022. In order to ensure the same, an application has been developed and posted on web site "www.shramikkalyan.indianrailways.gov.in". Contactor 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) Contactor shall apply for one time registration of his company/firm etc in the Shramik Kalyan Portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Contractors registration on the portal within 7 days of receipt of such request.
- (b) Contactor once approved by any Engineer, can create password with login ID (PAN NO) for subsequent use of portal for all Letter of Acceptances (LOAs) issued in his favour.
- (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on Shramik Kalyan 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 Wages payment to them on Shramik Kalyan 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.

While processing payment of any ' On Account Bill ' or 'Final Bill' or release of 'Advances' or ' Performance Guarantee/ Security deposits', Contractor shall submit a Certificate to the Engineer or Engineer's representative that "I have uploaded the correct details of contract labours engaged in connection with this contract and payment made to them during the Wage period in Railway's Shramik Kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till-----Month-----Year."

30.0 PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR:

The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workman & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

- (a) The Contractor shall at once remove from the works any agents, permitted sub-contractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.
- (b) In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

31.0 FORCE MAJEURE CLAUSE/PARA

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Chief Engineer, Metro Railway as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

32.0 ANTI-LARVAL WORK

During the progress of work, the contractor shall be responsible for anti-larval work in the area to maintain reasonable hygienic conditions.

33.0 PENALTY CLAUSE/PARA:

- i. If due to contractor's work, Metro Railway's commercial service affects in any way or lead to any unsafe/hazardous condition, an amount equal to a minimum of Rs.10000/- or the cost towards loss to Metro Railway which is higher as may be decided by M. Rly. will be deducted from contractor's bill.
- ii. Any work order whose work is not complete on the Date of completion, will be finalized with 10% penalty on the work order value i.e. the portion of work done will be billed and 10% penalty on the full work order value will be imposed.

34.0 TOKEN PENALTY TO SPECIAL CONDITIONS OF CONTRACT

- 34.1 The existing clause 17(B) of GCC, April-2022 provides for recovery of liquidated damages from the contractor for delay in completion of work. In addition to the above provision in GCC, April-2022 the competent authority while granting extension to the currency of contract under

clause 17(B) of GCC, April-2022 may also consider levy of token penalty as deemed fit based on the merit of the case.

- 34.2 Individual work order for works to be executed shall be issued for works at specific locations. The duration of each work order will be as per actual requirement but well within the original date of completion of the contract. The items, quantities of all such work orders shall be within the agreemental quantity. The work orders for individual works shall be prepared by SSEs/JEs (Works/P.Way) and put up to Sr. DEN duly signed by the contractor for approval through concerned AEN/DEN. Work will be executed as per approved work order. Work order should be put up in time to avoid delay in execution of work. For this, a register shall be maintained by SSEs/JEs (Works/P.Way) showing the work order number, description of works, quantity, cost and date of completion etc. After completion of the work against a particular work order, the bill for the said work order can be paid.

SPECIAL SPECIFICATIONS

1.0 GENERAL:

- i. The specifications given hereunder are special specifications and cover only specialized items of works. Specification for works and materials not expressly covered by these special specifications will be as per CPWD Specifications (Vol. I&II)- 2019 as corrected up to date, and if not covered by CPWD Specifications (Vol. 1&2)- 2019, they will be as per relevant I.S. specifications.
- ii. Wherever there is a conflict between the special specifications given hereunder and CPWD Specifications (Vol. 1&2)- 2019 or I.S specifications, the former shall prevail.
- iii. Works that are not covered by any of the above specifications shall be of best practice followed in the profession, and the product shall be free from all defects.
- iv. Unless otherwise expressly stated to the contrary either in Chapter - IV or elsewhere in this Tender document, the rates quoted in Chapter - IV are for complete works as made ready for use, including all labour, material, leads, lifts water, electricity, fuel, tools, plants, machinery, transport, etc. complete as enjoined in clause 37 of the General Conditions of Contract.
- v. Unless otherwise expressly stated to the contrary either in Chapter - IV or elsewhere in this tender document, the method of measurement and other guidelines as generally laid down in the Metro Railway's Standard Schedule of Rates, 2016 (P-Way/Works), CPWD DSR-2023, CPWD DSR (Horticulture& Horticulture) and ERUSSOR - 2021 as corrected up to date, shall equally be applicable for this contract.
- vi. The contractor shall submit necessary documents in the authentication of materials used in works to the satisfaction of the Engineer in Charge.

2.0 Miscellaneous/unforeseen items:

If in the course of the work, any unforeseen items of work not already covered by the schedule of items in Chapter – IV are required to be done, the rates for the same shall be fixed by mutual agreement based on similar or corresponding or a combination of items of work available in the Metro Railway's Standard Schedule of Rates, 2016 (P-Way/Works), CPWD DSR-2023, ERUSSOR-2021 and CPWD DSR (Horticulture & Landscaping) - 2020 corrected up to date as the case may be depending on the nature and specification of the work involved or by any other procedure mutually agreed upon. If, however, the work is of an entirely different nature, the rate to be paid shall be for (i) direct materials, (ii) direct labour, (iii) hire charges for major plants and machinery, (iv) supervision charges and Contractor's profit by 15% or whichever is applicable of which includes the cost of minor tools, plants and establishment, supervision etc. on item (i), (ii), (iii).

3.0 SALVAGE VALUE:

Unless otherwise expressly stated to the contrary all released materials while carrying out repairs and maintenance, construction under the concerned items shall come Contractor's property for which salvage value will be as follows:

Salvage value of Wood = Rs. 8000/- per M3.

Salvage value of Aluminium = Rs. 100/- per Kg.

Salvage value of Iron = Rs. 32260/- per MT. (Irrespective of CI, GI etc.)

The decision of the site Engineer-in-charge about the condition of wood & iron over which salvage value is to be considered is final and binding to the Contractor.

4.0 The contractor shall be paid only after the disposal of silt/muck/debris or any other released materials from the site to the contractor's own disposal ground to the full satisfaction of the Engineer in charge.

5.0 Cement and steel shall be paid vide respective items as per actual consumption at the site, if any. The rate includes all lead, lift, descend, taxes and wastage.

6.0 Clearance of De-silting muck & debris:

The contractor shall keep the site of work clean from debris/muck etc., during the contract period. The contractor shall be responsible for taking out all debris/muck etc., generated out of work daily from the RTS box/elevated structure. 1% of the gross amount shall be deducted from each on account bill of the contractor—final bill and payment to be made after cleaning of the worksite with full satisfaction of Engineer-in-charge.

7.0 Supply of Materials:

All the materials to be supplied by the agency must be approved by the competent authority. All items of fittings should bear the logo/name of the manufacturer. Metro Railway may also collect samples of items (as may be desired) and send the same to any testing house for test if required. The cost of such testing shall be borne by the contractor at no extra cost to the Metro Railway.

8.0 General:

- 8.1 No track work shall be undertaken without the presence of at least P.Way supervisor of Metro Railway. At the end of work, the contractor's men working at any spot shall not leave the work spot unless permitted to do so by the P. Way supervisor of M. Rly, who will make sure that the tracks, Points & crossing etc. are safe & fit to permit the train services.
- 8.2 It should be noted that as this is maintenance work, the operations of the schedule of items of Chapter – IV would be as per the requirement of the site and as decided by the engineer at the site. It may not be necessary to complete all quantities of a particular item continuously. Hence, the contractor will be liable to engage different numbers of labours as may be required from time to time as directed. 1% amount will be deducted from each on account bill, which will be released in the final bill on getting a certificate from respective JE/SSE that all debris/muck etc., released during work has been removed from RTS BOX/Elevated Structure.
- 8.3 As this is maintenance work, allotment of work, as well as issue of materials (if any) will be given progressively as felt necessary by the Engineer-in-Charge. The contractor cannot claim any extra amount of work even on the basis of idle labour.
- 8.4 All the materials issued to the agency by Metro Rly. should be kept in the safe custody of the contractor. The materials released out of the execution of the items are to be handed over to any store depot of Metro Rly., Kolkata, as directed by Engineer-in-Charge.

Bill (s) of Quantities

Schedule of Items, Quantities, Rates and Amount for the work of “Zonal Contract for arresting of seepage on track bed, treatment of expansion/construction joints of RTS Box/ Elevated structures/ Stations/ Ventilation Shaft, box walls, floors, mezzanine & ceilings by grouting with cement admixed with non-shrinkable water proofing compound and with cementitious grout on both UP & DN track including pit lines and ballastless track from KDSW (Incl.) to Central (Incl.) including Noapara Car Depot of Blue Line and from KNAP (Incl.) to KJHD (Incl.) including Yard Lines at KJHD of Yellow Line of Metro Railway, Kolkata”.

Item No.	Description of Work	Qty	Unit	Rate (Rs.)	Amount (Rs.)
Schedule A- Metro Railway SSOR (P.Way) -2016 Items					
1	Any item of works provided in the Metro Railway Standard Schedule of Rates (P.Way) -2016. (Basic Value Rs.64,37,339.84 + Escalation 44.23% = Rs.92,84,575.25)		Lump Sum		9284575.25
Total of Schedule A:					9284575.25
Schedule B : Metro Railway SSOR (Works) -2016 Items					
1	Any Item of works provided in the Metro Railway Standard Schedule of Rates (Works) -2016. (Basic Value Rs.30,00,000.00 + Escalation 49.53% = Rs.44,85,900.00)		Lump Sum		4485900.00
Total of Schedule B:					4485900.00
Schedule C : Eastern Railway USSOR-2021 Items					
1	Any other items of works not provided in the above schedules but are required to be carried out for satisfactory completion as per Eastern Rly USSOR-2021. (Basic Value Rs.10,00,000.00 + Escalation 0% = Rs.10,00,000.00)		Lump Sum		1000000.00
Total of Schedule C:					1000000.00
Grand Total:					14770475.25

Grand Total : Rupees One Crore Forty Seven Lakh Seventy Thousand Four Hundred Seventy Five and Paise Twenty Five Only.

Scale of Cement Consumption

The scale of consumption of cement in number of 50 Kg. cement bag for various works are laid down below. Reasonable issue of cement for works to the Contractor will be as per these ceiling limits or actual which ever is less.

Mix.

Table No. 1 : Cement Mortar
Quantity of cement in 50 Kg. bag.
Per. 1 Cum of Mortar.

Mix.	
1 : 1	20.76 Bags
1 : 1 1/2	16.46 Bags
1 : 2	13.65 Bags
1 : 2 1/2	11.65 Bags
1 : 3	10.16 Bags
1 : 4	8.12 Bags
1 : 5	5.74 Bags
Mix	

Table No. II : Cement Concrete
Quantity of cement in 50 Kg. bag.
Per 1 Cum of Concrete.

Mix	
1 : 1 1/2 : 3	8.12 Bags
1 : 2 : 4	6.42 Bags
1 : 2 1/2 : 5	5.27 Bags
1 : 3 : 6	4.51 Bags
1 : 4 : 8	3.37 Bags
1 : 5 : 10	3.00 Bags

Note : Where gravel is used as aggregate the above quantities shall be reduced by 5%.

Mix

Table No., III : Brick Masonry
Quantity of cement in 50 Kg. bag
Per 1 Cum of Masonry.

Mix	
	i) Walls up to and including 250 mm thickness
1 : 2	3.41 Bags
1 : 3	2.54 Bags
1 : 4	2.03 Bags
1 : 6	1.44 Bags
	ii) Wall above 250 mm thick.
1 : 2	3.82 Bags
1 : 3	2.85 Bags
1 : 4	2.27 Bags
1 : 6	1.61 Bags

Table No. IV : Plastering

MIX.	Quantity of cement in 50 KG bag per 10 Sqm. Of Plastering
	i) For 6 mm thick plastering.
1 : 2	0.99 Bags.
1 : 3	0.73 Bags.
	ii) For 13 mm thick plastering
1 : 2	2.13 Bags
1 : 3	1.59 Bags
1 : 4	1.27 Bags
1 : 6	0.90 Bags
1 : 8	0.65 Bags
	iii) For 20 mm thick plastering.
1 : 2	3.28 Bags
1 : 3	2.44 Bags
1 : 4	1.95 Bags
1 : 6	1.38 Bags
	iv) for 25 mm thick plastering.
1 : 2	4.09 Bags
1 : 3	3.05 Bags
1 : 4	2.44 Bags
1 : 6	1.72 Bags
Note : For punning add extra 0.27 bags per 10 Sqm.	

MIX.

Table No. V : pointing Ruled/Flush
Quantity of Cement in 50 Kg. bag per 10 Sqm.

1 : 2	0.62 Bags
1 : 3	0.47 Bags
1 : 4	0.37 Bags
1 : 6	0.26 Bags

Mix and
Thickness.

Table No. VI : Flooring(Artificial Stone)
Quantity of cement in 50 Kg. bag per 10 Sqm.

1 : 2 : 4	1.63 Bags.
1" thick	
1 : 2 : 4	2.44 Bags.
1 1/2" thick.	

Mix and
Thickness.

Table No. VII : Dampproof Course
Quantity of cement in 50 Kg. bags per 10 Sqm.

1 : 2 Mortar	
1 1/2" thick	1.73 Bags.
1" thick	1.63 Bags

DETAILS OF WORKS COMPLETED BY THE TENDERER DURING LAST SEVEN YEARS

Sl No	NAME OF WORK AND CONTRACT AGREEMENT NUMBER	NATURE OF WORK	NAME AND ADDRESS OF CLIENT/PEPT.	ORIGINAL CONTRACT VALUE	DATE OF AWARD OF WORK	SCHEDULE DATE OF COMPLETION	ACTUAL DATE OF START OF WORK	ACTUAL DATE OF COMPLETION	PAYMENT RECEIVED UP TO DATE	FINAL VALUE OF THE CONTRACT
1	2	3	4	5	6	7	8	9	10	11

Signature of the tenderer
with Date and Stamp

DETAILS OF PLANT AND MACHINERY WITH THE TENDERER

List of plant and Machinery available on hand (own) and proposed to be inducted (own and hired) for the subject work should be given separately

SN	DESCRIPTION OF PLANT AND MACHINERY	NO. OF SUCH PLANT AND MACHINERY	DATE OF PURCHASE AND OWNER	MANUFACTU RER AND DATE OF MANUFACTUR E	DRIVEN BY PETROL/DIESEL /ELECTRIC	CONDITION OF THE PLANT AND MACHINERY	WHERE IT CAN BE INSPECTE D	OWNED/PR OPS TO BE OWNED FOR THE WORK	FROM WHOM IT WOULD BE HIRED
1	2	3	4	5	6	7	8	9	10

Signature of the tenderer
with Date and Stamp

DETAILS OF PERSONNEL AND ORGANIZATION OF THE TENDERER

List of Personnel and Organization available on hand (own) and proposed to be engaged for the subject work should be given

SN	NAME OF PERONNEL	AGE	TECHNICAL QUALIFICATI ON	RELATION WITH THE TENDERER	COMMENCEMENT OF PRESENT EMPLOYMENT	TOTAL EXPERIE NCE	EMOLUMENT
1	2	3	4	5	6	7	8

Signature of the tenderer
with Date and Stamp

ANNEXURE-IV

DETAILS OF WORKS THE TENDERER PRESENTLY ON HAND

S.No.	NAME OF THE WORK AND CONTRACT AGREEMENT NUMBER	NATURE OF THE WORK	ADDRESS OF CLINT /DEPT	ORIGINAL CONTRACT VALUE	DATE OF AWARD OF THE WORK	SCHEDULE D DATE OF COMPLETI ON	PAYMENT RECEIVED UP TO DATE	APROXIM ATE VALUE OF BALANCE WORK	REMARKS
1	2	3	4	5	6	7	8	9	10

Signature of the tenderer
with Date and Stamp

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS WITH THE TENDERER

S N	NAME OF OFFICER	RELATION OF THE OFFICER WITH THE TENDERER	DESIGNATION AND PLACE OF POSTING OF THE OFFICER WHILE WORKING ON RAILWAYS	DATE OF RETIREMENT OF THE OFFICER	PARTICULARS OF THE PERMISSION TAKEN FOR ASSOCIATION WITH THE TENDERER	HAS ALL NECESSARY CERTIFICATES ENCLOSED
1	2	3	4	5	6	7

Signature of the Tenderer
with Date and stamp

ANNEXURE-VI

List of Arbitration Cases of the Tenderer during Last five Years

SL. No.	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT / DEPTT.	AMOUNT OF CLAIM REFERRED WITH DATE	CLAIM OF THE DEPT. IF ANY	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THE CASE
1	2	3	4	5	6	7	8

Signature of the tenderer
with Date and Stamp

ANNEXURE-VII

List of Court Cases of the Tenderer during Last five Years

SL. NO.	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT /DEPTT.	NAME OF THE COURT	REFERENCE AND DATE OF FILING THE CASE	RELIEF SOUGHT	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THE CASE
1	2	3	4	5	6	7	8	9

Signature of the tenderer
with Date and Stamp

NEFT MANDATE FORM

Dated :

FROM:

TO
FA & CAO
METRO RAILWAY
KOLKATA

Sub : Willingness to Receive Payment through RBI's NEFT System.

We refer to the National Electronic Fund Transfer (NEFT) System being set up by Metro Railway, Kolkata for remittance of our payments using RBI's NEFT Scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account.

NAME OF ORGANISATION AND ADDRESS :

IFSC CODE :

MICR CODE :

BANK NAME :

BRANCH NAME AND
ADDRESS :

BRANCH TELE/FAX NO. :

ACCOUNT NO. :

TYPE OF ACCOUNT :

We have agreed to accept all the terms and conditions of National Electronic Fund Transfer System. A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Encl : As stated above.

Confirmed by Bank

Signature & Stamp

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

I.....(Name and designation)**appointed as the attorney/authorized signatory of the tenderer,

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

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Reference- Para 6.1 of ITT of GCC (Part-I)-2022

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

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

1. I/We certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railway or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC,2022

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. 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.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports. _____

(Signature of Chartered Accountant)

Name of CA: _____

Registration No: _____

(Seal)

Annexure –XI

Ref. Para 5 of the Instructions to Tenderers of GCC, 2022

(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 **FA&CAO,**
Metro Railway, Kolkata

Beneficiary: FA&CAO, Metro Railway, Kolkata

Date:-----

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through **Sr. Divisional Engineer, Metro Railway, Metro Rail Bhavan (8th Floor), 33/1 J.L. Nehru Road, Kolkata-700071 (Designation & address of Contract Signing Authority)**, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No.._____, We have been informed that **[Insert name of the Bidder]**..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") . WHEREAS, the Bidder is required to furnish Bid Security for the sum of **[Insert required Value of Bid Security]**, in the form of Bank Guarantee, according to conditions of Bid.

AND

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

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

absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....***[insert date of issue]***till***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

MODEL FORM OF PERFORMANCE BANK GUARANTEE BOND

GUARANTEE BOND

To
The President of India
Acting through : FA&CAO/Metro Railway/Kolkata.

Bank Guarantee Bond
No.....
Date..... for
Rs.....valid
upto.....

1. In consideration of the President of India acting through the Financial Advisor & Chief Accounts Officer, Metro Railway, Kolkata (herein after called “the Government”) having agreed to exempt **(Firm Name & Address)** (herein after called “the said contractor(s)”) from the demand, under the terms and conditions of an agreement/Acceptance Letter No. _____ dated _____ made between **Sr. Divisional Engineer, Metro Railway, Kolkata** and **(Firm Name & Address)** for **(Tender No. & Name of Work)** (herein after called “the said Agreement”), of Performance Guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of an irrevocable Bank Guarantee drawn in favour of FA&CAO/Metro Railway, Kolkata for **Rs. _____ (Rupees _____) only.**

We, **(Name of the Bank)**, having its Head Office at **(Address)** and Branch office at **(Branch Address of the Bank)** (herein after referred to as “the Bank”) at the request of **(Name of Firm)** [contractor(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. ____/- (Rupees _____) only against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement/ Acceptance Letter No. _____ dated _____ & the tender document in which the contractor has submitted his offer.

We, **(Name of the Bank Address & Branch)** do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government acting through Financial Advisor & Chief Accounts Officer, Metro Railway, Kolkata stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the 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 _____) only.

3. We undertake to pay the Government acting through Financial Advisor & Chief Accounts Officer, Metro Railway, Kolkata, any money so demanded notwithstanding any dispute or dispute(s) raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending 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 thereunder and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

Signature of Bank Official with
Seal and stamp

Bank Guarantee Bond No..... Date..... for Rs.....valid upto.....

4 We, **(Name of the Bank, Address & Branch)**, 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 the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Sr. Divisional Engineer, Metro Railway, Kolkata, Ministry of Railways certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the **(Date of completion + 2 months thereafter)** we shall be discharged from all liability under this guarantee thereafter.

5 We, **(Name of the Bank, Address & Branch)**, further agree with the government acting through FA & CAO/Metro Rly., that the Government 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 the Government against the said Contractor(s) and to forbear or enforce any terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the Law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, **(Name of the Bank, Address & Branch)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated, the _____ day of 20____

Signature of Bank Official with
Seal and stamp

Reference Para16.(4) of GCC

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,

Acting through

.....,

Railway. Date:.....

Surety Bond No:.....

Issue Date:.....

Amount of Bond:.....

Expiry Date:.....

WHERE AS, In consideration of the President of India acting through

.....(*Designation & address of contract signing authority*),.....Railway,....., (hereinafter called "The Railway") having accepted the bid of MIS XXXXX hereinafter called the contractor, for the work of XXX" under invitation for bids No XXXX Dated XXXXX, Vide Letter of Acceptance No.....

AND

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

SB No:

Date:

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

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

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated the day of 2025

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

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters].....

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

[P/Attorney]No.

Witness

- 1.
- 2.

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

-----XXXXX-----