



e-TENDER DOCUMENT

Supply & application of Loctite, Kent, Devcon or any other functionally similar product, a thread Locker Adhesive as an Anti-Vibration, Anti-theft & Anti-Sabotage measures for HSFG Bolts in Composite /OWG Girder Bridges in connection with DN Katni Grade Separator Project in Katni district, Madhya Pradesh.

NIT No.: IRCON/2074/KATNI-GS/Tender/Loctite/Date :17.07.2026

PART-I

TECHNICAL BID

July -2026

IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)
C-4, DISTRICT CENTRE, SAKET,
NEW DELHI-110017

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Web: www.ircon.org

CIN: L45203DL1976GOI008171

Project Office: Third Floor, Above Maruti Suzuki Showroom, Near
Jhinhri Police Station, NH-7, Jabalpur Road, Katni-483501 (MP), Ph.

07622-262369

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SECTION - I

e-Procurement Notice



IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)



NIT No.: IRCON/2074/KATNI-GS/Tender/Loctite/Date : 17.07.2026

e-PROCUREMENT NOTICE
(National Competitive Bidding)

1.0 General Manager/Katni Grade Separator, Ircon International Limited ,Third Floor, Above Maruti Suzuki Showroom, Near Jhinhri Police Station,NH-7, Jabalpur Road, Katni-483501 (MP), Landline :- 07622-262369, Mobile No 9560595059, E-mail :katnigs.2074@ircon.org & dk.pandey@ircon.org, for and on behalf of **West Central Railway, Jabalpur** invites online bids of **Open tender** on prescribed forms from bonafide firms/companies('J.V' firms not allowed) having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/ corrigendum, condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

1.1. The brief particulars of the Project and the tender are as follows in the Key Information Table (KIT):

S.No.	Particular	Details/ Reference of Clause
1.	Name of Work	Supply & application of Loctite, Kent, Devcon or any other functionally similar product, a thread Locker Adhesive as an Anti-Vibration, Anti-theft & Anti- Sabotage measures for HSFG Bolts in Composite /OWG Girder Bridges in connection with DN Katni Grade Separator Project in Katni district, Madhya Pradesh.
2.	Estimated Cost of Work	Rs. 8,11,90,950/-
3.	Completion Period	05 Months (refer SCC Cl 22.0)
4.	Publishing Date	17 .07.2026 at 18.55 Hrs
5.	Bid Document Download/ Start Date	17 .07.2026 at 18.55 Hrs
6.	Clarification Start Date & Time	20 .07.2026 11:30 Hrs
7.	Clarification End Date & Time	28 .07.2026 at 17:30 Hrs
8.	Pre-bid Meeting Date, Time & Venue (Optional)	-
9.	Email for receiving Pre bid queries	katnigs.2074@ircon.org & dk.pandey@ircon.org
10.	Last date for receiving Prebid Queries	-

S.No.	Particular	Details/ Reference of Clause
11.	Bid Submission Start Date & Time	31 .07.2026 at 09:00 Hrs
12.	Bid Submission End Date & Time	07.08.2026 at 15:00 Hrs
13.	Bid Opening Date & Time	08.08.2026 at 15:00 Hrs
14.	Type of Tender	Open Tender
15.	No. of Packets	Two Packet
16.	e-Procurement Portal	https://etenders.gov.in/eprocure/app
17.	Fee for participating in the bidding (Non-Refundable)	Rs. 20,000/- (refer e-Procurement Notice Cl 4.5)
18.	Earnest Money Deposit	Rs. 9,11,910/- Pay order/ Demand draft should be payable at Katni (refer ITT Cl .9)
19.	Tender Box location address to submit physical document, if any	Katni Grade Separator, Ircon International Limited, Third Floor, Above Maruti Suzuki Showroom, Near Jhinhri Police Station, NH-7, Jabalpur Road, Katni-483501 (MP) (refer Cl. 9 & Annexure-VII of ITT)
20.	Validity of the Bid	90 days after the date of opening (Technical Bid) of the tender.
21.	Place of Registration of firm/company:	Anywhere in India in case of National Competitive bidding (refer ITT Cl 1.2)
22.	Whether Joint Venture (JV) is permitted or not.	Not Permitted
23.	Maximum no. of JV members allowed.	Not Applicable
24.	Client/ Owner Name	(Refer ITT Cl 1.4 a))
25.	Employer/ Executing Agency Name & address	(Refer ITT Cl 1.4 b))
26.	Scope of Work	(Refer SCC Cl 3.0)
27.	Purchase Preference to MSEs	Not Applicable
28.	Proforma for Statement of Minor Deviations	Annexure-IV(A) of ITT (Refer ITT Cl 6 & 7)
29.	Statement of Minor Deviations with Price in the Financial Bid	Annexure-IV(AA) of Bill of Quantity (BOQ) (Refer ITT Cl 6 & 7)

S.No.	Particular	Details/ Reference of Clause
30.	Performance Security	5 % of Contract Value (refer SCC Cl 14.0)
31.	Retention Money	Refer SCC Cl 14.0
32.	Insurance	Refer SCC Cl 15.0
33.	Price Variation	Refer SCC Cl 8.0 & IR GCC Clause.
34.	Submission of Performance Security	Within 21 days from the date of issue of Letter of Acceptance (LOA) (refer SCC Cl 14.0)
35.	Defect Liability Period	(Refer SCC Cl 75.0) i.e 12 months from the date of completion of work.
36	Singing of Agreement	within 28days after the date of issue of Letter of Acceptance (LOA) (Refer SCC clause 18.5)

2.0 Website: <https://etenders.gov.in/eprocure/app> may be referred for detailed terms and conditions of the bidding documents, which is available online. Amendments / Corrigendum / Addendum if any would be hosted on the website only.

3.0 **Essential Qualifying Criteria:**

Eligibility of the applicants shall be assessed based on the “Essential Qualifying Criteria” as given in Annexure-V to “Instructions to Tenderers”

4.0 **Accessing of Bid Documents & Fee for participating in the bidding**

- 4.1. The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://etenders.gov.in/eprocure/app> free of cost.
- 4.2. Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.
- 4.3. It is mandatory for all the bidders to have class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IRCON.
- 4.4. It is mandatory for the bidders to get their firm/ company registered with e-procurement portal <https://etenders.gov.in/eprocure/app> to have user ID & password. A firm/ company who has registered with the e-Procurement portal as a single entity in the individual capacity can submit the tender either as individual firm/ company or joint venture/ consortium, if JV/ consortium is permitted.

- 4.5. Tender documents will be available online on website <https://etenders.gov.in/eprocure/app> as per date mentioned in key information table (KIT). However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of 20,000/- towards the cost of one set of tender documents through NEFT or RTGS only in IRCON's 50200027670429, RTGS/IFSC code: HDFC0000732 at HDFC Bank, Rahul Sadan, Hira Ganji, Bhagwati Chowk, Katni (M.P)
- 5.0 Instructions **to Bidders for Online Bid Submission on the e-Procurement portal** <https://etenders.gov.in/eprocure/app>. Bidders may download and refer the “Instructions for Online Bid Submission” from(<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsugep2?page=StandardBiddingDocuments&service=page>).
- 6.0 Pre-bid meeting: Not applicable.
- 7.0 IRCON may issue addendum(s)/ corrigendum(s) to the tender documents. In such case, the addendum(s)/ corrigendum(s) shall be issued and placed on website <https://etenders.gov.in/eprocure/app> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to keep checking the web site for any such corrigendum/ addendum till the bid submission end date and time, and ensure that bid submitted by them are in accordance with all the corrigendum(s)/ addendum(s). Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.
- 8.0 The tender documents shall be submitted online in the prescribed format given on the website and technical bids received online shall be opened as per date mentioned in **Key Information Table (KIT)** or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”. Bill of Quantities with rates duly filled in along with Proforma for statement of minor deviations (**Annexure-IVAA**) with price adjustment for each deviation(s) duly filled in are to be submitted in the format provided online in the name of “Financial Bid”. Hence, physical submission of the documents is limited to submission of original Earnest Money Deposit in the form of Pay Order/ Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee (Note: In case of e-BG physical submission of Bank Guarantee is not required) as per provision given in sub-clause 9.1 of Instructions to Tenderers. Representative of the bidder, who wish to attend in person, may attend the

online opening of the bids on the scheduled date and time of Bid opening by IRCON Officials. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.

- 9.0 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://etenders.gov.in/eprocure/app> ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
- 10.0 The bidders are advised to submit their e-bids well before the e-bid submission due date and time. IRCON shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- 11.0 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).
- 12.0 Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.
- 13.0 **Any tender received without original Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.**
- 14.0 IRCON reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. IRCON's assessment of suitability as per eligibility criteria shall be final and binding.
- 15.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of IRCON in this regard shall be final and binding.
- 16.0 IRCON reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against

such disqualified tenderers shall be taken as per above clause no.: 15.0 of Notice Inviting Tender.

- 16.1. The tenderers shall submit affidavit stating that all their statements/ documents submitted along with bid are true and correct. Standard format of affidavit to be submitted by the bidder is enclosed as **Annexure-IV**. Non submission of above affidavit by the bidder shall result in summarily rejection of his/ their bid.
- 17.0 The validity of the offer shall be for the period indicated in Key Information Table (KIT) in Para 1.1 of e-Procurement Notice” after the date of opening (Technical Bid) of the tender.
- 18.0 Public Procurement (Preference to Make in India), Order 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.

For & On behalf of

West Central Railway, Jabalpur

General Manager/Project Head
IRCON INTERNATIONAL LIMITED
Katni Grade Separator Project
Third Floor, Above Maruti Suzuki Showroom,
Near Jhinhri Police Station, NH-7, Jabalpur
Road, Katni-483501 (MP)
E-mail :katnigs.2074@ircon.org
Land line: 07622-262369 Mobile No-
9560595059

Section-II

Form of Bid

FORM OF BID

To

IRCON INTERNATIONAL LIMITED

Acting Through

General Manager

IRCON INTERNATIONAL LTD.,

Katni Grade Separator Bypass Line Project

3rd Floor, Above Maruti Suzuki Show Room,

Near Jhinhari Police Station, NH-7,

Jabalpur Road Katni 483501 (MP)

Dear Sir,

I/We,..... (Name and address of the tenderer) have read the various terms and conditions of the e-procurement document attached here with duly signed by me/us and agree to abide by the same. I/we also agree to keep this tender open for acceptance **within the period of the validity of bids** and on default thereof our Earnest Money is liable to be forfeited.

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates, of construction materials, water, electricity, all local taxes royalties, octroi etc. availability of local labour (both skilled and unskilled), relevant, octroi etc. availability of local labour (both skilled and unskilled), relevant labour rates and labour laws, the existing road and approaches to the site of work, requirements for further service roads/approaches to be constructed by me/us the availability and rates of private land etc. that may be required by me/us for various purpose, climatic conditions, law and order situation and availability of working days.

I/We have quote our rates for various items in the Bill of Quantities taking into account all the above factors and I/we offer to do the work **“Supply & application of Loctite, Kent, Devcon or any other functionally similar product, a thread Locker Adhesive as an Anti-Vibration, Anti-theft & Anti- Sabotage measures for HSFG Bolts in Composite /OWG Girder Bridges in connection with DN Katni Grade Separator Project in Katni district, Madhya Pradesh”** at the rates quoted in the attached Bill of Quantities and hereby bind ourselves to complete the work in all respects within time schedule depicted in tender documents from the date of issue of letter of acceptance of tender.

I/we also understand that until a formal Contract Agreement is executed, Letter of Acceptance along with all tender documents shall constitute a binding contract between me/us and Ircon International Limited.

Our Bank Account No for the purpose of refund of EMD is..... (Account No.....
Name of A/C Holder..... other details for NEFT /RTGS).

Thanking You,

Yours Faithfully,

Signature..... and name of
the Signatory..... in Capacity of
duly authorized to sign bids for and on behalf of.

_____ (in Block
Capital letters)

Date this..... day of.....2026

Section-III

Instructions to Tenderers.

Instruction to Tenderers

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INSTRUCTIONS TO TENDERERS

A.

1 General

- 1.1 Name of the Work: As indicated in 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice'
- 1.2 "A bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company/ Joint Venture (JV) (if permitted as per clause 1.2.2 below) can participate in the tender and the bidder must upload copies of the constitution of its firm such as Partnership Deed, Registration Certificate, Memorandum & Articles of Association, etc., as applicable, MOU/ Joint Venture agreement, if applicable, duly attested by the authorized signatory along with Power of Attorney of authorized signatory, signing the e-bid documents digitally as well as manually, duly attested by Notary Public".Place of Registration of firm/ company as indicated in "Key Information Table (KIT) in Para 1.1 of e-Procurement Notice".
 - 1.2.1 Place of Registration of firm/ company as indicated in "Key Information Table (KIT) in Para 1.1 of e-Procurement Notice".
 - 1.2.2 Please refer Key Information Table (KIT) in Para 1.1 of e-Procurement Notice to check whether Joint Venture (JV) is permitted or not permitted to participate in the tender.
 - 1.2.2.1 In case of tender where Indian Railway's GCC is applicable, JV Clauses of Indian Railway GCC shall be applicable and clauses 1.2.4 (a) to (h) will not be applicable.
 - 1.2.3 Foreign bidder as a single entity is not permitted to participate in the national competitive bidding, if it is not legally valid firm/ company registered in India as per Indian laws. However, if Joint Venture is permitted in this tender as per sub-clause no. 1.2.2 above, then foreign bidder can participate as a member of JV. Foreign bidder from a country which shares land border with India also has to satisfy the requirements mentioned in sub-clause 1.3 below.
 - 1.2.4 **Joint Venture Clause (Not Applicable)**
 - 1.2.5 **Participation of Partnership Firms:**
 - 1.2.5.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
 - 1.2.5.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

1.2.5.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

1.2.5.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from the Employer and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Employer and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform the Employer beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract as per the contract Conditions.

1.2.5.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

1.2.5.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

1.2.5.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

1.2.5.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

1.2.5.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

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

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

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

(c) Governing laws:

The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

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

1.3 Any bidder from a country, which shares a land border with India, will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority which shall be the ~~nominated~~ / Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Further, any bidder (including an Indian Bidder) who has a specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also be required to be registered with the same competent authority as above.

The above requirement of registration of bidders who have specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be applicable for all Procurements where tenders are issued/ published after 01.04.2023

- i) "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Clause means: -
- a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country;
- ii) The beneficial owner for the purpose of (i) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include

identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

- iii) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(NOTE:

a) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

b) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

- iv) The successful bidder shall not be allowed to sub-contract works to any contractor from a country, which shares a land border with India unless such contractor is registered with the Competent Authority

- v) The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

- vi) If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

1.3.1 *“Transfer of Technology”* means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

1.3.2 *“Specified Transfer of Technology”* means a transfer of technology in the in the sectors and/ or technologies, specified as under occurring on or after 23.07.2020:

- (a) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I below are considered Category-I sensitive sectors. The sectors listed in Schedule II below are considered Category-II sensitive sectors. The technologies listed in Schedule III below are considered sensitive technologies.

- (b) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

- (c) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.
- (d) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

Sr. No.	Schedule I	Schedule II	Schedule-III
	Category-I Sensitive	Category-II Sensitive sectors	Sensitive Technologies
(i)	Atomic Energy	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Broadcasting/ Print and Digital Media	Banking and Finance including Insurance	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Defence	Civil Aviation	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Space	Construction of ports and dams & river valley projects	Chemical Technologies
(v)	Telecommunications	Electronics and Microelectronics	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)		Meteorology and Ocean Observation	Information and Communication Technologies
(vii)		Mining and extraction (including deep sea projects)	Software
(viii)		Railways	
(ix)		Pharmaceuticals & Medical Devices	

(x)		Agriculture	
(xi)		Health	
(xii)		Urban Transportation	

1.3.3 The above Clause 1.3 will not be applicable for cases following under Special Cases:

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

1.4 The work is proposed to be executed under the following relationship.

a) Client: As indicated in 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice'.

"Client : **West Central Railway Jabalpur** .

b) Employer : IRCON INTERNATIONAL LIMITED address as given in 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice'

c) Contractor: The successful tenderer to whom the work shall is awarded shall become the contractor for the execution of this work.

1.5 Throughout these bidding documents, the terms "bid" and "tender" and their derivatives ("bidder"/ "tenderer"), "bid/tendered", "bidding"/ "tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.

1.6 Scope of Work: As per SCC Cl 3.0

The detailed scope of work 'has been described in the tender documents SCC Cl 3.0.

- 1.7 Approximate Estimated cost of the work is as indicated in the 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice.'
- 1.8 A bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, or Company or Joint Venture (if permitted in the tender). In case joint venture is permitted in the tender in terms of sub-clause 1.2.2 above, a member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender. Violation of this condition is liable to disqualify the tenders in which such bidder has participated and EMD of all such tenderers shall stand forfeited.

2 Cost of Bidding

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

B. The Bidding Documents

The tenderers must use the formats available in the technical bid and financial sheets available in excel format in this Tender Document for submission of their Technical as well as Financial Bid. Any Bid not conforming to the prescribed format is liable to be declared non-responsive.

3 Content of bidding documents

- 3.1 The bidding documents include the following:
 - a. e-Procurement Notice
 - b. Form of Bid
 - c. Instructions to the Tenderers
 - d. Appendix to Tender
 - e. Special Conditions of the Contract (Part-1)
 - f. Special Conditions of the Contract (Part-II) :
 - g. Indian Railways Standard General Condition of Contract, April 2022(Including all correction slip).s
 - h. Safety, Health and Environmental Management system condition.
 - i. Bill of Quantities.
- 3.2 The bidder is expected to examine all instructions, terms, conditions, forms, specifications, corrigendum/addendums and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of his bid.

4 Understanding and Amendment of Tender Documents

- 4.1 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the work. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 4.2 The bidder is advised to visit and examine the site where the work is to be executed and its surroundings or other areas as deemed fit by the bidder and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and execution of the contract. The cost of visiting the site and collecting relevant data shall be at the bidder's own expenses. It is a condition of the tender that the tenderer is deemed to have visited the site

and satisfied himself with all the conditions prevailing including any difficulties for executing the work.

- 4.3 Bidders will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/ Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective state's State Goods and Service Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- 4.4 The successful bidder who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to IRCON immediately after the award of contract, without which no payments shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
- 4.5 In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, IRCON shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned authority.
- 4.6 At any time prior to the deadline for submission of bids, Employer may for any reason whether at its own initiative or in response to any request by any prospective bidder amend the bidding documents by issuing Corrigendum(s)/ Addendum(s), which shall be part of the Tender documents.
- 4.7 Employer may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- 4.8 The term "Correction slip" if any and were referred to in this tender document includes the following terms also.
 - a. Addendum slip.
 - b. Correction slip.
 - c. Addendum slip and Corrigendum slip which are issued in consecutive serials.

C. Preparation of the Bids

5 Language of Bid

- 5.1 The bid prepared by the bidder and all documents related to the bid shall be written in English.

6 Signing of All Bid papers and Completing Bill of Quantities

- 6.1 It shall be deemed that e-bid uploaded by the tenderer is digitally signed by his authorized representative holding the Power of Attorney.
- 6.2 While filling up the rates/ percentage in the Bill of Quantities, tenderer shall ensure that the rates/ percentage, as applicable, are filled up in figures only. System will automatically convert such filled up rates/ percentage into words.

In case of item rate/percentage tenders, the system will automatically calculate the total price by multiplying the unit rate with quantity/ quoted percentage with estimated cost put to tender.

- 6.3 The bid should be submitted online only in the prescribed format given in the e- procurement portal of IRCON. No other mode of submission is accepted. The Technical and Financial Bid shall be digitally signed by the authorized signatory of the bidder & submitted “online” only. **No hard copy of Technical and Financial bid is required to be submitted except the documents as specified in Annexure VII of ITT.**

The tenderer may download financial bid form & Proforma for Statement of minor deviations (**Annexure ‘IV(AA)’** to financial bid) and upload the same duly filled through online e-Procurement process.

The tenderer must fill and submit the prices as per instructions given in Bill of Quantities and Proforma for Statement of minor deviations. The system does not permit any addition or alteration in the tender documents. The requisite details should be filled in by the tenderer wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

The price of each minor deviation mentioned in the Proforma for statement of minor deviations will be the price which the tenderer agrees to offer to the employer from his quoted offer in BOQ if deviation is agreed by the employer. Any such deviation without a price shall not be considered and will be treated as withdrawn by the tenderer. Any other deviation mentioned anywhere in the submission other than in **Annexure-IV(A)** of Instructions to Tenderer shall be considered as if mentioned inadvertently by the tenderer and shall be considered as withdrawn without any confirmation from the tenderer.

7 Deviations

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

The tenderer may submit minor deviations in **Annexure IV(A)** and a confirmation that price of every such minor deviation has been given in the financial bid/Bill of Quantity (BOQ). Minor deviation may be in the employer’s requirements or in any other tender requirement which do not alter the basic functionality of the work or part thereof. If there is no such minor deviation, then the tenderer must write “NIL” in this Annexure. Tenderer to note that such minor deviations may or may not be accepted by the employer and the tenderer shall not have any right to any claim on this account. The offer in BOQ shall be given without considering any deviation in tender conditions. The lowest bidder will be decided without considering any deviation in the tender conditions. If the lowest bidder has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest bidder will be reduced by the price of such accepted deviations (Tenderer to see note 1 of **Annexure-IV(A)** of ITT).

8 Submission of tender documents

Tender Documents will be received in electronic form only after payment of tender document fee.

9 Earnest Money

9.1 The tenderer must furnish the Earnest Money as indicated in 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice' for the work as specified failing which the tender shall be summarily rejected. The earnest Money may be in any one of the following forms.

- (a) Pay Order/Demand Draft of any Scheduled Bank in India in favour of Ircon International Limited payable at a place as given in Key Information Table (KIT) in Para 1.1 of e-Procurement Notice'. It is mandatory for bidders to provide their Banker's detailed (Name of Bank & Branch) along with their own bank details (Account No..... Name of Account Holder, NEFT/RTGS details).
- (b) Fixed Deposit Receipt issued by any Scheduled Bank in India endorsed in favor of IRCON INTERNATIONAL LIMITED
- (c) EMD value up to Rs 10.00 Lacs must be in the form of Pay Order/DD/FDR. In addition, EMD may also be paid through NEFT or RTGS in IRCON's e-Procurement bank account no.: 50200027670429, RTGS/IFSC code: HDFC0000732 at HDFC Bank, Rahul Sadan, Hira Ganji, Bhagwati Chowk, Katni (M.P) in favour of "IRCON INTERNATIONAL LIMITED" payable at, Katni (M.P) and e-mail ID:katnigs.2074@ircon.org. In case of EMD amount being more than Rs 10.00 Lacs, it can also be deposited in the form of irrevocable Bank Guarantee (e-BG issued on NeSL Platform is also acceptable) ~~valid for minimum 180 days beyond the last date of submission of bid~~, issued by a Scheduled Bank as per the format enclosed at **Annexure-IX** to 'SCC'/Insurance Surty Bond in the format annexed as Annexure IX A by an insurance Company authorized to do so by IRDAI valid for minimum 180 days beyond the last date of submission of bid. B.G./Insurance Surty Bond not valid for 180 days beyond the last date of submission of bid, will not be considered a valid EMD instrument-
- (d) The scheduled bank issuing the Bank Guarantee must be on the Structure Financial Messaging System (SFMS) platform. A separate advice of the B.G. shall invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the B.G. shall become operative and acceptable to the Employer. **SFMS will be through IFSC Code- HDFC0000732.**
- (e) Earnest Money in the form of Pay Order/DD/FDR/BG/ Insurance Surety Bond shall be scanned & uploaded through online e-Procurement process. Further EMD in original form (For BG along with a copy of 'SFMS – Messaging Report' sent by the BG issuing Bank) sealed in an envelope must be submitted in the tender box at the address given in Key Information Table (KIT) in Para 1.1 of e-Procurement Notice **not later than the prescribed date and time for e-bid submission. (In case of e-BG issued on NeSL Platform, the original BG is not required to be submitted in the tender box).**
- (f) Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be scanned either in PDF or JPEG format such that file size is not more than 5MB and uploaded during the online submission of the e-bid not later than the prescribed date and time for e-bid submission.
- (g) No interest shall be allowed on Earnest Money Deposit.

9.2 Forfeiture of Earnest Money.

- (a) The Earnest Money of the tenderer shall be forfeited if he withdraws his tender

after opening of the tender during the period of tender validity specified in the “Key Information Table (KIT) in Para 1.1 of e-Procurement Notice” or extended validity period as agreed to in writing by the tenderer.

- (b) The Earnest Money of the successful tenderer is liable to be forfeited if he fails to:
 - i. Sign the Contract Agreement in accordance with the terms of the tender, or
 - ii. furnish Performance Guarantee in accordance with the terms of the tender or
 - iii. Commence the work within the time period stipulated in the tender.
- (c) In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

9.3 Returns of Earnest Money:

- (a) The Earnest Money of the unsuccessful tenderers in the form of FDR/BG/[Insurance Surety Bond](#) shall be discharged and returned as promptly as possible and the Earnest Money in the form of DD/Pay Order/NEFT or RTGS shall be directly credited to his bank account through Electronic Fund Transfer, under advice to the bidder.
- (b) The Earnest Money Deposit of the successful tenderer shall be dealt as under.
 - i. The Earnest Money Deposit of the successful tenderer shall be returned after submission of the Performance Guarantee in the acceptable form as per relevant contract conditions and verification of the same from the issuing bank/[Insurance company](#).
 - ii. In case, there is no provision in the contract for submission of Performance Bank Guarantee:
 - a. If the Earnest Money Deposit (EMD) is in the form of Demand Draft/ Pay Order/ NEFT or RTGS, the same shall be retained towards retention money and further deduction of retention money from the bills shall commence after adjusting this EMD amount.
 - b. If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR)/ Bank Guarantee (BG)/[Insurance Surety Bond](#), the FDR/BG/[Insurance Surety Bond](#), shall be returned after deduction of an equivalent amount from the on account bills towards retention money and further balance amount of retention money shall continue to be recovered from on account /Final bills as per relevant contract conditions.

10 Integrity Pact (IP):

- 10.1 Integrity Pact will be applicable for all tenders/ contracts (for works & supply) of value **Rs. 5 crore & above** at all Indian projects. Integrity Pact attached as **Annexure-VI** to ‘Instructions to Tenderers’ shall become a part of tender.
- 10.2 Integrity Pact shall be signed by the authorized signatory of the tenderer and witnessed in the format attached as Annexure-VI at the time of signing Contract Agreement. Bidders shall abide by the provisions of Integrity Pact by signing the Affidavit attached as **Annexure – IV** to Instructions to Tenderers.
- 10.3 This Pact shall be signed by all the partners of Partnership firm and all the members of

Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).

10.4 Only those vendors/bidders who sign the Affidavit shall be qualified to participate in the bidding process.

10.5 The Integrity Pact will be signed by IRCON at the time of execution of Agreement with the successful tenderer.

10.6 Name, Designation & Address of Tender Inviting Authority of IRCON:

Name: Sh Dhamendra K. Pandey, General Manager,
IRCON INTERNATIONAL LIMITED, Katni Grade Separator Project, Third
Floor, Above Maruti Suzuki Showroom, Near Jhinhri Police Station,
NH-7, Jabalpur Road, Katni-483501 (MP)
E-mail : dk.pandey@ircon.org
Contact No.: 07622-262369.

10.7 Name & Address of IEM :

(i) Shri Virendra Kumar Saksena IRS (Retd)
Flat no, C-175, Kendriya Vihar, Sector-51, Noida-201301.
E-mail: iem.reference@ircon.org

(ii) Shri Madhusudan Prasad
M-11, Green Park Main, New Delhi-110016,
E-mail: iem.reference@ircon.org

iii) Lt. Gen Harsha Gupta
PVSM, UYSM, AVSM, YSM, VSM (Retd)
Apartment No A-113, India Bulls Enigma,
Dwarka Expressway, Sector-110, (Gurugram 9 Haryana)-122017
Email-iem.reference@ircon.org

10.8 IEM(s) shall not be made party to any dispute between the parties to the agreement for this work.

11 Period of validity of the tender

11.1 The tender shall remain valid for the period indicated in “Key Information Table (KIT) in Para 1.1 of e-Procurement Notice” after the date of the opening of the tender. If the Tenderer gives validity period less than that fixed/prescribed by Employer, the tender shall be liable to be rejected.

11.2 Notwithstanding the above clause, Employer may solicit the tenderer's consent to extend the validity period of the tender. The request and the response shall be made in writing.

D. Submission of Bids

12 Deadline for submission of tender

12.1 Earnest Money Deposit required in physical form, as per sub-clause 9.1 of “Instructions to Tenderers” must be submitted in the tender box at the address specified in the Key Information Table (KIT) in Para 1.1 of “e-Procurement Notice” **not later than the prescribed date and time for e-bid submission.**

12.2 Any tender related documents received after opening of the tender shall be rejected.

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

13 Modification / Substitution / Withdrawal of tender

13.1 The tenderer may modify, substitute or withdraw his e-bid after online submission prior to the date and time of e-bid opening.

13.2 For modification of e-bid, bidder has to upload/resubmit digitally signed modified e-bid in CPP Portal (<http://etenders.gov.in/eprocure/app>)

13.3 For withdrawal of e-bid, bidder can withdraw his e-bid by clicking on withdrawal icon at e-procurement portal.

13.4 Before withdrawal of an e-bid, it may specifically be noted that after withdrawal of an e-bid for any reason, tender fee will not be refunded. The bidder trying to re-submit the e-bid will have to pay the cost of tender document again.

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

15 Parts of tenders

15.1 All documents/ forms/instructions/specifications etc. listed in item 3.1 of this Instruction to Tenderers and those attached as per the **Annexure VII** are deemed to be a part of the bid/tender and accepted by the bidder.

15.2 In case of any ambiguity, IRCON will be free to seek confirmation of information from the issuer of the document.

E. e-Bid opening and Evaluation.

16 Opening of the tender

16.1 Tenders will be opened at the address mentioned in “e-Procurement Notice” in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Physical presence during e-bid opening is optional.

16.2 Tenderers or their authorized representatives who are present shall sign

register in evidence of their attendance.

- 16.3 Tenderer's name, presence or absence of requisite Earnest Money, total cost of work quoted or any other details as Employer may consider appropriate will be displayed with list to all participating bidders online after bid opening.

17 Clarification of the tenders

- 17.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on tenderer.

18 Preliminary examination of bids

- 18.1 The Employer shall examine the bids to determine whether they are complete, whether physical copy of all the relevant documents have been scanned, uploaded and Earnest Money Deposit in original form received **not later than the prescribed date and time for e-bid submission** and generally they are in order.
- 18.2 Prior to the detailed evaluation, Employer shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality or reservation and for minor deviation details have been submitted in Annexure 'IV(A)' in terms of clause 7.1 above and cost of withdrawal of minor deviations (if any) has been quoted in the Proforma for statement of minor deviation attached with the financial bid. A material deviation, objections, conditionality or reservation is one;
- i) That affects in any substantial way the scope, quality or performance of the contract.
 - ii) That limits in any substantial way, inconsistent with the bidding documents, the Employers' rights or the successful Bidder's obligations under the contracts; or
 - iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 18.3 If an e-bid is not substantially responsive, it shall be rejected by the Employer.
- 18.4 In case of tenders containing any conditions or deviations or reservations about contents of tender document, Employer may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/reservations, the tender shall be treated as non-responsive. Employer's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

19 Evaluation and comparison of tenders

19.1 Bids, which are determined as substantially responsive, shall be evaluated based on Essential Qualifying Criteria as given in the tender document. The tenderer must scan and upload all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

19.1.1 The lowest bidder will be decided without considering any deviation in the tender conditions. If the lowest bidder has given some minor deviations then the Employer has right to accept some or all such minor deviation and the offer of the lowest bidder will be reduced by the price of such accepted deviations (Tenderer to see note 1 of **Annexure-IV(A)** of ITT).

19.2 The Employer/Engineer reserves the right to negotiate the offer submitted by the tenderer to withdraw certain conditions or to bring down the rates to a reasonable level. The tenderer must note that during negotiations of rates of items of BOQ can only be reduced and not increased by the tenderer. In case the tenderer introduces any new condition or increases rates of any item of BOQ, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

20 Canvassing

20.1 No tenderer is permitted to canvass to Employer on any matter relating to this tender. Any tenderer found doing so may be disqualified and his bid may be rejected.

21 Right to accept any tender or reject all tenders

Employer/Engineer reserves the right to accept, split, divide, negotiate, cancel or reject any tender or to annul and reject all tenders at any time prior to the award of the contract without incurring any liability to the affected tenderers or any obligation to inform affected tenderer, the grounds of such action.

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

23 Award of Contract

23.1 Employer/Engineer shall notify the successful tenderer in writing by Courier/ Speed Post or per bearer or delivering the same by e-mail .

23.2 Letter of Acceptance after it is signed by the Contractor in token of his acceptance shall constitute a legal and binding contract between Employer/Engineer and the contractor till such time the contract agreement is signed.

24 Contractor Performance Feedback and Evaluation System

The employer will have a 'Contractor Performance Feedback and Evaluation System' for periodic evaluation of Contractors performance during execution of Contract. In case contractor's over-all performance is found unsatisfactory

(<85% for Works Contracts and <75% for Consultancy Contracts) based on the parameters as listed in **Annexure 'II' and 'III'** respectively, the Contractor is liable to be declared a 'Non- Performer' and will become ineligible for participation in future tenders of this Organization for a period of 2 (two) years from the date of such decision. This decision is to be conveyed to the Contractor in writing. The non-performer status may be revoked during currency of the contract on improvement of performance parameters during the next annual review. This is without prejudice to any other recourse available to the Employer under the Conditions of Contract.

25 Ineligibility to participate in re-tenders/ future cases

Notwithstanding anything contained in the Qualification Clauses of ITT, if a bidder withdraws from an offer after having been declared a preferred bidder or after Notification of Award or does not sign the Contract Agreement pursuant to the Letter of Acceptance or does not submit an acceptable Performance Security which results in tender being annulled then such bidder shall be treated as ineligible for participation in re-tendering of this particular work and also for any other work for a period of 6 months. A repeat incident of similar type within a period of 2 (two) years will render the bidder ineligible for participation in all future tenders for a further period of 2 (two) years.

26 Bidder non-eligibility for participation in tender & Declaration of non-performance or ban status or termination

26.1 Tenderers including any partner of JV/MOU (in case of JV/MOU permitted in the tender) are not eligible to participate in the tender process under the following conditions

- a. They have been declared a non-performer by Central / State Government Department in India including authority controlled by them during the last two years prior to the date of bid submission.
- b. They are currently debarred for tendering, blacklisted, suspended in Central / State Government Department in India including authority controlled by them.
- c. Any previous contract awarded to them has been terminated by IRCON or its subsidiaries, during the last two years prior to the date of bid submission.
- d. The bidder is in Corporate Insolvency Resolution Process (CIRP)/ Liquidation/ Winding Up/ CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and is in default on any debt obligations on the bid due date. An undertaking of bidder (All partners of JV in case JV is permitted in the tender) (duly certified by the statutory auditor of the bidder with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN) must be submitted along with the bid.

26.2 Declaration of non-performance or ban status or termination

Accordingly, tenderers are required to sign an Affidavit as per the enclosed pro-formain Annexure-'IV', declaring their status of non-performance or debarment/termination or corporate Resolution process/ liquidation/Winding up/ CDR/ SDR/ S4A/ Flexible Structuring or any other restructuring scheme due to financial stress or in default on any debt obligations.

27 Tenderer to be fully responsible for the consequences of misrepresentation.

- a. Any suppression of information and misrepresentation will render the tenderer ineligible for the tender *along with forfeiture of Earnest Money*. The tenderer will also be liable for disqualification for future tenders of IRCON and its subsidiaries for a period of 2 years.
- b. If any suppression of information and misrepresentation is found after the award of Contract, the Contract may be terminated with forfeiture of EMD, PG and SD (if any). The Contractor will also be disqualified for future tenders of IRCON and its subsidiaries for a period of 2 years.

Annexure-I
(Ref. 'Form of Bid')

DETAILS OF THE BIDDER

1	Name of the Bidder & authorized signatory	:	
1.1	Registered Address of the bidder	:	
	Land Line Telephone Number with STD Code	:	
	Mobile Number	:	
	FAX Number with STD Code	:	
	e-mail Address	:	
1.2	Address for communication	:	
	Land Line Telephone Number with STD Code	:	
	FAX Number with STD Code	:	
	e-mail Address	:	

Banker's Details for Payment through Electronic Clearing System (ECS):

Name of bank	:	
Address of bank	:	
Account No.	:	
Name of Account Holder	:	
IFSC	:	
Telephone No. with STD Code	:	
e-mail Address	:	

Annexure-II

(Ref. Clause 24 of 'Instructions to Tenderers')

ASSESSMENT OF PERFORMANCE OF WORKING CONTRACTOR

Sl. No.	Description	Weightage		Remarks
		Assigned	Obtained	
1	Resource Management/Financial Status			
1.1	Timely mobilization of manpower, as per the requirement of work and/or as suggested by Engineer in writing	5		
1.2	Timely mobilization of machinery, as per the requirement of work and/or as suggested by Engineer in writing	5		
2	Physical Progress/Project Execution Capability	75		
2.1	Target Vs Achieved review of the progress and adherence to milestones of the work as per above submitted & approved programme (may be judged as below to be modified depending on availability of front/site or as indicated in Contract)			
a	At 33% time:>20%			
b	At 50% time:>40%			
c	At 100% time:>98%			
d	At 125% time:>100%			
3	Quality Assurance Capability			
3.1	Documentation of procedures, work instructions, check list and adherence to the requirements of ISO 9001:2008	4		
3.2	Rectification of defects/non-conformity to quality standards within 30days:(Nos. mentioned in writing/ Rectified within 30 days of writing)	4		
3.3	Implementation of corrective and preventive measures to control non-conformities/rejections	2		
4	Claims and Disputes			
4.1	Raising unnecessary claims and litigation (Shall be graded negative)	5		
	Total	100		

Annexure-III

(Ref. Clause 24 of Instructions to Tenderers)
ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT

S. No.	Description	Weightage		Remarks
		Assigned	Obtained	
1.	Resource Management	15		
1.1	Mobilization time	5		Shall be immediate as per the submission
1.2	Deputation of qualified team leader -overall co-ordination	5		Person so nominated at the time of submission shall not be changed
1.3	Deputation of experienced staff for specific job/trade	5		Persons identified at the time of submission may not be changed
2	Quality Assurance	20		
2.1	Methodology of submission of drawing	5		There has to be a document stating the methodology of forwarding the drawing.
2.2	Methodology to ensure that integrated drawing are issued and not in isolation	5		Working on the same platform and on the same corrected drawing
2.3	Formats for delivery stages of project			So as to segregate the drawings for info, tender and working drawings
2.4	Quality of submission adequate detailing	5		Is there in house cross checking facility
3	Physical progress	65		
3.1	Submission of detailed schedule of delivery with number of drawings to be submitted	5		The need to be tweaked with construction programme
3.2	Adherence to Milestones for various submissions	10		Important to insure smooth working
3.3	Capability of change management and incorporation of changes	10		
3.4	Timely response to the queries			Important for execution and is measure of seriousness about the project
A	During design stage	5		
B	During execution stage	5		
3.5	Quality and detailing of Report	20		Speaks about the effort and sincerity
3.6	Timely submission of the reports/details/Calculations etc.	10		Mandatory for timely execution of the project
	Total:	100		

Annexure-IV

**(Ref. Clause 1.3 of Instructions to Tenderers)
Clause 5, of Essential Qualifying Criteria at & Sub-clause 10.2,10.4 and Clause 26 of ITT)**

**FORMAT
AFFIDAVIT**

(On non-judicial stamp paper of `100/- duly notarized)

I/ We, the undersigned, do hereby solemnly affirm and declare that-

1. Neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been declared non-performer by Central/ State Government Department in India including authority controlled by them during the last two years prior to the date of bid submission.
2. As on date our bid submission, neither our firm nor any of the members/ partners in any manner as an individual or the constituent partner in case of partnership firm/JV/MOU are debarred for tendering, blacklisted, suspended in Central/ State Government Department in India including authority controlled by them.
3. As on date of our bid submission, neither our firm nor any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/ JV/MOU are in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/ SDR/ S4A/ Flexible Structuring or any other restructuring scheme due to financial stress and have not been in default on any debt obligations on the bid due date.
4. No contract agreement between IRCON or its subsidiaries and either our firm or any of the members/ partners in any form/manner as an individual or the constituent partner in case of partnership firm/JV/MOU have been terminated during the last two years prior to the date of our bid submission.
5. We have no objection to IRCON requesting to any bank, person, firm or body and any such agency furnishing pertinent information as deemed necessary or to verify this statement or regarding our competence and general reputation.
6. We understand that further qualifying information may be requested by IRCON and we agree to furnish any such information at the request of IRCON within the prescribed time.
7. We bind ourselves with all the stipulations of the Bidding Document including period of completion, provision of adequate equipment, personnel and other resources required for completion within the stipulated completion period and

agree to augment any resources, if found necessary for timely completion of the project, as desired by the IRCON.

8. **Certification on submitted/ Attached Documents/ Credentials:**

- 8.1 That the facts stated and documents enclosed by us in the Bid are true and correct and we have not concealed/ suppressed any facts/ record/ documents and/ or misrepresented the facts/ record/ documents.
- 8.2 I/ We further 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.
- 8.3 I/ We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/ us.
- 8.4 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.
- 8.5 I/ We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/ false or incorrect or any suppression of information and misrepresentation is noticed at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides disqualification for future tenders of IRCON & its subsidiaries for a period of two years. Further, I/ We (insert name of the tenderer) ** and all my/ our constituents understand that my/ our offer shall be summarily rejected.
- 8.6 I/ We also understand that if the certificates submitted by us are found to be false/ forged or incorrect or any suppression of information and misrepresentation is noticed at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/ SD and Performance Guarantee besides any other action provided in the contract including disqualification for future tenders of IRCON & its subsidiaries for a period of two years.
9. We have read and understood all the provisions included in the Integrity Pact and undertake to abide by them, if applicable.
10. We have read and understood all the provisions included in the bid documents and undertake to abide by them.
- 11.1 Model Certificate for Tenders
“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a county, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority shall be attached.]”
- 11.2 Model Certificate for Tenders for Works involving possibility of sub-contracting

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

11.3 Model Certificate by Bidder in cases of specified Transfer of Technology (ToT)

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with competent authority”

OR

“I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.” [where applicable evidence of valid registration with the competent authority shall be attached.]

12. The information furnished by us is true and correct and we understand the consequences, in case, any of the information furnished is not found to be true/ correct and /or any suppression/ concealment of facts/ record or misrepresentation of facts/ record is noticed.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm

Dated:

This Affidavit shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).

ANNEXURE – IV(A)

PROFORMA FOR STATEMENT OF MINOR DEVIATIONS

(Refer Clause 6 & 7 of ITT)

The following are the particulars of minor deviations from the requirements of the Tender Document:

Sr. No	Clause	Deviations	Remarks (including justification)	Confirming that price of adjustment of each deviation/s is given in Annexure-IV(AA) of financial package (Yes/No)

Note :

1. The Tenderer shall indicate price adjustment against each deviation in Annexure-IV(AA) of BOQ. This price is the price which the tenderer shall reduce from his tender price if deviation(s) is/are accepted by the Employer.
2. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'. In case, Performa of deviations is not submitted or submitted as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.
3. If the tenderer proposes deviations in tender documents and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect.

Signature of authorized signatory on behalf of Tenderer

ANNEXURE – V

(Ref. Clause 3.0 of e-Procurement Notice at page 1, & sub-clause 19.1 of ITT)

Essential Qualifying Criteria

- 1) The bidder should possess the experience of having successfully completed or substantially completed similar works during the last **7**-years (ending last day of the month previous to the one in which tenders are invited) which should be anyone of the following: -
 - i) Three similar works each costing not less than the amount equal to 30% of the estimated cost.
 - ii) Two similar works each costing not less than the amount equal to 40% of the estimated cost.
 - iii) One similar work costing not less than the amount equal to 60% of the estimated cost.

Notes:

(A) **Similar Nature of works means: -**

Any anti-theft and anti-sabotage work through supplying and applying suitable bonding agent approved by RDSO from time to time.

Note-

To establish the work experience of anti-theft and anti-sabotage works by RDSO-approved Bonding Agent, the bidder shall submit, along with the bid, performance certificates/work completion certificates issued by the Principal Employer/Client clearly mentioning that the executed work involve anti-theft and anti-sabotage works by RDSO approved bonding agent as defined in BS-111.

Such certificates need to be issued by Indian Railways, Highway Authorities, Government Departments/Organizations, Central Public Sector Undertakings (CPSUs), or State Public Sector Undertakings (SPSUs).

- 2) The average annual financial turnover during the last 3 years should be at least **30%** of the estimated cost.

Notes:

- a) The financial turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder.
- b) Revenue from Operations shall be judged from Audited Balance Sheet, Profit & Loss A/c, relevant Notes to A/cs and Statutory Auditor Report/ relevant abstracts of Annual Reports covering above documents and the same shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
- c) In case the financials of immediate prior Financial Year have not yet been audited till the time of submission of the tender, the bidder can submit an Affidavit to this effect stating that "the financial results of the immediate prior Financial Year has actually not been audited so far". In such cases,

the financials of preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the bidder. In the absence of such an Affidavit, the benefit of considering three preceding years would not be given and the bid would be evaluated considering turnover for two preceding years only.

- 3) Net worth of the bidder should be at least 10% of the estimated cost of the work. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of invitation of the tender, but not earlier than a year immediate financial year.

3.1 The bidder whose annual financial turnover do not exceed ` 50 Lakhs should submit copy of applicable ITR under Income tax rules which is generated from Income tax portal and duly self- attested to judge their net worth and turnover.

3.2 In case of Companies “Net Worth” means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

3.3 In other cases, the “Net Worth” means the aggregate value of the capital accounts, owners’ current account and all reserves (including credit balance of profit and loss account) created out of the profits, after deducting the aggregate value of the accumulated losses, drawing accounts, loan / advances to Sole Proprietor / Partners / Owners, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, writeback of depreciation and amalgamation.

- 4) The bidder should submit completion certificates* in reference to S.No.1 (minimum 3 nos., 2 nos. or 1 no. as the case may be) above issued by Government Organizations/ Semi Government Organizations/ Public Sector Undertakings/ Autonomous bodies/ Municipal bodies/ Public Limited Company / Concessionaire Company/ Private Company/ JV Company for having successfully completed similar works in the last 7 years. Certificates issued by such Public Limited Company / Concessionaire Company /Private Company/ JV Company must be supported by Tax Deducted at Source (TDS) Certificates (Form 16A/ 26AS) in evidence of the value of work executed. In case of supply contracts, Copies of GSTR-1/GSTR 3B to be submitted by the bidder as a proof of payment received for supply. Before implementation of GST where no TDS is deducted, relevant copies of purchase order and invoices along with bill wise details of payment received duly certified by Chartered Accountant should be submitted by the bidder in support of value of work executed.

3.1 It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

NOTE: -

- i) Value/ Quantity of Key Construction activities of a successfully completed work done by a member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/ her compliance to the above-mentioned technical eligibility criteria in the tender. A copy of the JV agreement submitted to client at the time of award of work or any subsequent change in the provision of original JV agreement as agreed by the client shall be submitted along with tender document, while claiming share of the experience in the previous JV.
- ii) Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India/ Financial Benchmarks India Pvt. Ltd. for the relevant date. Where, relevant date shall be 1st day (i.e. 1st April) of the relevant year (financial year) in which work was completed. In case of any other currency, the same shall first be converted to US Dollars as on 1st day (i.e. 1st April) of the relevant year (financial year) in which work was completed 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.
- 5) Bid Capacity: Not applicable.
- 6) The bidder shall sign the Affidavit as enclosed in **Annexure-‘IV’** of “Instructions to Tenderers”.

This Affidavit shall be signed by all the partners of Partnership firm and all the members of Joint Venture (JV)/ MOU (if participation of JV/ MOU is permitted in the tender).
- 7) If the bidder (any partners of JV, in case JV is permitted in the tender) is in Corporate Insolvency Resolution Process (CIRP)/ liquidation/ Winding up/ CDR/SDR/S4A/Flexible Structuring or any other restructuring scheme due to financial stress and is in default on any debt obligations on the bid due date. An undertaking of bidder (All partners of JV in case JV is permitted in the tender) (duly certified by the statutory auditor of the bidder with UDIN where the accounts are audited. In other cases the same may be certified by Chartered Accountant with UDIN) must be submitted along with the bid.
- 8) **Joint Venture is Not permitted to participate in this tender in terms of clause 1.2.2 of ITT.**

Explanation for above Essential Qualifying Criteria No. 1 to 8:

- 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 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.
- 3) If a provisional completion certificate is issued by the concerned organization, such work shall be considered for fulfillment of credentials. However, the value of work done shall be considered to the extent of actual amount paid by the client.

4) DELETED

- 5) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including Price Variation amount if any shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
- 6) 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.
- 7) 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.6crore). 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 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.
- 9) 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.

- 10) 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.
- 11) 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.
- 12) 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.
- 13) In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
- 14) In case company A is merged with company B, then company B would get the credentials of company A also.]

ANNEXURE – VI

(Ref. Clause 10 of Instructions to Tenderers)

INTEGRITY PACT**General**

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of----- 202..., between Ircon International Limited(hereinafter called "IRCON"), a government company under the Ministry of Railways, and M/s ----- (hereinafter called the "BIDDER")---
-----Description of Bidder.

The expressions "IRCON" and "BIDDER" shall mean and include their respective legal representatives, successors in interest, and assigns and shall collectively be referred to as "the Parties" and individually as "the Party".

WHEREAS IRCON intends to award, under laid down organizational procedures, contract(s) for(Name of the Tender/Work)(hereinafter referred to as the 'Contract').

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

WHEREAS in order to achieve these goals, IRCON has appointed Independent External Monitors (IEMs), as detailed in Para 6 of this Pact to monitor the entire tender process till the final completion of the contract for compliance with the Integrity Pact by all the parties concerned for all works covered in the Contract.

NOW, THEREFORE,

To Avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into;

To Enable IRCON to obtain the desired works/stores/equipment at a competitive price in conformity with defined specifications by avoiding high cost and distortionary impact of corruption on public procurement, and

To Enable BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that IRCON will commit to prevent corruption, in any form, by its officials by following transparent procedures.

THE PARTIES HERETO HERBY AGREE TO ENTER INTO THISINTEGRITY PACT AND AGREE AS FOLLOWS:

1. **Scope**

The Integrity Pact, in respect of the said contract, would be operative from the stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the BIDDERS and exclusion from business dealings as specified in this Integrity Pact.

2. **Commitments of IRCON**

- 2.1 No official of IRCON, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, any benefit, or any other advantage from the BIDDER, either for themselves or for any person, organization, or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting, or implementation process related to the contract.
- 2.2 IRCON will, during the entire tender process stage, treat all BIDDERS with equity and reason. It will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 2.3 IRCON shall obtain bids from only those party/parties who have been short listed or pre –qualified or through a process of open advertisement /web publishing or any combination thereof.
- 2.4 In case any misconduct on the part of any part of official(s) IRCON is reported by the BIDDER to the Chairman & Managing Director of IRCON with full and verifiable facts and the same is prima facie found to be correct by the Chairman & Managing Director of IRCON, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by IRCON and such a person shall be removed from further dealings related to the subject of contract process. In such situations of misconduct, while an enquiry may stand initiated or may be going on, the progress of bidding, execution, etc. under the contract shall not be stalled.

3. **Commitments of BIDDERS**

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means, and illegal activities during any stage of bid including pre- contract, contract, of post-contract stage. In particular, the BIDDER undertakes to abide by the measures given in the following paragraph.
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage like commission, fees, brokerage or inducement to any official of IRCON, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the

contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.

- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of IRCON or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.
- 3.6 The BIDDER further confirms and declares to IRCON that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to IRCON or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, nor has any amount been paid, promised, or intended to be paid to any such individual firm or company in respect of any such intercession, facilitation, or recommendation.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by IRCON as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier, The BIDDER also undertakes to exercise due and adequate lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from making any complaint, directly or through any other manner, without supporting it with full and verifiable facts. If the BIDDER submits frivolous or false complaint(s), it will be liable to attract sanctions as mentioned in Para5 of this Pact.
- 3.11 The BIDDER will not instigate or cause to instigate any third person to commit any of the actions mentioned above.

- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of IRCON, or alternatively, if any relative of an officer of IRCON has financial interest /stake in the BIDDER's firm, the same will be disclosed by the BIDDER at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956 or any amendment thereto (Annexure-AA).

- 3.13 The BIDDER will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or IRCON.
- 3.14 **All disclosures required under this Pact shall be included as Annexures / Appendices thereto as an integral part of this Pact.**
- 3.15 If the BIDDER /Contractor is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. **Sanctions for Violations**

- 5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle IRCON to take all or any one of the following actions, wherever required:-
- 5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

- 5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.
- 5.1.3 To debar the BIDDER from participating in future bidding processes as per IRCON's policy on "Suspension/Banning of Business Dealings" with Agencies" (**Annexure-B**).
- 5.1.4 To forfeit, either fully or partially, the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), without assigning any reason therefore.
- 5.2 IRCON will also be entitled to take all or any of the actions mentioned under this Para 5 in the event of commission by the BIDDER, or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
- 5.3 The decision of IRCON to the effect that a breach of any provision of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER.
- 5.4 The BIDDER shall be liable to pay compensation for any loss or damage to IRCON in the event of any action under this Para 5 and IRCON shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

6 Independent External Monitors (IEMs)

- 6.1 IRCON has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission Names and Addresses of the IEMs are given below.

Name and Address of IEM:

- (i) Shri Virendra Kumar Saksena IRS (Retd)
Flat no,C-175,Kendriya Vihar,Sector-51,Noida-201301.
E-mail: iem.reference@ircon.org
- (ii) Shri Madhusudan Prasad
M-11, Green Park Main, New Delhi-110016,
E-mail: iem.reference@ircon.org
- (iii) Lt.Gen Harsha Gupta
PVSM,UYSM.AVSM,YSM,VSM (Retd)
Apartment No A-113,India Bulls Enigma,
Dwarka Expressway,Sector-110, (Gurugram 9Haryana)-
122017
Email-iem.reference@ircon.org

- 6.2 The task of IEMs shall be to review independently and objectively whether, and to what extent, the Parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the Parties and perform their functions neutrally and independently.
- 6.4 Both the Parties accept that the IEMs would have a right to access, without restriction, to all Project documentation of IRCON and the BIDDER upon and demonstration of a valid interest by the IEMs. The same is also applicable to sub-contractors of the BIDDER. The IEMs shall be under contractual obligation to treat the information and documents of all the parties with confidentiality.
- 6.5 In case of non-compliance of the provisions of the Integrity Pact, any complaint/non-compliance can be sent by an aggrieved party, giving specific details of non-compliance with supporting documents, to the designated Nodal Officer of IRCON appointed by the CMD. The Nodal Officer, after verification of the complaint, shall refer the complaint/ non-compliance so received by him to the aforesaid IEM(s). Alternatively, as soon as the IEM notices a violation of this Pact, or has reason to believe that a violation has occurred, or had received a complaint, he will so inform the CMD or IRCON in the first instance.
- 6.6 The IEMs would then examine all complaints, other than anonymous/pseudonymous complaints, received by them and give their written report to the CMD of IRCON within 6 weeks from the date of reference or intimation to him by IRCON/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

7. **Law and Place of Jurisdiction**

This Pact shall be applicable to all tenders invited and finalized in India This Agreement is subject to Indian Law and the place and jurisdiction for resolving any issue shall be New Delhi.

8. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9 **Validity**

- 9.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both IRCON and the BIDDER including Defect

Liability/Warranty period, whichever is later. In case BIDDER(s) is (are) unsuccessful, this Integrity Pact shall cease to be valid on the expiry of two months from the date of award of the contract.

- 9.2 Should any provision of this Pact turn out to be invalid, the remaining parts of this Pact shall remain unaffected which shall be honored and implemented by the Parties in its intent and spirit.

10. The Parties hereby sign this Integrity Pact at-----on-----

(Full name &Registered Office
address)

For and on Behalf of
IRCON International Limited

Name of the Authorized Officer

Designation

(SEAL)

Witness

1. _____

2. _____

(Full name &Registered Office
address)

For and on Behalf of
BIDDER (Full name of Bidder &
regd. address)

**(This Pact shall be signed by all the
partners of Partnership firm and all the
members of Joint Venture (JV)/ MOU (if
participation of JV/ MOU is permitted in
the tender).**

Name of the Authorized Officer

Designation

(SEAL)

Witness

1. _____

2. _____

Annexure-AA**LIST OF RELATIVES**

Section 2(77) of the Companies Act, 2013 [Effective from 1st April, 2014]

“Relative”, with reference to any person, means anyone who is related to another, if –

- (i) they are members of a Hindu Undivided Family;
- (ii) they are husband and wife; or
- (iii) one person is related to the other in such manner as may be prescribed;

List of Relatives in terms of Section 2 (77) [as prescribed under Rule 4 of Companies (Specification of Definitions Details) Rules, 2014]

A person shall be deemed to be the relative of another, if he or she is related to another in the following manner, namely:-

1. Father:

Provided that the term “Father” includes step-father.

2. Mother:

Provided that the term “Mother” includes the step-mother.

3. Son:

Provided that the term “Son” includes the step-son.

4. Son's wife.

5. Daughter.

6. Daughter's husband.

7. Brother:

Provided that the term “Brother” includes the step-brother;

8. Sister:

Provided that the term “Sister” includes the step-sister.

Annexure-BB

Procedure for Suspension/Banning of Business Dealings with agencies in IRCON.

**(Issue No.:01 Date: 10.06.2013)
(Revision:01 Date:19.10.2022)**

IRCON INTERNATIONAL LIMITED

(A Govt. of India Undertaking)

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DELHI-110017

PHONE: +91-11-26530266; FAX: +91-11-26522000, 26854000

E-mail: info@ircon.org ; Web: www.ircon.org

CIN: L45203DL1976GOI008171

FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

CONTENTS

S. No.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Grounds on which Suspension/Banning of Business Dealings can be initiated
5.	Initiation of Suspension/Banning
6.	Appeal against the Decision of the Competent Authority

Suspension /Banning of Business Dealing with agencies in IRCON

1 Introduction

- 1.1 IRCON is a specialized construction organization covering the entire spectrum of construction activities and service in the infrastructure sector, especially Railways. The primary objective of IRCON is timely and efficient execution of projects assigned to it and at the same time ensuring the quality thereof. As a commercial organization IRCON is expected to adopt ethics of highest standards and a very high degree of integrity, commitment and sincerity towards the work undertaken. Accordingly, it is not in the interest of IRCON to deal with such Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded/orders issued to them. Appropriate action needs to be taken against them in accordance with the procedure prescribed herein.
- 1.2 This procedure shall be applicable for effecting suspension/banning of business dealings with Agencies working for IRCON. It is incumbent upon IRCON to ensure compliance with the laws and principles of natural justice for banning the business dealings with any Agency. After issue of the Ban order for dealings in IRCON the Management may consider whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 1.3 Since banning of business dealings involves severe consequences for the Agency concerned, it is essential that an adequate opportunity is provided to the Agency to present its case and any explanation, if tendered, is properly considered. If necessary, a personal hearing may be given to the Agency, before passing an order of banning based on the facts and circumstances of the case on record.

2 Scope

- 2.1 The procedure for (i) Suspension and (ii) Banning of Business Dealings with Agencies, is laid down in these guidelines.
- 2.2 It is clarified that these guidelines do not cover the process for declaring an Agency as “Non-Performer” for which instructions have been issued separately.
- 2.3 The suspension / banning shall be with prospective effect, i.e., it will

affect future business dealings only.

- 2.4 These guidelines shall apply to all the Projects/Regional Offices of IRCON.

3 Definitions

- 3.1 In these Guidelines, unless the context otherwise requires:

- i) 'Agency' means a 'Bidder/Contractor/Supplier/Consultant'
- ii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) 'Competent Authority' shall be the concerned Director of IRCON and
 - b) 'Appellate Authority' shall be CMD, IRCON

Note: 'Competent Authority' and 'Appellate Authority' shall not be the same person.

- iii) 'Investigating Agency' shall include Central Vigilance Commission (CVC), the Vigilance Departments of IRCON/Ministry of Railways, Central Bureau of Investigation, or any Central/State Government Department having powers to investigate into the propriety of working of the Agency for IRCON.

- iv) Other Terms used in this Circular shall have the same meaning as assigned to them in Clause 1102 of Chapter-XI of Vigilance Manual of Indian Railways.

4 Grounds on which Suspension/Banning of Business Dealings can be initiated:

- 4.1 For security considerations, including suspected disloyalty of the Agency to the State or IRCON, as the case warrants.
- 4.2 If any Director/Owner/Proprietor or partner of the Agency, is convicted by a Court of Law for an offence involving moral turpitude in relation to its business dealings with IRCON, any Government Department/Ministry or any other Public-Sector Enterprise.
- 4.3 If there is strong justification for believing that any Director, Proprietor, Partner, owner of the Agency has been guilty of malpractices, such as bribery, corruption, fraud, substitution of tenders, interpolations, etc.
- 4.4 If the Agency engages a public servant dismissed/removed from service on account of corruption or employs a person convicted for an offence

involving corruption, moral turpitude or abetment of such offence; in a position where he could corrupt government servants.

- 4.5 If the Agency has resorted to corrupt, fraudulent malpractices including misrepresentation of facts;
- 4.6 If the Agency uses intimidation/threats or brings outside pressure on the Company (IRCON) or/on its officials in acceptance of Tender or performance of the job under the contract;
- 4.7 Based on the findings of the investigation report of the Investigating Department against the Agency that it has resorted to mala-fide/unlawful acts or improper conduct on its part in matters relating to IRCON, any Government Ministry/Department or any other PSU;
- 4.8 If the Agency has submitted a false or wrong Affidavit along with its bid with regard to the credentials of the firm or misrepresented/manipulated the facts in regard to or in connection with any bid submitted to IRCON.
- 4.9 Established litigant nature of the Agency to derive undue or benefit.
- 4.10 If the Agency misuses the premises or facilities of the IRCON, forcefully occupies or damages the IRCON's properties including land, water, resources, forests / trees or tampers with documents / records etc.
- 4.11 If the business dealings with the agency have been banned by the Ministry of Railways.

(Note: The above grounds are illustrative only and not exhaustive. The Competent Authority may decide to suspend/ban business dealings for any other reasonable cause and sufficient reason)

5 Initiation of Suspension/Banning:

5.1 Suspension of Business dealing

- 5.1.1 Action for suspension may be initiated by the concerned Coordinating Officer/IRCON on receipt of a report from the Project head/Functional head/ Investigating Department and if it is considered that allegations are of a serious nature, which may warrant banning of business dealings with the Agency. The report should also bring out whether pending banning of business proceedings it would be in the interest of IRCON to enter into fresh business dealings with the Agency or order immediate suspension of further business dealings with the Agency. The Coordinating Officer shall submit his report to the Competent Authority.
- 5.1.2 As far as possible, the existing contract(s) with the Agency may be continued unless the Competent Authority, having regard to the

circumstances of the case decides otherwise in the interest of IRCON.

- 5.1.3 If the Competent Authority, after consideration of the matter, including the recommendations of the Investigating Department/report of the Coordinating Officer, decides that it would not be in the interest of IRCON to enter into business dealings with the Agency pending investigations, he may order suspension of business dealings with the Agency.
- 5.1.4 The Investigating Department may be advised to complete their investigations and submit a final report within a period of three months.
- 5.1.5 The order of suspension of business dealings would not remain effective for a period beyond three months from the date of the issue of the suspension order unless show cause notice for banning of business is issued to the Agency within this period. However, if the final investigation report is not received within this period, the Competent Authority may extend the period of suspension by another three months, during which period the show cause notice must be issued. Once the show cause notice is issued the suspension order will continue till decision by Competent Authority.
- 5.1.6 In case of suspension the Agency must be informed immediately of the suspension order with brief charges under investigation. It is not necessary to enter into correspondence with or offer explanations to the Agency at this stage.
- 5.1.7 The order of suspension can be issued without giving any show cause notice or personal hearing to the Agency. However, the suspension cannot be continued for an indefinite period, unless a show-cause notice for banning of business is issued within 6 (six) months, the period of suspension will either be extended or the suspension shall be revoked.

5.2 Banning of Business Dealings

- 5.2.1 A decision to ban business dealings with any Agency shall normally apply throughout IRCON and its subsidiaries.

5.2.2 An Investigating committee not below CGM level nominated by Competent Authority shall look into the charge(s) against the agency. The functions of the committee shall, inter-alia include:

- i. To study the report of the project head/Functional head / Investigation agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii. To recommend for issue of show-cause notice to the Agency by the competent authority as per clause 5.2.3.
- iii. To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv. To submit final recommendations to the Competent Authority for banning or otherwise.

- 5.2.3 On receipt of the report of the Investigating Committee if the Competent

Authority is prima-facie of the view that action for banning of business dealings with the Agency is called for, a show-cause notice may be issued to the Agency after approval by the Competent Authority.

- 5.2.4 The show cause notice, duly approved by the Competent Authority, may be issued by Regd. A.D./Speed Post by concerned Coordinating Officer in charge of the project along with a statement containing the imputation of misconduct or malpractice and the Agency should be asked to submit its written explanation or statement in defense within 30 days of the date of notice. If no reply is received, a decision may be taken ex-parte by the Investigating Committee based on facts and evidence on record.
- 5.2.5 If the Agency requests for inspection of any relevant document mentioned in the show cause notice in possession of IRCON, the facility for inspection of such documents may be provided.
- 5.2.6 After considering the reply of the Agency and other circumstances and the recommendation of the investigating committee, a final decision shall be taken by the Competent Authority, if considered necessary after giving an opportunity for personal hearing to the Agency. The Competent Authority may then consider and pass an appropriate speaking order:
- a) exonerating the Agency, if the charges are not established;
 - b) banning the business dealings with the Agency along with the period for which the ban would be operative, if the charges are proved.
 - c) whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 5.2.7 The order for banning of business dealings by all units of IRCON shall be applicable to the Agency including its allied firms as defined in Para 1102 of IR Vigilance Manual.
- 5.2.8 Decision of Competent Authority will be intimated to the concerned Coordinating Officer, who will convey the same to the delinquent Agency and its allied firms and circulate it to the corporate office and all Project head / Functional head for applying these orders uniformly in IRCON. The reasons may not be disclosed in such communications.
- However, the fact that the representation has been considered should invariably be mentioned in the communication.
- 5.2.9 The validity of the banning order shall be for a specified time period, on expiry of which, the banning order shall cease to operate, unless extended further by competent authority.

6 Appeal against the Decision of the Competent Authority:

- 6.1 The Agency may file an appeal against the order of the Competent

Authority for suspension continuing beyond six months or order of banning business dealings with the Agency. The appeal shall lie with the Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning of business dealings or order of continuance of suspension order beyond six months.

- 6.2 Appellate Authority shall consider the appeal and pass an appropriate order which shall be communicated to the Agency as well as the Competent Authority.

If the decision of the Competent Authority is modified by the Appellate Authority the same will be intimated by concerned Project Head/ Coordinating Officer to the delinquent agency and its allied firm and circulate it with advice to all Project Heads and Corporate Office of IRCON.

ANNEXURE – VII

CHECK LIST for list of documents duly page numbered, signed, stamped by authorized signatory of the Bidder to be scanned, uploaded (in PDF/ JPG format such that file size is not more than 5 MB) with the e-tender and submitted online not later than the prescribed date and time for e-bid submission:

(A) Documents in Original to be submitted in tender box at the address mentioned in the Key Information Table (KIT) Para 1.1 of e-Procurement Notice.

- (i) Earnest Money Deposit in the form of Pay Order/DD/FDR/BG/[Insurance Surety Bond](#) as referred in clause no. 9.0 of 'Instructions to Tenderers'. [However, in case of e-BG issued on NeSL platform, the original BG is not required to be submitted in the tender box.](#)

(B) Documents to be uploaded:

1. Forwarding Letter of the bidder
2. Form of Bid duly filled signed and stamped
3. Details of similar works completed/substantially completed in last seven years (Format - 1) along with their Completion Certificate.
4. Revenue from Operations for the last three years with supporting documents (Format - 2).
5. Programme for deployment of man power (Format - 3).
1. Programme for deployment of Plant & Machinery on the project (Format - 4).
2. Maximum Value of construction works executed and payment received in any of the three financial years (Format - 5)
3. Existing Commitment and ongoing construction works (Format - 6)
9. Attested copies of the constitution of its firm such as Partnership Deed, Registration Certificate, MOU/ Joint Venture Agreement, Memorandum and Articles of Association, etc.
10. GSTIN
11. ISO certificates (if any).
12. Schedule of start and completion of work in the form of Bar Chart.
13. Methodology for execution of works.
14. Proof of transaction towards payment of Cost of Tender Document/ Earnest Money through NEFT or RTGS and copy of Earnest Money Deposit of requisite amount in the prescribed form.
15. **Power of Attorney** duly attested by Notary Public in favour of the person signing the e-bidding documents digitally as well as manually.
16. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in Annexure-I).
17. Affidavit (as per Format given in Annexure-IV)
18. Scanned copy of EMD in prescribed form.
19. Any other details sought through ITT, NIT and tender conditions.

Note :

- i) **Hard copy of uploaded documents listed at (B) above, in original must be presented to IRCON, if requested so, either during the process of finalization or after finalization of the tender.**
- ii) **Financial bid submitted by any bidder in physical form shall not be considered and the same will be left un-opened.**

FORMAT-1*(Ref. Sr. No. 3. of Annexure-VII to Instructions to Tenderers)***DETAILS OF SIMILAR WORKS COMPLETED/SUBSTANTIALLY COMPLETED IN LAST SEVEN YEARS**

S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of actual completion	Value of completed work (In Lacs of `)	Reasons for delays, if any	Penalty, if any, imposed for delay	Any other relevant information	Remarks
1											
2											
3											
4											
5											
6											

Note:

1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members.

FORMAT-2 (Ref. Sr. No. 4. of Annexure-VII to Instructions to Tenderers) REVENUE FROM OPERATIONS FOR THE LAST THREE YEARS			
S. No.	YEAR	Revenue from Operations (In lacs of `)	Remarks
1			
2			
3			

Note:

1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members.
1. The above statement shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
2. The financial turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder.
3. Revenue from Operations shall be judged from Audited Balance Sheet, Profit & Loss A/c, relevant Notes to A/cs and Statutory Auditor Report/ relevant abstracts of Annual Reports covering above documents and the same shall be certified by statutory auditor with UDIN where the accounts are audited. In other cases, the same may be certified by Chartered Accountant with UDIN.
4. In case the financials of immediate prior Financial Year have not yet been audited till the time of submission of the tender, the bidder can submit an Affidavit to this effect stating that "the financial results of the immediate prior Financial Year has actually not been audited so far". In such cases, the financials of preceding three audited financial years will be taken into consideration for evaluating the Annual Financial Turnover of the bidder. In the absence of such an Affidavit, the benefit of considering three preceding years would not be given and the bid would be evaluated considering turnover for two preceding years only.

FORMAT-3*(Ref. Sr. No. 5. of Annexure-VII to Instructions to Tenderers)***PROGRAMME FOR DEPLOYMENT OF MAN POWER**

S. No.	Name	Qualification	Designation	Total Experience (in years)	Programme for Deployment
1					
2					
3					

FORMAT-4*(Ref. Sr. No. 6. of Annexure-VII to ITT)***PROGRAMME FOR DEPLOYMENT OF PLANT AND MACHINERY PROPOSED TO BE ENGAGED ON THE PROJECT**

S. No.	Description	Make	Model & Year of manufacture	Capacity	Condition	Nos. proposed to be deployed	Programme of Deployment	Remarks
1								
2								
3								
4								

FORMAT- 5*(Ref. Sr. No. 7. of Annexure-VII to Instructions to Tenderers)*

MAXIMUM VALUE OF CONSTRUCTION WORKS EXECUTED AND PAYMENT RECEIVED IN ANY OF THE PREVIOUS THREE FINANCIAL YEARS OR
CURRENT FINANCIAL YEAR (UP TO DATE OF INVITING TENDER)

S. No.	MAXIMUM VALUE OF CONSTRUCTION WORKS EXECUTED AND PAYMENT RECEIVED IN ANY OF THE PREVIOUS THREE FINANCIAL YEARS OR CURRENT FINANCIAL YEAR (UP TO DATE OF INVITING TENDER) (In lacs of `)	Remarks
1		

Note:

1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members.
2. The above statement should be duly verified by statutory auditor with UDIN where the accounts are audited. In other cases by Chartered accountant with UDIN.

Existing commitments and on-going construction works:**FORMAT-6***(Ref. Sr. No.8. of Annexure-VII to ITT)*

Description of Work	Place & State	Contract No & Date	Name & Address of Employer	Value of Contract (`in Lakhs)	Stipulated period of completion	Value of works remaining to be completed (`in Lakhs) *	Anticipated Date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note:

1. In case of Joint Venture (if Joint Venture is permitted in the tender), the information is to be furnished by all the members.
2. The above statement should be duly verified by statutory auditor with UDIN where the accounts are audited. In other cases by Chartered accountant with UDIN.

- deleted-

Section – IV
Appendix to Tender

APPENDIX TO TENDER

<u>DESCRIPTION</u>	Reference Clause
<u>Following materials shall be supplied by the Engineer to the Contractor free of cost: -</u> NIL	-
<u>Following Plant & Machinery shall be issued by the Engineer to the Contractor on hire basis:-</u> NIL	-
<u>The operators for running / operating following Plant & Machinery shall be provided by the Engineer:-</u> NIL <u>Hire charges shall be worked out accordingly.</u>	-
<u>For Price Variation Clause:</u> %age weightage of various component depending upon nature of works: -	Clause no 46 A of Indian Railway General Conditions of Contract of Railway (GCC), APRIL,2022 updated with correction slips issued up to date of inviting tender.

SECTION-V

Special Conditions of Contract (Part-1)

SPECIAL CONDITIONS OF CONTRACT

(Table of Clauses)

CLAUSE NO	DESCRIPTION
1.0	GCC
2.0	Priority of Contract Documents
3.0	SCOPE OF WORK
4.0	Mobilization Advance
5.0	Procurement for material
6.0	Record of material
7.0	TAXES AND DUTIES
8.0	Price Variation Clause (PVC):
9.0	QUOTING OF RATES
10.0	HEADING AND MARGINAL NOTES
10.3	SINGULAR, PLURAL AND GENERAL
11.0	COMMUNICATION AND LANGUAGE OF CONTRACT
11.3	LAWS GOVERNING THE CONTRACT
12.0	INSPECTION OF SITE AND DATA
13.0	CONTRACTOR'S UNDERSTANDING
14.0	PERFORMANCE SECURITY & RETENTION MONEY
15.0	INSURANCE
16.0	COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR
17.0	DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE
18.0	GENERAL OBLIGATION OF THE CONTRACTOR
19.0	SUB-CONTRACTING
20.0	Updation of Labour data on Indian Railways shramikkalyan portal by Contractor
21.0	PROVISIONS OF EFFICIENT AND COMPETENT STAFF
22.0	Completion period, Programme Submission, Commencement of work:
23.0	COMMENCEMENT OF WORK
24.0	ACCESS TO SITE OF WORK
25.0	SETTING OUT
26.0	TEMPORARY WORK
27.0	SPECIFICATION AND DRAWINGS
28.0	INDEMNITY BY THE CONTRACTOR
29.0	DAMAGE TO LIFE AND PROPERTY
30.0	SAFETY OF PUBLIC AND PUBLIC UTILITIES
31.0	OTHERS SAFETY PROVISIONS
32.0	PROTECTION OF ENVIRONMENT
33.0	CARE OF WORKS
34.0	USE OF EXPLOSIVE
35.0	OCCUPATION AND USE OF LAND
36.0	EXCAVATED MATERIAL
37.0	RELICS AND TREASURES
38.0	CO-OPERATION WITH OTHER CONTRACTORS
39.0	WORK DURING NIGHT
40.0	SHEDS, STORES, YARDS
41.0	ENGINEERS MATERIALS
42.0	TOOLS, PLANT AND EQUIPMENT
43.0	PLANT AND MATERIALS OF THE CONTRACTOR
44.0	CONTRACTOR TO KEEP SITE CLEAR
45.0	HEALTH AND SANITARY ARRANGEMENT FOR WORKERS
46.0	ENGAGEMENT OF LABOUR
47.0	WAGES OF LABOUR

48.0	REPORTING ACCIDENTS INVOLVING LABOUR
49.0	SUPPLY OF WATER AND ELECTRIC POWER
50.0	REPAIR TO DAMAGES
51.0	IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENTAL MANAGEMENT SYSTEM
52.0	MATERIALS AND WORKMANSHIP
53.0	REMOVAL OF IMPROPER MATERIALS AND WORKS
54.0	EXAMINATION OF WORK BEFORE COVERING UP.
55.0	SUSPENSION OF WORKS ORDERED BY THE ENGINEER
56.0	DELAY AND EXTENSION OF CONTRACT PERIOD
57.0	DETERMINATION OF CONTRACT DUE TO CONTRACTORS' DEFAULT
58.0	FORCECLOSURE OF CONTRACT
59.0	DEATH OF CONTRACTOR/PARTNER
60.0	EMPLOYMENT OF RETIRED OFFICERS/ENGINEER OF EMPLOYER/ENGINEER
61.0	MODIFICATION TO CONTRACT
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63.0	RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE
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66.0	ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES
67.0	LIEN RESPECT OF CLAIMS IN OTHER CONTRACTOR
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75.0	DEFECT LIABILITY CERTIFICATE
76.0	UNFULFILLED OBLIGATIONS
77.0	PRODUCTION OF VOUCHERS
78.0	FORCE MAJURE
79.0	Claims
80.0	Settlement of Disputes
81.0	Others
82.0	Laws Governing the contract
83.0	Books of Reference
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ANNEXURE-II (SCC)	PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)
ANNEXURE-III (SCC)	BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY
ANNEXURE-IV (SCC)	NO CLAIM CERTIFICATE
ANNEXURE-V (SCC)	PROFORMA FOR APPLICATION FOR TIME EXTENSION
ANNEXURE-VI (SCC)	PROFORMA FOR GRANT OF TIME EXTENSION
ANNEXURE-VII (SCC)	PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
ANNEXURE-VIII (SCC)	PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK IRCON
ANNEXURE-IX (SCC)	PROFORMA OF TERMINATION NOTICE
ANNEXURE-X (SCC)	PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK IRCON
ANNEXURE-XI (SCC)	INDEMNITY BOND
ANNEXURE-XII (SCC)	COMPLETION CERTIFICATE
ANNEXURE-XIII (SCC)	BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Special Conditions of Contract**1.0 GCC:**

The contract will be governed by the provisions of Indian Railways Standard General Condition of Contract, April 2022 including all latest amendments and correction slip (hereinafter called the General Condition of contract / GCC) as modified and added by the following Special Condition of Contract which shall be read and construed as General Condition as if they were incorporated there with. All the terms referred in Indian Railway Standard General Condition of contract, April 2022 including all latest amendments and correction slip shall be applicable to the contract of the subject work.

Wherever there is conflict in any condition between GCC and special condition mentioned in tender document, the condition, mentioned in special condition will prevail. However, Engineer-in-charge decision in this regard shall be final and binding.

1.1 DEFINITIONS:

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "RAILWAY" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- b) Chief Administrative Officer/Construction shall mean the officer in administrative charge of the construction Organization of West Central Railway and shall mean and include their successor of the successor Railway.
- c) "Client or Principal Employer or Owner" means the Department, Organization, individual, firm, company, J.V or Consortium who awarded the work to IRCON International Limited for execution of the project of which the works is part, and shall include its heirs, executors, legal representatives etc. In this tender "CLIENT" / "PRINCIPAL EMPLOYER" means the West Central Railway represented through the chief administrative officer/ Construction.
- d) "Employer" means the IRCON INTERNATIONAL LIMITED, A Govt. of India Undertaking (IRCON in abbreviation) acting through its Chairman and Managing Director or any other authorized officer and shall include their legal successors in title and permitted assignees
- e) "Engineer or Engineer in Charge" means the project Head of IRCON INTERNATIONAL LTD. (Employer) or General Manager of IRCON or any other officer authorized by the Employer or General Manager of IRCON to act on his behalf and for the purpose of operating the contract.
- f) "Engineer's Representative" means any official nominated from time to time by the Engineer to act on his behalf.

- g) "Contractor" means the individual, firm, Company, Corporation, Joint Venture, or Consortium whether incorporated or not, who enters into the Contract with the Employer/Engineer, and shall include its heirs, executors, administrators, successors, legal representatives, as the case may be.
- h) "Contractor's Representative" Shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- i) "Sub-Contractor" means the individual, firm company, corporation, Joint Venture or Consortium, having direct Contract with the Contractor and to whom any part of the work has been sublet by the Contractor and shall include his heirs, his executors, administrators, successors, legal representatives, as case may be.
- j) "Other Contractor" means individuals, firm, company, corporation, Joint Venture or Consortium employed by or having a contract directly or indirectly with the Client/Employer/Engineer other than the contractor.
- k) "Tenderer or Bidder" means the individual, firm, Company, Corporation, Joint Venture or Consortium submitting a bid/tender.
- l) "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- m) "Contract" shall mean and include the agreement or letter of acceptance, the accepted bill of quantities and rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications & Other Tender Documents.
- n) "Drawings" means the Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Engineer.
- o) "Tender or bid" means the offer (Technical and/or Financial) made by individual, firm, Company, Corporation, Joint Venture or Consortium for the execution of the works.
- p) "Specification" means the specifications referred to in the contract and any modifications thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Engineer.
- q) "Bill of Quantities (BOQ means list of items of work, their quantities and rates).
- r) "Original Contract Value" means the sum stated in the letter of acceptance/Contract Agreement.

- s) "Contract Value" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- t) "Temporary works" means all enabling works of every kind required for the execution of the works.
- u) "Permanent work(s)/Work(s)" means the works (other than temporary works) to be executed in accordance with the contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items or the work as required for performance of the contract.
- v) "Construction Plant" means all machinery, appliances or things of what so ever nature required for the execution, completion and maintenance of the works, but does not include materials or other things intended to the form or forming part of the permanent works.
- w) "Site" means the land and/or other places on , under, in or through which the works are to be carried out, and any other lands or places provided by the client / employer / engineer for the purpose of the contract.
- x) "Materials" means all equipment, components, fittings and other materials including raw materials which form part of the permanent works.
- y) "Test" means such test as prescribed in the contract or by the engineer or engineers representative whether performed by the contractor or by the engineer or his representative, or any agency approved by the engineer.
- z) "Approval or Approved" means approval in writing including subsequent written confirmation previous verbal approval.
- aa) "Defect Liability Period" means the specified period of defects liability from the date of completion of the work as certified by the engineer.
- bb) "Letter of Acceptance" means the letter from the Employer or the Engineer to the Contractor, Conveying acceptance of the Tender.
- cc) "Month" means Gregorian calendar month.
- dd) "Day" means the calendar day.
- ee) "Time" expressed by hours of the clock shall be according to the Indian Standard Time.
- ff) "Tender Date" means closing date fixed for receipt of Tender as per Notice Inviting Tender or extended by subsequent notification.
- gg) "Rupees" (or ₹ or Rs. In abbreviation) shall means Rupees in Indian Currency.

In case, there is an ambiguity in any definition, the decision of IRCON regarding the interpretation shall be final and binding.

2.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier in the list below shall override the document appearing subsequently.

- i. Agreement
- ii. Letter of Acceptance of Tender
- iii. Notice Inviting Tender
- iv. Instructions to the Tenderers
- v. Appendix to Tender
- vi. Form of Bid
- vii. Special Conditions of the Contract (Part-1)
- viii. Indian Railways Standard
- ix. 1st General Condition of Contract, April 2022, updated with correction slips issued up to date of inviting tender.
- x. Special Conditions of the Contract (Part-II) :
 - Part-I: Technical specification.
 - Part-II: Unified Standard Specifications for works & Materials of Indian Railway with correction slips.
- xi. Relevant codes and Standards
- xii. Bill of Quantities

3.1 SCOPE OF WORK:

Requirement: As per Clause 13(a) of BS-111 (Rev-7), Anti-theft and Anti-sabotage measures: Where it is apprehended that theft/sabotage might take place, the tack welding shall not be resorted to as anti theft measure as it may have adverse impact on metallurgical properties of HSFG bolting assembly due to careless or improper tack welding and will adversely affect the functioning of bolting assemblies. Hence, tack welding in HSFG bolts shall not be resorted to as anti theft measure for whatsoever reason. Instead, suitable bonding agent (like Loctite, Kent, Devcon or any other functionally similar product) to seize or lock the bolt in position may be applied to the threads projecting beyond the nut. Any bonding agent must increase the torque required for opening of bolt by minimum 200 Nm (RDSO report no. C-226 may be referred to).

The subject tender scope of work include, Supply & application of Loctite, Kent, Devcon or any other functionally similar product, **a thread Locker Adhesive as an Anti-Vibration, Anti-theft & Anti- Sabotage measures for application on HSFG Bolts on post assembly i.e. final torquing in Composite/OWG Girder Bridges** in connection with DN Katni Grade Separator Project.

The Quoted rate includes cost of material (including HSFG Bolts), labour, workforce, machinery, equipment, tools & plants, loading, transportation, unloading, lead, lift, oil & fuel, taxes, GST etc

The schedule BOQ item comprises of 03 major activities such as

- i. Supply of thread locker adhesives and keeping in own safe custody with proper storage arrangement.
- ii. Application of supplied thread locker adhesive to HSFG Bolts (Post Assembly) of Steel Girder Bridges.
- iii. Bolt-wise random Testing to ascertain opening torque value after application & complete curing of thread locker adhesives to bolts.

The contractor shall make all necessary arrangement to complete the work as per specifications and conditions of the contract.

3.2 Functional Scope

- a) The scope of BOQ Item, consists of supply of thread locker adhesives such as Loctite, Kent make or any other similar products in the standard packings as mentioned in para 4 of SCC Part-II. The thread locker adhesives having Air leak / damaged packing shall be discarded and shall not be considered for payment. Each packing of thread locker adhesive should be properly stacked and stored under contractor safe custody with proper storage arrangement.
- b) The thread locker adhesive supplied at site shall be compatible with the material of bolt, environmental conditions, method of applications (i.e., post assembly or pre-assembly) and application/dispensing device etc
- c) The thread locker adhesive to be supplied in scope of this item, shall confirm the relevant properties & relevant technical specification of codes and standards listed in SCC part-I clause 83 of this document.
- d) Further as per provisions under Clause 13 of BS-111-R7-2023 or latest and RDSO Report No C-226, after curing period, the supplied thread locker adhesive must increase the torque required for opening of bolt by minimum 200 Nm. Necessary testing arrangement on site shall be arranged by the contractor without any additional cost.
- e) Along with supply of material, the contractor shall provide copy of invoice of material supplied, its technical data sheet and respective test reports confirming to relevant provisions of codes/standards listed in in SCC part-I clause 83 of this document.
- f) The contractor shall not procure the entire quantity of thread locker adhesive as per BOQ quantity in one instance. The contractor shall prepare and submit bridge numbers wise/Span wise supply and application programme and submit to Engineer in charge. The contractor shall supply the material in proportion to the work progress. Supply alone without commensurate progress shall not be paid. Quoted rate inclusive of material storage at site. Material receipt record

as per approved format shall be maintained. For execution of the work material shall be issued in proportion to the progress of the work.

g) For post assembly application of thread locker adhesive “wicking grade” or any other grade compatible to such application, as per manufacturer, shall be supplied. Here post assembly means “after bolting and final Torquing of the bolts”.

h) No additional payment shall be made for loading, transportation, unloading, storage, lead and/or lift, handling etc. of material.

i) BOQ item also covers the surface preparation and application of thread locker adhesive and all necessary arrangements for application and testing.

j) OEM test report to Accompany along with material duly certified by OEM engineer.

k) Testing of Opening Torque of bolts already fixed/fastened without application of thread locker adhesive:

Before commencement of work at each bridge span random bolts as directed by the Engineers in charge or their representatives, shall be opened and bolt size wise opening torque (without application of thread locker adhesive) shall be recorded. The value of torque which allows just loosening of nut shall be recorded as opening torque.

These bolts, nuts & washers once opened should be discarded replaced by the new bolts assembly of same size. The HSFG bolt assembly shall be provided by the Contractor at free of cost and the opening and fixing of bolt with suitable torque wrenches shall also be contractors obligation without any extra payment. No additional charges shall be paid for this purpose.

l) Surface Preparation as described below:

The contractor shall clean the parts/threads shortly before the adhesive is applied to ensure a contaminant-free surface/substrate. Parts that are cleaned far in advance of adhesive application may become re-contaminated prior to bonding. The cleaning/surface preparation shall be made either by manually or mechanically or in combination. To remove dust, rust, oil, grease etc. or any other components the bolts may be cleaned by suitable solvents or corrosion inhibitors as the case may be. For surface preparation if existing paint coating is required to be removed it should be removed using suitable method. Suitable solvent may be used to remove the paint coating.

After cleaning surface using solvent or corrosion inhibitor the surface should be cleaned and dried.

For post assembly application cleaning near nut face(external) shall be ensured properly for proper penetration of thread locker adhesive in gaps of bolt and nut interface

No additional charges shall be paid for corrosion inhibitors or solvents used for this purpose

m) Application of the Thread Locker Adhesive:

The contractor shall apply the thread locker adhesive issued for execution of work. The thread locker adhesive shall be applied properly and carefully according to requirement i.e., pre-assembly application or post- assembly application as the case may be. In case of post assembly application, the thread locker adhesive shall be applied at bolt threads at interface of external face of nut and bolt threads, so as it penetrates in the gap between the threads of Nut & Bolts of tightened assembly, and fill the gap completely. Here tightened assembly means the bolt assembly fixed with required final torque.

After application of thread locker adhesive, it shall be allowed to cure till complete curing time as mentioned by manufacturer or technical data sheet/report.

For respective bridges, the Girder wise and bolt size wise records of actual consumption of thread locker adhesive shall be maintained. The Engineer in charge or their representative shall verify the actual consumption. The contractor may use dispensers (Manual, semi-automatic or fully automatic) for effective application of adhesive

The Supplied thread locker adhesive having any air leak or damaged packing, shall be discarded and shall not be used for the work.

Arrangement required for execution of work such as scaffolding, staging, Jhula, working platform, man lifter or any other means shall be provided by contractor. No additional cost shall be paid on this account

n) Testing of Opening Torque of bolts (already fixed/fastened) after application and curing of thread locker adhesive:

After completion of curing period of applied thread locker adhesive, the opening torque value of respective bolts shall be ascertained in presence of Engineer/Employer's Engineer or their representative. The value of torque which allows just loosening of nut shall be recorded as opening torque, which shall be at least 200N-m more than the torque required for opening of Nut (in

bolt without thread locker adhesive). The curing period for the subject test shall be as per manufacturers guide line or the technical data sheet or test reports.

The nut, bolts & washers once opened shall be discarded and replaced by the new bolt's assembly of same size. The HSFG bolt assembly shall be provided by the Contractor and the opening and fixing of bolt with suitable torque wrenches shall also be contractors obligation. No additional charges shall be paid for this purpose for supply of HSFG Bolts.

After replacement of treated bolts by new bolts, the thread locker adhesive will be applied to the new bolts and necessary payment for consumption and application of thread locker adhesive shall be made.

- 3.3 As per clause 13 of BS-111-R7-2023, Any bonding agent (Thread locker adhesive) must increase the torque required for opening of bolt by minimum 200 Nm (RDSO report no. C-226 may be referred to). In case if particular sample bolt assembly do not confirm the of Cluse 13(a) of BS-111-R7-2023, additional 3 nos treated bolts of same size shall be randomly selected and tested for break loose/ opening torque. Out of 03, if results of 02 Bolts confirms requirement of Clause 13(a) of BS-111-R7-2023, then it will be considered as the all-treated bolts of particular size full fills the requirement of Clause 13(a) of BS-111-R7-2023.
- 3.4 The details of technical requirement, specifications, application, curing and failure clauses etc has been mentioned in SCC Part-II technical specification.
- 3.5 Applicable Codes and Standards: The latest version of the codes and standard up dated shall be applicable for execution of work. The list of codes and standards (not limited to) are available in SCC part-I clause 83 of this document.
- 3.6 Facilities to be provided by IRCON: IRCON shall provide the following facilities to Contractor:
 1. Traffic and/or Power blocks if required to facilitate the execution of work.
 2. Information related to the steel girder(s) such as drawings, bolt sizes etc .
 3. Assistance to liaison with state authorities/ Railway
- 3.7 All Material used in the work shall be of the best quality as per codes & relevant specifications. Quality Assurance Plan shall include for materials used and for workmanship of work. The contractor shall not be paid any additional amount for quality assurance and quality control of works as per approved drawings, relevant codes & specifications and to the satisfaction of the Engineer.
- 3.8 The decision of the Engineer incharge shall be final in respect of acceptability or otherwise of any material, fittings, component or equipment required for the work.

3.9 Work By Other Agencies

Any other works undertaken at the same time by the Engineer incharge direct or through some other agency at the same time or section where the contractor is carrying out his work will not entitle the contractor to prefer any claim regarding any delays or hindrances, he may have to face on this account but the Employer's Engineer shall grant a reasonable extension of time to the contractor. The contractor shall comply with any instruction which may be given to him by the Engineer incharge in order to permit simultaneous execution of his own works and those undertaken by other contractors or the IRCON without being entitled on this account on any extra charge

The contractor shall not be entitled to any extra payment due to hindrance resulting from normal Railway /IRCON Train operations, such as delay on account of adequate number of and duration of blocks not being granted, operational delay in movement of work trains extension of time to the contractor.

- 3.10 Payment: Payment will be governed by the terms specified in BOQ and in accordance with accepted schedule of prices, read with relevant para of the other parts and Chapters of the Tender document. The IRCON retains the right to withhold money due to the Contractor, arising out of this work for any default of the Contractor.

For the purpose of obtaining On Account interim/final Payments, the Contractor shall record item wise measurement of actual executed work and based on the measurements he shall submit On Account interim/final bill in the prescribed format, along with the invoice & Measurement sheets/Books, signed by authorized signatory. The contractor, shall also submit the required documents, records and reports listed below or as asked by the Engineer, along with on Account bill. The records including but not limited to the following:

- a) Copy of invoice, of material supplied
- b) Technical Data sheet and factory test reports of the material.
- c) Material receipt and consumption register.
- d) Inspection reports of the inspection Plan check points.
- e) Routine test report.
- f) Third Party Test reports (if any)

- 3.11 For inspection of application of the Thread Locker Adhesive on HSFG bolt , the contractor shall arrange man lift crane along with safety jacket, harness, arms, basket and other safety related tools & tackles ect. No additional charges shall be paid for this purpose for arranging man lift with required safety features.

- 3.12 The Contractor shall, whenever required, produce or cause to be produced for examination by the Employer any quotation / invoice, cost of other account, book

of account, voucher, receipt letter, memorandum paper or writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in anyway relating to the execution of this contract or relevant for verifying or ascertaining the cost of the execution of this Contract (the decision of the employer on the question of relevancy of any documents, information or return being final and binding on the parties). The Contractor shall similarly produce vouchers etc., if required, to prove to the Employer that materials supplied by him are in accordance with the specifications laid down in the contract.

- 3.13 The tenderers are advised to explore the accessibility of approach roads, and extent of lead, lift, loading and unloading involved in the item of work, etc. that may be encountered in the course of execution of work. As the nature of work warrants ensuring the high level of dimensional precious accuracy along with high control, tenderers should make it a point to understand the work carefully and thoroughly before quoting the rates.
- 3.14 Any other work required for completion of the work under this contract as per direction of Engineer-in-charge. The details of works are indicated elsewhere in the tender documents/drawings. The scope described here is only indicative in nature and shall be deemed as inclusive of all items to be executed for its completion as per Specifications and Drawings.
- 3.15 RDSO standard composite girder/ OWG's drawings , can be seen in the office of the General Manager/PH, Third Floor, Above Maruti Suzuki Showroom, Near Jhinhri Police Station, NH-7, Jabalpur Road, Katni-483501 (MP),at any time during the office hours.

Notes:

The scope described here is only indicative in nature and shall be deemed as inclusive of all items to be executed as per specifications and drawings for the completion of all activities to achieve completion of the project. No payment shall be made to the Contractor for any approach work and rate quoted in Bill of Quantities shall be deemed to include all such costs. The contractor will have no claim due to variation / deletion of items.

4.0 Mobilization Advance: Not applicable

5.0 Procurement of materials, Approvals and Tests:

5.1 Procurement for works:

Contractor shall make his own arrangements at his cost for all materials required for execution, completion and maintenance of all items of work included in his scope of work to the complete satisfaction of the Engineer. Engineer shall not supply any

materials nor shall assist for procurement of any materials required for execution, completion and maintenance of works.

5.2 Procurement of Materials by the Contractor:

5.2.1 TEST CERTIFICATES:

5.2.2 STORAGE AND CONSUMPTION OF MATERIALS AT SITE

5.2.2.1 The Engineer shall not be responsible for providing, at his own cost, suitable storage facilities for the materials brought/arranged by the contractor and/or for any materials issued/provided by the Engineer/Employer. Nothing extra shall be payable on this account.

5.2.2.2 Cement in bags shall be stacked by the contractor in godowns constructed by him with weatherproof roofs, suitable floors and walls as acceptable to the Engineer.

5.2.2.3 Contractor shall construct suitable godowns and storage facilities at site(s) of work, at his own cost, for storing other materials ensuring safety against damage by sunlight, rain, dampness, fire, theft etc. and also deploy necessary watch & ward and other establishment for the purpose at his own cost.

5.2.2.4 The contractor shall not remove any material, brought for the subject work, from the site or site godowns / storage facilities without written permission of the Engineer.

6.0 RECORD OF MATERIALS

The contractor will maintain record of all materials brought and consumed in proper formats / registers and as approved by Engineer. The contractor shall on demand produce to the Engineer original receipts/challans/ vouchers/invoices in respect of the materials brought to site by him. Nothing extra shall be payable on this account of maintain proper records of the materials and its challans, test certificates, consumption etc. to the satisfaction of the Engineer.

7.0 TAXES AND DUTIES (Ref.: G.C.C. Clause '56.0','57.0', '62.0' '64.0'and sub-clause no. 4.3, 4.4 and 4.5 of 'Instructions To Tenderers')

7.1 The Contractor shall get registered with the concerned Goods and Services Tax Department of the State of Madhya Pradesh and submit a copy of the same to the Employer/Engineer. He shall be responsible for filing Goods and Services tax

returns and assessments, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.

- 7.2 Wherever certain exemptions/benefits are available on custom duty, the contractor shall consider the same while quoting his rates. For instance, materials/ Plant and Machinery etc. used for execution of the projects financed by International organizations enjoy exemption from custom duty under Foreign Trade Policy as deemed export on fulfilling the conditions as per Govt. notifications. Similarly, the contractor shall ensure that whenever any benefits are available under any other law, these shall be considered while quoting the rates.
- 7.3 The contractor shall ensure that whenever any benefits are available under GST after the date of submission of the tender, these shall be passed on to the employer.
- 7.4 Any Change to the existing rates of statutory taxes/ duties of the state / Central Governments or levy of any new type of statutory taxes / duties or substitution of existing taxes/ duties or change in the rate of royalty on minerals imposed by State or Central Govt Authorities after the last date of submission of tender shall be borne by Employer/Engineer. The increase or decrease in the liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with documentary evidences in the form of challans / returns of the Contractors/ suppliers to the satisfaction of Employer/Engineer. Similarly, in case of reduction of taxes/ duties by either the Central / state Governments / local bodies due to change in the rate of taxes / duties or due to introduction of new tax or substitution of existing tax / change in the rate of royalty on minerals imposed by State or Central Govt Authorities the benefits of reduction in liability shall be passed on to Employer/Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the contractors/ suppliers / service providers, examined and agreed by Employer/Engineer. All the changes in rules and consequent payments should be supported by documentary evidences. In case the contractor fails to intimate and does not pass on the benefit to Employer, he may be liable to a penal interest for the period for which benefit has not been passed on at the rate of SBIMCLR+3%. In addition to this penalty equal to 10% of amount of benefit shall also be levied in case benefit fallen due has not been intimated to Employer.

Note: Besides the above, conditions cited at clause no 63 of GCC is also integral part of the tender document. The agency must ensure timely deposition of GST as per the rules so that the same must be reflected on GSTR 2A/2 of IRCON.

8.0 PRICE ADJUSTMENT FOR CIVIL & COMPOSITE WORKS

- 8.1 Price adjustment shall be applicable for tenders of value more than `2.00 Crore.
- 8.2 PVC is applicable as per Clause no 46 A (including all sub clauses) of Indian Railway

General Conditions of Contract of Railway (GCC), APRIL,2022 including all latest amendment and correction slips.

- 8.3 To the extent that full compensation for any rise or fall in costs to the Contractor is not covered by the provisions of this clause, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingencies of such other rise or fall of costs.
- 8.4 Price adjustment during extended period of contract shall be governed by IR GCC clause.

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9.0 Quoting of Rates.

- 9.1 This tender is invited on single percentage quote on tender schedule. The single percentage to be quoted as per the instructions in 'Bill of Quantities' and contained in the tender documents.
- 9.2 The quoted percentage on BOQ item rate shall be deemed to include all the cost towards the execution of the item as detailed in the tender documents including cost of all materials, labour, plant and machinery, supervision, overhead, profit, freight charges, insurances including transit insurance, replacement/correction of defective works, incidentals etc. and all the taxes and duties etc complete. Nothing extra over the accepted rates will be payable unless noted expressly otherwise in the tender documents.
- 9.3 The quoted percentage by the contractor on BOQ item rate shall be applicable through out the contract duration including extended period as otherwise specified in IR GCC clause.

10.0 HEADING AND MARGINAL NOTES

- 10.1 The top heading and marginal notes given in the tender or contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.
- 10.2 Notices, Consents, Approvals, Certificates and Determination. Wherever in the contract provision is made for giving or issue of any notice, consent, approval certificate for determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

10.3 SINGULAR, PLURAL AND GENERAL

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include feminine gender.

11.0 COMMUNICATION AND LANGUAGE OF CONTRACT

11.1 Communication to be in writing

All notices, communications, references any complaints by either party to the contract shall be in writing in English or Hindi. Communication from only authorized representative of the contractor shall be entertained.

11.2 Language of Contract: The contract document shall be drawn up in English.

11.3 LAWS GOVERNING THE CONTRACT: The Contract shall be governed by the laws in force in India.

12.0 INSPECTION OF SITE AND SITE DATA:

- i. The Contractor shall be deemed to have inspected and examined the site and information available in connection therewith and to have satisfied himself fully before submitting his bid about the sub-surface conditions, the hydrological and climatic conditions, lead & lift involved in the execution of work, requirement of man & machinery, approaches, relevant details for the execution of work, the extent and nature of work and materials necessary for the completion of the works, the means of access to the site and accommodation he may require. He shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the contract.

13.0 CONTRACTOR'S UNDERSTANDING

The contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the contract, cover all his obligation under the contract, cover all matters and things necessary for the proper execution, completion and maintenance of works.

14.0 PERFORMANCE SECURITY & RETENTION MONEY

14.1 Performance security: -

- i. The successful bidder shall submit a Performance Security (PS) in the form of a Performance Guarantee (PG).
- ii. The Performance Guarantee (PG) shall be in the form of irrevocable bank guarantee (BG) (e-BG issued on NeSL Platform is also acceptable) in the format annexed as **Annexure-II (SCC)** from any Scheduled Bank or in the form of Insurance Surety bond in the format annexed as Annexure IIA issued by an Insurance Company authorized to do so by Insurance Regulatory & Development Authority of India (IRDAI) for an amount of 5% (Five percent) of the contract value **(including GST and all other duties & taxes)**. ~~(Note: The Insurance Surety Bond is allowed only if the completion period prescribed in the contract is upto 36 months only).~~ The scheduled bank issuing the Bank Guarantee must be on the Structured Financial Messaging System (SFMS) platform. A separate advice of the B.G. shall

invariably be sent by the issuing bank to the Employer's Bank through SFMS and only after this, the B.G. shall become operative & acceptable to the employer. However, in case of e-BG, the separate advice is not required. In case of foreign bidder or in case of Global Tender, if Bank Guarantee is from a foreign bank branch situated outside India, the Bank Guarantee shall be issued through any of the Scheduled Commercial Bank in India. In case BG is issued directly by a bank outside India, it should be in the same currency as the contract, executed on Letter Head of the Bank and should be advised and payable through their Indian Branch/Corresponding Bank in India. The issuing bank shall also state the name and designation of the next Higher Authority of the Officials who have issued the BG. The PG shall be initially valid upto 60 days beyond the stipulated date of completion of work. In case, the time for completion of work get extended, the Contractor shall get the validity of PG extended to cover such extended time for completion of work plus 60 days.

Note: In case of extension of Date of Completion, Contractor needs to submit extended Insurance Surety Bond / Fresh Insurance Surety bond /fresh Performance Security, in any form as given above, before expiry existing Insurance Surety Bond.

- iii. **The value of PG to be submitted by the Contractor will not change for variation in contract value (excluding Price Variation) upto 25% of the original contract value (either increase or decrease). In case during the course of execution, value of the contract (excluding Price Variation) increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 5% (5 percent) of the excess value over the original contract value shall be deposited by the Contractor. If the value of contract (excluding Price Variation) decreases by more than 25% of the original contract value, Performance Guarantee amounting to 5% (5 percent) of the decrease in the contract value shall be returned to the Contractor. The PG amount in excess of required PG for decreased contract value, available with the Employer, shall be returned to Contractor as per his request duly safeguarding the interest of the Employer.**
- iv. **With respect to para (iii) above, the date on which the Revised Contract Value is approved by Competent Authority will be the effective date from which the Performance Guarantee amount will have to be increased or decreased.**
- v. The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (twenty one) days from the date of issue of Letter Of Acceptance (LOA), but before signing of the contract agreement. 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 60 th day happens to be a declared holiday in the concerned office, submission

of PG can be accepted on the next working day.

- vi. In case the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, award of contract shall be deemed to be terminated, unless otherwise permitted by the “Employer”, and the Earnest Money Deposit and other dues payable against that contract shall be forfeited. In case a tenderer has not submitted Earnest Money Deposit on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.
- vii. Additional Performance Security: 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 Guarantee (%) Performance
Below 0 - 5% (inclusive)	Nil
Below 5%	5% of the contract value (including GST and all other duties & taxes)

- viii. No payment under the contract shall be made to the Contractor before receipt of performance security.
- ix. In event Contractor commits default/breach in fulfilling contractual obligations i.e. achieving milestones, default(s) in commencing the work, fails to maintain the required progress, fail to mobilized at site as required, execute bad work or work not done as per specifications, abandons the work, persistently disregard to instruction of the Engineer or contravenes any provisions of the contract etc., Employer will be entitled to forfeit the Performance Guarantee (and/or may reserve the right to forfeit the performance security).

If the Contractor commits any default/breach as aforesaid and the same has been brought in notice of the Contractor in writing, the Employer shall, without prejudice to any other right or remedy available in law or Contract, shall be at liberty to forfeit the Performance Guarantee (absolutely, notwithstanding and/or without prejudice to any other provisions in the Contract, in addition to action taken under other provisions contained in this contract or otherwise.

14.2 **Retention Money.**

- i. Retention money for all contracts shall be recovered from on account/ final bills of the Contractor @ 10% of gross value of each bill after adjusting Earnest Money Deposit (EMD) amount till the amount so recovered including EMD amount

adds upto 5% of the contract value **(including GST and all other duties & taxes & all variations but excluding Price Variation)** of the work.

- ii. No interest shall be payable to the Contractor on the amount retained in cash towards retention money.
- iii. The retention money is also referred to as the Security Deposit in some parts of the contract.

14.3 Release of Performance Guarantee

- (a) Performance Guarantee shall be returned to the Contractor, subject to the issue of Completion Certificate by the Engineer in accordance with contract conditions. This shall not relieve the Contractor from his obligations and liabilities, to make good any failures, defects, imperfections, shrinkages, or faults that may be detected during the defect liability period specified in the Contract.
- (b) Wherever the contract is rescinded, the Performance Guarantee , if no action has been taken as provided in clause 14.1(viii), shall be encashed in full and forfeited and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work.
- (c) The Engineer shall not make a claim under the Performance Guarantee (P.G.) except for amounts to which Ircon International Limited 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 P.G. as described herein above, in which event the Engineer may claim the full amount of the P.G.
 - ii. Failure by the contractor to pay Ircon International Limited 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 of notice to this effect by Engineer.
 - iii. The contract being determined or rescinded under provision of the General Conditions of Contract (GCC) the P.G. shall be forfeited in full or part and shall be absolutely at the disposal of the Engineer.
 - iv. Action has been taken as provided in clause 14.1(viii) of SCC.

14.4 Release of Retention Money:

- (i). The Retention Money shall be released to the Contractor after preparation of final

bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Engineer shall have issued the Certificate of Completion comprising the whole of works. The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Engineer and Defect Liability certificate is issued by the Engineer.

(ii). Release of 50% Retention Money against Bank Guarantee/FDR:

- a) For Contracts valuing less than Rs.30 Crores: If requested by the contractor, 50% of the Retention Money may be released on satisfactory completion of works against submission of bank guarantee (e-BG issued on NeSL platform is also acceptable for an equivalent amount by the contractor in the Proforma annexed as **Annexure-III (SCC)** from any scheduled bank in India. This Bank Guarantee shall be kept valid till the period of 90 days beyond the expiry of defect liability period. The contractor shall get the validity of Bank Guarantee extended till the Defect Liability Certificate is mentioned above in clause 8.4 (i) is issued by the Engineer. Fixed deposit receipt (FDR) from a scheduled bank endorsed in favor of the employer can be submitted by the contractor in lieu of the Bank Guarantee for release of 50% retention money.
- b) For Contracts valuing Rs.30 Crores or more: If requested by the contractor, 50% of the Retention Money may be released at a stage when full amount of retention money (i.e 5% of the contract value) has been recovered at the stage when not less than 50% financial progress has been achieved against submission of Bank Guarantee (e-BG issued on NeSL platform is also acceptable) for an equivalent amount by the contractor in the Proforma annexed as **Annexure-III (SCC)** from any schedule Bank in India. This Bank Guarantee shall be kept valid till the period of 90 days beyond the expiry of Defect Liability Period. The contractor shall get the validity of Bank Guarantee extended till the Defect Liability Certificate is mentioned above in clause 8.4 (i) is issued by the Engineer.
- (iii). Where different defect liability periods are applicable to different parts of the works, the expression - "expiration of the defect liability period" shall for the purpose of this clause be deemed to mean the expiry of last of such periods.
- (iv). Wherever the contract is rescinded, the retention money shall be forfeited in full.

15.0 INSURANCE

- 15.1 Depending on the nature of the work, Contractor's All Risk (CAR) policy shall be obtained by Contractor at his own cost. Insurance cover to be taken by the contractor in the joint name of the contractor and Employer as per the requirement. Employer/ Engineer may instruct for necessary add on covers and voluntary excess specified elsewhere in the contract, which shall be binding on the contractor. At the time of taking policy, possible, time over-run, if any, may be taken into account in deciding

the period/validity of the policy. The above insurance shall cover the risk normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the contractor.

~~15.2 Contractor's claims, if any, shall be entertained within the scope of Insurance policy taken by Employer/Engineer. This will be subject to:-~~

~~i. Risk covered and voluntary excess selected by Employer/Engineer.~~

~~ii. Claims on realization shall be passed to the contractor according to value of the claims accepted by the Insurance company for his damaged portion of work after deducting 15% towards services rendered by Employer/Engineer for processing the claims. The amount so disbursed to the contractor(s) shall be limited to the amount calculated on the basis of his accepted rates in the contract with the Employer/Engineer.~~

15.3 Before commencing of works, it shall be obligatory for the contractor to obtain, at his own cost, Insurance cover in the joint name of the contractor and Employer from reputed companies under the following requirements:

- a) Contractors' All Risk Policy (CAR) for the work as per agreement.
- b) Liability for death of or injury to any person or loss of or damage to any property (Other than the work) arising out of the performance of the Contract.
- c) Construction Plant, Machinery and Equipment brought to site by the Contractor.
- d) Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer/Engineer before commencement of work at site that the insurances required under the contract have been effected and shall within 60 days of the commencement date; provide the insurance policies to the Employer/Engineer. The Contractor shall, whenever, called upon, produce to the Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract. The Employer/Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-Contractor or petty Contractor. The Contractor shall indemnify and keep indemnified the Employer/Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable

to the Engineer in the insurance policies mentioned above, then in such cases, the Engineer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Engineer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

16.0 COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR

16.1 Instructions in Writing.

Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary, to give any instructions orally, the contractor shall comply with such instructions. Confirmations in writing of such oral instructions given by the Engineer, whether before or after carrying out of the instructions shall be deemed to be instructions within the meaning of this sub-clause.

The contractor shall also be bound to carry out any instructions issued by client as confirmed in writing by the Engineer.

16.2 All certificates, notices, written orders or letters, to be given by the Employer or the Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorized representative, or delivered or left at or posted by speed post/registered post to the given address of the Contractor or Contractor's registered office or principal place of business and essentially delivering the same by e-mail duly attached with scanned copy of such certificates, notices, written orders or letters and Proof of Dispatch (POD) with a copy to Employer on nominated e-mail address. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

The contractor shall furnish the postal address/registered office address and e- mail address for communication.

16.3 Notices or letters to Employer and Engineer: All notices or letters to be given by the contractor to the Employer or to the Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same, to the respective nominated addresses and essentially delivering the same by e-mail to the Engineer duly attached with scanned copy of such notice(s) or letters and Proof of Dispatch (POD) with a copy to Employer on nominated e-mail address.

16.4 Change of Address:

Either party may change the nominated address by prior written notice to the other party. However, either party shall not change their email address during currency of the contract without obtaining prior mutual consent for doing so.

16.5 Change in Constitution of Firm:

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Engineer and the Employer.

17.0 DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE.

17.1 Duties and Authority of Engineer.

The Engineer shall carryout the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance/administration of the Contract and expeditious and timely completion of the work.

17.2 Duties and authority of Engineer's Representative

The Engineer's Representative shall be responsible to the Engineer. His duties are to supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He can issue day to day instructions to the Contractor in Site Order Book, which should be noted and complied by the Contractor. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the works. He is authorized to measure the works for the purpose of payment.

18.0 GENERAL OBLIGATIONS OF THE CONTRACTOR

18.1 General Responsibility of the Contractor:

The Contractor shall comply with the provisions of the Contract with due care and diligence design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Engineer or his Representative.

18.2 Site Operations and Methods of Construction:

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction, provided that the Contractor shall not be responsible for the design and specifications of Permanent works or for the design or specifications of any temporary works provided by the Engineer. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Engineer.

18.3 Appraisal of Errors / Omissions in the Drawings:

The Contractor shall promptly inform in writing to the Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

18.4 Compliance with Regulations and Bye-laws:

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Employer/Engineer/Client.

18.5 Contract Agreement:

The Contractor shall enter into and execute the Contract Agreement in the form of agreement **(Annexure-I (SCC))** within 28days after the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer/Engineer and a certified copy shall be made available to the Contractor.

18.6 Contractor's Representative:

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall, on receiving a reasonable notice, present himself to the Engineer, Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. If the Contractor fails to appoint a suitable authorized representative as directed by the Engineer, the Engineer shall have full powers to suspend the execution of the works until such time a suitable authorized representative is appointed and the Contractor shall be held responsible for the delay so caused to the works.

Further failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to determination of the contract as per contract conditions.

19.0 SUB-CONTRACTING

19.1 Subcontracting

- (i). The Contractor shall not subcontract the whole of the works. Except where otherwise provided in the Contract, the Contractor shall not subcontract any part of the works without the prior consent of the Engineer in writing and in any case not 30% beyond of the contract value. Any such consent shall not relieve the Contractor from any of his liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his representative, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor.
- (ii). Provided that the Contractor shall not be required to obtain such consent for:
 - a) The provision of labour, or
 - b) The purchase of materials which are in accordance with the specifications/standards specified in the Contract, or
 - c) The subcontracting of any part of the works for which the subcontractor is named in the contract.
 - d) The purchase of Plants and Equipment for execution of the works.
 - e) The hiring of Plants and Equipment for execution of the works.

Any breach of the above conditions shall entitle the Employer/Engineer to rescind the contract.

19.2 Provided always that execution of specific works by petty contractors, or on piecework basis, under the personal supervision of the Contractor, shall not be deemed to be subcontracting under this clause.

20.0 Updation of Labour data on Indian Railways shramikkalyan portal by Contractor as per IR GCC clause.

21.0 PROVISIONS OF EFFICIENT AND COMPETENT STAFF.

21.1 The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled. The Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the Engineer, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Engineer. Any person so removed from the works shall be replaced as soon as possible by a competent substitute.

21.2 The Contractor shall provide and keep on the works, during the execution of the works, efficient and competent Engineers to ensure that the work is executed strictly as per provisions of the Contract.

22.0 **Completion period, Programme Submission, Commencement of work:**

22.1 Contractor shall submit the programme for completion of work to the Engineer for his approval within 15 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of equipment proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of work as per BOQ. The submission and approval of such programmer shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

22.2 Key Date & Mile Stones: Within 15 days of award of contract, the Contractor shall submit the execution of programme as per below tabulated milestone for the completion of work. The submitted completion programme by the contractor shall be incorporated in the Contract Agreement after approval by Engineer in charge.

In order to ensure progress during the execution of the work the contractor will be expected to achieve the following milestone targets ahead of dates mentioned against each. Failure to achieve accomplished milestone targets within allocated timeframe, save for reason accepted as laid by the Engineer shall create and constitute the ground for failure on the part of contractor for maintaining progress of the work as per agreed programme.

SN	Period in the month from dated of issue of LOA(D)	Cumulative supply & application in % as per BOQ Qty
1	D+ 1 Month	10 %
2	D+ 2 Month	25 %
3	D+ 3 Month	50 %
4	D+ 4 MONTH	75 %
4	D+ 5 MONTH	100%

Key date for completion of work as per the submitted completion programme by the contractor is required to be completed in time. In case of non-achieving the key dates penalty may be imposed by Engineer In-charge at the rate of Rs. 50,000/-per week for each missing key date. In case of the contractor is making good the progress and achieves the next key date in addition to completing the previous backlog, then the penalty imposed may be returned through the running bill after approval of Engineer In-charge. The amount of penalty so recovered shall be limited to maximum 5% of original contract value.

22.3 Deployment of resources: Within 15 days of award of contract, the contractor shall

also submit resource deployment program i.e. key personnel, manpower, Plant & Machinery and Other resources deployment program. These shall be to be incorporated in the Contract Agreement after approval by Engineer in charge

- 22.4 Within 15 days of award of contract, the contractor shall also submit Cash flow statement and cumulative monthly progress plan (in the form of S curve). These shall be to be incorporated in the Contract Agreement after approval by Engineer in charge
- 22.5 Within 18 days of award of contract, the Contractor shall submit to IRCON Method statement for various activities and Quality Assurance Plan (QAP) and start the work after their approval.
- 22.6 Within 15 days of the award of the contract, the contractor shall submit to IRCON, Organization chart of the project with the CV of the key personnel's to be deployed at the project site. The scrutiny of the same will be done by the IRCON and will be approved by the Engineer.
- 22.7 Within 21 days of the award of the contract, the contractor should start the work and complete the work in all respect within agreed time schedule as approved by IRCON
- 22.8 **Completion Period:**

The work is required to be completed **within 05 months period** from date of issuance of LOA as specified in the Key Information Table in Para 1.1 of e-Procurement Notice from the date of issue of letter of acceptance. The work shall be completed in phased manner if specified in the Key Information Table in Para 1.1 of e-Procurement Notice. The work has to be executed in co-ordination with other agencies working on or near the project.

In case of any delay in the completion period, the extension of the same shall be dealt as per the RAILWAY GCC, APRIL 2022 including all correction slip.

23.0 **COMMENCEMENT OF WORK:**

The Contractor shall commence the works within time limit as specified in the Letter of Acceptance.

Key dates submitted by the agency is required for the work to be completed on time. Failure to achieve accomplished key dates within a timeframe, save for reason accepted as laid by the Engineer shall create and constitute the ground for failure on the part of contractor for maintaining progress of the work as per agreed programme. In case of non-achieving the key dates penalty shall be imposed at the rate of Rs. 50,000/-per week for each missing key date. In case of the contractor is making good the progress and achieves the next key date in addition to completing the previous backlog, then the penalty imposed shall be returned through the running bill. The amount of penalty so recovered shall be limited to maximum 5% of original contract value.

24.0 **ACCESS TO SITE OF WORK**

24.1 Access to Engineer

The Engineer or the Engineers Representative, shall at all times have access to the

works and all workshops and places, where work is being performed and from where materials, manufactured articles or Machineries are being obtained for the works and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

24.2 Access Road

The contractor shall provide necessary access roads to the site of the work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.

~~25.0 SETTING OUT~~

~~The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the contractor on being required to do so by the engineer, shall at once rectify such error, to the satisfaction of the Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.~~

26.0 TEMPORARY WORKS

- (i). All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Engineer at least 30 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.
- (ii). When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from Contractor.

27.0 SPECIFICATION AND DRAWINGS

- 27.1 The Contractor Shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Client/employer/Engineer or his Representative at all reasonable times. Any specifications & drawing shall not be used on any other work or communicated to a third party by the Contractor.

27.2 Adherence to Specifications and Drawings

The work shall be executed in perfect conformity with the specifications and drawings of the Contract issued to the Contractor by the engineer from time to time. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the approval of the Engineer, he shall bear all the costs arising there from including dismantling and reconstructions and drawings and shall be responsible for all the losses/delays to the Employer/engineer. The term drawings in this sub-clause also includes the drawings prepared by the Contractor and approved by the Engineer.

27.3 Meaning & Intent of Specifications and Drawings

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Engineer thereon shall be final and binding.

28.0 INDEMNITY BY THE CONTRACTOR

28.1 Indemnity against all actions of Contractor

The Contractor shall hold and save harmless and indemnify the client/Employer/Engineer and their Employees, from all actions, suites, proceeding loss Costs, damages, charges, claims and demands of every nature and description brought against or recovered from the client/employer/engineer and their employees by reason of any act or omission of contractor and /or his representative and/or his Employees and /or his subcontractor in the execution of the works or in the guarding of the same. All the sums payable by clients/employer/engineer by way of compensation under any of this condition, shall be recovered from the dues of the contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

28.2 Indemnity against all claims of patent rights and Royalties.

The Contractor shall hold and save harmless and indemnify the Client/Employer/Engineer, his Officers and Employees from and against all claims and proceedings for or on account of infringement by the contractor of copy right, any patent rights, design, trademark or name, secret process, patented or unpatented invention, articles or appliances manufactured or used for or in connection with the works and fro and against all claims, proceedings cost, damages charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall pay all Royalties, Taxes, rent and other payments or compensation, if any, forgetting the materials required for the works and due fulfilment of the contract and indemnify client /employer/engineer against any claims in this regard.

29.0 DAMAGE TO LIFE AND PROPERTY

29.1 The contractor shall be responsible for all risk to works, nearby existing structures and life of his supervisors and workmen has also those of Employer/Client or any trespassers from whatever cause in connection with works until these areas taken over by Client/Employer/Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

30.0 SAFETY OF PUBLIC AND PUBLIC UTILITIES

- (i).Existing road or water course or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer. All compensation claimed by any Department/Organization for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.
- (ii).During progress of work in any street or thoroughfare, the Contractor shall made adequate provision for the passage of traffic, for securing safe access to all premises approach from such street or thoroughfare and for any damage. Water supply, sewer lines, electrical line and telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the contractor at his own cost. Barriers, lights and other safe guards as prescribed by the engineer for the regulation of the traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.
- (iii).The Contractor shall be responsible for taking all precautions to insure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the engineer, be necessary to comply with the regulations applied to the work and to ensure safety.
- (iv).Should the Contractor fail to implement the provisions as required in the above sub-clauses, the engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payment/dues.

31.0 OTHER SAFETY PROVISIONS

31.1 Safety of labour and others:

The Contractor shall, at his own expenses, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

31.2 Safety of works:

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.

- 31.3 Mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to the property, or injury to or death of any Employee/labour of contractor /client or Employer/ Engineer or any member of the public.

31.4 Recovery of the cost from the contractor:

31.5 Should the contractor fail to implement the provisions as required in the preceding sub- clauses 31.1 and 31.2, the engineer may provide necessary arrangements and the cost of the same shall be recovered from the contractors Payments /Dues.

32.0 PROTECTION OF ENVIRONMENT

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

(i) The Water (Prevention and control of pollution) Act 1974.

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

(ii) The Air (Prevention and Control of Pollution) Act 1981.

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

(iii) The Environment (Protection) Act, 1986.

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

Protection of Trees.

The Contractor must organize his work in such a way that the ecology of the area is not affected. The instructions issued in this regard will have to be carefully followed. The Contractor or his workers are prohibited to cut trees. Cutting of trees as required under the items of works indicated in the tender schedules may be carried out strictly as directed by the Engineer of the work. All necessary clearance from Central / State Government for cutting of trees will be obtained Railway/IRCON. Contractor will render assistance to Railway/IRCON in obtaining forest clearances for which no extra payment will be paid. The contractor shall store/stack so cut trees in railway/forest/IRCON store as directed by Engineer. Unauthorized cutting/felling of trees will result in legal action for which Contractor shall be responsible.

(iv) The Public Liability Insurance Act, 1991.

This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the environment (Protection) act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

33.0 CARE OF WORKS

From the commencement of the work until completion, acceptance and final takeover of the works by the Engineer, the Contractor shall take full responsibility for the care of all works including temporary works. In case any damage, loss or injury happens to the work or to any temporary works for any cause whatsoever, the contractor shall at his own cost repair and make good the same so that for completion and at the time of final takeover, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Engineers-instructions.

34.0 USE OF EXPLOSIVES – Not Applicable.

35.0 OCCUPATION AND USE OF LAND

No land belonging to or in the possession of the Client/Employer/Engineer shall be occupied by the Contractor without written permission or the Engineer. The Contractor Shall not used, or allow the site to be used for any purpose other than that of executing the work.

36.0 EXCAVATED MATERIAL

The Contractor shall not use, sell or otherwise dispose off, or remove, except for the

purpose of his contract sand, clay, ballast, earth, rock or any other substance or materials, which may be obtained from any excavation made. All such items shall be the property of the client. The Contractor may be permitted by the engineer to use the same or the purpose of works on mutually agreed payment terms.

37.0 **RELICS AND TREASURES**

All Gold, Silver, Coins, Oil and other minerals of any description, and precious stones of all kinds, treasures, antiques, fossils and other similar things, which shall be found in or at site, shall be the property of the client and the contractor shall duly preserve the same to the satisfaction of the engineer, and from time to time deliver the same to such person or persons, as the client / engineer may appoint to receive the same.

38.0 **CO-OPERATION WITH OTHER CONTRACTORS**

The Contractor shall in accordance with the requirements of the Engineer, cooperate with and afford all reasonable opportunities for carrying out the work by other Contractors engaged by the Client/Employer/Engineer or any other Authority.

39.0 **WORK DURING NIGHT**

Unless specifically provided elsewhere in the Contract, the Contractor shall not carry out any work between sunset and sunrise without the prior permission of the Engineer. In case of any grave emergency or in order to avoid risk to property and life or to prevent damage to utilities or to restore them, work may be done at night also without the prior permission of the Engineer, but intimation to this effect should be sent to him immediately. No increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of any one, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

40.0 **SHEDS, STORES, YARDS**

The Contractor shall at his own expense provide and maintain sheds, store-houses and yards at such locations and in such numbers as in the opinion of the engineer are necessary for carrying out the works. The Engineer and the Engineer's representatives shall have free access to the sheds, store-houses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the sheds, storehouses or yards by the Contractor.

~~41.0 **ENGINEER'S MATERIALS**~~

~~41.1 **Materials to be supplied by the Engineer.**~~

~~After the acceptance of tender, the contractor shall make request in writing to the Engineer for the materials to be supplied by the Engineer, if any, in accordance with the approved programme for execution of works.~~

~~41.2 Cost to be borne by Contractor:~~

~~The materials shall be issued to the contractor at the Engineer's depots or near the project site. The Contractor shall bear the cost of loading, transporting to site unloading storing safely under cover, as required.~~

~~41.3 Return of surplus materials.~~

~~All surplus materials issued to the Contractor by the Engineer for use, incorporation or fixing in the works (including preparatory works, if any) shall on completion of or before closure of works, be returned by the Contractor at his expense. However, the materials considered unserviceable by the Engineer shall not be taken back.~~

~~41.4 Credit for the returned materials.~~

~~Surplus materials returned by the Contractor in acceptable conditions to the Engineer shall be credited to the Contractor by the Engineer.~~

~~41.5 Accountal of the materials issued by the engineer including recovery etc. shall be accordance with the special conditions of the contract.~~

~~42.0 TOOLS, PLANT AND EQUIPMENT.~~

~~Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipment required for execution and completion of all works to the entire satisfaction of the Engineer. This shall also include all other associated equipment, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.~~

~~Laboratories –Required test as per applicable relevant Codes is to be arranged by the agency at their own cost. In all cases test charges shall be borne by the agency.~~

43.0 PLANT AND MATERIALS OF THE CONTRACTOR

43.1 Contractor's plant/materials at site to be exclusive to the work.

All constructional plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Engineer till completion of work or part of work.

43.2 Removal of constructional plant/materials from site.

Upon completion of the works, the Contractor shall remove from the site all the said

constructional plant remaining thereon and unused materials belonging to the Contractor.

43.3 Loss or damage to constructional plant/materials.

The Employer/Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

44.0 CONTRACTOR TO KEEP SITE CLEAR

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

45.0 HEALTH AND SANITARY ARRANGEMENT FOR WORKERS

45.1 No quarters shall be provided by the Employer/Engineer for the accommodation of Contractor or any of his staff employed on works.

45.2 Provision of Labour camp

The contractor shall at his own expense, make adequate arrangement for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed on the work, directly or through petty Contractor or sub-contractor and for temporary crèche (Bal- mandir) where 50 or more Women are employed at a time. All camp site shall be maintained and clean and good sanitary condition by the contractor at his own cost.

45.3 Compliance with rules for employment of labour

The Contractor shall comply with all laws, bye-laws, rules and regulations in force pertaining to employment of local or imported labour, and shall take all necessary precaution ensure and preserve the health and safety of all staff /workmen, employed on the works directly or through petty contractor or by sub-contractor.

45.4 Medical facilities at site.

The Contractor shall, at his own cost, provide First Aid and Medical facilities at site as may prescribed by Engineer.

45.5 Use of Intoxicants

No sale of alcoholic drinks and /or intoxicating drinks or drugs shall be permitted by the contractor at or near the site. The contractor shall also ensure that no labour or employ is permitted to work at the site in an intoxicated state or under the influence of any drugs or drinks.

46.0 ENGAGEMENT OF LABOUR.

The Contractor shall make his own arrangement for the engagement of all labour, except as provided otherwise in the contract.

The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty contractors or sub-contractors for execution of work.

47.0 WAGES OF LABOUR

47.1 Wages under relevant laws.

In dealing with labour and employees, the contractor and his sub-contractors (including piece rate and petty contractors) shall comply fully with all laws and statutory regulations such as:

- a) Workmen Compensation Act, 1923
- b) Payment of Gratuity Act, 1972.
- c) Employees Provident Funds and Miscellaneous Provisions Act, 1952
- d) Maternity Benefits Act, 1951
- e) Contract Labour (Regulations and Abolition) act, 1970.
- f) Minimum Wages act 1948
- g) Payment of Wages Act 1936
- h) Equal Remuneration Act 1979
- i) Payment of Bonus Act 1965
- j) Industrial Dispute act 1947
- k) Industrial Employment (Standing Orders) Act, 1946.
- l) Trade Union Act, 1926.
- m) Child Labour (Prohibition and regulation) Act, 1986.
- n) Inter-state migrant Workmen (Regulation of Employment and Conditions of services) Act, 1979
- o) The Buildings and other constructions workers (Regulation of Employment and Conditions of Service) Act, 1996 and Cess Act of 1996.
- p) The Buildings and other constructions workers (Regulation of Employment and Conditions of Service) Act, 1996 and Cess Act of 1996.
- q) The Factory Act, 1948
- r) and other laws or regulations framed by competent legislative authorities from time as may be applicable. In accordance with the various acts and regulations with all up to date amendments, the contractor shall ensure that he and his subcontractors (including petty and piece rate contractors) observe strictly inter alia the following
- s) Wages paid are not less than those prescribed.
- t) Wages and other dues are paid regularly and in time
- u) Lines / licenses are obtained as required under any of the acts or regulations
- v) Maintain prescribed records, submits necessary statements to authorities concerned and display required notices.

- w) Take prompt action on any instructions/directions from the authorities under various labour laws

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

If any moneys shall as a result of any instructions, directions or decisions from the authorities or claim or application made under any of the labour laws or regulations be directed to be paid by the Engineer because of any failure of the Contractor, such moneys shall be deemed to be moneys payable to the engineer by the Contractor and on failure of the contractor to repay the engineer any moneys paid or to be paid as aforesaid within seven days after the same shall have been demanded, the engineer shall be entitled to recover the amount from any moneys due or becoming due to the contractor under this or any other contract with the employer. The engineer shall not be bound to contest any such claim or demand unless the contractor makes a written request for it, and contractor's reasons for contesting are considered reasonable by the Engineer and the Contractor deposit the full cost that the engineer may have to incur in contesting the case.

48.0 REPORTING ACCIDENTS INVOLVING LABOUR.

The Contractor shall be responsible for safety of all employees /labour employed by him on works, directly or through petty contractors or subcontractors and shall report accidents, occurring on works to the Engineer or the engineer's representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be contractor's responsibilities to report accident to police keeping the Engineer advised of the same. The compensation of affected workers or their relatives shall be paid by the contractor in such cases with utmost expeditions in accordance with the Workmen's Compensation Act.

49.0 SUPPLY OF WATER AND ELECTRIC POWER.

Unless otherwise provided elsewhere in the contract, the contractor shall be responsible for making arrangement at his own cost to obtain supply of water and/or electric power, necessary for execution of the works and during defect liability period. In the event the Engineer is in a position to supply water or electrical power, or both, required for works, such supply shall be given only at one point. The cost of making necessary arrangements to the Engineer's distribution system and laying of necessary pipe line, specials valves, meters etc. for water supply or the laying of underground / overhead conductor, circuit protection, electric power meters and transmission structures in case of electric power shall be borne by the contractor. The Contractor shall also bear the running cost of water and power supplied, the rates for which shall be determined and notified by the Engineer. The decision of the Engineer on such cost shall be final and binding. Any increase in water /power tariff by supplying agencies shall also be borne by the contractor.

50.0 **REPAIR TO DAMAGES**

The contractor shall be responsible for rebuilding/repairs of any damage by any reason not attributable to the design defect (where design is supplied by Engineer or client) during execution of works or defect liability period. In case the contractor is unable or unwilling to execute such repair works promptly, the Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from contractor bill. The decision of Engineer regarding reasons of the damage shall be final and binding.

51.0 IMPLEMENTATION OF QUALITY, SAFETY, HEALTH, AND ENVIRONMENTAL MANAGEMENT SYSTEM

51.1 QUALITY MANAGEMENT SYSTEM: IRCON is an ISO Certified Company in Quality Management System and expects the Contractor to work as per the Standards.

- a) The contractor shall follow various requirement of Quality management system of IS/ISO 9001:2015 and quality policy of IRCON. The contractor already holding QMS Certificate need to act swiftly to keep it updated and fulfill various requirements as sites.
- b) The contractor shall develop the Quality Assurance Plan (QAP) and Inspection and Testing Plan (ITP) and get it approved from Project Head/ the Engineer. The records of tests to be conducted as per ITP and tests done actually shall also be kept by the Contractor.
- c) The Contractor shall ensure the timely calibration of all measuring and testing equipment at his own cost from reputed laboratory and the hard copies of Documented Information are to be kept ready for any time inspection by the Engineer.
- d) The Contractor shall ensure maintenance and overhauling of all plants and machinery deployed for the works as per guidelines issued by Manufacturer/ Supplier/ Vendor/ Legal Requirements/ Engineer.
- e) The Contractor shall keep the hard copies of the Documented Information of Manufacturer's Test Certificates (MTCs) and Third Party Test Certificates, from approved laboratory at his own cost, as required for all the materials supplied by him. These records shall be checked any time by the Engineer.
- f) The contractor shall ensure the use of materials (manufactured either tailor made or available off the shelf) of branded make/ manufactured by reputed companies. (materials like rebars, structural steel, cement, chemicals such as admixtures, retarders, accelerators, curing compounds, de-shuttering oils, bituminous materials - modified, cationic emulsions, cutbacks; glass, paints of all types, bolts & nuts, all types of fasteners, etc.). To ensure quality output the Contractor shall get his Batching Plant, Crushing Plant, Other Mixing Plants and Hot Mix Plant certified from third party existing in the approved list of

Quality Council of India, New Delhi.

- g) The Contractor shall provide work instructions/check lists for proper execution of work. The Contractor shall also maintain all relevant records and documents properly and same shall be made available to the Engineer as required. The Quality Checklists developed by Quality Management Department of IRCON shall also be followed.
- h) All QAP, ITP, Laboratory Formats and other Documents related to Quality should wear the logo of IRCON along with that of the contractor.

51.2 **SAFETY, HEALTH, AND ENVIRONMENT MANAGEMENT SYSTEM:** IRCON is an ISO Certified Company in the areas of Occupational Health & safety, and Environment Standards and expects the Contractor to work as per these Standards

- (1) The contractor shall execute the work as per Safety, Health, and Environment Standards of IRCON (attached with the Tender Paper). Contractor shall provide and ensure the use of required Personal Protective Equipment's (PPEs) for all workers/ staff and engineers. The contractor shall provide and erect safety barricades as required, display safety posters and instructions regarding safety.
- (2) The contractor shall prepare a 'Project Safety, Health and Environment Manual (SHE Manual)' and get it approved by the Project Head. The contractor will own the ultimate responsibility of all aspects of Safety, Health and Environmental, upkeep of the work place and it's surroundings.
- (3) The Contractor will facilitate Safety Checks, Health Checks and Environmental Checks and checks on compliance to all the norms as per the 'SHE Manual' and the same shall be checked by PH or the nominated Safety Officer at regular interval. IRCON has developed the Checklists on Safety, Health and Environmental issues and expects the Contractor to follow the same.
- (4) All Checklists and other Documents related to SHE should wear the logo of IRCON along with that of the Contractor.
- (5) The Employer may, at their discretion undertake such corrective measures as deemed fit for immediate restoration of safe conditions at the work place at the cost of the Contractor and recover the cost from Contractor's running bills. The contractor will keep the Employer indemnified against any corrective action by the Employer. In addition to such recourse, the penalty for each violation will be enforced as under, without issuing any show cause notice for the same:

SN	Nature of Violation	Penalty
1	Non preparation of site safety plan before the first running bill.	Rs. 10,000.00
2	Violation of safety norms pointed out by inspecting officials, such as lack of supervision/process control etc.	Rs. 10,000.00 for each violation subject to maximum 1% of the contract value in all.
3	Injury to worker leading to stoppage of work.	Rs. 25,000.00 for each case.
4	Fatalities to workers at work related accidents	Rs. 5.00 Lakh for each mortality.
5	Repetition of violation	May lead to termination of work.

51.3 SAFETY MEASURES

(I) The following measures should be adopted to ensures safety of the trains as well as workforce.

- i. The contractor shall not start any work without the presence of competent Supervisor at site.
- ii. Wherever the road vehicles and/or machinery are required to work in the close vicinity of railway line, the work shall be so carried out so that there is no infringement to the Railway's schedule of dimensions. For this purpose, the area where road vehicles and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning /reversal of road vehicles/machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
- iii. The lookout and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary suitable flagmen / detonators shall be provided where necessary for protection of trains.
- iv. The supervisor/workmen should counsel about safety measures. A competency certificates to the contractor's supervisor as bellow shall be issued by ASST. Manager/Dy. Manager /Manager, which will be valid only for the work which has been issued.
- v. The unloaded ballast /rails/sleepers/other P-way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.

- vi. Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer-in-charge.

(II) PREVENTION OF ACCIDENT.

(A) The contractor shall not allow any road vehicle belonging to him or his supplier's etc. to ply in Railway land next to the running line. If for execution of certain works viz. Earthwork for parallel Railway line and supply of ballast for new or exciting rail line, gauge conversion etc. Road vehicles are necessary to be used in railway land next to the railway line, the contractor shall apply to the Engineer-in Charge for permission giving the type & number of individual vehicle, name & license particular of the drivers, location duration & timings for such work/movement. The Engineer-in-charge or his authorized representative will personally counsel, examine and certify, the road vehicle drivers, contractor's flagmen and supervisor and will give written permission giving names of road vehicles drivers, contractor's flag men and supervisors to be deployed on the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions:

- i. Nominated vehicle & drivers will be utilized for work in the presence of at least one flagman & one supervisor certified for such work.
- ii. The vehicles shall ply 6.0 m clear of track. Any movement/work at less than 6.0 m and up to minimum 3.5 m clear of track centre shall be done only in the presence of Railway /IRCON employee authorized by the Engineer-in-charge No part of the road vehicle will be allowed at less than 3.5 m from track centre.
- iii. The contractor shall remain fully responsible for ensuring safety & in case of any accident shall bear cost of all damages to his equipment & men and also damages to railway & its passengers.
- iv. Engineer-in-charge may impose any other condition necessary for a particular work site.
- v. Road vehicle can play along the track after suitable cordoning off track with minimum distance of 6 m from the centre of the nearest track. For plying of road vehicles during night hours, adequate measures to be communicated in writing along with a site sketch to the contractor/contractors representative and controlling Engineer/Supervisor – in – charge of the work including officers and the in-charge of the section.
- vi. The road vehicles will play only between sunrise and sunset save as per clause (v) above
- vii. Contractor shall provide 150 mm thick white line with lime at a distance

of 3.5 m from centre of existing track. This white line shall be in the entire length where work is going on and/or the vehicles / machinery is playing along the track. Nothing extra shall be paid for this.

- viii. Barricading with the help of portable fencing shall be provided in the length where the day's work is to be done in close vicinity of the track. The fencing shall consist of shelf-supporting steel columns shall be of 1.2 m heights. This will be placed at a distance of 3.5 m from center line of the nearest track (Deleted as already done by Earthwork Contractor)
- ix. Railway/ IRCON representative shall issue competency certificate after checking license and their working to all drivers of nominated vehicles/machinery. Inspector at site shall ensure that the driver who does not possess competency certificate will not work at site.
- x. The area between running line and white line shall not be permitted to become slushy and adequate drainage must be ensured at all times.
- xi. If vehicle/machinery/materials are to come within 3.5 m of the existing track, work must be done under the presence of an inspector authorized to do safety works. A caution order shall be issued and track will be protected with the banner flags, hand signal and detonators.
- xii. Where contractor's vehicles are permitted to ply adjacent to the running lines, experienced Gang man shall be posted by the Railway/ IRCON as Flagman to prevent accidents and the cost so incurred will be recovered from the contractor's dues.
- xiii. The contractor(s) shall be responsible for the safety of his workman and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.
- xiv. The contractor(s) shall ensure the 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 track.
- xv. The contractor(s) shall protect the site of work, e.g. excavated areas, by adequate fencing and/or other suitable means to prevent accidents to his own workmen, Railway men or any member of the public.
- xvi. Should any accident take place, the total cost of such damage including the cost of treatment/loss and /or compensation shall be payable by the contractor. In case of Railway under any circumstance or law of the country pays such damage; the same shall be fully recovered from the Contractor(s) due.

- (B) During the execution of works, unless otherwise, specified the contractor shall at his own cost provide materials and execute all shorting, timbering and strutting works as is necessary for the stability and safety of all structures, excavation and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.
- (C) Existing roads or watercourses shall not be blocked, cut through, altered, diverted or obstructed in any way by the contractor, except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alternation, diversion or obstruction to such roads or watercourses by the Contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to law.
- (D) During progress of work in any street or through farm, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or through fare and for any drainage , water supply for means of lighting which may be interrupted by reason of the execution of the works and shall correct and maintained at his own cost barriers lights and other safeguards as prescribed by the Engineer for the regulation of traffic, and provide watchmen necessary to prevent accidents. The work shall in such cases be executed day and night if so ordered by the Engineer and with such vigor so that the traffic way be impeded for as short as possible.
- (E) The contractor shall be responsible to take all precaution to ensure the safety of the public property or railway property and shall post such look out men as may in the opinion of the engineer be required to comply with regulations pertaining to the work.
- (F) The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractors employed by him on the works and shall report serious accidents to any of them however and whenever occurring on the work to the Engineer or the Engineer's Representative and shall make every arrangement to tender all possible assistance.
- (G) The Contractor shall be responsible for all risk to the works and for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway and this although all reasonable and proper precautions may have been taken by the Contractor and in case the railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's compensation Act or any statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any negligence or omissions on the part of the contractor the amount of any costs of charges including costs and charges in connection with legal proceedings, which the Railway /IRCON may incur in reference thereto, shall be charged to the contractor. The Railway/IRCON shall have the power and right to pay

or to defend or compromise any claim of threatened legal proceeding or in anticipation of legal proceeding being instituted consequent on the action or default of the Contractor, to taken such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid any expenses whether of any such payment, defense or compromise, and the incurring of any such expenses shall not be call in question by the Contractor.

- (H) The area of work should be demarcated by providing barricades and signboard, which will enable the workmen posted at site and also the lorry drivers to have clear guidelines of movement of vehicles.

52 MATERIALS AND WORKMANSHIP

52.1 Material and workmanship as per Specifications/ RDSO Guidelines

- i. All materials and workmanship shall be as per the RDSO guidelines & Specification. Engineer's may instruct to any tests as per the railway specification & guidelines . The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used.
- ii. The sources of materials to be supplied under the work to be intimated to the Engineer for approval.

52.2 Supply of sample

All samples shall be supplied by the Contractor at his own cost.

52.3 Cost of tests of Materials and Workmanship

The cost of carrying out any tests in a reputed laboratory as acceptable to the Engineer shall be borne by the Contractor except for the materials to be supplied by the Engineer.

53.0 REMOVAL OF IMPROPER MATERIALS AND WORKS

- i. The Engineer shall have the authority to order in writing from time to time:
 - a) The removal from site within specified time, of any material, which in the opinion of the Engineer, is not in accordance with the Specifications and Conditions of the Contract.
 - b) The substitution of defective material by approved quality material; and
 - c) The removal and proper re-execution, notwithstanding any previous decision or interim payment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in

accordance with the contract.

- ii. In case of default on the part of the Contractor in carrying out such order, the Engineer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

55.0 SUSPENSION OF WORKS ORDERED BY THE ENGINEER

The Contractor shall, on the order of the Engineer, suspend the works or any part thereof, for such time, and in such manner, as the Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for extension of time for completion of work as the Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

56.0 DELAY AND EXTENSION OF CONTRACT PERIOD

Extension of time for the completion of the work shall be governed by Clause 17, 17A and all sub clauses of the Railway GCC-April 2022 including all correction slips and the contractor shall be responsible for requesting such extension in terms thereof. While applying for such extension, a Bar Chart showing the work already done and the program for the work to be done shall be prepared and shown in juxtaposition with the bar chart submitted under clause 16 of SCC, giving reasons for slippage activity-wise. IRCON may agree to such extension of time of completion if they consider justified.

56.1 DELAY DUE TO CONTRACTOR AND LIQUIDATED DAMAGES:

The Extension of time with Liquidated Damages (LD) for delay due to Contractor account shall be dealt as per clause 17 B and all sub clauses of Indian Railway Stranded General Condition Contract April 2022 including all correction slips.

56.2 Engineer's decision on compensation payable being final

The decision of the Engineer as to the compensation, if any, payable by the Contractor under this clause shall be final and binding.

56.3 Time to continue to be treated as the essence of contract in spite of extension of time.

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

57.0 **DETERMINATION OF CONTRACT DUE TO CONTRACTOR'S DEFAULT**

DETERMINATION OF CONTRACT shall be dealt as per IR GCC clause 61 & 62 including sub clause and other relevant clauses of Indian Railway Stranded General Condition Contract April 2022 including all correction slips.

57.1 Entitlement of Employer/Engineer:

In cases of determination of contract on contractor default, the Employer/Engineer shall be entitled to:

- a. Forfeit the whole or such portion of the Performance Security amount, as he may deem fit, and
- b. To measure up the whole or part of the work from which the Contractor has been removed and get it completed by another contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final.
- c. and any other entitlement as per IR GCC clause.

58.0 **FORECLOSURE OF CONTRACT:**

The Employer/Engineer shall be entitled to foreclose the contract, at any time, should, in the Employer/Engineer's opinion, the cessation of works becomes necessary, owing to paucity of funds or due to court orders or from any other cause whatsoever. Notice in writing from the Employer/Engineer of such termination and reasons therefore, shall be conclusive evidence thereof. In such a case, the value of approved materials actually brought to the site and of work done upto date by the Contractor, shall be paid for in full by the Employer/Engineer, at rates specified in the contract. If rates for any materials or items of work are not available in the contract, these shall be fixed by the Engineer in terms of clause 66.0.

In case of determination of contract on Employer/Engineer's account as described above, the claims of the Contractor towards expenditure incurred by him in the expectation of completing the whole works, shall be admitted and considered for payment as deemed reasonable and are supported by the documents/vouchers etc. to the satisfaction of Employer/Engineer. The decision of the Employer/Engineer on the necessity and propriety of such expenditure shall be final and conclusive.

However, the Contractor shall have no claim to any payment of compensation or otherwise, on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not in consequence of determination of contract under this clause.

Plant, Equipment and tools as well as unutilised materials supplied by the

Employer/Engineer to the Contractor shall be returned in acceptable conditions at Engineer's depot at Contractor's cost. The Engineer shall be entitled to recover the cost of unreturned Plant, Equipment and tools as well as unaccounted materials from the Contractor. The amount to be recovered from the Contractor shall be decided by the Engineer whose decision in this regard shall be final and binding. The Contractor shall have to pay back unrecovered portion of advances made to him, together with accrued interest thereon. In case, the Contractor defaults, the Engineer shall recover the amounts from any payment due to the Contractor, or from the Performance Security or by encashing the Bank Guarantees given by the Contractor for securing the advances or for any other purpose. This is without prejudice to other remedies available to the Employer/Engineer.

59.0 DEATH OF CONTRACTOR / PARTNER

If the Contractor is an individual or a sole proprietary concern, and the individual or a sole proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, in that case, unless the Employer/Engineer is satisfied that the legal representative of the individual Contractor or of the sole proprietor, as the case may be, or in the case of partnership firm, all surviving partners are capable of carrying out and completing the contract, the Employer/Engineer shall be entitled to rescind the contract as to its incomplete part. In that event, the Employer/Engineer shall not be liable to pay any compensation to the legal heirs of the deceased Contractor and / or to the surviving partners of the Contractor's firm, on account of such cancellation of contract. The Engineer's decision as to whether the legal representatives of the deceased Contractor or surviving partners of the Contractor are capable of carrying on and completing the contract shall be final and binding on the parties. Provided further that the legal representatives of the deceased Contractor or the surviving partners shall also not be liable to pay any damages, alleged or actually suffered by the Employer/Engineer, in respect of incomplete part of the contract. Any liability incurred by the deceased Contractor, or by the deceased partner of the contracting firm, before his death, shall be recovered from the legal representatives of the deceased Contractor or from the surviving partners of the said contracting firm as the case may be.

60.0 **EMPLOYMENT OF RETIRED OFFICERS/ENGINEER OF EMPLOYER/ ENGINEER**

No Officer/Engineer of the Employer is allowed to work as a Contractor or his employee for a period of two years after his retirement/resignation from the service of the Employer without the prior permission of the Employer.

61.0 **MODIFICATION TO CONTRACT**

In the event of any provisions, of the contract requiring to be modified except IR GCC after the agreement has been signed, the modifications shall be made in writing and signed by the Employer/Engineer and the Contractor or his authorized representative. Such modifications will not be effective until the same have been signed by both the

parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer/Engineer unless and until the same are incorporated in a formal instrument and signed by the Employer/Engineer and the Contractor.

62.0 MODIFICATIONS TO WORK

The Engineer shall be competent to order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of execution or use of materials for the execution thereof and to any additional works to be done or any work not to be done.

The enlargement, extension, diminution, reduction, alterations or additions, referred to above shall in no way affect the validity of the contract, but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations, obligations and rates as if they had been originally and expressly included and provided for in the Bill of Quantities, specifications and drawings, and the amount to be paid therefor shall be calculated in accordance with accepted rates and other extra items of works at the rates, determined as per contract. However, the rates of quantities exceeding 25% of those provided in Bill of Quantities shall be finalised as per clause 65.0 of these conditions

63.0 RATES FOR ITEMS OF WORK TO BE ALL INCLUSIVE

- i. The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also deemed to include except specifically provided otherwise in the Contract:
 - All materials, labour, tools and plant, stores, centering, shuttering, etc.
 - Construction/Erection, maintenance and removal of all temporary works.
 - All watching, lighting, pumping and draining unless otherwise provided for.
 - All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
 - All sanitary and medical arrangements for labour camps.
 - The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.

- Site clearance except specifically provided otherwise in the Contract.

Rates are inclusive of material procurement, manufacturing, testing, inspection, insurance, freight charges, loading & unloading for supply at site.

- ii. Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- iii. All rates quoted in the Bill of Quantities shall be deemed to be inclusive of all types of taxes, duties and levies imposed by Central/State Govt. and local bodies such as IGST/CGST/SGST/UTGST, compensation cess, labour cess, custom duties, royalties, and other levies. No additional amount shall be paid or claim be entertained on this account by Employer/Engineer.
- iv. If there is any change to the existing rates of statutory taxes / duties of the state/central governments are levy of any new type of statutory taxes/duties or substitution of existing taxes/duties after the last date of submission of tender shall be borne by employer/Engineer. The increase or decrease in the liability on this account will be dealt with accordingly. Increase in liability shall be reimbursed as per actual on submission of computation of increased liability statement with the documentary evidences in the form of challans/returns of the contractors/suppliers to the satisfaction of employer/Engineer. Similarly, in case of reduction of taxes/duties by either of central / state government/local bodies due to change in the rate of taxes/duties or due to introduction of new tax or substitution of existing taxes the benefits of reductions in the liability shall be passed on the Employer/Engineer immediately commencing from the first periodical return falls due. Computation of decrease in liability shall be submitted by the contractors/suppliers/service providers, examined and agreed by Employer/Engineer. All the changes in the rules and consequent payments should be supported by documentary evidences.

In case the contractor fails to intimate and does not pass on benefits to employers, he may be liable to a penal interest for the period for which benefits has not been passed on at the rate of SBI MCLR+3%. In addition to this penalty equal to 10% of amount of benefit shall also be levied in case benefit fallen due has not been intimated to Employer.

- V. The contractor/suppliers/service providers who is liable to get registered under the GST Act shall submit a copy of the registration certificates with GST number and such other details as desired by Employer/Engineer for compliance under the CGST/IGST/SGST/UTGST and compensation cess act. The contractor/supplier/Service provider shall be responsible for issuing of Tax invoices, filing of Statutory monthly return and deposit of statutory taxes within the time limit as prescribed in Law. Any interest/penalty/Taxes, (non-availment of input tax credit due to mismatch in GSTR2) which is required to be paid by Employer/Engineer due to the default by the contractor/supplier/service provider

to comply with the above mentioned activities/ provisions as prescribed in laws, rules and regulation shall be recovered from the contractor/supplier/service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to Employer/Engineers.

While passing the bills of the Contractor / Supplier / service provider, the GST component will be kept in withheld account by the Employer/Engineer and the GST component shall be released only after the credit thereof is received by the Employer/Engineer in the electronic credit ledger on GSTN.

- vi. The Contractor/Supplier/Service provider who is not liable to get registered under the GST Act or who has opted for composition scheme under the GST Act shall submit documentary evidence in support of the above.
- vii. In case of unregistered contractor/Supplier/Service provider, Employer/Engineer shall deduct applicable GST under reverse charge from the payment released by back calculation method. GST deducted shall be deposited the concerned authority.
- viii. Employer/Engineer shall deduct cess @ 1% on account of labour cess on the total value inclusive of supply and work from each RA Bill of the contractor or at prescribed rate as per provision of the building other Construction Work Welfare Cess Act 1996.
- ix. The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.
- x. The contractor shall be liable to submit the royalty payment receipt as per the applicable norms and the prevailing rate to the extent materials are used on the project. IRCON shall be free to deduct suitable amount from RA bill of the contractor if the royalty payment receipt is not submitted by the contractor before releasing payment. Amount deducted by the engineer on account of Royalty shall only be released on submission of royalty payment receipt/Royalty clearance certificate by the contractor. However, Contractor shall be liable to submit royalty clearance certificate from the concerned authority before releasing the final bill. The minerals being used by the contractor should be purchased from valid authorized

lease/permit holders/authorized dealers.

- xi. Upon implementation of GST any reduction in Tax on supply of Goods or Services or the benefits of input tax credit shall be passed on to Employer/Engineer by way of commensurate reduction in prices.

64.0 ACCEPTED RATE APPLICABLE TILL THE COMPLETION OF WORK

The rates as per the accepted Bill of quantities, shall be firm and hold good till the completion of the works, and no additional claim or amount shall be admissible on account of fluctuations in market rates, increase in taxes, levies, fees royalties etc. unless specifically provided for in the Contract.

65.0 VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES

The quantities of items shown in the Bill of Quantities are approximate, and liable to vary during the actual execution of the work. The Contractor shall be bound to carry out and complete the stipulated work, irrespective of the variations in individual items, specified in the Bill of Quantities. Such variation in quantities shall be dealt as per clause 42. (1) & 42. (2) ,42. (3) including all sub clauses of Indian Railway General Conditions of Contract (GCC),April 2022 including all correction slips.

66.0 ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES

66.1 If any item of work not provided for in the accepted Bill of Quantities and required to be executed for completion of work, the Contractor on receipt of instructions from the Engineer, shall be bound to carry out such items of work at the rates to be decided as per clause 39 (1) & 39 (2) of Indian Railway General Conditions of Contract (GCC),April 2022 including all correction slips.

66.2 Rates for extra item(s) of works shall be dealt as per clause 39 (1) & 39 (2) of Indian Railway General Conditions of Contract (GCC),April 2022 including all correction slips.

66.3 Provisional payment for extra item

In case mutually agreeable settlement of rates is not arrived at between the Engineer and the Contractor, the Contractor shall be bound to carry out the works at rates to be decided by the Engineer. In the absence of a finalized rate for a new item, the Engineer shall be entitled to certify payment to the Contractor based on a provisional rate fixed by the Engineer for the work done under the new item. This shall be subject to upward or downward adjustment after the rate is finalized by the Engineer for that item.

66.4 The decision of the Engineer under this clause shall be final and binding.

67.0 LIEN IN RESPECT OF CLAIMS IN OTHER CONTRACTS

Any moneys due to the Contractor either alone or jointly with others, including the performance guarantee amount returnable to him may be withheld or retained or encashed by exercise of lien by the Client/ Employer/Engineer against any claim of the Client/ Employer/Engineer or any other branch, office department or subsidiary of the client/ Employer/Engineer in respect of a sum of money arising out of or under any contract other than the present contract made by the Contractor alone or jointly with the client/ Employer/Engineer or any other branch, office, department or subsidiary of the client/ Employer/Engineer. It is agreed term of contract that the sum of money so withheld or retained under this clause by the client/ Employer/Engineer, shall be kept withheld or retained till the claims arising out of or under the contract, are either mutually settled or determined by the Arbitrator, or by the competent court, as the case may be and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account, in respect of any sums of money withheld retained, under this clause and duly notified to the Contractor.

68.0 MEASUREMENTS OF WORK AND PAYMENTS

68.1 Measurements

The Contractor shall be paid for the works at rates in the accepted Bill of Quantities of the contract and extra items of work at rates determined under clause 66.0 of these conditions. The measurement shall be taken by the Engineer or his representative in the presence of the Contractor or his authorized representative.

68.2 Measurement of work at regular intervals

The measurements of the work shall be taken in accordance with the contract during progress of work and at such intervals, as in the opinion of the Engineer or Engineer's Representative shall be proper, having regard to the progress of the work. On an agreed date and time, the Engineer or his Representative shall take the on account or final measurements in the presence of the Contractor or his authorised representative. The Engineer or his authorised representative shall sign the measurements, which shall also be signed by the Contractor or his authorised representative as an acceptance of the measurements. If the Contractor or his representative fails to turn-up at the time of taking measurements inspite of notice to do so, the Engineer or his representative shall be entitled to record the measurements ex-parte and these shall be final and binding on the Contractor.

68.3 Measurement of works as per records and drawings

- i. For the purpose of measuring such permanent works, as are to be measured by records and drawings, the Contractor shall prepare records and drawings at regular intervals and submit to the Engineer or Engineer's representative for his scrutiny.
- ii. In case, there is a discrepancy in the measurements of work done and the

measurements as per drawings, measurements for the minimum of the two shall only be accounted for, provided the executed work is acceptable to the Engineer.

- iii. The Engineer or the Engineer's representative shall have the right to rectify any incorrect measurements and delete/correct any measurements if it is found at a later stage that the work is incomplete, defective and/or not conforming to the specifications.

69.0 ON ACCOUNT PAYMENTS

69.1 The Contractor shall be entitled to be paid from time to time, by way of "On-account" bills, only for such works, as in the opinion of the Engineer, the Contractor has executed in terms of the contract. Such payments shall be made at intervals to be decided by the Engineer depending upon the progress of work. Payment shall be made only on submission of bills along with measurements and necessary documents by the Contractor for scrutiny of the Engineer/ Engineer representative. The amount certified shall account for all deductions, including statutory deductions as for GST tax, income tax, etc., recoveries for advances and any amounts due from the Contractor. Such payments made by the Engineer shall not constitute any final acceptance of the measurements. In case of any discrepancy, the Engineer shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books. In such cases, the Engineer shall have the right to recover any amount paid in an earlier bill/bills from any subsequent bill/bills and should the amount to be recovered be more than the amount of the subsequent bills, the Contractor shall on demand from the Engineer immediately refund the amount to the Engineer within 7 days, failing which he shall have to pay interest @1% per month till the said extra amount is paid back by him.

69.2 For materials brought to site by the Contractor, the Engineer may allow (interest free) payment @ 75% cost of major materials brought to site for use in the works as secured advance which will normally be paid along with next on account payment. The payment of secured advance shall be made without any bank guarantee but on written request of the Contractor alongwith indemnity bond indemnifying Employer/Engineer against any loss and/or damages to the materials for which secured advance is sought by the Contractor. The indemnity bond shall be submitted on a non-judicial stamp paper of minimum value of ₹100/- duly notarized as per the format approved by the Engineer. The Contractor should supply necessary vouchers etc. as evidence that payment has been made by the Contractor for all the materials brought to site for which secured advance is sought by the Contractor. Secured advance shall be paid at the rates derived from the accepted rate of the item(s) for which the materials are to

be consumed and procurement rates, whichever is lower. The Engineer's decision as to the Quality, Quantity and value of the materials for which such secured advance is payable will be final and binding on the Contractor. The recovery of secured advance so made will be made from the subsequent on account bills to the extent the materials are consumed in the work.

69.3 The Engineer may on specific request and authorization by the Contractor in writing release payments directly to the Suppliers, sub-contractors or petty contractors of the Contractor from the amount(s) certified, passed and due for payment to the contractor.

69.4 In cases of default by the Contractor, the Engineer may without any notice to the Contractor, release payments directly to the suppliers/sub-contractors and/or petty contractors of the Contractor. All such payments shall be recovered with interest @ 1.25% (including administrative charges) per month from the payments due to the Contractor.

69.5 In exceptional circumstances, if the Contractor is not able to make prompt payments to his suppliers affecting supplies of materials and progress of work, the Engineer may (but shall not be obliged to) give assurance to the suppliers for payments against supply of materials/consumables to the Contractor. In this case, the Contractor shall give to the Engineer an undertaking in writing that cost of such materials if not paid by him may be directly paid to his suppliers and recovered from his dues. Such payments shall only be made after receipt of materials at site and verification of the payments by the Contractor. The recovery of such payments shall be made with interest @ 1.25% (including administrative charges) per month from the next payment due to the Contractor. Total payments so made on behalf of the contractor shall not exceed 5% of the Contract value during the entire contract period.

69.6 The decision of the Engineer regarding exceptional circumstances and payments to be made to the suppliers, sub-contractors and petty contractors under the clause Nos. 69.3, 69.4 and 69.5 shall be final and binding on the Contractor. Such payments shall also not relieve the Contractor from any of his liabilities or obligations under the Contract.

69.7 No payment under the contract shall be made to the Contractor before receipt of performance security. The Engineer shall also be entitled to withhold payments under the above sub-clauses in case the Contractor fails to get himself registered under sales tax/labour laws or fails to fulfill his obligation under the contract.

70.0 **FINAL MEASUREMENTS AND PAYMENTS**

As soon as possible after completion of work, the Contractor shall submit the final bill along with detailed measurements of work done, accountal of the materials, plant and machinery issued by the Engineer and all other statements, supporting documents required for finalization of the bill. The final bill, measurements and documents submitted by the Contractor shall be scrutinized by the Engineer or his representative and in case the same are found not in order, the Engineer shall direct the Contractor to re-submit the final bill along with all details. On receipt of all requisite details and final bill from the Contractor, the Engineer shall have the final measurements taken, recorded and signed jointly. An accountal of any plant, equipment and materials issued by the Engineer to the Contractor, shall also be prepared and signed jointly. Based on the final measurements and materials and plant and equipment accountal statements, the Engineer shall prepare the final bill.

The Contractor shall sign the Engineer's copy of the Final Bill Account in token of acceptance of the full and final value of the works performed under the contract and submit a "No Claim Certificate" on the prescribed performa along with a list of unsettled claims, if any. The Engineer shall then arrange to make payment against the final bill.

71.0 MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE

71.1 Mode of Payment:

- a. All payments to the Contractor shall be made through Electronic Clearing System (ECS). The contractor shall furnish his Banker's details in addition to his own bank account details. All amounts payable to the Contractor shall be directly credited to his bank account.
- b. In case, the contractor is having his account with a bank not having Electronic Clearing System (ECS), the Contractor may open a bank account with the bank having this facility.
- c. All payments to the Contractor shall be made by above means only unless specifically otherwise agreed by the Engineer in special circumstances for petty payments.

71.2 **Tax deduction at source**

Income tax shall be deducted from the payments credited/released by Employer/Engineer to the Contractor/Supplier/Service Provider against execution of work as per the Income Tax Act, 1961. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by

the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer/Engineer. The Employer/Engineer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Engineer PAN (for TDS), as applicable.

The deduction towards income tax shall be made at source from the payments due to the non- resident Contractor/Supplier/Service Provider as per section 195 of the Income Tax Act, 1961.

TDS shall be deducted from running bills at the specified rate as per GST Act.

71.3 Payment through Discounting of Bills on TReDS Exchange

(A) With introduction of MSME TReDS platform by the Ministry of Heavy Industries & Public Enterprises, IRCON has entered into Master agreement with M/s RXIL (Receivable Exchange of India Limited), M/s M1xchange (Mynd Solutions Pvt Ltd), M/s Invoicemart (A. TReDS Limited)) and M/s C2FO Factoring Solutions Private Limited for setting up TReDS Exchange where MSEs vendors of IRCON have the option to realize their payment before due date by discounting their bills on MSME TReDS Exchange platform of M/s RXIL or M/s M1xchange or M/s Invoicemart or C2FO Factoring Solutions Private Limited.

If MSME vendors are willing to avail facility of discounting their bills through TReDS Exchange, they will first have to enter Master Agreement with M/s RXIL RXIL or M/s M1xchange or M/s Invoicemart or C2FO Factoring Solutions Private Limited and share a copy of Agreement with IRCON.

(B) In such cases, after logging in to TReDS Exchange, MSEs vendor is required to create a factoring unit on the basis of invoice after deductions/ recovery of all statutory dues. It may be noted that the factoring unit shall be verified by IRCON for net payable amount only, i.e. after recovery/ deduction of statutory dues and as per terms and conditions of the Contract Agreement.

(C) In case, the factoring unit gets financed by financiers in the TReDS platform Exchange, IRCON's payment liability towards MSEs vendors ceases to be existed. In such cases IRCON, shall make payment to the ultimate financier on the due date of payment as per terms of the Contract Agreement.

(D) In the event of a factoring unit approved by IRCON and remains unfinanced, payment can still be routed through the RXIL or M1xchange or Invoicemart or C2FO Factoring Solutions Private Limited TReDS platform without any charge, or IRCON

shall make the payment directly to the MSME vendor's account through ECS mode as per sub-clause no. 64.1.1. of the GCC.

(E)IRCON shall not be liable for any damages, losses, claims and liabilities (including legal cost) resulting from any of the following:

1. MSME vendor's inability to use RXIL's TReDS Platform or its services.
2. any defect in services on the TReDS platform from any Participant or any other third party through the site.
3. Unauthorised access by third parties to data or private information of any user/participant.
4. any matter relating to services however arising, including negligence.

72.0 COMPLETION CERTIFICATE

72.1 As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Engineer, and the Engineer, within 30 days of receipt of such notice, shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Engineer. If the Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor. If in the opinion of the Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Client/Employer/Engineer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

72.2 Completion certificate not to absolve the Contractor from his Responsibilities:

The Certificate of Completion of Works referred to in sub-clause 72.1 shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Engineer / Engineer representative from materials or workmanship being not in accordance with the Contract. These shall be rectified and

made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Engineer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Engineer, under any other contract.

73.0 CLEARANCE OF SITE ON COMPLETION

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Engineer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 7 days after receiving notice to that effect from the Engineer.

74.0 POST PAYMENT AUDIT

It is an agreed term of the contract, that the Employer reserves to himself the right to carry out a post payment audit or technical examination of the works, and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Contractor is discovered to have been made in respect of any work done, the Contractor will be bound to refund the same to the Engineer or may be adjusted against any dues of the Contractor. If any under payment is discovered, the same shall be paid by the Engineer to the Contractor. Such payments or recoveries, however, shall not carry any interest.

75.0 DEFECT LIABILITY PERIOD AND CERTIFICATE

75.1 The Contractor shall maintain, rectify and make good at his own cost any defect/ deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period as specified in the Key Information Table in Para 1.1 of e-Procurement Notice. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

75.2 The defect liability period shall start after issuance of completion certificate to the agency after successful completion of scope of work of the contract and commissioning

of the track. In defect liability period the contractor has to attend / rectify the deficiency noticed with respect to the track after opening for rail movement, apart from any other deficiency/defect communicated to the contractor by the Engineer.

75.3 In the contract, the expression “Defect Liability Period” shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the Engineer.

75.4 The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Engineer during Defect Liability Period. As specified in the Appendix to Tender **i.e. 06 months** from the date of completion of work as shall be mentioned in the completion certificate.

However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

75.5 The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Engineer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Engineer, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Engineer.

75.6 No certificate other than “Defect Liability Certificate” shall be deemed to constitute final approval of the work or part of the work for which it is issued.

76.0 UNFULFILLED OBLIGATIONS

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Engineer shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

77.0 PRODUCTION OF VOUCHERS

77.1 The Contractor, whenever required, shall produce for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the Contractor.

77.2 If any part or item of the work is allowed to be carried out by a sub-Contractor, the Engineer shall have power to secure the books of such sub- contractor, through the Contractor, and shall have power to examine and inspect the same

78.0 **FORCE MAJEURE**

78.1 If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 21 days of the occurrence thereof.

- a) Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b) The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c) If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.
- e) Works that have already been measured shall be paid for by the Engineer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer/Engineer.
- f) If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Engineer shall have the option to take over any plant

and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Engineer.

78.2 If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

79.0 Claims

79.1 Monthly Statement of claims:

The Contractor shall prepare and furnish a monthly statement to the Engineer, on or before 15th day of every month , accounting the details and particulars of all extra or additional works and claims for additional with proper justification , to which the Contractor may consider himself entitled to and / or the details and particulars of all extra or additional works ordered by the Engineer , which he has executed during the preceding month . If the Contractor fails to notify and submit such details, particulars and claims within the said period as stated hereinabove , it will be deemed that the Contractor has no such claims for payment and he will be precluded and debarred from raising any such claim (s) afterwards , during the progress of work , at the time of submission of Final Bill , or otherwise . Non - receipt of statement, as aforesaid , shall be construed that contractor has ' no claim ' .

79.2 Signing of " No Claim " Certificate:

At the time of signing of the Final Bill, prepared based on the final measurements and accountal statements, as explained in Clause 79.1, the Contractor shall submit a " No Claim " Certificate along with a list of unsettled claims , if any , to the Engineer .

The Contractor shall not be entitled to make any claim whatsoever against IRCON under or by virtue of or arising out of this contract, nor shall IRCON entertain or consider any such claim, if made by the Contractor, after the Contractor gives the " No Claim " Certificate in favour of IRCON .

The Contractor shall be precluded from disputing the correctness of the item covered by No Claim " Certificate. In case, the Contractor submits a list of unsettled claims. along with the " No claim " Certificate, he shall not be entitled to submit any additional claims, other than those submitted along. with " No Claim " Certificate in the Appendix of the " No Claim " Certificate, provided such claim not include the claim (s) which has become final provided under Clause 72.1 , proceeding for dispute resolution .

The " No Claim Certificate " furnished by the contractor shall be treated as the " Discharge Certificate " by the Contractor, which discharges the Employer from all liabilities under the contract and the contract get discharged / closed conclusively for both the parties, except as provided hereinabove .

80.0 Settlement of Disputes/Arbitration Rules: Not Applicable

81.0 Others

- I. It should be specifically noted that some of the detailed drawings may not have been finalized by the IRCON/Railway and will, therefore, be supplied to the contractor as and when they are finalized on demand. No compensation whatsoever on this account shall be payable by the Railway/IRCON Administration.
- II. No claim whatsoever will be entertained by the IRCON/Railway on account of any delay or hold up of the works(s) arising out of delay in approval of drawings, changes, modification, alteration, additions, omission or late supply of such materials as are required to be arranged by the Railway/ IRCON or due to any other factor on IRCON/Railway account.
- III. No claim for idle labour and or idle machinery etc. on any account will be entertained. Similarly, no claims shall be entertained for business loss or any such loss.

82.0 LAWS GOVERNING THE CONTRACT & JURISDICTION OF COURTS;

The Contract shall be governed by the laws in force in India and Jurisdiction of courts shall be New Delhi only, in exclusion of other courts.

83.0 Books of Reference not limited to this.

These tender documents are to be read with the followings books/codes/manuals with versions updated/corrected/modified up to the date of tender opening:
Railway/IRS books of reference: -

1. RDSO Report No C-226
2. IRS BS-111 (R6): Guidelines for use of High Strength Friction Grip (HSFG) bolting assemblies on bridges on Indian Railways
3. IRS B1-2001 with latest amendment or latest version
4. ASTM- D5363 : Standard Specification for Anaerobic Single-Component Adhesives (AN)1
5. ASTM D5648-01: Standard Test Method for Torque-Tension Relationship of Adhesives Used on Threaded Fasteners (Lubricity)
6. ASTM D5649-Standard Test Method for Torque Strength of Adhesives Used on Threaded Fasteners
7. ASTM D4562-01: Standard Test Method for Shear Strength of Adhesives Using Pinand-Collar Specimen
8. ISO-10123: Adhesives - Determination of shear strength of anaerobic adhesives using pin-and-collar specimens
9. ISO-19064: Adhesives Determination of torque strength of anaerobic adhesives on threaded fasteners

10. ISO-11359-1: Plastics — Thermomechanical analysis (TMA): — Part 1: General principles
11. ISO-11359-2: Plastics — Thermomechanical analysis (TMA): Part 2: Determination of coefficient of linear thermal expansion and glass transition temperature
12. ISO-11359-3: Plastics — Thermomechanical analysis (TMA): Part 3: Determination of penetration temperature
13. IS 13055: methods of sampling and test for anaerobic adhesives and sealants
14. ISO-16047 : Fasteners — Torque/clamp force testing
15. IS 4000 : Code of practice for high strength bolts in steel structures
16. 16) IS : 1367-Part-3 : Technical supply conditions for threaded steel fasteners Mechanical properties and test methods for bolts, screws and studs with full load ability
17. IS 3757 : Specifications for High Strength Structural Bolts
18. IS 6623 : Specification for high strength structural nuts
19. IS 6649 : Specification for hardening and tempering washers for high strength structural bolts and nuts of fasteners
20. Indian Railway Bridge Manual
21. IR Code of Practice for the Design of Steel or Wrought Iron Bridges Carrying Rail, Road or Pedestrian Traffic (Steel Bridge Code),
22. IR Codes and Specifications Welded Bridge Code
23. BS 5400 for Bearings of Bridges
24. DFC Schedule of Dimensions.
25. Indian Railway Schedule of Dimensions (SOD)
26. IR Bridge Rules.
27. Indian Railway Works Manual,
28. Indian Railways Permanent Way Manual June, 2020
29. Indian Railway Engineering code
30. IR 25T Loading Standards.
31. IR Code of Practice for the Design of Substructures and Foundation of Bridge (Bridge Substructure and Foundation Code).
32. IR Manual of Design and construction of Pile and Well Foundations.
33. IR Code of Practice for Plain, Reinforced and Prestressed Concrete for General Bridge Construction (Concrete Bridge Code).
34. IS 456- Code of Practice for Plain and Reinforced Concrete.
35. IS 2911 (all Parts) Code of Practice for Design and Construction of Pile Foundations.
36. IS 14593- Design of Bored and Cast-in-Situ Piles
37. IS 1893- Indian Seismic Code
38. IS 1343 Code of Practice for Pre-stressed Concrete.
39. IRS-GE-1, Specifications for Track Ballast
40. UIC 774-3R- Track / Bridge Interaction.
41. Code of practice for Ready mix concrete - IS 4926
42. Indian Railways Unified Standard Schedule of Rates (Formation works, Bridge Works and P.Way Works), 2021 and Indian Railways Unified Standard Specifications

(Formation works, Bridge Works and P.Way Works), 2021 (Signed Copy of IR USSOR 2021 attached with tender document)
https://indianrailways.gov.in/railwayboard/view_section.jsp?lang=0&id=0,1,304,366,526,2737 (Link For reference IRUSSOR 2021 Specifications)

43. Bearing design shall be as per IS/IRC code and where these codes are not available it shall be as per relevant UIC/ASTM/EN.
44. IRC 5, 6, 22, 24, 83 and other relevant specification.
45. Specification for road and bridge works, 5th Revision MORTH 2013
46. Relevant IS code for geo technical investigation and foundation design.
47. CPWD Delhi Schedule of Rates (Vol.-1) & (Vol.-2), 2021 for Building, Road & Horticulture Works.
48. CPWD Specifications (Vol.-1) & (Vol.-2), 2019.
49. CPWD DSR 2020 (Horticulture & Landscaping) for rates and specifications.
50. https://cpwd.gov.in/Documents/cpwd_publication.aspx (Link For reference CPWD DSR and Specifications)
51. Any other standard manuals, specifications or codes which are applicable.

B All Relevant Indian Standards Codes & Specifications:

Note: The books of reference shall also include further references mentioned in above mentioned books of references.

(Ref. Sub-clause no.: 12.5 of Special Conditions of Contract Part-1)

FORM OF AGREEMENT

(To be executed on requisite value of stamp Papers)

AGREEMENT

THIS AGREEMENT made on _____ day of _____
(Month/year) between IRCON INTERNATIONAL LIMITED, acting
through (Project Head and name/address of the
Project.....) (hereinafter called "the
Employer/Engineer") of the one part and
_____ (name and
address of the Contractor) (hereinafter called "the Contractor") of
the other part.

WHEREAS the Employer is desirous that work of
"....."
....." should be executed by the
Contractor viz. **Contract No. _____**
(hereinafter called "the Works", and has accepted a Bid by the
Contractor for the execution and completion of such Works and the
remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) Letter of Acceptance of Tender
 - b) Letter of Acceptance of Tender
 - c) Notice Inviting Tender
 - d) Instructions to the Tenderers
 - e) Appendix to Tender
 - f) Form of Bid
 - g) Special Conditions of the Contract (Part-1)
 - h) SCC (Part-II) Particular Technical Specifications: USSOR 2021 Specification.
 - i) SCC (Part-III) Technical Specifications: Indian Railway Pway Manual including all amendments and correction slips.
 - j) Indian Railway General Conditions of Contract, 2022 including all correction slips.
 - k) Relevant codes and Standards
 - l) Bill of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in

conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and address
of the authorised signatory)

(Name, Designation and address
of the authorised signatory)

Signed for and on behalf of the
Contractor in the presence of:

Signed for and on behalf of the
Employer in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

(to be executed on a non-judicial stamp paper of `100/- only)

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To
IRCON INTERNATIONAL LIMITED,

[Acting through _____ (Project
Incharge) & Address of the Project]

WHEREAS _____ [name and address of Contractor]
(hereinafter called "the Contractor") has undertaken, in
pursuance of Contract No. _____ dated _____
to execute the work of "....."
.....
..... ." (hereinafter called "the Contract.");

AND WHEREAS it has been stipulated by you in the said Contract that
the Contractor shall furnish you with a Bank Guarantee by a scheduled
bank for the sum specified therein as performance security for
compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank
Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and
responsible to you, on behalf of the Contractor, up to a total of
_____ [amount of Guarantee],
_____ [amount in
words], such sum being payable in the types and proportions of
currencies in which the Contract Price is payable, and we
unconditionally agree and undertake to pay you, without any demur or
protest, at once, upon your first written demand and without cavil
or argument, any sum or sums within the limits of _____ [amount
of Guarantee] as mentioned in demand letter, without requiring you to
prove or to show grounds or reasons for your such demand for the sum
specified therein, in the first letter of invocation.

We hereby waive the necessity of your demanding the said amount under
bank guarantee from the Contractor before presenting us with the
demand.

We further agree that no change or addition to or other modification
of the terms of the Contract or of the Works to

be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto _____ (a date 60 days from the date of completion of the work).

We, the _____ Bank further agree that this guarantee shall be invokable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)*. The branch at New Delhi/NCR/Project HQ is being advised accordingly.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank: _____
Address: _____
Date: _____

*The Bank should indicate detailed address of New Delhi/NCR/Project HQ branch along with its Code No.

(to be executed on a non-judicial stamp paper of `100/- only) BANK

GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY

To

IRCON INTERNATIONAL LIMITED,

[Acting through _____ (Project
Incharge) & Address of the Project]

WHEREAS _____ **[name and address of
contractor*]** (hereinafter called "the Contractor") has
undertaken, in pursuance of Contract No. _____
dated _____ to execute the work of
"....."
" [name of Contract and brief
description of work] (hereinafter called "the Contract.");

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has option to get release 50% of the Retention Money against un-conditional Bank Guarantee from a Scheduled Bank acceptable to you as security for compliance with Contractor's obligation in accordance with the contract (Sub clause _____).

AND WHEREAS the Contractor has opted to get released the 50% of the retention money against an unconditional Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of Guarantee], _____ [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to

be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto ____ (till the IRCON INTERNATIONAL LIMITED certifies repayment of retention money in accordance with Sub-clause 8.4 of General Conditions of Contract).

We, the _____ Bank further agree that this guarantee shall be invokable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.)*. The branch at New Delhi/NCR/Project HQ is being advised accordingly.

This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by ----- (Name of Issuing Bank, with address) on ----- (Name of Employer's Bank, with address) IFS Code-----through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank : _____
Address : _____
Date : _____

*The Bank should indicate detailed address of New Delhi/NCR/Project HQ branch along with its Code No.

NO CLAIM CERTIFICATE

Name of Work/Contract: - _____ Contract Agreement
No. _____ Dated _____ and LOA No. _____ Dated _____

I, _____, the authorised representative of M/s _____
(Name & Complete Address of the Contractor),
authorised vide _____ do hereby submit that;

1. The Work for _____ was awarded by
M/s IRCON INTERNATIONAL LIMITED to M/s _____,
Registered Office at _____ vide Letter of Award bearing
No. _____ Dated _____ and subsequent
pursuant to the said LOA Contract Agreement No. _____
Dated _____ was entered between the parties.
2. After completion of above said work and submission of the Final
Bill, prepared based on the final measurements and accountal
statements, I the authorised representative of M/s _____ have
scrutinized at all the dues, claims, contentions, disputes,
issues with the Project Officials of M/s IRCON INTERNATIONAL
LIMITED.
3. I hereby confirm that M/s _____ is entitled to
Rs. _____ (_____ only) in full
and final settlement of all the dues, claims, issues and
contentions from M/s IRCON INTERNATIONAL LIMITED.
4. I also hereby confirm and declare that, upon the receipt of
aforesaid amount of Rs. _____
(_____ only), all dues, claims,
disputes and differences between my above said _____
M/s _____ and M/s IRCON INTERNATIONAL LIMITED
under and with reference to above said Letter of Award No. _____
Dated _____ and Contract Agreement No. _____
Dated _____ stands fully and finally settled
and the contract stand discharged/closed, and no claims survives
except the "Unsettled Claims", amounting to Rs. _____ only as
per "Appendix A", attached herewith for which M/s _____ will
proceed in terms of the conditions of the contract.

For & on behalf of (_____)

Name of the Authorised Person with Designation

Name of the Contractor with Complete Address

PROFORMA FOR APPLICATION FOR TIME EXTENSION

No. _____

Date _____

To,

M/s _____

Subject: - Application for Extension of Time.**Reference:** (1) Contract Agreement No. _____ Dated _____ out of LOA No. _____

Dated _____

(2) Letter _____

Sir,

1. IRCON has awarded the work(s) for _____ (hereinafter referred as the "Work") to M/s _____ (hereinafter referred as "We"/"Our") vide Letter of Award/Acceptance Dated _____ (hereinafter referred as the "LOA") and subsequently a Contract Agreement was executed between the parties on Date _____ (hereinafter referred as the "Contract").

2. In terms of conditions of LOA/Contract the stipulated date of completion of Work is _____ Months from the date of _____ (reference of Event) which is coming to an end on (reference of Date).

Although, We have endeavored to complete the work within the stipulated date of completion, as aforesaid, however due to various reasons, as pointed out in the Appendix to this letter, the Work is yet to be completed. This application therefore, is being made to IRCON INTERNATIONAL LIMITED for consideration of grant of Extension of Time for completion of Work in terms of Clause ____ of _____ Conditions of Contract.

OR

2. In terms of conditions of LOA/Agreement the stipulated date of completion of Work is _____ Months from the date of (reference of Event) which has come to an

end on _____ (reference of Date). Although in response to the specific request made vide Our Letter No.

_____ Dated _____, IRCON INTERNATIONAL LIMITED had considered and granted Extension of Time for completion of Work upto _____ (reference of Date) vide Letter No.

_____ Dated _____, but due to the reasons, as enumerated in the Appendix to this letter, the part of the Work is remain to be completed. Therefore, we once again request IRCON INTERNATIONAL LIMITED to consider Our request for grant Extension of Time for completion of Work in terms of Clause of _____ Conditions of Contract.

3. In case M/s IRCON INTERNATIONAL LIMITED wishes any clarification on the delay events, as enumerated in the Appendix, We assure to provide our fullest cooperation.
4. We further undertake and declare that if the IRCON INTERNATIONAL LIMITED accepts our request and grant Extension of Time, we will not raise any time related claim against IRCON INTERNATIONAL LIMITED, except as provided in the Contract. This undertaking will remain binding during execution and after completion of Work.

**For & on behalf of
(Agency name)**

(Authorised signatory)

Enclosed: - Appendix for Delay Events

Registered Acknowledgement Due

PROFORMA FOR GRANT OF TIME EXTENSION

No. _____ Dated: _____

Sub: (i) _____ (name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ (Quote
specific application of Contractor for extension to the
date received) _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from to ____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of ____ (give here the stipulated date for completion **with/without**** any liquidated damage fixed earlier) will be recovered from you as mentioned in Clause 49.8 of General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.
5. You will be required to submit the work program as per the Extension of Time agreed by the Employer.
6. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

7. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (*here mention the extended date*), further action will be taken in terms of Clause 56.0 of General Conditions of Contract.

Yours faithfully
For and on behalf of

NOTE: ** Strike out whichever is not applicable

ANNEXURE-VII (SCC)

Registered Acknowledgement Due

**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS (DETAILS OF
PART OF WORK TO BE MENTIONED)**

IRCON INTERNATIONAL LIMITED

(Without Prejudice)

No. _____

Date _____

To,

M/s _____

Subject: - Seven Days Notice for works as a whole/ in parts (Details of part of work to be mentioned)

Ref.: Contract Agreement No. _____ Dated _____ out of LOA No. _____
Dated _____

In connection with _____

Sir,

1. In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).
2. Your attention is invited to this office/ Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.
3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause/ sub-clause _____ of General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in sub-clause _____ (*fill-up the appropriate relevant clause/sub-clause no.*) of the General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of

ANNEXURE-VIII (SCC)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK IRCON

INTERNATIONAL LIMITED

(Without Prejudice)

No. _____

Date _____

To,

M/s _____

Subject: - 48-Hours Notice for works as a whole (Details of work to be mentioned)

Ref.: Contract Agreement No. _____ Dated ____ out of LOA No. _____
Dated _____

In connection with _____

Sir,

1. Seven days' notice under Clause 50 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of sub- clause no. __ (*fill-up the appropriate relevant clause/sub-clause no.*) of General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of

ANNEXURE-IX (SCC)

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

IRCON INTERNATIONAL LIMITED

(Without Prejudice)

No. _____

Date _____

To,

M/s _____

Subject: - Termination Notice for works (Details of work to be mentioned)

Ref.: Contract Agreement No. _____ Dated ____ out of LOA No.
_____ Dated _____

In connection with _____

Sir,

1. Forty eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of sub-clause (*fill-up the appropriate relevant clause/sub-clause no.*) of General Conditions of Contract and the balance work under this contract ~~will be~~ carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit is stand forfeited and Performance Guarantee is also encashed and forfeited.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of

ANNEXURE-X (SCC)

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR PART OF THE WORK IRCON

INTERNATIONAL LIMITED

(Without Prejudice)

No. _____

Date _____

To,

M/s _____

Subject: - 48-Hours Notice for part of the works (Details of part of work to be mentioned)

Ref.: Contract Agreement No. _____ Dated _____ out of LOA No. _____
Dated _____

In connection with _____

Sir,

1. Seven days' notice under Clause 50 of General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work (details of part of work to be mentioned).
2. You are hereby given 48 hours' notice in terms of sub- clause no. ____ (*fill-up the appropriate relevant clause/sub-clause no.*) of General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work (details of part of work to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation in the method and manner as deemed fit by the Employer.
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. Your Security Deposit in proportion to the terminated value of work shall also stand forfeited. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stand reduced to The Performance Security in proportion to the reduced value of the contract shall be released on the satisfactory completion of the part work.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of

ANNEXURE-XI (SCC)

(To be executed on a non-judicial stamp paper of Rs. 100/-)

INDEMNITY BOND

THIS INDEMNITY BOND is made this ___ day of _____ (Month) 20
BY _____ (Agency name with detail address and
registration, if any) (hereinafter called the "Contractor" Or the
"Indemnifier" which expression shall include it successors and
permitted assignees) IN FAVOUR of IRCON INTERNATIONAL LIMITED, C-
4, District Centre Saket, New Delhi - 110017 And its Work/Project _
_____ (Name of Work in detail) (Hereinafter
referred as "IRCON" Or the "Indemnity Holder" which expression
shall include its successors and assignees).

WHEREAS IRCON has awarded the work for _____
(hereinafter referred as the "Work") to the Contractor vide Letter
of Award/Acceptance No. _____ Dated
_____ (hereinafter referred as the "LOA").

AND Whereas subsequent to issuance of LOA both the parties, IRCON and
the Contractor has entered into a contract agreement on ____
(hereinafter referred as the "Agreement").

AND Whereas in terms of conditions of the Agreement IRCON is required
to pay cost of the materials to be used in the execution of the Work
(Non-perishable) as per Clause ____ of
_____ to the Contractor.

AND Whereas IRCON is willing to release an amount of _____
(in Figures and Words) towards materials advance as the cost of
materials, on the Indemnifier furnishing to IRCON an
Indemnity Bond for a like sum for a period valid upto _____.

AND Whereas the Indemnifier has agreed to execute an Indemnity Bond
for an amount of _____ (in Figures and Words).

NOW Therefore the above-named Indemnifier does solemnly affirm and
declare as follows:

1. That the above mentioned materials advance of _____
(in Figures and Words) will be adjusted against
progressive bill(s) in terms of conditions of the Agreement
by the Indemnity Holder.

2. That the Indemnifier shall not raise any objection of whatsoever nature and shall refund the whole or part of such advance so received by the Indemnifier as claimed by the Indemnity Holder within the days of the claim being made.
3. That the Indemnifier will be released from obligation under the Indemnity Bond after the claimed amount is paid or the materials advance is adjusted by the Indemnity Holder in full from the running bill(s) as per conditions of the Agreement.
4. That the Indemnity Bond shall remain in force until _____. However, in case the advance is not fully adjusted as aforesaid, notwithstanding what is stated hereinabove, the Indemnity Bond shall continue to be in force until the whole amount is adjusted in full in subsequent _____ month. This Indemnity Bond shall expire and become ineffectual after the entire advance is recovered by the Indemnity Holder as per conditions of the Agreement.

It is undertaken and declared that the Indemnifier has the power and authority for execution of this Indemnity Bond for the value of _____ (in Figure and Words) towards materials advance as provided under Clause ____ of the ____ of the Agreement.

IN WITNESS WHEREOF the Indemnifier has signed and has delivered this Indemnity Bond to the Indemnity Holder on the day, month and year first herein above written.

DEPONENT

**For & Behalf of
(Agency name)**

(Authorised signatory)

WITNESS

1. _____ (Signatory, Name & Address)

2. _____ (Signatory, Name & Address)

Name, Designation & Address of the Issuing

ANNEXURE-XII (SCC)**IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)**

C-4, District Centre, Saket, New Delhi - 110017 (INDIA)

No. _____

Date _____

COMPLETION CERTIFICATE

1.	Name of Agency with Complete Address including Phone No. & Email ID	:	
2.	Name of Work	:	
3.	Contract Agreement No. & Date	:	
4.	No. & Date of Letter of Award of Work(s)	:	
5.	Stipulated Date of Completion of Work(s) as per LOA/Contract	:	
6.	Actual Date of Completion of Work(s)	:	
7.	Cost of Work(s) as per Letter of Award/Contract	:	
8.	Actual Cost of Work(s) on Completion of Works	:	
	A. Prime Cost	:	
	B. Escalation	:	
	C. Variation	:	
9.	Date of Acceptance of Final Bill	:	
10.	Date of Release of Payment against Final Bill	:	
11.	No. of Extension (EOT), if any	:	
12.	LD imposed, YES/NO	:	

(to be executed on a non-judicial stamp paper of `100/- only)

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(Tender Notice No. and date)

Ref: (Bank Guarantee No. and Date)

To

IRCON INTERNATIONAL LIMITED,

[Acting through _____ (Tender Inviting Authority) Designation & Address]

WHEREAS, _____ [name of Bidder] (hereinafter called "the Bidder") intends to submit his bid dated _____ (date) for _____ [name of work] (hereinafter called "the Bid").

AND WHEREAS it has been stipulated by you in the Bid Document that the Bidder shall furnish you a Bank Guarantee by a scheduled bank for the sum specified therein as Earnest Money Deposit as a precondition of submission of the Bid; AND WHEREAS we have agreed to give the Bidder such a Bank Guarantee as required;

NOW THEREFORE we hereby affirm that;

1. **KNOW ALL PEOPLE** by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto IRCON INTERNATIONAL LIMITED (hereinafter called "the Employer") in the sum of ` _____ * [amount of Guarantee], _____ [amount in words] for which payment well and truly to be made to IRCON INTERNATIONAL LIMITED. The Bank binds itself, its successors and assigns by these presents with the Common Seal of the Bank this _____ day of _____ 20__ and undertake and agree to pay unconditionally, without any demur or protest, at once to the Employer up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand.
2. We, the _____ [name of bank], and our local branch at New Delhi (Indicate detail address of local New Delhi branch with Code No.), undertake to pay to IRCON INTERNATIONAL LIMITED up to the above amount upon receipt of their first written demand, without IRCON INTERNATIONAL LIMITED having to substantiate their demand, PROVIDED THAT in their demand IRCON INTERNATIONAL LIMITED will note that the amount claimed by them is due to them owing to the occurrence of one or any of the conditions, provided in the Bid documents as precondition for encashment of the Earnest

Money Deposit , specifying the occurred condition or conditions.

3. This guarantee will remain valid and in full effect upto and including the date _____
**. *Any demand in respect of this Guarantee should reach the Bank not later than the above date.*
4. We, the _____ Bank further agree that this guarantee shall be invokable at our place of business at New Delhi/ NCR/ Project HQ (Indicate detail address of branch with Code No.)***. The branch at New Delhi/ NCR/ Project HQ is being advised accordingly.
5. This Bank Guarantee shall be operative only if it is accompanied by a separate advice sent by _____ (Name of Issuing Bank, with address) on _____ (Name of Employer's Bank, with address) IFS Code _____ through Structured Financial Messaging System (SFMS) and authenticated by the Employer's Bank.

DATE _____ SIGNATURE OF THE BANK _____

SEAL _____

WITNESS _____

[Signature, name and address]

*. The Bank should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as mentioned in the Tender Notice named on top.

**. Date to be filled in keeping a margin of minimum 180 days after the last date for submission of Bids as stated in the "Notice Inviting Tenders" or as executed by IRCON INTERNATIONAL LIMITED (through corrigenda).

***. The Bank should indicate detailed address of New Delhi/ NCR/ Project HQ branch along with its Code No.

ANNEXURE- IXA

Insurance Surety Bond for Earnest Money Deposit/Bid Security

Name of the issuer of surety bond:

To

IRCON INTERNATIONAL LIMITED

Acting through.... (*Tender Inviting Authority, Designation and Address*),
.....

Date:.....

Surety Bond No:

Issue Date: . . .

Amount of Bond:

Expiry Date:

WHEREAS, M/s XXXXXX (hereinafter called “The Bidder”) intends to submit his bid for the work of “xxxxxxxxx” under invitation of Bid notice No. XXXXXX Dated XXXXXX (hereinafter called “The Bid”)

AND

WHEREAS, it has been stipulated by IRCON INTERNATIONAL LIMITED acting through _____ (*Name, Designation and Address of the Tender Inviting Authority*) (hereinafter called “The IRCON”) in the Bid Document that the Bidder shall furnish to the IRCON surety bond for the sum of ₹ XXXXXXX (Rupees XXXXXX Only) as Earnest Money Deposit/Bid Security as a precondition of submission of the bid

WHEREAS, we, _____, (*Name of insurance company*) hereinafter called “The Surety” , acting through [*Name, Designation and Address of the authorised person of the Surety*], have, at the request of **M/S.XXXX** bidder, agreed to give Bond for Earnest Money Deposit/Bid Security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representative 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 IRCON the full amount in the sum of ₹ XXXXXXX(Rupees XXXXXXXXXX Only) as above stated.

2. The Surety undertakes to immediately pay on presentation of demand by the IRCON any amount up to and including aforementioned full amount without any demur, reservation, recourse, contest or protest. Any such demand made by the IRCON 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 the Surety.
3. On payment of any amount less than aforementioned full amount, as per demand of the IRCON, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the IRCON.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by IRCON without any reference to the Bidder and without the IRCON being required to prove or 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 Bidder/IRCON or winding up of the Bidder/IRCON or the Surety or any absorption, merger or amalgamation of the Bidder/IRCON or the Surety with any other party or entity.
7. The Surety agrees that no change, addition, modifications to the terms of the Bid Documents or to any documents, which have been or may be made between the IRCON and the Bidder, will in any way release the surety from the liability and obligation 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, a date 180 days after the last date for submission of Bids as stated in the Notice Inviting Bids/Tenders or as extended by the IRCON through corrigendums / addendums to the bid*

documents). All demands for payment under the Bond must be received by us on or before that date.

9. The Surety agrees that the IRCON' 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 IRCON or the Bond is released by IRCON before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the IRCON before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety, Bidder and IRCON 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 IRCON. This Bond is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758 except that the supporting statement under Article 15(a) is hereby excluded.
13. We, the Surety, further agree that the IRCON shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the IRCON that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the IRCON and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority or by the discharge of the Bidder for any reason whatsoever.
14. The IRCON shall have the fullest liberty without affecting in any way the liability of the surety under this surety bond from time to time to vary any of the terms and conditions contained in the said bidding documents or to extend time for submission of the bids or the bid validity period or the period for conveying acceptance of Letter of

Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to the IRCON, and the Surety shall not be released from its liability under these presents by any exercise by the IRCON of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the IRCON or any indulgence by the IRCON to the said Bidder.

15. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the Bidder in favour of the IRCON available with the IRCON. The Surety, under this Bond, shall be deemed as Principal Debtor of the IRCON.
16. This Surety Bond shall also be operable at our , branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
17. Any notice by way of request, demand or otherwise hereunder may be sent by post (courier or registered post) or by authorized e-mail addressed to the Surety at its above referred branches, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the IRCON that the envelope was so posted shall be conclusive.

Dated the day of 20--

Place....

Surety'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.]

ANNEXUR E-IV (AA)

NOTE: This Annexure IV(AA) is to be attached only with Financial Bid.

Name of Work :.....

ANNEXURE IV(AA) PROFORMA FOR STATEMENT OF MINOR DEVIATIONS (Refer Clause 6. and 7. of ITT)			
Name of tenderer/firm:			
The following are the particulars of minor deviations from the requirements of the Tender Document:			
Sr. No	Clause	Deviations	Price adjustment for each deviation/s
Note: 1. The Tenderer shall indicate price adjustment against each deviation in Annexure IV(AA) of BOQ. This price is the price which the tenderer shall reduce from this tender price if deviation(s) is/are accepted by the Employer. 2. Where there is no deviation, please indicate 'No Deviations'. In case, Performa of deviations is left as blank, it will be construed that the tenderer has not proposed any deviations from tender documents. 3. If the tenderer proposes deviations in tender documents, and/or any other terms and conditions of the tender, other than in this Annexure, it will have no effect. 4. All deviations have been listed and priced in the financial proposal and deviations not priced will be treated as null and void and stand withdrawn.			

Section - V

SCC (Part -II): Part-I :- Technical Specification

SCC (Part -III): Part-II:- Technical Specification

USSOR-2021 specification with correction slips (Unified Standard Specifications for works & Materials of Indian Railway with all correction slips)

Section - VI

Railway General Conditions of Contract of Railway (GCC), April,2022 updated with correction slips issued up to date of inviting tender.

Section - VII
Safety, Health and Environment

Section - VIII
Abstract of Cost & BOQ