



IRCON/2067/FOB/KG/TENDER/2026/04

**IRCON INTERNATIONAL LIMITED**  
**(A Govt. of India Undertaking)**

**e-PROCUREMENT DOCUMENTS**

**FOR**

Construction of FOB with ramp & steps at various halt stations (12 locations) and extension of FOB with ramp (PF-1,2 & 3) at Sheikhpura and Tilaiya; construction of PF sheds, provision of high level platforms at halt stations, drains, pathways and other allied works in connection with doubling of Kiul-Gaya Rail Line in Danapur Division of East Central Railways.

**Tender No:**IRCON/2067/FOB/KG/TENDER/2026/04,Dt: 22.05.26

**e-BID**  
**(National Competitive Bidding)**

**May-2026**

<b><u>Corporate office</u></b>	<b><u>Project Office</u></b>
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IRCON/2067/FOB/KG/TENDER/2026/04

## SECTION – I

e-Procurement Notice

**(Attached separately)**



IRCON/2067/FOB/KG/TENDER/2026/04

## **SECTION – II**

### **Form of Bid**

*FORM OF BID*

To

IRCON INTERNATIONAL LIMITED,  
Kiul-Gaya Doubling Project,

Acting Through:  
Executive Director/Works  
Sone Bhawan (1<sup>st</sup> Floor),  
Daroga Prasad Rai Path,  
Patna-800001

Dear Sir,

I/We, \_\_\_\_\_ (*Name and address of the tenderer*)  
have read the various terms and conditions of the e-Procurement documents attached herewith 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 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 purposes, climatic conditions, law and order situation and availability of working days.

I/We have quoted 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 “-----”(Name of the work) 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**

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## INSTRUCTIONS TO TENDERERS (ITT)

### 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".
  - 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 under Clause 50 of the Standard General Conditions of Contract.

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/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of the Employer, shall constitute a breach of the contract, liable for determination of the contract under Clause 50 of the Standard General Conditions of Contract.

(c) Governing laws:

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

- (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the 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; or
  - g. A consortium or joint venture (if joint venture is permitted in the tender in terms of sub-clause 1.2.2 above) where any member of the consortium or joint venture falls under any of the above.
- 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 ~~nominated/ Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).~~
  - 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.

<b>Sr. No.</b>	<b>Schedule I</b>	<b>Schedule II</b>	<b>Schedule-III</b>
	<b>Category-I Sensitive sectors</b>	<b>Category-II Sensitive sectors</b>	<b>Sensitive Technologies</b>
(i)	Atomic Energy	Power and Energy (including exploration/ generation/ transmission/	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

(iv)	Space	Construction of ports and dams & river valley	Chemical Technologies
(v)	Telecommunications	Electronics and Microelectronics	Biotechnologies including Genetic Engineering and
(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/Owner: As indicated in 'Key Information Table (KIT) in Para 1.1 of e-Procurement Notice'.

"Client/ Owner" means the Department, Organization, Individual, Firm, Company, J.V. or Consortium who awarded the work to Ircon International Limited for execution/ Project Management Consultancy (PMC) of the project of which the works is a part, and shall include its heirs, executors, legal representatives etc.

b) Employer/Executing Agency: -

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

The scope given in the KIT is only indicative. The detailed scope has been described in the tender documents.

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 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:

e-Procurement Notice  
Form of Bid  
Instructions to Tenderers  
Appendix to Tender  
Special Conditions of Contract  
General Conditions of Contract  
Technical Specifications  
Drawings  
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.

**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 details (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 favour of IRCON INTERNATIONAL LIMITED.
- c) EMD value up to ₹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 bank account No. **50200034507189, RTGS/NEFT IFSC code: HDFC0009265 at HDFC Bank Limited, East Boring Canal Road, Sheetal Sadan, Beside Reliance Trends, Patna- 800001**, Bihar in favour of "IRCON INTERNATIONAL LIMITED" payable at Patna. In case of EMD amount being more than ₹10.00 Lacs, it can also be deposited in the form of irrevocable Bank Guarantee (e-BG issued on NeSL Platform is also acceptable) issued by a Scheduled Bank as per the format enclosed at Annexure IX to 'SCC' / Insurance Surety Bond in the format annexed as Annexure IXA 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 Surety 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.

- 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 5 MB 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:**

- 9.2.1 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.
- 9.2.2 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.
- 9.2.3 In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

## 9.3 **Return of Earnest Money:**

- 9.3.1 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.

9.3.2 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 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 `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: Shri Niraj Kumar Singh  
General Manager (Civil)  
IRCON international Limited,  
Sone Bhawan, (1<sup>st</sup> Floor),  
Daroga Prasad Rai Path,  
Patna- 800001  
Mobile No: 9771465023  
Email ID: nksingh@ircon.org

10.7 Name & Address of IEMs:

- (i) Shri Virendra Kumar Saksena, IRS (Retd)  
Flat No. C-175, Kendriya Vihar, Sector-51,  
Noida-201301. Email: [iem.reference@ircon.org](mailto:iem.reference@ircon.org)
- (ii) Shri Madhusudan Prasad IAS (Retd)  
M-11, Green Park Main, New Delhi-110016  
Email: [iem.reference@ircon.org](mailto: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 (Haryana)-122017  
Email: [iem.reference@ircon.org](mailto: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 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 the CPP Portal (<https://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 Instructions 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 overall 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 (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.

**26.2 Declaration of non-performance or ban status or termination**

Accordingly, tenderers are required to sign an Affidavit as per the enclosed pro-forma in 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 the 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'**

(Refer 'Form of Bid')

**DETAILS OF THE BIDDER**

## 1. Name of the Bidder &amp; authorized signatory:

## 1.1 Registered Address of the bidder

Land Line Telephone Number with STD Code

FAX Number with STD Code

Mobile Number :

Email address :

## 1.2 Address for communication

Land Line Telephone Number with STD Code

FAX Number with STD Code

e-mail Address

## 2. 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. of Bank with STD Code:

e-mail Address :

**Annexure -'II'**

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

**ASSESSMENT OF PERFORMANCE OF WORKING CONTRACTOR**

S. No.	Description	Weightage		Remarks
		Assigned	Obtained	
1	<b>Resource Management/ Financial Status</b>			
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	<b>Physical Progress /Project Execution Capability</b>	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	<b>Quality Assurance Capability</b>			
3.1	Documentation of procedures, work instructions, check list and adherence to the requirements of ISO 9001	2		
3.2	Rectification of defects/non-conformity to quality standards within 7 days: (Nos. mentioned in writing/Rectified within 7 days of writing)	4		
3.3	Implementation of corrective and preventive measures to control non-conformities/ rejections	4		
4	<b>Claims and Disputes</b>			
4.1	Raising unnecessary claims and litigation (Shall be graded negative)	5		
	<b>TOTAL:</b>	<b>100</b>		



**Annexure-'III'**  
(Ref. Clause 24 of 'Instructions to Tenderers')

**ASSESSMENT OF PERFORMANCE OF WORKING CONSULTANT**

**(Not Applicable)**

**DELETED**

**Annexure-'IV'**

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

**FORMAT  
AFFIDAVIT**

**(On non-judicial stamp paper of `1000/- 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 country, 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 ~~nominated/ Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)~~ 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 &amp; 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. (i.e. not less than Rs. 22,34,38,353/-)
  - ii) Two similar works each costing not less than the amount equal to 40% of the estimated cost. (i.e. not less than Rs. 29,79,17,803/-)
  - iii) One similar work costing not less than the amount equal to 60% of the estimated cost. (i.e. not less than Rs. 44,68,76,705/-)

**Similar Nature of works means: -“Fabrication, supply, assembly, erection and launching/re-girdering of girders, through girders, plate girders, FOBs etc. in running track along with construction of reinforced cement concrete girders on Open/Pile foundation”**

2. The average annual financial turnover during the last 3-years should be at least 30% of the estimated cost (i.e. not less than Rs. 22,34,38,353/-).

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, write-back 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.
  - 4.1 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 1<sup>st</sup> day (i.e. 1<sup>st</sup> 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 1<sup>st</sup> day (i.e. 1<sup>st</sup> 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. In case Joint Venture is permitted to participate in this tender in terms of clause 1.2.2 of ITT, then fulfillment of Essential Qualifying Criteria in case of Joint Venture shall be as under:**

**8.1 Experience of Similar Works**

(For Definition of Similar Works please refer Essential Qualifying Criteria)

	Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV
a.	Three Similar Completed or substantially completed works each costing not less than the amount equal to 30% of the estimated cost	All Partners of the Joint Venture (JV) combined must 100% satisfy any of the three criteria 1.a, 1.b or 1.c	Should have completed or substantially completed at least two similar works each costing not less than 30% of the estimated cost.	Should have completed or substantially completed one similar work costing not less than (30/N)% of the estimated cost.  Note: Even if the lead partner has completed or substantially completed three similar works each costing not less than 30% of the estimated cost, Each other partner should have also completed or substantially completed at least one similar work costing not less than (30/N)% of the estimated cost
b.	Two Similar Completed or substantially completed works each costing not less than the amount equal to 40% of the estimated cost		Should have completed or substantially completed at least one similar works costing not less than the amount equal to 40% of the estimated cost	If the lead partner has completed or substantially completed two similar works costing not less than 40% of the estimated cost then each other partner Should have completed or substantially completed at least one similar work costing not less than (30/N)% of the estimated cost. If the lead partner has completed or substantially completed only one similar work costing not less than 40% of the estimated cost, each other partner should have completed or substantially completed one similar work costing not less than (40/N)% of the estimated cost
c.	One Similar Completed or substantially completed work costing not less than the amount equal to 60% of the estimated cost		Should have completed or substantially completed one similar work costing not less than 60% of the estimated cost	Each other Partner should have completed or substantially completed at least one similar work costing not less than (30/N)% of the estimated cost

NOTE: "N" is the total no of other partners of JV excluding the Lead Partner.

**8.2 Average Annual Financial Turnover**

Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV

The average Annual Financial Turnover during the last three years should be atleast 30% of the estimated cost	All Partners of the Joint Venture (JV) combined must 100% satisfy the criteria i.e. the Arithmetic sum of average Annual Financial Turnover during the last three years of all the partners should be atleast 30% of the estimated cost	The average Annual Financial Turnover during the last three years should be atleast 20% of the estimated cost	The average Annual Financial Turnover during the last three years of each other partner should be atleast $(10/N)\%$ of the estimated cost. Even if the lead partner alone is having the Average Annual Financial Turnover during the last three years more than or equal to 30% of the estimated cost.
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NOTE: "N" is the total no of Other partners of JV excluding the Lead Partner.

### 8.3 Net Worth of the Bidder

Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV
Net Worth of the bidder should be at least 10% of the estimated cost	All Partners of the Joint Venture (JV) combined must 100% satisfy the criteria i.e. the Arithmetic sum of Net Worth of all the partners should be atleast 10% of the estimated cost	The net worth should be positive	The net worth should be positive

### 8.4 Bid Capacity

Description of the criteria	All Partners of the Joint Venture (JV) combined	Lead Partner of the JV	Other Partners of JV
The available bid capacity should be equal to or more than the total bid value of the present tender	All Partners of the Joint Venture (JV) combined must 100% satisfy the criteria i.e. the Arithmetic sum of Available bid capacity of all the partners should be equal to or more than the total bid value of the present tender	The Available Bid Capacity should be positive	The Available Bid Capacity should be positive

[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  $0.3 \times 0.2$  value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
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 HEREBY AGREE TO ENTER INTO THIS INTEGRITY 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 bid till the final completion of the contract. Any violation of the same would entail disqualification of the Bidders and exclusion from future 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 official(s) of 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 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, or post-contract stage. In particular the BIDDER undertakes to abide by the measures given in the following paragraphs.
- 3.2 The Bidder will not offer, directly or through intermediaries, any bribe, benefit, or any other advantage such as 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 Para 5 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 filing 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-A).

- 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 of IRCON.

**3.14 All disclosures required under this Pact shall be included as Annexure/ 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 therefor.

- 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:
  - 6.1.1 Shri Virendra Kumar Saksena, IRS (Retd)  
Flat No. C-175, Kendriya Vihar, Sector-51,  
Noida-201301. Email:[iem.reference@ircon.org](mailto:iem.reference@ircon.org)
  - 6.1.2 Shri Madhusudan Prasad IAS (Retd)  
M-11, Green Park Main, New Delhi-110016  
Email:[iem.reference@ircon.org](mailto:iem.reference@ircon.org)
  - 6.1.3 Lt. Gen Harsha Gupta,  
PVSM, UYSM, AVSM, YSM, VSM (Retd)  
Apartment No. A-113, India Bulls Enigma,  
Dwarka Expressway, Sector-110,  
Gurugram (Haryana)-122017  
Email:[iem.reference@ircon.org](mailto: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 request 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 of 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

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

Name of the Authorized  
Officer Designation

(SEAL)

(SEAL)

Witness

Witness

1. \_\_\_\_\_

1      -----  
-----

2. \_\_\_\_\_

2.      \_\_\_\_\_

**Annexure-A****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 Sections 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-B**

**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)  
C-4, DISTRICT CENTRE, SAKET,  
NEW DELHI-110017

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

Web: [www.ircon.org](http://www.ircon.org)

CIN: L45203DL1976GOI008171

## **PROCEDURE FOR SUSPENSION/ BANNING OF BUSINESS DEALINGS**

### **CONTENTS**

<b>S. No.</b>	<b>Description</b>	<b>Page</b>
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	

## **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 the 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 defence 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 Project Head/ 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/ Project Coordinator 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/ Project Coordinator 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 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. Program for deployment of man power (Format - 3).
6. Program for deployment of Plant & Machinery on the project (Format - 4).
7. **Maximum Value of construction works executed and payment received in any of the three financial years (Format - 5)**
8. **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 favor of the person signing the e-bidding documents digitally as well as manually.
16. Banker's details (name of bank and branch) along with bidder's 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.**

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

<b>FORMAT-2</b> (Ref. Sr. No. 4. of Annexure-VII to Instructions to Tenderers) <b>REVENUE FROM OPERATIONS FOR THE LAST THREE YEARS</b>			
<b>S. No.</b>	<b>YEAR</b>	<b>Revenue from Operations (In lacs of `)</b>	<b>Remarks</b>
1	2025-26		
2	2024-25		
3	2023-24		

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 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.
3. The financial turnover shall mean Revenue from Operations of standalone Financial Statements of the Bidder.
4. 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.
5. 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.



<b>FORMAT-3</b> (Ref. Sr. No. 5. of Annexure-VII to Instructions to Tenderers) <b>PROGRAMME FOR DEPLOYMENT OF MAN POWER</b>					
<b>S. No.</b>	<b>Name</b>	<b>Qualification</b>	<b>Designation</b>	<b>Total Experience (in years)</b>	<b>Programme for Deployment</b>
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**

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

<b>FORMAT- 5</b> <i>(Ref. Sr. No. 7. of Annexure-VII to Instructions to Tenderers)</i> <b>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)</b>		
<b>S. No.</b>	<b>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)</b> <b>(In lacs of `)</b>	<b>Remarks</b>
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.

## **SECTION - IV**

### **Appendix to Tender**

**APPENDIX TO TENDER (ATT)**

<b><u>DESCRIPTION</u></b>	<b>Reference Clause</b>
<u>Following materials shall be supplied by the Engineer to the Contractor free of cost: -</u> (NIL)	(Refer SCC clause No - 6)
<u>Following Plant &amp; Machinery shall be issued by the Engineer to the Contractor on hire basis: -</u> (NIL)	( Refer SCC clause No – 7)
<u>The operators for running / operating following Plant &amp; Machinery shall be provided by the Engineer: -</u> (NIL) <u>Hire charges shall be worked out accordingly.</u>	(Refer SCC clause No - 7)
<u>For Price Variation Clause:</u> %age weightage of various component depending upon nature of works: -	Applicable (Refer SCC clause No - 9)
i) Labour component (L)	
ii) Materials component (M) (Other than Bitumen, Cement, Steel – Reinforcement Steel, Structural Steel, HTS wires)	
iii) Plant, Machinery and Spares Component (P)	
iv) POL (Fuel and Lubricants) Component (F)	
v) Cement Component (C)	
vi) Reinforcement Steel (S <sub>R</sub> )	
vii) Structural Steel (S <sub>s</sub> )	
<b>Star Item Component:</b>  *Bitumen -  (Please write NIL if there are no star items in the contract)	NIL
<u>Address of IOCL/ BPCL/ HPCL refinery nearest to the project site for taking price of Bitumen for PVC: -</u>	Not Applicable

**SECTION - V**  
**Special Conditions of Contract**

**SPECIALCONDITIONSOFCONTRACT  
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## Special Conditions of Contract

### 1. INTRODUCTION

The contract will be governed by the provisions of Indian Railways / East Central Railway Standard General Condition of Contract, April '2022 with upto date correction slip as on date (hereinafter called the General Conditions of Contract/GCC) as modified and added to by the following Special Conditions of Contract which shall be read and construed as General Conditions as if they were incorporated therewith. All the terms referred in Indian Railways Standard General Condition of Contract, April '2022 would be applicable to contract of subject construction work.

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

**Joint Venture (JV) is not allowed in this tender; hence clause No.-17 of General Conditions of Contract (GCC) is not applicable.**

### 2. 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 East Central Railway/IRCON or of the successor Railway authorized or any other officer of IRCON authorized to deal with any matters 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 East Central Railway and shall mean and include their successor of the successor Railway
- c) **"Client or Principal Employer or Owner"** means the Department, Organisation, 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 a part, and shall include its heirs, executors, legal representatives etc. In this tender "CLIENT"/" PRINCIPAL EMPLOYER" means the East 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 the case may be.
- j) "**Other Contractors**" means the individual, 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) "**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.
- n) "**Bill of Quantities (BOQ)/ Schedule of Rates**" means list of items of work, their quantities and rates.
- o) "**Original Contract Value**" means the sum stated in the letter of Acceptance/Contract Agreement.
- p) "**Contract Value**" means the original contract value subject to the

adjustments in accordance with the provisions of the Contract.

- q) **"Approval or Approved"** means approval in writing including subsequent written confirmation of previous verbal approval.
- r) **"Defect Liability Period"** means the specified period of defects liability from the date of completion of the work as certified by the Engineer.
- s) **"Letter of Acceptance"** means the letter from the Employer or the Engineer to the Contractor, conveying acceptance of the Tender.

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

### **3. 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 shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Addendum(s)/Corrigendum(s), if any
- 4) Notice Inviting Tender
- 5) Instructions to the Tenderers
- 6) Appendix to Tender
- 7) Form of Bid
- 8) Special Conditions of the Contract
- 9) General Conditions of Contract
- 10) Technical Specifications
- 11) Bill of Quantities

### **4. SCOPE OF WORK:**

The scope of work includes but not limited to the Construction of FOB with ramp & steps at various halt stations (12 locations) and extension of FOB with ramp (PF-1, 2 & 3) at Sheikhpura and Tilaiya; construction of PF sheds, provision of high level platforms at halt stations, drains, pathways and other allied works in connection with doubling of Kiul-Gaya Rail Line in Danapur Division of East Central Railways&& other allied miscellaneous civil engineering works in connection with doubling of Kiul-Gaya Rail Line in Danapur Division of ECR.

The scope of work is inclusive of any temporary protection work of existing embankment/ structure and dewatering etc if required during execution of work under the scope. No payment shall be made to the Contractor for any such protection work / dewatering work / drawing & design of such work

and rate quoted in Bill of Quantities shall be deemed to inclusive of all such costs. The Contractor(s) is expected to use the latest technology and machinery and achieve a most efficient and best quality finished construction.

4.1 Various elements involved in this work are broadly indicated below for guidance: -

4.1.1 Execution of above said scope of work with written approval of Engineer-in-charge.

4.1.2 Arranging inspection of concerned IRCON/railway officials.

4.1.3 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.

4.1.4 Payable items are provided in the Bill of Quantities (BOQ) and any other enabling / temporary works & safety arrangements (temporary hard barricading between the existing track & proposed work) required to be carried out for the eventful completion of the proposed work are deemed to have been included in the rates quoted for the payable items in the BOQ. No claims of whatever nature shall be entertained for any item of enabling / temporary works & safety arrangements including supply of necessary materials, tools & plants not specifically covered in this scope of work and in the bill of quantities.

4.1.5 It is expected that the contractor being selected based on the previous experience of executing the similar work/works is well acquainted with the extent of enabling/ temporary works required but not specifically indicated in the scope above and not covered for payment in the bill of quantities.

4.1.6 The Contractor will arrange site clearing, required dismantling, left over utility shifting etc.

4.1.7 Safety bands, Ribbons and other gadgets for construction site & workmen shall be maintained as per scheme approved by the engineer. Safety boards duly written with desired LOGO & safety slogans shall be displayed for information of workers so that they do not enter restricted premises. The quoted rates are deemed to include the cost of all such bands, ribbons, gadgets etc. and nothing extra shall be paid for such items.

4.1.8 The Contractor shall organize, conduct & maintain required & proper quality control test and records for day-to-day work on regular basis. The contractor shall ensure that the work is executed conforming to the

approved design, drawings, and specifications. For execution of work the contractor has to follow Safety, Health & Environment Manual of IRCON and the approved quality Assurance program. The Engineers/Supervisors/staff to be deployed by the Contractor shall work under the direction of the Engineer/Employer. They shall be bound to carry out all duties related with the work assigned by the Engineer or his representative. All facilities & equipment required for proper construction & quality control during execution of entire work such as survey instruments, testing equipment, laboratory facilities etc. shall be arranged by the contractor at his own cost.

4.1.9 Wherever required, the contractor has to carry out accurate instrumental survey to establish co-ordinate, layout and proper verification system at site.

4.2 The contractor shall submit free of cost all “As built drawings (in Hard copies and soft copies)” in appropriate size & sufficient number of copies, as directed by the Engineer.

4.3 The contractor shall provide complete design for any/all temporary works& arrangements etc. for the same, without claiming any extra cost as desired by the Engineer.

4.4 Vertical & Horizontal Clearance shall be maintained for corresponding construction/components of subject work, within/outside Railway/Construction limits for maintaining desired safety/construction requirements.

## **5. ACCESS TO SITE OF WORK**

- i. Access to Engineer the Engineer or the Engineer’s Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.
- ii. Access Road:-The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.

## **6. SUPPLY OF MATERIALS BY IRCON**

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.

## **7. SUPPLY OF PLANT AND MACHINERY BY EMPLOYER/ENGINEER:**

Contractor shall make his own arrangements at his cost for procurement, operation and maintenance of all Plant and Machinery 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 neither make any arrangement for supply/procurement, operation or maintenance of any Plant and Machinery nor assist the contractor in supply/procurement, operation or maintenance of any Plant and Machinery required for execution, completion and maintenance of works.

## **8. 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.
- 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 Duty, 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 or 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 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 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.

- V. The Contractors / Suppliers / service providers who is liable to get registered under the GST act shall submit a copy of the registration certificate with GST No. 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 activity / provisions as prescribed in laws, rules and regulations 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/Engineer.

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 the case of unregistered contractor / supplier / service provider Employer/Engineer shall deduct applicable GST under reverse charge from the payments released by back calculation method. GST deducted shall be deposited to 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 and 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.
- XI. Upon implementation of GST any reduction in tax on supply of goods or services or the benefit of input tax credit shall be passed on to Employer/Engineer by way of commensurate reduction in prices.

**9. PRICE VARIATION:** - Applicable- Shall be dealt as per GCC clause 46A (Bridges & Protection work- SN-6).

## **10. COMPLETION PERIOD:**

The work is required to be completed within a period 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 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 clause 45 of Special Conditions of the contract.

## **11. DEFECT LIABILITY PERIOD:**

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.

## **12. LABORATORIES:**

The Contractor shall have to provide a field laboratory and/ or laboratories at his own cost for carrying out all tests required, as per Specifications or as stated elsewhere in the contract, including supply of laboratory equipment and also provision of adequate number of qualified personnel, erection, maintenance and running of laboratory including all consumable like chemicals and reagents etc.

## **13. GENERAL OBLIGATIONS OF THE CONTRACTOR**

### **13.1 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.

### **13.2 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.

### **13.3 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.

### **13.4 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. It shall be the responsibility of the Contractor to arrange all necessary clearances 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.

### **13.5 Contract Agreement:**

The Contractor shall enter into and execute the Contract Agreement in the form of agreement (Annexure-XII) within 28 days 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.

### **13.6 Contractor's Representative**

When the Contractor is not in a position to be present, he shall keep responsible representative at site or workplace 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 action as per contract conditions.

#### **14. INSURANCE:**

14.1 Depending on the nature of work, Contractor's All Risk (CAR) shall be obtained by Employer/Engineer at his own cost as per the requirement. Employer/Engineer may take 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 risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

14.2 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 claim(s). 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.

14.3 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) 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.
- b) Construction Plant, Machinery and Equipment brought to site by the Contractor.
- c) 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 affected 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 affect 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.

## **15. COMMUNICATION BETWEEN EMPLOYER/ENGINEER AND CONTRACTOR**

**15.1.** 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. Confirmation in writing of such oral instruction 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.

**15.2.** 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 authorised 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). 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 his postal address/ registered office address and e-mail address for communication.

**15.3. 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.

**15.4. 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.

**15.5. 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.

**16. PERFORMANCE SECURITY & RETENTION MONEY**

**16.1 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-X from any Scheduled Bank or in the form of Insurance Surety bond in the format annexed as Annexure X-A 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 up to 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. This B.G. shall be initially valid upto 60 days beyond the stipulated date of completion. 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.

- 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 Security (PS) 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 PS beyond 21 (twenty one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office, submission of PG can be accepted on the next working day.
- vi) In case the Contractor fails to submit the requisite PS 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) **Deleted**

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 security and/or may reserve the right to forfeit the performance security.

### **16.2 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.

### **16.3 Release of Performance Security:**

- a) Performance Security shall be returned to the Contractor, subject to the issue of Completion Certificate by the Engineer. 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 Security, if no action has been taken as provided in Clause 16.1 (ix), 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.

If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other J.V/Partnership firm.

- c) The Engineer shall not make a claim under the Performance Security (PS) except for amounts to which Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:-

- 1) Failure by the contractor to extend the validity of the PS as described herein above, in which event the Engineer may claim

the full amount of the PS.

2. Failure by the contractor to pay Employer 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.
3. The contract being determined or rescinded under provision of the General Conditions of Contract (GCC) the PS shall be forfeited in full and shall be absolutely at the disposal of the Engineer.
4. Action has been taken as provided in Clause 16.1 (ix).

#### **16.4 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 ₹30 Crores:

If requested by the contractor, 50% three months 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-XI 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 mentioned above in clause 8.4 (i) is issued by the Engineer. Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour 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 ₹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 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 16.4 (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.

**17. MOBILISATION ADVANCE: Not Applicable.**

**18. ADVANCE AGAINST MACHINERY AND EQUIPMENT: Not Applicable**

**19. DUTIES OF ENGINEER AND ENGINEER'S REPRESENTATIVE**

**19.1 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.

**19.2 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, nor 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.

**20. SUB-CONTRACTING**

**20.1 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 beyond 30% 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.

20.2 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. Employer/Engineer to rescind the contract.

## **21. INSPECTION OF SITE AND SITE DATA:**

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, 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.

## **22. PROVISIONS OF EFFICIENT AND COMPETENT STAFF**

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.

## **23. PROGRAMME OF WORK**

The Contractor shall submit the program for completion of work to the Engineer for his approval within 15 days from the date of receipt of letter of acceptance considering completion period as indicated in tender. Unless otherwise directed, the program shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The program shall be related to the capability of equipment proposed to be deployed and site conditions. **Program so submitted and agreed by IRCON will become part of the contract agreement.** The Contractor shall also provide in writing methodology for execution of major items of work as desired by the Engineer.

The submission and approval of such programme 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.

## **24.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.

## **25. 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.

## **26.PLANT AND MATERIALS OF THE CONTRACTOR**

### **26.1 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.

### **26.2 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.

## **27.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.

## **28.PROTECTION OF ENVIRONMENT**

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

- i) **The Water (Prevention and Control of Pollution) Act, 1974:** This Act provides for the prevention and control of water pollution and for maintaining and restoring the 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, trade effluent, or any other liquid, gaseous, or solid substance into water (whether directly or indirectly), as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural, or other legitimate uses, or to the life and health of animals, plants, or aquatic organisms.
- ii) **The Air (Prevention and Control of Pollution) Act, 1981:** "Air Pollution" means the presence in the atmosphere of any "air pollutant", which means any solid, liquid, or gaseous substance (including noise) present in the atmosphere in such concentration as may be, or tend to be, injurious to human beings or other living creatures or plants, or property, or environment.
- iii) **The Environment (Protection) Act, 1986:** This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants, and property. Environment includes water, air, and land, and the inter-relationship which exists among and between water, air, and land, other living creatures, plants, micro-organisms, and property.
- 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 accidents occurring while handling hazardous substances and for matters connected therewith or incidental thereto. "Hazardous substance" means any substance or preparation which is defined as a hazardous substance under the Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

## 29. SAFETY PROCEDURES

The Contractor shall

- (i) Comply with all applicable safety regulations,
- (ii) Take care for the safety of all persons entitled to be on the Site,
- (iii) Use reasonable efforts to keep the Site and Works clear of unnecessary Obstruction so as to avoid danger to these persons,
- (iv) Provide fencing, lighting, guarding and watching of the Works until Completion and taking over, and
- (v) Provide Barricade between existing track & proposed structure, any Temporary Works (including roadways, footways, guards and fences), protection of existing embankment, track, and bridges which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

- (vi) The Contractor shall supply all necessary safety appliances such as safety goggles, helmets, safety belts, ear plugs, masks etc. to the workers, staff and also for consultants, employer, visiting officers/guests etc.

## **29.1 SAFETY MEASURES:**

The following measures should be adopted to ensure safety of the trains as well as work force.

- 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 look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary suitable flagmen/detonators shall be provided where necessary for protection of trains.
- iv) The supervisor/workmen should be counseled about safety measures. A competency certificate to the contractor's supervisor as below shall be issued by the competent authority, which will be valid only for the work for which it has been issued.
- v) Supplementary site-specific instructions, wherever considered necessary, shall be issued by the Engineer-in-charge.

## **29.2 PREVENTION OF ACCIDENTS**

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 existing 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 vehicle's 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 vehicles & drivers will be utilized for work in the presence of at least one flag man & one supervisor certified for such work.
- (ii) The vehicles shall ply 6.0m clear of track. Any movement/work at less than 6.0m and up to minimum 3.5m clear of track center 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 3.5m from track center.
- (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 or site.
- (v) Road vehicle can ply along the track after suitable cordoning of track with minimum distance of 6 m from the center 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/contractor's representative and controlling Engineer / Supervisor-in-charge of the work including officers and the in-charge of the section.
- (vi) The road vehicles will ply 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 3.5m from center 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 self-supporting steel columns/angles of 1.2m height and reinforcement with suitable reflective material as per IRS specifications. This will be placed at a distance of 3.5m from center line of the nearest track.



- (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 3.5m 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 lamps 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 flag man 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 work men 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 flagman, whose job will be to caution the workmen of approaching trains, when his work men work on or near running Railway tracks.
- (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 work men, Railways 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.
- (xvii) 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, excavations and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

- (xviii) Existing roads or water courses 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 water courses by the Contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may be come due to him in terms of the contract, or otherwise according to law.
- (xix) 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 or means of lighting which may be interrupted by reason of the execution of the works and shall correct and maintain 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 a time as possible.
- (xx) The contractor shall be responsible to take all precautions 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.
- (xxi) The contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor 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.

- (xxii) 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 act, or any negligence or omissions on the part of the contractor or the amount of any costs or 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 proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take 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 called in question by the Contractor.
- (xxiii) The area of work should be demarcated by providing barricades and sign board, which will enable the workmen posted at site and also the lorry drivers to have clear guidelines of movement of vehicles.

### **29.3 SAFETY FIRST BOOK.**

The successful tenderer(s) i.e., the contractor(s) shall purchase, if he does not already possess a copy of the booklet "SAFETY FIRST" which may be purchased from the office of the Chief Administrative Officer (Con)/East Central Railway, Mahendrugat, Patna- 4.

### **29.4 Protection to existing embankment and structures.**

Wherever there is requirement of cutting of existing embankment or /and excavation near existing structure/foundation etc of existing bridge, arising in consequence of work of extension of existing foundation /substructure /bridge, or any construction activity near the embankment/ existing structure/foundation of bridges, the contractor, unless otherwise use of other methods of protection is agreed/approved or directed by Engineer,

shall essentially protect such embankment/ structures by providing sheet pile or other superior arrangement at his own cost. The cost so incurred shall deem to be inclusive in the offered rate.

### **30.IMPLEMENTATION OF QUALITY, SAFETY, HEALTH AND ENVIRONMENT MANAGEMENT SYSTEM**

30.1 **QUALITY MANAGEMENT SYSTEM:** IRCON is an ISO certified company in quality management system and expects the contractor to work as per the standard.

30.1.1 The contractor shall follow various requirements of Quality Management System of IS/ISO 9001:2015 and quality policy of IRCON. The contractor already holding the QMS certificate needs to act swiftly to keep it updated and fulfill various requirements at sites.

30.1.2 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.

30.1.3 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.

30.1.4 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.

30.1.5 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.

30.1.6 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.

30.1.7 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.

- 30.1.8 All QAP, ITP, Laboratory Formats and other Documents related to Quality should wear the logo of IRCON along with that of the contractor.

**30.2 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.

- 30.2.1 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 (PPEs) for all workers / staff and engineers. The contractor shall provide and erect safety barricades as required, display safety posters and instructions regarding safety.
- 30.2.2 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 workplace and it's surroundings.
- 30.2.3 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.
- 30.2.4 All Checklists and other Documents related to SHE should wear the logo of IRCON along with that of the Contractor.
- 30.2.5 The Employer may, at their discretion undertake such corrective measures as deemed fit for immediate restoration of safe conditions at the workplace 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:

<b>S. No.</b>	<b>Nature of violation</b>	<b>Penalty</b>
1.0	Non preparation of site safety Plan before the first running bill.	₹ 10,000.00
2.0	Violation of safety norms pointed out by inspecting officials, such as deficient documentations or safety gadgets or lack of supervision/ process control etc.	Rs.10,000.00 for each violation subject to maximum 1% of the contract value in all.
3.0	Injury to worker leading to stoppage of work.	Rs.25,000.00 for each case.
4.0	Fatalities to workers at work related accidents.	Rs.5.00 Lakh for each mortality
5.0	Repetition of violation	May lead to termination of work.

### **31. QUALITY ASSURANCES**

- (i) During the execution of work, the Firm will have to comply with all the measures directed by the Engineer to ensure quality of work. The decision of the Engineer in this regard will be final.
- (ii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at site.
- (iii) In case a contractor executes a work which is structurally up to specification, but sub-standard in finish, the same may be approved and accepted by the Railway in case where finish is not so important, at the Railways' sole discretion, provided that where such a work is accepted, the payment for such work shall be 80% of rates accepted for such work in the Schedule of items.

### **32. WORK MEN OF THE CONTRACTOR(S)**

- (i) It would be appreciated by the Contractor(s) that there are a number of areas of work where no amount of supervision by IRCON/Railway can ensure proper quality of work. The quality can only be ensured if competent, experienced and skilled work men are employed to carry out the job.
- (ii) The Contractor shall, therefore, engage workmen having adequate competence, experience and skill for doing the work at site.
- (iii) In case the Engineer-at-Site finds that anyone or more of the work men of

the Contractor is not competent or is in-experienced or not skilled enough, he may order the contractor to remove such workmen from the site of work and to replace them by other suitable workmen. The Contractor shall be bound to remove such workmen from site and to replace them by suitable work men without any claim and / or delay, the decision of the Engineer-at- Site shall be final and binding on the contractor.

### **33. COMPLETION DRAWINGS:**

Contractor shall, with in his quoted rates, prepare and submit detailed completion drawings of all the works executed by him, prepared in AUTOCAD, in three copies on tracing sheets, six copies on paper-sheets and three copies in CD. Drawings may be submitted in phased manner as the works get completed as directed by Engineer. However, all the drawings shall be submitted within 30days of date of completion.

### **34.CONTRACTOR TO STUDY DRAWING & SPECIFICATIONS ETC. AND HIS LIABILITY**

The tenderer shall be responsible for close scrutiny of the approved drawings supplied by the Railway/IRCON. For any discrepancies, error or omissions in the drawings or in other particulars indicated there in, the contractor shall approach the Railway immediately for rectification of such discrepancies, errors and omissions. If any dimension/figure/features etc. on approved drawings or plans differ from those drawings or plans issued to the tenderers at the time of calling of the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct. No claim shall be entertained on this account and decision of Railway/IRCON shall be final, binding and conclusive on the contractor.

### **35. 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.

### **36. MODIFICATION TO CONTRACT**

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer/Engineer and the Contractor or his authorised 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.

### **37. 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 therefore 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 finalized as per clause 38 and 39 of these conditions.

### **38. VARIATION IN QUANTITY OF ITEMS COVERED BY THE BILL OF QUANTITIES**

- i) 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.

- ii) Such variations in quantities shall be paid for in the manner laid down below:
  - a) In case the variation in individual items goes beyond (+) 25% in respect of the specialized nature of works like tunneling works, Earthwork including rock blasting in hilly terrain for construction of access roads and the consequential works like protection works etc., where it is not possible to prepare fairly accurate estimate of quantities before award of the contract and it is not practical to bring a new agency for doing the increased quantity of work beyond (+) 25% variation, 1% reduction in the accepted rate will be effected for payment to the Contractor beyond (+) 25% variation and upto (+) 50% variation.
  - b) In other works where it is generally possible to work out fairly accurate estimate before award of the contract, 2% reduction in the accepted rate will be affected beyond (+) 25% variation and upto (+) 50% variation.
  - c) In case the variations in individual items are more than (+) 50%, the rate for the increased quantities beyond (+) 50% shall be negotiated between the engineer and the contractor provided further that for the quantities exceeding (+) 50% of each item of Bill of Quantities, the Engineer shall have a right to get these executed from any other agency or by his own labour, materials and resources.
  - d) Decrease in quantity of individual items up to (-) 50% due to site conditions shall not form ground for revision of rates or claim on this account. Beyond (-) 50% variation, rate shall be negotiated between the Engineer and the Contractor.
  - e) The above limit of variation shall not be applicable for small value items and no negotiations for rates for such items shall be done. Small value items shall be those items whose sum, starting from the lowest value item, is up to 2% of the original contract value and shall be decided between the Engineer and the Contractor.
  - f) The limit of 25% would apply to the value of sub schedule of BOQ containing SOR items as a whole and not on individual SOR items, 2% reduction in the accepted rates as per clause 38 b) above shall be applicable on the total amount in excess of 125% & upto 150% of the total original amount of whole of sub schedule containing SOR items (i.e. rate reduction will not be done on individual items). For variation beyond 150% of the total original amount of whole sub schedule containing SOR items, negotiation should be done and reduction if any should be on whole amount of sub schedule of SOR items. However, in case of NS items/Non SOR items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

### **39. ITEMS NOT INCLUDED IN THE BILL OF QUANTITIES.**

- 39.1 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 sub-clause 39.2 and 39.3.
- 39.2 The rate for such extra items shall be derived from the rate for similar items available in the accepted Bill of Quantities.
- 39.3 In case rates cannot be derived from the accepted Bill of Quantities, the rate may be worked out on the following basis:
- a. Cost of materials and consumables at current market rates, as actually utilized in the final finished permanent work, including a reasonable percentage for wastage and cost of loading, unloading and transportation.
  - b. Cost of labour required for the work.
  - c. Hire charges for plant and machinery, scaffolding, shuttering, forms, etc. required to be used at the site of the work.
  - d. An amount of 10% of items A), B) and C) above to allow for Contractor's overheads, profits and other contingencies.
- 39.4 In all cases where extra items of work are involved, for which there are no rates in the accepted Bill of Quantities, the Contractor shall give a notice to the Engineer, of at least 7 days before the need for their execution arises. Such a notice shall not however be necessary if the Engineer has already instructed in writing to take up such an item of work. To decide the rate, the Contractor shall furnish detailed analysis of the rates on the lines mentioned in sub-clause above and attend a meeting with Engineer to settle the rate as and when called for. The Contractor shall be bound to furnish the requisite details and to attend the meeting.

### **39.5 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.

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

### **40. 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.

#### **41. MEASUREMENTS OF WORK AND PAYMENTS**

##### **41.1 Measurements**

- a) 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 39.0 of these conditions.

- b) 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 authorized representative. The Engineer or his authorized representative shall sign the measurements, which shall also be signed by the Contractor or his authorized 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.

- c) 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

#### **41.2 ON ACCOUNT PAYMENTS**

- 41.2.1 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 within 45-days from the date of receipt of invoice. Payment shall be made only on submission of bills along with measurements, copy of labour data as uploaded on Shramik Kalyan portal while submitting tax invoice for the period prior to two months and necessary documents by the Contractor for scrutiny of the Engineer including provisions given in sub-clause no. 7.9 of GCC pertaining to royalty payment. The amount certified shall account for all deductions, including statutory deductions as for GST, 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.
- 41.2.2 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 notarised 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.
- 41.2.3 The Engineer may on specific request and authorisation 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.

- 41.2.4 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.
- 41.2.5 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.
- 41.2.6 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. 42.2.3, 42.2.4 and 42.2.5 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.
- 41.2.7 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.

### **41.3 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 and 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 proforma along with a list of unsettled claims, if any. The Engineer shall then arrange to make payment against the final bill.

## **42. MODE OF PAYMENT AND TAX DEDUCTION AT SOURCE**

### **42.1 Mode of Payment:**

42.1.1 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.

42.1.2 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.

42.1.3 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.

### **42.2 Tax deduction at source:**

42.2.1 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 nonresident contractor / supplier / service provider as per section 195 of the income tax act, 1961.

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

### **42.2.3 Goods & Service Tax (GST):**

The contractor/service provider shall be responsible for issuing of Tax

Invoices, filing of statutory returns 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 to GSTR2/GSTR2A) which is required to be paid by IRCON due to default by the Sub-Contractor/service provider to comply with the above mentioned activity/provisions as prescribed in laws, rules and regulations shall be recovered from the Contractor/Service provider and adjustment shall be made when mismatch is attended and solved and credit is extended to IRCON. Further Interest and penalty, if any levied due to default of Sub-Contractor/service provider shall be recovered from the Sub-Contractor/service provider.

#### **42.3 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 in to master agreement with M/s RXIL (Receivable Exchange of India Ltd.) for setting of 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. If MSEs 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 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 / recoveries of all statutory dues. It may be noted that the factoring unit shall be verified by IRCON for not 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 RXIL's 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 remains unfinanced, IRCON shall make the payment directly to the MSEs vendors account through ECS mode as per relevant clause as said above.
- (e) IRCON shall not be liable for any damages, losses, claims and liabilities (including legal cost) resulting from any of the following –

- (i) MSEs vendors inability to use RXIL's TReDS platform or it's services.
- (ii) Any defect in services on the TReDS platform from any participant or any other third party through the site.
- (iii) Unauthorized access by third parties to data or private information of any user / participant.
- (iv) Any matter relating to services however arising, including negligence.

#### **43.ROYALTIES AND PATENT RIGHTS**

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

#### **44.ROYALTY :**

44.1 The minerals being used by the contractor should be purchased from valid authorized lease/ permit holders/authorized dealers.

44.2 The IRCON/ Railway shall do the following to stop irrelevant evasion of royalty and illegal mining.

- i) Royalties & Seignorage are to paid to the concerned authority/Department for the materials supplied by the bidder, in due time.
- ii) The bidder shall submit proof of payment for Royalty to Ircon along with on Account/Final bill.

44.3 Any increase in royalty after Tender Opening/Negotiation date shall be payable by the Railway. Similarly, any decrease in Royalty shall be deducted from the contractor's bills by the IRCON / Railway.

44.4 It should be specifically noted that some of the detailed drawings may not have been finalized by the 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.

- 44.5 No claim whatsoever will be entertained by the Railway/IRCON Administration 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 and site layout plan or detailed drawings and design and or late supply of such materials as are required to be arranged by the Railway or due to any other factor on Railway account.
- 44.6 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.
- 44.7 For some stretch land may not be available or acquired by railway. The land will be made available to contractor on proportionate basis depending up on the progress of contractor on the stretch, wherever land has been made available for the work.

**45. EXTENSION OF COMPLETION DATE:**

Extension of time for the completion of the work shall be governed by Clause 17(A) & Clause 17(B) of the GCC April '2022 of Indian Railway including its latest amendments, 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 23 of SCC, giving reasons for slippage activity-wise. The Railway/IRCON Administration may agree to such extension of time of completion if they consider justified.

**46. SURVEY TEAM & INSTRUMENTS:**

Contractor will keep deployed survey team with all required Survey Instrument of approved configuration with all accessories for exact and precise setting out of all the works at his own cost. No additional payment shall be given on this account'

**47. SETTLEMENT OF DISPUTES:** Clause No. - 63 and Clause No. - 64 of Indian railways Standard General Condition of Contract are applicable.

**48. JURISDICTION OF COURTS:** Jurisdiction of courts for dispute resolution shall be New Delhi.

**49. UPDATING OF LABOUR DATA ON INDIAN RAILWAYS SHRAMIK KALYAN PORTAL BY CONTRACTOR:**

49.1 Contractor is to abide by the provisions of various labour laws in terms of clause 54, 55, 55-A & 55-B of Railway's standard general conditions of contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/ company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updating of Portal shall be done as under:

- a) Contractor shall apply for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by the Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements on Shramik kalyan portal within 15 days of issue of the LOA for approval of the concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- d) After approval of LOA by the Engineer, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramik kalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

49.2 While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramik kalyan portal at 'www.shramikkalyan.Indian railways.gov.in' till \_\_\_\_Month, \_\_\_\_Year."

**50. SIGNING OF "NO CLAIM" CERTIFICATE:** The Contractor shall not be entitled to raise 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 submission of a "No Claim Certificate" in favour of IRCON in the prescribed format, following final measurement of the works. Upon submission of the "No Claim Certificate," the Contractor shall be debarred from disputing the correctness of any item covered therein or from seeking reference of any such matter to arbitration.

## **51.RECORD OF MATERIALS**

The Contractor shall on demand produce to the Engineer original receipts/vouchers/invoices in respect of the supplies. The Contractor shall ensure the materials brought to site are in sealed containers/packing's bearing manufacturers marking.

The above obligations are without prejudice to the other obligations of the Contractor.

## **52.RESPONSIBILITY FOR THE CONTRACTOR's MATERIAL:**

The IRCON Administration will not be responsible for loss or damage to the contractor's materials, equipment, tools & plants due to floods, theft or any other cause or causes whatsoever.

The contractor shall be held responsible for any damage to Railway property like telephone lines, cables which may be caused by any of his action in connection with or in the execution of the work.

## **53.Site Office and Facilities for Railway/IRCON**

### **53.1 "Provision of Site Office and Allied Facilities"**

"The Contractor shall provide and maintain, at his own cost, furnished site office accommodation with electricity, drinking water, sanitation, internet connectivity, office furniture, computers, printer, and other allied facilities for use by Railway/IRCON representatives throughout the execution period of the contract. The facilities shall be operational within 02 months from the date of award of LOA and maintained in satisfactory condition until completion of the work i.e. until issuance of completion certificate by the Employer."

The cost of providing such facilities shall be deemed to be included in the Contract Price unless otherwise specified in BOQ.

#### **53.1.1.Site Office Accommodation**

The contractor shall provide weatherproof office accommodation at or near the project site as decided by IRCON comprising, as minimum:

- Three fully furnished office room (Two- 12 sqm each and One- 20 sqm) for Railway/IRCON officials.
- Toilet facilities
- Drinking water arrangement
- Adequate lighting and ventilation
- Air conditioning

### **53.1.2. Furniture Requirements**

The contractor shall provide and maintain the following minimum furniture:

- Executive tables-03 no.
- Executive chairs (revolving type)- 02 no.
- Office chair- 02 no.
- Visitor chairs- 06 no.
- Steel almirahs/storage cabinets- 02 no.

“All furniture shall be in good condition and subject to approval of the Engineer.”

### **53.1.3. IT and Office Equipment**

The contractor shall provide:

- Desktop computers - 04 no.
- Printer-cum-scanner- 03 no. (A4- 02 no. & A3- 01 no.)
- Photocopier machine- 01 no.
- Internet/Wi-Fi connection
- UPS/Inverter backup

“Consumables such as printer cartridges, paper, and stationery shall be replenished by the contractor throughout the contract period at site office only.”

### **53.1.4. Utilities and Maintenance**

The contractor shall bear all expenses towards:

- Electricity charges
- Drinking water
- Housekeeping
- Security
- Maintenance and repairs
- Internet charges

### **53.1.5. Handing Over / Removal**

“On completion of the works, all temporary facilities shall be dismantled and site restored to original condition unless otherwise directed by the Employer.”

**Note: - In case of failure to provide the above facilities within two months from the date of issue of LOA, penalty @5,000/week or part thereof will be imposed.**

### **54.0 Inspection, Testing & Approval**

The contractor shall be fully responsible for preparation and submission of Quality Assurance Plan (QAP), Welding Procedure Specification Sheet (WPSS), and all other necessary documents/data required for approval by IRCON/Railway and the nominated inspecting agency before commencement of fabrication work. Fabrication of FOB steel girders/components shall be carried out only at an RDSO-approved workshop conforming to relevant IRS/RDSO specifications and approved drawings.

All materials, fabrication, welding, assembly, stage inspections, inspection prior to dispatch, and inspection prior to launching/erection shall be carried out through third-party inspection agencies such as CEIL/RITES or any other agency nominated/approved by IRCON/Railway. The contractor shall provide all necessary assistance, testing arrangements, instruments, labour, staging, and access required for inspection and testing.

The contractor shall bear all costs towards preparation and approval of QAP/WPSS, third-party inspection charges, testing charges, conveyance, boarding/lodging of inspecting officials (if applicable), rectification of defects pointed out during inspection, repeat inspections, and any other incidental expenses related to inspection, testing, approval, fabrication, launching, and commissioning of FOB works. No separate payment whatsoever shall be admissible on this account, and the quoted rates shall be deemed to include the same.

**ANNEXURE-IX**

(Ref. Sub-clause 9.1 c) of Instructions to Tenderers)

(to be executed on a non-judicial stamp paper of `1000/- 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 branch at \_\_\_\_\_ (Indicate detail address of 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 \_\_\_\_\_.<sup>\*\*</sup>. Any demand in respect of this Guarantee should reach the Bank not later than the above date.
4. 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]

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\*. 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).

## ANNEXURE-IX A

### 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 XXXXXXXX (Rupees XXXXXXXX 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 XXXXXXXX(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 corrigendum's /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 totaling 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.....

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.]

**ANNEXURE-X**

(to be executed on a non-judicial stamp paper of ₹1000/- only)

**PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)**

To  
IRCON INTERNATIONAL LIMITED,

[Acting through \_\_\_\_\_ (Project In-charge) & 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 works] (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:

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

To

IRCON INTERNATIONAL LIMITED

Acting through.... (Project In-charge & Address of the Project),

.....

Date:.....

Surety Bond No: .....

Issue Date: . . .

Amount of Bond: .....

Expiry Date: . . . . .

WHEREAS, In consideration of IRCON INTERNATIONAL LIMITED acting through..... (Name, Designation and Address of the Project In-charge), (hereinafter called "The IRCON") having accepted the bid of M/S XXXXX (hereinafter called "the Contractor"), for the work of "XXX" Vide Letter of Acceptance No. . . . . Dated..... AND WHEREAS, the Contractor is required to furnish Performance Security for the sum of ₹XXXXXXX (Rupees XXXXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the Contract Agreement. WHEREAS, we, \_\_\_\_\_, (Name of insurance company) (hereinafter called "The Surety"), acting through [Name, Designation and Address of the authorized person of the Surety], have, at the request of **M/S.XXXX**, the Contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized 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 Contractor 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 Contractor 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 Contractor/IRCON or winding up of the Contractor/IRCON or the Surety or any absorption, merger or amalgamation of the Contractor/IRCON or Surety with any other party or entity.

7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the IRCON and the Contractor, 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 60 days from the date of completion of the work*). 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 totaling 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, Contractor 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 Contractor is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Contract Documents and the decision of the IRCON that the Contractor is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the IRCON and the Contractor or any dispute pending before any Court, tribunal, arbitrator or any other authority or by the discharge of the Contractor for any reason whatsoever.

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the Contractor in favour of the IRCON available with the IRCON. The Surety, under this Bond, shall be deemed as Principal Debtor of the IRCON.

15. 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.

16. 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.]



**ANNEXURE-XI**

(to be executed on a non-judicial stamp paper of ₹1000/- only)

**BANK GUARANTEE FOR RELEASE OF 50% OF RETENTION MONEY**

To,  
IRCON International Limited,  
Name & Address

[Acting through (Project In-charge) & Address of the Project]

WHEREAS, [name and address of contractor\*] (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_ dated , **to execute “** [name of Contract and brief description of Works] (hereinafter called “the Contract”);

AND WHEREAS it has been agreed by you in the said Contract that the Contractor has the option to get release of 50% of the Retention Money against an unconditional Bank Guarantee from any Scheduled Bank in India, as given in Annexure-VIII, acceptable to you as security for compliance with the Contractor’s obligations in accordance with the Contract (Sub-clause \_\_\_\_).

AND WHEREAS the Contractor has opted to get released 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 demur 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 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 up to \_\_\_\_ (a date 90 days beyond the Defect Liability Period), till IRCON International Limited certifies repayment of Retention Money in accordance with Clause 14.5 of Special Conditions of Contract.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank:  
Address:

\_\_\_\_\_

*FORM OF AGREEMENT*

*(To be executed on requisite value (Rs 1000/-) of stamp Papers)*

**AGREEMENT**

THIS AGREEMENT made on \_\_\_\_\_ day of \_\_\_\_\_ (Month/year) between IRCON International Limited, 1st Floor, Sone Bhawan, Daroga Prasad Rai Path, Patna-800001, acting through (GM/PH/KG/Patna, 1st Floor, Sone Bhawan, Daroga Prasad Rai Path, Patna-800001) (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 certain 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) Addendum(s)/Corrigendum(s), if any
  - c) Notice Inviting Tender
  - d) Form of Bid
  - e) Instructions to the Tenderers
  - f) Appendix to Tender
  - g) Special Conditions of the Contract
  - h) General Conditions of Contract
  - i) Particular Technical Specifications
  - j) General Technical Specifications.
  - k) Technical Documents (Drawings & Reports), if any
  - 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 authorized signatory)

(Name, Designation and address of  
the authorized 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.

## **SECTION-VI**

### **INDIAN RAILWAYS STANDARD GENERAL CONDITIONS OF CONTRACT (With upto date correction slips and edition)**

**April-2022**

**(Attached separately)**

## **SECTION-VII**

# **TECHNICAL SPECIFICATIONS**

## CONTENTS

<b>S. No.</b>	<b>Description</b>
1	SPECIFICATIONS
2	BOOKS OF REFERENCE
3	STUDY OF DRAWING & SPECIFICATIONS ETC. AND HIS LIABILITY
4	GUIDELINES & SPECIFICATION FOR EARTHWORK
5	MECHANICAL COMPACTION
6	DISMANTLING.
7	SPECIAL CONDITIONS & SPECIFICATIONS FOR CONCRETE WORK.

## **1 SPECIFICATIONS:**

All the items of the works shall be carried out in accordance with the specifications of relevant USSOR items mentioned in BOQ.

Any specifications, not covered by above documents, shall be in accordance with relevant IRS Codes, IS Codes, IRC codes and MORSTH specifications read in the said order or as stipulated / approved by the Railway.

### **1.1 Priority of Specification:**

The work shall be carried out in terms of specifications of latest editions (and up-to-date correction/amendment/errata) of CPWD Specification, IRS (Indian Railways Standards), IRC (Indian Road Congress) and BIS (Bureau of Indian Standard), BS specification, RDSO & other relevant international codes, whatever/wherever applicable and as directed by the Employer /Client.

Where there is any conflict between the various applicable specifications (including latest revisions and correction slip) to the work in the contract, the following order of priority shall be followed i.e. the specification appearing earlier shall override the specification appearing subsequently

IRS Specifications  
IRC Specifications  
BIS Specifications  
BS Specifications

In case of contradictory specifications, the specification given in the IRS codes shall be prime governing. In case of any deviation required from the specification given in IRS codes, specific approval of RAILWAY has to be obtained.

## **2 BOOKS OF REFERENCE:**

“The Tender Document shall be read in conjunction with the latest editions, including all amendments, corrections, revisions, addendum, and modifications up to the date of tender opening, of the relevant IRS, RDSO, IRC, BIS/IS Codes, Railway Manuals, Specifications, Guidelines, and Standard Drawings as applicable to the work.

In addition to the codes and specifications specifically listed in the Tender Document, any other relevant, applicable, and mandatory codes, standards, specifications, manuals, guidelines, or statutory provisions required for satisfactory design, fabrication, testing, transportation, erection, commissioning, safety, quality control, and completion of the work shall also be deemed to form part of the Contract and shall be followed by the Contractor without any extra cost to the Employer, whenever directed or recommended by the Engineer-in-

Charge. In case of any discrepancy between various standards/specifications, the decision of the Engineer-in-Charge shall be final and binding on the Contractor.”

**(A) Railway/IRS books of reference: -**

1. Indian Railway standard General Condition of Contract, April 2022.
2. E.C. Railway Engineering Department Unified Standard Schedule of Rates Engineering Department 2012 & 2021 (corrected upto 2023).
3. Indian Railway Works Manual.
4. IRS Steel Bridge Code
5. IRS Bridge Rules
6. IRS Welded Bridge Code
7. IRS Fabrication and Erection of Steel Girder Bridges Code
8. Research Designs and Standards Organisation guidelines and approved drawings/specifications
9. Relevant RDSO circulars for construction and erection of FOBs.
10. **Standard specifications contained in Indian Railway unified Standard Specifications for (Works and Materials) Engineering Department.**

**B) Indian Roads Congress codes and specifications.**

1. IRC: SP:42-2014: Guidelines for Road Drainage.
2. IRC: SP:59-2002: Guidelines for Uses of Geotextiles in road pavements and associated work.
3. IRC: 89-1997: Guidelines for design and construction of river training and control works for road bridges.

**(C) Indian Standards Codes & Specifications:**

1. IS: 456- Plain and reinforced concrete.
2. IS: 800 General constructions in steel.
3. IS: 1200 Method of Measurement
4. IS: 1786- High strength deformed steel bars & wires for concrete reinforcement.
5. IS: 1791 – Batch type concrete mixers.
6. IS: 2386 (all 8 parts) – Tests for aggregates for concrete.
7. IS: 2720 (all 41 parts) - Method of tests for soils.
8. IS: 3085- Method of test for permeability of cement mortar and concrete.
9. IS: 3764- Safety code for excavation work.
10. IS: 9103 – Admixtures for concrete.
11. IS: 10262- Concrete mix design.
12. IS: 13920- Ductile detailing of reinforced concrete structures subjected to seismic forces.
13. SP 6, 7, 16, 21, 22, 23, 24, 34, 36, 52, 60.



**Notes:**

1. The books of reference shall also include further references mentioned in above mentioned books of references.
2. The above list of references is only indicative and not exhaustive and complete. Other IS codes / IRC codes/IRS code of specification not included here but needed for the work will be considered deemed to be included.

**3.0 STUDY OF DRAWING & SPECIFICATIONS ETC. AND HIS LIABILITY**

The tenderer shall be responsible for close scrutiny of the approved drawings supplied by the Railway. For any discrepancies, error or omissions in the drawings or in other particulars indicated therein, the contractor shall approach the Engineer immediately for rectification of such discrepancies, errors and omissions. If any dimension/figure/ features etc. on approved drawings or plans differ from those drawings or plans issued to the tenderers at the time of calling of the tender, the dimensions as figured upon the approved drawings or plans shall be taken as correct. No claim shall be entertained on this account and decision of Engineer shall be final, binding and conclusive on the contractor.

**3.1 MEASUREMENT**

- 3.1.1 All measurements shall be made in the metric system as per relevant part of IS: 1200. Different items of works shall be measured in accordance with the procedures set forth in the relevant sections read in conjunction with GCC and special conditions of the contract.
- 3.1.2 Site clearance wherever involved shall be undertaken and the same shall be considered incidental to the earthwork and Blanketing works and rates for the same shall be deemed to be inclusive of all clearing operations.

**4. Guidelines & Specification for Earthwork Pitching Work:**

- 4.1 The execution and testing of earthwork and blanketing work shall be done as per provisions contained in following guidelines:
  - 4.1.1 GUIDELINES FOR EARTHWORK IN RAILWAY PROJECTS Guideline No. GE: G-1 (including correction slip no. 1) of July 2003 issued by Geo-Technical Engineering Directorate, Research Designs and Standards Organization, Manak Nagar, Lucknow – 11
  - 4.1.2 Comprehensive Guidelines and Specifications for Railway Formation Specification No. RDSO/2020/GE: IRS-0004 (Including ACS No-01 dated 16.12.2021) September - 2020 Geo-technical Engineering Directorate, Research Designs and Standards Organization Manak Nagar, Lucknow – 226011

## **4.2 EARTHWORK**

- 4.2.1 The chainages if any mentioned in the tender documents, are field chainages meant for guidance only. For the purpose of payment, actual lengths will be measured on ground.
- 4.2.2 It shall be the responsibility of contractor to ensure that no work on the embankment or cutting is commenced until the existing ground levels at different cross sections have been recorded and such records of levels have been jointly signed and dated by the contractor and the Engineer or his authorized representative. Cross-sectional profiles plotted on the basis of the recorded ground levels shall also be jointly signed by the contractor(s) and the Engineer. The points at which the cross sectional ground levels are to be recorded and the extent of levelling work to be done shall be decided by the Engineer. The contractor may bring to the notice of the Engineer such additional cross-sections that in his opinion should be taken for proper assessment of quantities. Such representation, however, should be made before the commencement of any earthwork. The Engineer's decision thereon shall, however, be final and binding on the contractor.
- 4.2.3 Contractor shall sign every page of the level book and cross section sheets where original ground and final level of completed work are recorded in token of his acceptance of these levels and cross sections for the purpose of computation of quantities of payments. No dispute whatsoever shall be entertained on this account.
- 4.2.4 Contractor shall clear all shrubs and jungles on the existing ground up to a distance of 3m from the proposed toe of the embankments. All tree stumps will have to be uprooted from the area to be covered by the embankment. The contractor will not be paid for separately and the rate of earthwork includes such uprooting of tree stumps. No extra payment will be admissible for filling up the hollows left after uprooting of tree stumps in the area covered by the embankment. Initial ground levels as represented by the cross sections taken before commencement of work will not be deemed to be vitiated, and will hold good for the assessment of the earthwork quantities, even though there may be some loss of earth in marshy/bed area due to shrinkage.
- 4.2.5 Benching has to be done on the existing banks where embankment is to be formed. No extra payment for benching in either case will be admissible.
- 4.2.6 The type of soil to be used in the embankment which will be brought from out-side the railway land will be got approved from the Engineer in advance. Organic clay, silts, peat and shrinkable soils of low bearing

capacity shall not be used for making the embankment.

- 4.2.7 Contractor should set out the work according to the plan and as directed by the Engineer or his representative. Reference pegs are to be made permanent and kept clear of all obstructions. He should obtain the approval in writing from the Engineer, for the correctness of the setting out and the reference marks, before commencing the actual execution of the works
- 4.2.8 While carrying out the filling work the contractor will take all necessary precautions to see that no infringement is caused, with signaling and other installations and structures for the smooth movement of traffic along the Railway track in and outside station limits. In course of doing work if infringements are likely to arise he shall intimate the Engineer in advance of his/their program in writing so that necessary arrangements can be provided for carrying out such items.
- 4.2.9 The side slopes will be as designs and drawings approved by the Engineer.
- 4.2.10 If any blasting operations are necessary, they are to be carried out in accordance with the provisions under Standard Special Conditions for blasting and explosive as contained in General Conditions of Contracts, and Standard Specifications, East Central Railway with up-to date corrections.
- 4.2.11 No extra payment towards cost of bailing or pumping out water from borrow pits or cutting or foundations excavation will be made. In case the embankment is to be made for such work, it should be clearly understood that the rates quoted are inclusive of all charges for such items incidental to earth work.

#### **4.3 STONE BOULDER PITCHING.**

All the works shall be carried out in accordance with the specifications contained in “**Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010**” and in this document. Any specifications, not covered by these documents, shall be in accordance with relevant IRS Codes, IS Codes, IRC codes and MORSTH specifications read in the said order or as stipulated / approved by the Railway. The position, dimensions and slope of the pitching shall be as shown in the drawings or specified by the Engineer. The pitching will be hand packed or roughly deposited as ordered by the Engineer or as shown in the drawing.

##### **4.3.1 Material and Laying**

- a) Pitching Stone: The pitching stone shall be obtained from sources approved by the Engineer. The stone shall be sound, hard and durable. The stone should weigh between 40 to 60 kg and no stone shall be less than 15 cm in any direction unless otherwise specified, except the smaller stones for filling gaps.
- b) Pitching Methodology. Dry stone pitching shall be of two kinds - dressed stone pitching and rough stone pitching.

Rough Stone pitching: The stones for rough stone pitching shall be set in the work as received from the quarry and without any dressing except knocking off weak corners and edges with a mason's hammer. A small proportion of stone chips may be allowed to show in the face work. The face stones must in general weight at least 40 kg and be well bedded and hand set. The ground on which the pitching shall be done will be dressed to the correct profile and joint openings to the underlying fill shall be avoided by carefully arranging the various sizes of stones, and by closing the openings with small stone fragments or smaller size stones. The work shall be done so as to have a reasonably smooth surface and uniform thickness. In roughly deposited pitching, the stone shall be roughly levelled off to the correct section.

c) Precautions to be taken in Laying

- i) All earth surfaces that are to be pitched and subsequently exposed to the action of running water, shall be covered with a filter layer of gravel, ballast or quarry chips to a depth of 15 cm to 30 cm as ordered by the Engineer, or with two layers of bricks laid flat before the placing of pitching stone, as mentioned in para 22.7.3. The bricks, when used, shall be laid flat in a diagonal manner with top layer being laid in directly opposite direction to the lower layer. This filter layer prevents the finer material of the bank from being sucked out by the flowing water,
- ii) For pitching carried out below water level, the stone shall be thrown carefully so that it may spread as uniformly as possible. This shall be ensured by taking frequent soundings to guide the dumping of stone. For this, necessary arrangement including bamboo poles, plank pathways, floating bridges or boats etc. shall be provided by the contractor and the element of their cost is included in the rate. Pitching under water shall, as far as possible, be carried out when the water level is at its lowest.
- iii) Before laying stones, the sides of the bank shall be trimmed to the required slope and template cross walls shall be built to the full height of the intended thickness of slope and apron at intervals of 30m to ensure regular straight work and a uniform slope throughout.

## **5. MECHANICAL COMPACTION.**

- 5.1 After site clearance all pockets and depressions left in the soil, if any, shall be filled back and compacted.
- 5.2 Earthwork shall be done in layers not exceeding 300 mm in thickness in the loose state and compacted preferably at or near the optimum Moisture Content (OMC) with suitable rollers to obtain the density specified in para 6.2.2&6.2.3. The number of passes of the rollers and the optimum thickness of such layer will be fixed after carrying out field trials with the roller proposed to be used, from time to time, and from location to location, the main criteria being to obtain the maximum density achievable uniformly.
- 5.3 Coarse grained soils shall be compacted to get a maximum density Index (relative density) of 70% as obtained in accordance with IS: 2720 (Pt.XIV-1983).
- 5.4 All other types of soils when compacted shall attain at least 98% of the max. dry density as determined using heavy compaction in accordance with IS: 2720 (Pt.VIII) 1983 followed by field trials as per IS : 10379-1982 which shall form the basis for actual densities with the approval of the Engineer.
- 5.5 Where the moisture content of the borrow soil in any layer is above OMC, it shall be left for drying for a suitable period to bring down the moisture content very near to OMC before rolling is commenced. If the soil is dry, water shall be sprinkled either in the borrow pit or over spread layer, as per convenience, in order to attain a moisture content near to OMC, before rolling is commenced.
- 5.6 Where the natural moisture content of the borrowed soil is high, compaction at higher moisture contents up to plastic limit can be allowed with the permission of Engineer. However, its effect on the design must be analyzed and, if necessary, bank profile should be revised.
- 5.7 Each layer shall be compacted to the desired density over the entire width commencing from the two sides, before another layer is started.
- 5.8 While compacting, it shall be ensured that there is a maximum overlap of 15 cm before each run of the roller.
- 5.9 Care shall be taken during the compaction operation to slope the surface of the bank to facilitate the drainage and to minimize the absorption of rainwater, particular attention being given to prevention of pounding.
- 5.10 The density of each layer of compacted soil shall be ascertained

by testing an adequate number of soil samples as decided by the Engineer.

- 5.11 The quality of works shall be determined by considering the mean density of the samples in each layer. The mean density shall be equal to or exceed the minimum specified density. Shall the density be less than the minimum specified by more than 2% further rolling shall be done at the appropriate location.
- 5.12 The contractor shall be allowed to lay a further layer of soil only after compaction of preceding layer has been satisfactory.
- 5.13 The top of the formation shall be finished to a slope of 1 in 30 away from the Centre.
- 5.14 In bank filling above or against structures such as bridges, the materials shall be deposited in layers not more than 200 mm in thickness sloping away from the structure with each layer carefully tamped. Only the best available materials approved by the Engineer shall be used for this purpose.
- 5.15 Beyond the theoretical profile of bank an extra width of 50 cm shall be rolled either side which after finishing the bank up-to final height shall be dressed by removing the loose earth on account of rollers not able to compact the soil at the edge of the formation width.
- 5.16 The additional earth, after finishing the bank up-to final height shall be removed and spread at the toe of the bank with proper slope for drainage. No extra payment will be made for providing and subsequent removal of this extra earth and contractor is to quote his rates accordingly.
- 5.17 No hand roller or hand ramming is permitted. However, where it is physically not possible to use the mechanical roller, the compaction may be done by using hand roller or hand hammer/tamper with prior written permission of the Engineer, in which case thickness of layer to be restricted to 150 mm in loose state, so as to achieve the prescribed degree to compaction.
- 5.18 Necessary arrangement for the soil testing at site will have to be organized by the contractor in accordance with these specifications as directed by the Engineer and no extra payment will be made to him on this account. The contractor shall also establish a self-sufficient laboratory for soil testing and quality control testing.

## **6. DISMANTLING: -**

When dismantling of any existing structure is involved to facilitate construction, the scheme for dismantling of the existing structure shall be submitted by the contractor and same shall be done after approval of Railway.

- 6.1 The dismantling of structure should be done under proper supervision and as per approved scheme of dismantling
- 6.2 The dismantling Plan should be scrutinized by the Drawing Office and H.O.D. in case of Construction Organization /IRCON. The dismantling Plan Should invariably show various stage of dismantling, equipments to be used for dismantling are a likely to be affected by debris, any adjacent building likely to be affected and action to be taken thereof.
- 6.3 Proper barricading should be done to stop access of unauthorized personnel Near the dismantling area. Where ever necessary assistance of RPF should be taken to prevent people from coming close to dismantling area. Sign Board warning people not to enter the danger zone should also be displayed by the contractor.

## **7. Special Conditions & Specifications for CONCRETE work.**

- 7.1. All the works shall be carried out in accordance with the specifications contained in “**Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010**” and in this document.

Any specifications, not covered by these documents, shall be in accordance with relevant IRS Codes, IS Codes, IRC codes and MORSTH specifications read in the said order or as stipulated / approved by the Railway.

## **7.2. STANDARD SPECIFICATIONS AND CODE OF PRACTICE:**

- 7.2.1 The following Standard Specifications must be followed with regard to design, material and workmanship apart from Architectural and Structural Drawings & Specifications from Book of Reference.

- (i) I.S. Code of practice for Plain and Reinforced Concrete (I.S.456)
- (ii) I.S. Code of Practice for use of Structural Steel (I.S. 800)
- (iii) I.S. 1742 Code of practice for building drainage.
- (iv) IRS code of practice for Electric Arc welding of mild steel structures.
- (v) IS specification for Fine and Coarse Aggregate from natural sources for Concrete (IS-515).
- (vi) East Central Railway Engineering Department Standard Specification for Materials and Work-2008 with errata and corrections up to date corrections slip up to date.

## **7.3. PLAIN/REINFORCED CEMENT CONCRETE WORKS:**

As per Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010.

- 7.3.1 The IS code of practice for the structural use of reinforced concrete in building shall form part of these additional specification and this code and the standard practice in reinforced concrete construction that has been evolved by the adoption of this code shall be followed.
- 7.3.2 Fine and course aggregate: Fine and coarse aggregate for all type of concrete works shall conform to Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010& IS:383.
- 7.3.3 In addition to the routine test/ special test on material will be carried out whenever required by the Engineer. The cost of the special test will be borne by the Railways, if the results are as per standard laid down, failing which the cost of these tests will be borne by the contractor. Necessary facility in the form of moulds, cones, scales, materials, labour for casting, curing, specimens and such other facilities as per prerequisite required to any standard concrete test will be provided by the contractor free of cost including concrete being tested.

**7.4. FORM WORKS :**

As per Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010.

**7.4.1 GENERAL :**

Shuttering shall be either of wooden planks of suitable thickness with steel sheet lining or of steel plates stiffened by steel angles duly approved by Engineer. It should be ensured that the shuttering should be leak proof and there should not be any leakage of cement slurry during casting of the concrete. The shuttering shall be supported on wooden battens and beams and prop of vertical ballies properly coarse branched together, so as to make the formwork rigid. In place of ballies props, brick pillar of adequate section, Built in mud mortar may be used.

- 7.4.2 The form work shall conform to the shape, lines and dimension as showing in the plan. It shall be sufficiently rigid and strong to maintain correct shape of the members during deposition of concrete and shall be able to resist forces caused by vibration of concrete and incidental loads, associated with men working over it. The battering shall have smooth and even surface and its joints shall not permit leakage of cement grout.

- 7.4.3 If at any stage of working during or after placing of concrete in the



structure, the formwork bulges out beyond the required shape of the structure, the concrete shall be removed and work redone with fresh concrete and adequately rigid formwork at contractors cost. Details of shuttering and centering shall be subject to the approval of the Engineer-in charge, the completed formwork shall be inspected by Engineer-in charge, before the reinforced cement bars are placed in positions.

**7.4.4 CAMBER:** The shuttering on beams and slabs shall have camber of 4 mm per meter (1 in 250) or as directed by Engineer-in charge, so as to offset the subsequent deflection. The cantilevers, the camber at free end shall be  $1/50^{\text{th}}$  of the projected length or as directed by the engineer-in charge. Provision for holes shall be made in the shuttering for inserting fan hole clamps and provision of conduits etc. for concealed wiring and providing architectural finishing grooves if any at the junction of slabs with beams or walls or columns wherever required for architectural consideration, concealed sanitary and water supply pipes and fittings etc. as are required to be built in connection with the provision of various services in the buildings for service or architectural reasons. It may also be necessary to make holes in the shuttering of RCC columns for projecting bars. The tendered rates shall be paid to the contractor for making these provisions and no deduction shall be made on account of any saving in RCC due to these. The formwork for the RCC chajja will be so made that the drip coarse band can be casted along with the chajja. No extra payment shall be made for this drip coarse band.

**7.5. REINFORCEMENT:**

As per Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010.

7.5.1 Reinforcement may be used as decided by the Engineer as per approved drawing. HYSD bars Gr. Fe 500 or other as decided by the Engineer shall be used in the work.

The reinforcement shall only be procured from following or from brand having equivalent quality.

- a) **SAIL**
- b) **TISCO**
- c) **RINL**
- d) **JINDAL Steel**

7.5.2 It shall be the responsibility of the contractor to clean the reinforcement bars with dry gunny bags, if they are quoted

with rust of impurities and nothing extra shall be paid for the same.

- 7.5.3 The rate for reinforcement cement concrete includes straightening and uncoiling of rolls of reinforcement. No extra payment for strengthening and/or uncoiling of reinforcement shall be payable by the Railway.

**7.6. CONCRETING:** As per Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010.

- 7.6.1 The concrete shall be mixed properly in approved mechanical mixer as per Indian Railway Unified Standard Specifications for (Works and Materials) Engineering Department 2010. The proper consistency shall be determined by the Engineer-in-charge by a slump test, which shall be carried out. Cost of moulds, labour, tools and plants etc. for slumps tests of concrete shall be borne by the contractor including concrete used in testing.

- 7.6.2 The concrete shall be compacted immediately after placing by means of mechanical vibrator of suitable design for continuous operation.

- 7.6.3 Cement:

- 7.6.4 (i) Ordinary Portland Cement of 43 or 53 grade conforming to IS: 12269/ PPC as per IS1489/ PSC as per IS 455 as approvable shall be used for all permanent structures.

(ii) Cement of reputed brand viz. Gujarat Ambuja, L&T, ACC, Birla Super, JP Cement is to be used. If contractor proposes to use cement of any other brand, the same shall be got approved by IRCON/Railway duly submitting test certificate and manufacturer's specification.

**SECTION-VIII**

**CERTIFICATE OF FAMILIARISATION**

**CERTIFICATE OF FAMILIARISATION**

- A.** I/We hereby solemnly declare that I/We have visited the site/place of work and have familiarized myself/ourselves of the working conditions there in all respects and in particular, the following:
- a) Topography of the Area.
  - b) Soil conditions at the site of work.
  - c) Sources & availability of Construction material.
  - d) Borrow areas of earth.
  - e) Rates for construction materials.
  - f) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
  - g) Availability of water & electricity.
  - h) The existing roads and access to the site of work.
  - i) Availability of space for putting labour camps. Offices, stores, godown, sheds engineering yards etc.
  - j) Climatic condition and availability of working days.
  - k) Prevailing all taxes, VAT, duties etc.
- B.** I/We have kept myself/ourselves fully informed of the provisions of this bid document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions of Contracts and Special Technical Specifications/ Conditions of contract apart from information conveyed to me/us through various other provisions in this bid document.
- C.** I/We have quoted my / our rates as 'Percentage above / below / at par ' and quoted against blank items by rates in figure and words, with total cost as per Schedule of Items Rates and Bill of Quantities (BOQ) in FINANCIAL BID taking into account all the factors given above.

*(Signature of Bidder/s)*

**Date:**

**Place:**

## **SECTION-IX**

### **Safety Health and Environment**

**(Attached separately)**

## **SECTION X**

### **Bill Of Quantity**

**(Attached separately)**

**SECTION-XI**

**FINANCIAL e-BID**

(UPLOADED IN EXCEL SHEET)

**(RATES AS PERCENTAGE BELOW/ABOVE/AT PAR THE BOQ RATE ARE TO  
BE FILLED ONLINE ONLY)**

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

Name of Work: .....

<b>ANNEXURE-IV(AA)</b> <b>PROFORMA FOR STATEMENT OF MINOR DEVIATIONS</b> <b>(Refer Clause 6 and 7 of ITT)</b>			
<b>Name of tenderer / firm:</b>			
<b>The following are the particulars of minor deviations from the requirements of the Tender Document:</b>			
<b>S.N.</b>	<b>Clause</b>	<b>Deviations</b>	<b>Price adjustment for each deviation/s</b>
<p>Note:-</p> <p>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.</p> <p>2. Where there is no deviation, please indicate 'No Deviations'. In case, Proforma of deviations is left as blank, it will be construed that the tenderer has not proposed any deviations from tender documents.</p> <p>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.</p> <p>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.</p>			