

CONSTRUCTION OF JAYNAGAR(INDIA) BARDIBAS (NEPAL) RAIL LINE PROJECT

TENDER DOCUMENT FOR

“Protection work by providing boulder crating on approaches of Major Bridges on Well Foundation of “Jaynagar-Janakpur section” in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.

Tender No: IRCON/PO/TN/JAYNAGAR-2050/21/68

Dated: 28.05.2021

TECHNICAL BID

VOLUME-1

May'-2021

IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)

Corporate office
IRCON International Limited,
C-4, District Center, New Delhi-110017
-India
Tel: +91-11-2055289
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Project Office
1st Floor Station Building (Nepal Railway)
Jaynagar, Distt. Madhubani (Bihar)
-847226, Tele Fax No.: - 06246222101
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SECTION - I
Notice Inviting Tender



IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)



NIT No.: IRCON/PO/TN/JAYNAGAR-2050/21/01

Dated: 28.05.2021

Notice Inviting Tender

DATE SHEET

1.	Publishing Date	:	28.05.2021	16:30 Hrs
2.	Bid Document Download/ Start Date	:	28.05.2021	17:30 Hrs
3.	Bid Submission Start Date	:	29.05.2021	09.00Hrs
4.	Bid Submission End Date	:	11.06.2021	11:00 Hrs
5.	Bid Opening Date	:	11.06.2021	15:00 Hrs

1.0 General Manager/PH, IRCON INTERNATIONAL LIMITED (IRCON in abbreviation), 1st Floor, Station Building (Nepal Railway), Jaynagar, Dist.: Madhubani (Bihar)-847226, Tele FAX No.: 06246222101, PHONE: +919771465101 E-mail: ravi.sahay@ircon.org for and on behalf of Ircon International Ltd. invites physical bids in two packet system on prescribed forms from shortlisted firms/companies for execution of the work detailed in the table given below. The shortlisted bidder is advised to examine carefully all instructions including addendum/corrigendum, condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

S. No	Name of Work	Estimated Cost of Work (Rs.)	Earnest Money (Rs.)	Completion Period
1	“Protection work by providing boulder crating on approaches of Major Bridges on Well Foundation of “Jaynagar-Janakpur section” in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.	Rs.55,66,156.0 Fifty-five lakhs sixty-six thousand one hundred and fifty-six only.	Rs.1,11,323.0 As per Clause No. 9 of ITT	1 Month

2.0 Website [HTTP://WWW.IRCON.ORG](http://www.ircon.org) may be referred for detailed terms and conditions of the bidding documents, which is available online. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.

3.0 **ELIGIBILITY CRITERIA: Not Applicable**

4.0 **ACCESSING/ PURCHASING OF BID DOCUMENTS**

4.1 The complete Bid Document can be viewed / downloaded from IRCON'S portal i.e. [HTTP://WWW.IRCON.ORG](http://www.ircon.org) free of cost. And in such case the Tenderer shall deposit the Cost of the Tender Documents along with the submission of the Tender, failing which his Tender shall not be opened. In such case, the Cost of the Tender Documents shall be deposited in the form of a Demand Draft/Pay Order in favour of Ircon International Limited payable at Jaynagar and enclosed in the envelope containing the Earnest Money Deposit. Tenderers are advised not to make any corrections, additions or alterations in the downloaded/purchased Tender Documents. In case, any corrections, additions or alterations in the downloaded/purchased tender documents are made, such Tender shall not be considered.

4.2 Tender documents for the above tender can also be obtained from 11.00 hours to 16.30 hours on all working days from 28/5/2021 to 10/6/2021 from the office of GM/Project Head, Ircon International Limited, 1st Floor, Station Building (Nepal Railway), Jaynagar, Dist. Madhubani, Bihar-847226, on non-refundable payment of Rs 5,000/- (Rs. Five Thousand only) in Demand Draft/Pay Order drawn in favour of IRCON International Ltd. payable at Jaynagar towards the cost of one set of the tender document. The tender document shall be sold only to the persons authorized in writing by the Tenderer.

4.3 Tenderer can also to pay the Cost of Tender Document, a non-refundable fee of Rs 5,000/- (Rs. Five Thousand only) towards the cost of one set of Tender documents through NEFT or RTGS only in IRCON's bank account no.: 023700550000163, IFSC Code: PUNB0023700 at Punjab National Bank, Jaynagar, Madhubani (Bihar) in favor of **"IRCON INTERNATIONAL LIMITED"** payable at Jaynagar.

4.4 It is mandatory for all the Bidders to have Power of Attorney to sign the Bid.

4.5 Tender documents will be available online on website <https://www.ircon.org> from 28/05/2021 (11.00 Hrs) which can be downloaded till the last date and time of submission of Tender. The Cost Tender in this case is to be Paid while submission of Tender in form of Demand Draft/Pay Order, or as per Clause 4.3 above, drawn in favour of IRCON International Ltd. payable at New Delhi.

5.0 IRCON may issue addendum(s)/corrigendum(s) to the tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on

website <https://www.ircon.org> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective bidders to check the web site for any such corrigendum/addendum at the time of closing time of tender and ensure that bid submitted by them are in accordance with all the 3 corrigendum's/addendums. Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.

6.0 The tender documents shall be submitted in two separate sealed packets viz Packet - I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials, Conditions in deviation to the Tender conditions, if any and all other Tender papers except Financial Bid are to be submitted in "Technical Bid ". Packet –II shall contain the Financial Bid with Rates duly filled in and cost of withdrawal of the conditions in deviation to the tender conditions, if any. Any conditions in deviation to the Tender conditions, if stipulated in the Financial Bid, will not be accepted. The conditions in Deviation to the Tender conditions, if any, are to be stipulated in Technical Bid only and the cost of withdrawal of the same given in Financial Bid. Conditions in Deviation to the Tender condition, stated at any other place in the Tenderers Tender will not be considered.

7.0 Completed tender documents with priced schedule of items and quantities shall be submitted in a separate sealed envelope super-scribing the name of the work, name of tenderer etc. The Tender cost (if downloaded from Web site) & Earnest money deposit in the prescribed form and for the prescribed amount shall be submitted in a sealed envelope super-scribing "Tender Cost & Earnest Money Deposit", the name of work, name of the tenderer etc. These two sealed envelopes shall be further sealed in a larger envelope super-scribing the name of the work, name of tenderer; which should be deposited in the tender box at IRCON's office at address given in Para 4.2 above before 15.00 hours on 11/6/2021. Tenders shall be opened at 15:30 hours on the same day in the presence of the tenderers or their authorized representatives intending to attend the opening. Tenders duly sealed in the prescribed manner above can also be sent through Registered Post/Speed Post/Courier/ Airmail/by physical submission so as to reach in this office not later than the time and date of opening of tenders. Any tender received later than the time and date of opening of tenders shall be rejected and returned to the tenderer unopened. However, authorized representatives shall be allowed to attend the opening of the Technical Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.

8.0 Tender shall be submitted as per "Instructions to Tenderers" forming a part of the tender document.

9.0 Any Tender received without Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.

10.0 Bidders cannot submit the Tender after the due date and time of bid submission. The bidders are advised to submit their Bids well before the Bid due Date and Time. IRCON shall not be responsible for any delay in submission of Bids for any reason including.

11.0 The Technical and Financial Bid shall be signed by the Authorized

Signatory of the Bidder. The Authorized Signatory of the Bidder must be in possession of Power of Attorney before submitting Bid.

12.0 Tenders brought to the office of Employer later than the deadline prescribed but before the opening time mentioned in the bidding document shall be declared as delayed tenders and may be considered by Employer and decided on its merits. The decision of the Employer shall be final and binding.

13.0 Any Tender received after Opening of the Tenders shall be rejected and returned unopened to the tenderer.

14.0 IRCON reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/opening date and to accept/reject any or all tenders without assigning any reasons thereof. IRCON's assessment of suitability as per eligibility criteria shall be final and binding.

15.0 The transfer of tender documents purchased by one intending tenderer to another tenderer is not admissible. Tenderer can submit tenders only on the documents purchased /downloaded from IRCON's website.

16.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. Action shall be taken including banning of Business. The decision of IRCON in this regard shall be final and binding.

17.0 IRCON reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above clause no.: 16.0 of Notice Inviting Tender.

18.0 The validity of the offer shall be for the period indicated in "Appendix to Tender" after the date of opening (Technical Bid) of the tender.

19.0 Purchase Preference Policy for Micro and Small Enterprises (MSEs), Start Up and Make in India etc. Registered Firms:- NOT APPLICABLE.

20.0 This Tender is invited from Nepali Bidders (Shortlisted Firms) only.

For & on behalf of:
IRCON INTERNATIONAL LIMITED
1st Floor, Station Building (Nepal Railway)
Jaynagar, Dist.: Madhubani (Bihar)
-847226, Tele FAX No.:06246222101
Email: ravi.sahay@ircon.org

SECTION - II

Form of Bid

FORM OF BID

To

IRCON INTERNATIONAL LIMITED,

Acting Through
General Manager/PH,
1st Floor, Station Building
(Nepal Railway), Jaynagar,
Dist.: Madhubani, Bihar-
847226
PHONE: +91-6246-222101, +919771465101
E-mail: ravi.sahay@ircon.org

Dear Sir,

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

I/We hereby declare that we have visited the site of the work and have made ourselves fully conversant of the conditions therein and including the topography of area, soil strata at site of work, sources and availability of construction materials, rates of construction materials, water, electricity, all local taxes, royalties, octopi etc., availability of local labor (both skilled and unskilled), relevant labor rates and labor 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 "Protection work by providing boulder crating on approaches of Major Bridges on Well Foundation of "Jaynagar-Janakpur section" in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project" 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 Ircan 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 _____ 2021.

SECTION III

Instructions to Tenderers

SECTION III: Instructions to Tenderers**Table of Clauses**

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INSTRUCTIONS TO TENDERERS

A.

1.0 General

1.1 Name of the Work: As indicated in 'Appendix to Tender'.

1.2 "A shortlisted bidder in the capacity of Individual or Sole Proprietor, Partnership Firm, or Company can participate in the tender and the shortlisted bidder must submit attested copies of the constitution of its Nepalese firm such as partnership deed, Memorandum & Articles of Association, etc. along with original Power of Attorney of authorized signatory".

1.3 Not Applicable

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

- a) Client: East Central Railway.
- b) Employer: IRCON INTERNATIONAL LIMITED address as given
In 'Appendix to Tender'
- 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 "limited tender" and their derivatives ("bidder"/"Shortlisted Nepalese tenderer"), "bid/tendered", "bidding"/" limited tendering", etc.) are synonymous. Day means calendar day. Singular also means plural.

1.6 Scope of Work: As indicated in 'Appendix to Tender'.

The scope given above 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 'Appendix to Tender.'

1.8 A shortlisted bidder shall submit only one bid in the capacity of an Individual or Sole Proprietor, Partnership firm, or Company. Violation of this condition is liable to disqualify the tenders in which such shortlisted bidder has participated and EMD of all such tenderers shall stand forfeited.

2.0 Cost of Bidding

2.1 The shortlisted 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 technical and financial sheets available in 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:

- Notice Inviting Tender
- Instructions to Tenderers
- Appendix to Tender
- Form of Bid
- Special Conditions of Contract
- General Conditions of Contract
- Particular Technical Specifications
- General Technical Specifications
- Drawings
- Bill of Quantities

3.2 The shortlisted 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 Not Applicable
- 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, which shall be part of the Tender documents. The amendment shall be advised to all the prospective bidders.
- 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 bid submitted by the tenderer is signed by his authorized representative holding the Power of Attorney.
- 6.2 While filling up the rates in the Bill of Quantities, tenderer shall ensure that the rates are filled up in words and figures both.
- 6.3 The bid should be submitted manually only in the prescribed format given in the www.ircon.org of IRCON. No other mode of submission is accepted. The Technical and Financial Bid shall be signed by the authorized signatory of the bidder & submitted “manually” only.

The tenderer may download financial bid form and submit the same duly filled through manually.

The tenderer must fill and submit the prices as per instructions given in Bill of Quantities. 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. If a tenderer does not quote a price/rate for any Bill of Quantities (BOQ) item, the Bid is liable for rejection.

7 **Deviations**

7.1 The Tenderer should clearly read and understand all the Terms and Conditions, Specifications, etc. mentioned in this Tender Documents. Deviations, if any, shall be brought out specifically with reference to Commercial and Technical requirements etc. and also cost for withdrawal of Deviations shall be clearly mentioned. In case no Cost is indicated for withdrawal of Deviations, it shall be assumed that the withdrawal of the Deviations is acceptable to the firm without any cost implication. If the Tenderer has any observations, the same may be indicated in his forwarding letter along with the Tender. Deviations stated elsewhere in the offer except in the Deviations sheets shall be treated as NO DEVIATION.

8. In case the Tenderer does not want to stipulate any conditions in Deviation to the Tender conditions, a NIL Deviation Statement should be submitted in Technical and Financial Bid.

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

9 **Earnest Money**

9.1 **The tenderer must furnish the Earnest Money as indicated in “Appendix to Tender” 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 Schedule Bank in India or Listed Bank in Nepal with Head Quarter at Kathmandu as given in Annexure-X of SCC in favour of Ircon International Limited payable at a place as given in Appendix to Tender. 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 or Listed Bank in Nepal with Head Quarter at Kathmandu as given in Annexure-X of SCC endorsed in favor of IRCON INTERNATIONAL LIMITED.
- c) EMD 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. 0237005500000163, IFSC Code: PUNB0023700 at Punjab National Bank, Jaynagar, Madhubani (Bihar) in favor of "**IRCON INTERNATIONAL LIMITED**" payable at Jaynagar, Email: ravi.sahay@ircon.org

- d) Earnest Money in the form of Pay Order/DD/FDR shall be submitted through manually. Further EMD in original form sealed in an envelope must be received by Employer at the address specified in the “Tender Notice” not later than the prescribed date and time for bid submission.
- e) Proof of transaction towards payment of Earnest Money through NEFT or RTGS shall be in xerox format and submitted during the manually submission of the bid not later than the prescribed date and time for bid submission.
- f) **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 “Appendix to Tender” 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 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) If the Earnest Money Deposit is in the form of Fixed Deposit Receipt (FDR), the FDR shall be returned after deduction of an equivalent amount from the first on account bill and further deduction of retention money from the bills shall commence after adjusting this EMD amount.

- ii) 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.

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 If the bidder is a partnership or a consortium, this pact will be signed by all partners or consortium members at the time of signing Contract Agreement.

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:

Shri Ravi Sahay
General Manager/ PH,
1st Floor, Station
Building (Nepal
Railway) Bihar-
847226

PHONE: +91-6246-222101, +919771465101

E-mail ravi.sahay@ircon.org

10.7 Name & Address of IEM:
Dr. T.M. Bhasin Former Vigilance Commissioner, CVC
331, Bhera Enclave, Opp. Radisson Blue Hotel,
Paschim Vihar, New Delhi-110087
Email: tmbhasin@gmail.com
Mobile No. 9903844444, Ph No. 011-25286751

11 Period of validity of the tender

- 11.1 The tender shall remain valid for the period indicated in “Appendix to Tender” 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 received by Employer at the address specified in the “Tender Notice” **not later than the prescribed date and time for bid submission.**
- 12.2 Any tender related documents received after opening of the tender shall be rejected.

Tenderers must provide the good xerox copy of relevant documents required to be submitted along with tender documents as mentioned in the tender documents. The document which is not readable or legible will not be given cognizance. 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 could not modify, substitute or withdraw his bid after submission prior to the date and time of bid opening.
- 13.2 For modification of bid, bidder could not modified bid in the website (www.ircon.org)
- 13.3 For withdrawal of bid, bidder could not facility to withdraw his bid by clicking on website www.ircon.org www.ircon.org.
- 13.4 Before withdrawal of any bid, it may specifically be noted that after withdrawal of a bid for any reason, tender fee will not be refunded. Re-submission of bid will not be allowed.

14. Submission of an 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.

Sealing and marking of Tenders

Tender Documents

15.1 The tenders shall be submitted on or before the due Date and Time with all the relevant documents as mentioned in Para 3.1 and the following

Instructions To Tenderers

a Forwarding letter of the tenderer.

b Earnest Money Deposit in a separate envelope superscripted Earnest Money Deposit.

c Packet -I - Technical Bid Complete with Tender documents with each page signed and stamped and all other documents required to be submitted as per the Tender conditions including qualification documents and Deviation statement without Cost of withdrawal of conditions

d Packet -2 - Financial Bid with Schedule of Items and Quantities with rates quoted therein and deviation statement with cost of withdrawal of conditions/deviations

15.2 The above documents as stated at (a) to (d) above shall be further sealed in an envelope superscribed with the name of the work as indicated in "Appendix to Tender", date and time of opening of tenders.

16 Submission of tenders

In addition to the above, the envelope shall also contain the Name and Address of the Tenderer to enable Tender to be returned unopened if so required.

16.1 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.

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

E. Bid opening and Evaluation**17 Opening of the tender**

17.1 Tenders will be opened at the address mentioned in "Tender Notice" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders. Physical presence during bid opening is optional.

17.2 Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

17.3 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 after bid opening.

18 Clarification of the tenders : NA.

18.1 To assist the examination, evaluation and comparison of the tenders, Employer may at his discretion ask the tenderers for any clarifications as considered essential. 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.

19 Preliminary examination of bids

19.1 The Employer shall examine the bids to determine whether they are complete, whether physical copy of all the relevant documents have been received **not later than the prescribed date and time for bid submission** and generally they are in order.

19.2 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. 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.

19.3 If a bid is not substantially responsive, it shall be rejected by the Employer.

19.4 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.

20 Evaluation and comparison of tenders

20.1 In case of open tenders, bids, which are determined as substantially responsive, shall be evaluated based on criteria as given in Annexure-V. The tenderer must submit all necessary authentic data with necessary supporting certificates of the various items of evaluation criteria failing which his tender is liable to be rejected.

20.2 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.

21 Canvassing

21.1 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.

22 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.

- 23** 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.

24 Award of Contract

- 24.1 Employer/Engineer shall notify the successful tenderer in writing by Courier/ Speed Post or per bearer or delivering the same by e-mail duly attached with scanned copy of Proof of Dispatch (POD) that his tender has been accepted.

- 24.2 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.

25 Contractor Performance Feedback and Evaluation System

The employer will have a 'Contractor Performance Feedback and Evaluation System' for periodic evaluation of Contractors performance during execution of Contract. In case contractor's over-all performance is found unsatisfactory (<85% for Works Contracts and <75% for Consultancy Contracts) based on the parameters as listed in Annexure 'II' and 'III' respectively, the Contractor is liable to be declared a 'Non-Performer', and will become ineligible for participation in future tenders of this Organization for a period of 2 (two) years from the date of such decision. This decision is to be conveyed to the Contractor in writing. The non-performer status may be revoked during currency of the contract on improvement of performance parameters during the next annual review.

This is without prejudice to any other recourse available to the Employer under the Conditions of Contract.

26 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.

Supplier must submit Affidavit as per annexure-IV, to certify that credentials submitted by them are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the

contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for Two years on entire IRCON, as per policy stipulated at Annexure-A.

27 Declaration of non-performance or ban status or termination

Tenderers 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 on account of contractor's default during the last two years prior to the date of bid submission.
- d. The bidder (any partners in case of JV) 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 in case of JV) duly certified by the statutory auditor of the bidder must be submitted along with the bid.

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

28. 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 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 for a period of 2 years.

29. Any bidder from a country, which shares a land border with India, will be eligible to bid in this tender only if the bidder is registered with the Competent Authority nominated/Registration Committee constituted by the Department for Promotion of

industry and Internal Trade (DPIIT) "Bidder 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;
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

Note: Above conditions shall be kept only in case of participation by a consortium or joint venture is permitted in the tender.

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 person(s), who, whether acting alone or together, or through one or more juridical Person, has a controlling ownership interest or who exercise control through other Means Explanation.

- a. "Controlling ownership interest" means ownership of or entitlement to more than Twenty-five percent, 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 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 capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner are 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.

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).

Annexure -'I'

DETAILS OF THE BIDDER

1. Name of the Bidder :

1.1 Registered Address of the bidder :

Land Line Telephone Number with STD Code:

FAX Number with STD Code :

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. with STD Code :

E-mail Address :

Annexure -'II'

ASSESSMENT OF PERFORMANCE OF WORKING SUBCONTRACTOR

S. No.	Description	Weightage		Remarks
		Assigned	Obtained	
1	Resource Management/ Financial Status			
1.1	Timely mobilization of manpower, as per the requirement of work and/or as suggested by Engineer in writing	5		
1.2	Timely mobilization of machinery, as per the requirement of work and/or as suggested by Engineer in writing	5		
2	Physical Progress /Project Execution Capability	75		
2.1	Target Vs Achieved review of the progress and adherence to milestones of the work as per above submitted & approved program (may be judged as below, to be modified depending on availability of front/site or as indicated in Contract)			
a	At 33% time: >15%			
b	At 50% time: >30%			
c	At 100% time: >60%			
d	At 175% time: >98%			
3	Quality Assurance Capability			
3.1	Documentation of procedures, work instructions, check list and adherence to the requirements of ISO 9001:2008	4		
3.2	Rectification of defects/non-conformity to quality standards within 30 days: (Nos. mentioned in writing/Rectified within 30 days of writing)	4		
3.3	Implementation of corrective and preventive measures to control non-conformities/ rejections	2		
4	Claims and Disputes			
4.1	Raising unnecessary claims and litigation	5		
	TOTAL:	100		

Annexure-'III'**FORMAT OF AFFIDAVIT
(to be executed on a non-judicial stamp paper of Rs.100/- only)**

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

1. Neither our firm nor any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm 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 individual or the constituent partner in case of partnership firm are debarred for tendering, blacklisted, and suspended in Central/State Government Department in India including authority controlled by them.
3. 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 are incorporate 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 wholly owned subsidiaries and either our firm or any of the members/partners in any manner as an individual or the constituent partner in case of partnership firm have been terminated on account of our default 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 IRCCON 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. We have read and understood all the provisions included in the integrity Pact and abide by them, if applicable.
9. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for Two years on entire IRCON. Further, I/we (name of tenderer) and all my/our constituents understand that my/our offer shall be summarily rejected.
10. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to

termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for Two years on entire IRCON.

11.1 Certificate for Tenders

“I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, If from such a county, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration with the Competent Authority nominated/ Registration Committee constituted by the Department for Promotion of Industry and internal Trade (DPIIT) shall be attached]”

11.2 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 such sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority nominated/ Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT). 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.]”

12. The information furnished by us is correct and we understand the consequences in case any of the information furnished is not found to be true.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative.

Name of the Firm.

Dated:

ANNEXURE – IV

(Ref. Clause 3.0 of e-Procurement Notice)

Essential Qualifying Criteria:

1. **EQC – NOT APPLICABLE**

2. The bidder shall sign the Affidavit as enclosed in Annexure-‘IV’ of “Instructions to Tenderers”.

ANNEXURE – V**Format for Bid Security Declaration
(On Non-judicial stamp paper of Rs. 100)**

Whereas, I/we _____ (name of agency) has submitted bid for

_____ (name of work) and whereas the Earnest Money Deposit is being exempted in the aforesaid tender to give relief to the bidders as per Govt. of India guidelines due to severe financial crunch on account of slowdown in economy due to the pandemic, I/we hereby submit following “Bid Security Declaration” in lieu of exemption from submitting Earnest Money Deposit:-

1. If I/we withdraw or modify my/our bid during the bid validity period (including extended validity of tender) specified in the tender documents;

or

2. If, after the award of work, I/we fail to accept LOA/LOI, or to sign the contract agreement or fail to submit performance guarantee, or fail to commence the work within the stipulated time period prescribed in the tender documents;

or

3. If I/we furnish any incorrect or false statement/information/document;

or

4. If I/we hide any relevant information or do not disclose any material fact in the tender;

or

5. If I/we commit any breach of Integrity pact, I/we may be disqualified and banned for a period of two years and shall not be eligible to bid for future tenders of Ircon International Ltd. for the period of two years from the date of issue of such order.

(Signed by the Authorized Representative of the Firm)

Name of the Authorized Representative

Name of the Firm

Dated:

ANNEXURE – VI**INTEGRITY PACT****General**

This Agreement (hereinafter called the Integrity Pact) is made on -----day of the month of----- 2021, 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 HERE TO 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 bids 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 like commission, fees, brokerage or inducement to any official of IRCON, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting, and implementation of the contract.
- 3.3 The BIDDER has not given, offered, or promised to give, directly or indirectly, any bribe or any benefit or other advantage like commission, fees, brokerage, or inducement to any official of IRCON or their family members or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract.
- 3.4 The BIDDER will disclose the name and address of its agents and representatives, if any, in India and/or abroad.
- 3.5 The BIDDER will disclose the payments to be made by them to Agents/Brokers or any other intermediary, in connection with this bid/contract.
- 3.6 The BIDDER further confirms and declares to IRCON that the BIDDER has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate, or in any way to recommend to IRCON or any of its functionaries, whether officially or unofficially, award of the contract to the BIDDER, nor has any amount been paid, promised, or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation, or recommendation.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the competition, transparency, fairness, and progress of the bidding process, bid evaluation, contracting, and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.9 The BIDDER will not use for purposes of competition or personal gain, or pass on to others, any information provided by IRCON as part of the business relationship, regarding plans, technical proposals, and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care 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 Annexures/Appendices thereto as an integral part of this Pact.

3.15 If the BIDDER/Contractor is a partnership or a consortium, this Pact will be signed by all partners or consortium members.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract and, if already awarded, can be liable to attract sanctions under this Pact.

5. Sanctions for Violations

5.1 Any breach of the provisions of this Pact by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle IRCON to take all or any one of the following actions, wherever required: -

5.1.1 To disqualify the BIDDER in pre-award stage without assigning any reason and without any compensation to the BIDDER. However, the proceedings with other BIDDER(s) would continue.

5.1.2 To take such actions/steps as per provisions made in the tender documents/contract, if contract already signed, without giving any compensation to the BIDDER.

5.1.3 To debar the BIDDER from participating in future bidding processes as per IRCON's policy on "Suspension/Banning of Business Dealings" with Agencies" (Annexure-B).

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

6. Independent External Monitors (IEMs)

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

6.1.1 Name & Address of IEM:

Dr. T.M. Bhasin Former Vigilance Commissioner, CVC
331, Bhera Enclave, Opp. Radisson Blue Hotel,
Paschim Vihar, New Delhi-110087
Email: tmbhasin@gmail.com
Mobile No. 9903844444, Ph No. 011-25286751

- 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.

- 64 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.
- 65 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.
- 66 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)

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

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

1. Father:

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

2. Mother:

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

3. Son:

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

4. Son's wife.

5. Daughter.

6. Daughter's husband.

7. Brother:

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

8. Sister:

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

PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS WITH AGENCIES IN IRCON

IRCON INTERNATIONAL LIMITED
(A Govt. of India Undertaking)
1st Floor, Station Building
(Nepal Railway),
Jaynagar, Bihar-
847226

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PROCEDURE FOR SUSPENSION/BANNING OF BUSINESS DEALINGS

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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 ED/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 ED 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 ED,

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. However, the Competent Authority can impose such a ban project/region wise only if in the particular case banning of business dealings in respective project/region will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct / default. Any ban imposed by Corporate Office shall be applicable across all Units of IRCON.
- 5.2.2 **An Investigating committee consisting of ED concerned, ED/Finance and an ED 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/Airmail/email by concerned ED in charge of the project along with a statement containing the imputation of misconduct or malpractice and the Agency should be asked to submit its written explanation or statement in defense within 30 days of the date of notice. If no reply is received, a decision may be taken ex-parte by the Investigating Committee based on facts and evidence on record.
- 5.2.5 If the Agency requests for inspection of any relevant document mentioned in the show cause notice in possession of IRCON, the facility for inspection of such documents may be provided.
- 5.2.6 After considering the reply of the Agency and other circumstances and the recommendation of the investigating committee, a final decision shall be taken by the Competent Authority, if considered necessary after giving an opportunity for personal hearing to the Agency. The Competent Authority may then consider and pass an appropriate speaking order:
- a) Exonerating the Agency, if the charges are not established;
 - b) Banning the business dealings with the Agency along with the period for which the ban would be operative, if the charges are proved.
 - c) Whether or not to refer the matter to the Indian Railways to consider imposition of similar ban by Indian Railways.
- 5.2.7 The order for banning of business dealings by all units of IRCON shall be applicable to the Agency including its allied firms as defined in Para 1102 of IR Vigilance Manual.
- 5.2.8 Decision of Competent Authority will be intimated to the concerned ED, who will convey the same to the delinquent Agency and its allied firms and

circulate it to the corporate office and all Project head / Functional head for applying these orders uniformly in IRCON. The reasons may not be disclosed in such communications. However, the fact that the representation has been considered should invariably be mentioned in the communication.

- 5.2.9 The validity of the banning order shall be for a specified time period, on expiry of which, the banning order shall cease to operate, unless extended further by competent authority.

6 Appeal against the Decision of the Competent Authority:

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

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

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

This procedure order is issued with the approval of CMD/IRCON.

- P.S.: Where ED is not dealing with the case of a particular contract (or), the same action may be taken by the Coordinating GM or any other officer made in-charge for the work.

ANNEXURE – VII

CHECK LIST for list of documents duly page numbered, signed, stamped by authorized signatory of the Bidder to be provided with the tender and submitted not later than the prescribed date and time for bid submission.

1. Forwarding Letter of the bidder
2. Form of Bid
3. Details of similar works completed in last seven years – Not Applicable
4. Annual Turnover for the last three years with supporting documents (Format - 2) – Not Applicable
5. Program for deployment of man power (Format – 3).
6. Program for deployment of Plant and Machinery on the project (Format – 4).
7. Attested copies of the constitution of its firm such as Partnership Deed, Memorandum and Articles of Association, etc.
8. GSTIN – If Applicable
9. ISO 9001-2008 certificate (if any).
10. Schedule of start and completion of work in the form of Bar Chart.
11. Methodology for execution of works.
12. 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.
13. **Power of Attorney** duly attested by Notary Public in favor of the person signing the bidding documents
14. Bankers details (name of bank and branch) along with bidders own bank details (Account No., Name of Account Holder, NEFT/RTGS details) as per Format given in Annexure-I).
15. Affidavit (as per Format given in Annexure-IV)
16. Xerox Copy of EMD in prescribed form.
17. Any other details sought through ITT.



Note:

- i) Hard copy of above documents 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.**
- iii) Submission of Earnest Money Deposit in original in the form of Pay Order/DD/FDR/BG as referred in clause no.9.0 of 'Instructions to Tenderers'.**

Annexure – VIII

CERTIFICATE OF FAMILIARISATION

I/We hereby solemnly declare that I/We have visited the site 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 & rock conditions at the site of work.
 - c) Sources & availability of man power.
 - d) Borrow areas/ Queries of earth and Boulders.
 - e) Rates for construction materials viz. HZC G.I. wire & Geotextile.
 - f) Availability of local labor, both skilled and unskilled and the prevailing labor rates.
 - g) Availability of water & electricity.
 - h) The existing roads, bridges, culverts and access to the site of work.
 - i) Availability of space for putting labor camps. Officers, stores, godown, Engineering Staff quarters etc.
 - j) Climatic condition and availability of working days.
 - k) Political environment and law & order situation of the project/camp area.
 - l) Soil conditions at the site of work
 - m) Methodology to be adopted for successful completion of work.
 - n) Working hours and shifts for completing the work as per tender conditions.
- B. I/We have kept myself/ourselves fully informed of the provisions of this tender document comprising Instructions to the Tenderers, General Conditions of the Contract, Special Conditions, Specifications and Additional special conditions apart from information conveyed to me/us through various other provisions in this tender document.
- C. I/We have quoted my / our rates as 'Percentage above / at par "of total cost as per Schedule of Items Rates and Quantities (BOQ) in TENDER DOCUMENT taking into account all the factors given above.

(Signature of Tenderer/s)

FORMAT-1: Not Applicable (Ref. Sr. No. 3. of Annexure-VII to Instructions to Tenderers at Page 47) DETAILS OF SIMILAR WORKS COMPLETED IN LAST SEVEN YEARS											
S. No.	Description of the Work	Name and address of the Employer	Contract No. and date	Date of award of work	Stipulated date of completion	Date of Actual Completion	Value of completed Work (In Lacs of `)	Reasons for delays, if any	Penalty, if imposed for delay	Any other relevant information	Remarks
1	NOT Applicable										
2											
3											
4											
5											
6											

Note:

1. Please attach copies of the certificates issued by the Client.
2. Only those works shall be considered for evaluation for which copies of the certificates issued by the client are attached.

FORMAT-2 (Ref. Sr. No. 4 of Annexure-VII to Instructions to Tenderers at Page 47) ANNUAL TURNOVERS FOR THE LAST THREE YEARS				
S. No.	YEAR	Turnover from Civil Engineering works (In lacs of `)	Turnover from all sources (In lacs of `)	Remarks
1				
2				
3				

Note :

1. Please attach certified/attested copies of the latest ITCC and/or Profit and Loss Account statement to support the information furnished.
2. Certified Copy of Chartered Accountant showing turn-over.

FORMAT-3*(Ref. Sr. No. 5. of Annexure-VII to ITT at Page 47 of Instructions to Tenderers)***PROGRAMME FOR DEPLOYMENT OF MAN POWER**

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

FORMAT-4

(Ref. Sr. No. 6. of Annexure-VII to ITT)

PROGRAMME FOR DEPLOYMENT OF PLANT AND MACHINERY PROPOSED TO BE ENGAGED ON THE PROJECT

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

SECTION - IV
Appendix to Tender

APPENDIX TO TENDER

<u>DESCRIPTION</u>	Reference Clause
Name of Work “Protection work by providing boulder crating on approaches of Major Bridges on Well Foundation of “Jaynagar-Janakpur section” in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.	1.1 of Instructions to Tenderers
<u>Place of Registration of:</u> -	1.2 of Instructions to Tenderers
<u>Client:</u> - East Central Railway	1.3(a) of Instructions to Tenderers
<u>Employer:</u> - IRCON INTERNATIONAL LIMITED 1 st Floor, Station Building (Nepal Railway) Jaynagar, Dist.: Madhubani, Bihar-847226	1.3(b) of Instructions to Tenderers
<u>Scope of Work:</u> - “Protection work by providing boulder crating on approaches of Major Bridges on Well Foundation of “Jaynagar-Janakpur section” in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.	1.5 of Instructions to Tenderers
<u>Approximate Estimated Cost of the Work:</u> -. Rs. <u>55,66,156.00</u>	1.6 of Instructions to Tenderers
<u>Earnest Money:</u> - <u>Rs.1.11.323/-</u>	9.1 of Instructions to Tenderers
<u>Period of Validity of Tender:</u> - 90 days.	11.1 of Instructions to Tenderers
<u>Period of Completion:</u> - 1 Months from the date of issue of LOA	6.0 of Special Conditions of Contract
<u>Defect Liability Period:</u> -12 Months from the date of completion of work	7.0 of Special Conditions of Contract

SECTION-V

Special Conditions of Contract

On behalf of Tenderer

On behalf of
IRCON INTERNATIONAL LIMITED

SPECIAL CONDITIONS OF CONTRACT

1.0 ORDER OF PRIORITY OF CONTRACT DOCUMENTS

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

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Notice Inviting Tender
- 4) Instructions to the Tenderers
- 5) Appendix to Tender
- 6) Form of Bid
- 7) Special Conditions of the Contract
- 8) Indian Railway Standard Conditions of Contract
- 9) Technical Specifications
- 10) Certificate of familiarization
- 11) Relevant codes and Standards
- 12) Bill of Quantities

2.0 SCOPE OF WORK:

The scope of Protection work by providing boulder crating on approaches of 9 nose of Major Bridges on Well Foundation of "Jaynagar-Janakpur section" includes earthwork in excavation by machine for making suitable Gabion Box base as per site condition, earthwork in filling on slopes of embankment near both side approaches of Major Bridges, supply and laying Geotextile polyfelt TS 60/50 or Teram 1000 in the slope of embankment before laying Gabion Boxes, supply of 10 gauge HZC GI wire and making of rectangular gabion box double knotted square mesh size 10X 10 cm, supply of boulder and filling it in gabion boxes including stretching , closing & tying etc. as a complete job including crossing of ascents, descents, water bodies, cost of construction materials with their transportation up to different worksites, cost of machineries, fuel & consumables, manpower &

resources, Taxes & duties. The locations of different Major Bridge Approaches are described as under:

1. Major Bridge No.14 at Chainage: 10+500.
2. Major Bridge No.15 at Chainage: 11+220.
3. Major Bridge No.16 at Chainage: 11+465.
4. Major Bridge No.29 at Chainage: 17+510.
5. Major Bridge No.40 at Chainage: 22+152.
6. Major Bridge No.43 at Chainage: 23+250.
7. Major Bridge No.45 at Chainage: 24+066.
8. Major Bridge No.46 at Chainage: 24+250.
9. Major Bridge No.47 at Chainage: 24+752.

3.0 RATE TO BE ALL INCLUSIVE:

The quoted rates for the various items of work shall be all inclusive rates and shall cover the cost for the following:

- i. The cost of all the operations including Labour, Tools, Tackles, Machinery, Materials (IRCON will not supply any machinery), and Consumables and its loading and transportation required for the execution of work as per the Methodology and other details given in the special conditions /special technical conditions.
- i. Making of approach Roads, Diversions etc. wherever required for the execution of work.
- ii. All prevailing Taxes, Duties, CESS, and VAT/ GST etc.
- iv. Cost of providing Personal Protective Equipment (safety shoes, helmets,

- gloves, Masks, Sanitizer etc.) to the workmen deployed on the work. Cost of taking appropriate Insurances and other Liabilities towards the workmen deployed on the work with following of COVID-19 Guidelines issued by Local/District/State/Central Govt. Administration of Govt. of Nepal.
- v. Cost of making Lighting and Power arrangements for night working.
 - vi. Cost of observance of all safety regulations as stipulated by railways for working near running railway lines.
 - vii. The rate quoted by the bidder shall also be all inclusive for the above scope of work including all Taxes, Royalty, License fee, CESS, VAT/GST, Forest Transit fee (if any), insurances, local villager's development charges (if any) & all other incidental charges.
 - viii. The participating bidder should have proper VAT/GSTIN and the same should be enclosed with the bid, if applicable.

4.0 ESCALATION:

The rate quoted by bidder and accepted by IRCON shall remain firm during the tenure of work including permissible variations, if any and no escalation shall be paid by IRCON on account of any fluctuation or variation in the market prices for Diesel, transportation, Labor and any other components involved in execution of the work.

5.0 TAXES AND DUTIES (Ref.: G.C.C. and sub-clauses of Instructions to Tenderer):

5.1 The contractor shall get registered with the concerned Sales Tax Department of the relevant state(s)/country (as per prevailing law) of the project and submit a copy of the same to the Employer/engineer.

He shall be responsible for filling sales Tax returns and assessments, as necessary as per prevalent laws, rules and regulations and shall also furnish necessary certificates to Employer/Engineer from time to time.

- 5.2 No taxes/levies/duties, royalties of any kind shall be leviable by Govt. of Nepal (GON) on any activity / work carried out or on any material, machinery or equipment purchased locally or imported from India for subject work and shall

- not levy any taxes/duty of any kind of such material, machinery or equipment is not exported to India and sold in Nepal by contractor, then all taxes or duties as applicable shall be paid by Contractor.
- 5.3 GON (Govt. of Nepal) shall not levy any Income Tax on any Indian national or Indian firm employed by GOI (Govt. of India) or by contractors appointed by it in connection with the Project.
- 5.4 Project vehicle, Plant and Machinery related to Project shall be allowed to move freely without paying any taxes i.e. without payment of duties/ levies/taxes of any kind. In case of new levies/ taxes of any kind imposed by Govt. of Nepal or local bodies like District Development Committee/ Village Development Committee or any agency, IRCON/ECR, through GON shall arrange exemption from levies.
- 5.5 Wherever certain exemptions/benefits are available on custom duty, excise duty, service tax, sales tax, works contract tax etc., the Contractor shall consider the same while quoting his rates. For instance, materials/Plant and Machinery etc. used for execution of the Projects financed by International organizations enjoy exemption from custom duty and/ or excise duty on fulfilling the condition as per Govt. notifications. Similarly, the Contractor shall ensure that whenever any benefits are available under sales tax/work contract tax, Service tax, these shall be considered while quoting the rates.
- 5.6 Though no tax is leviable for works executed in Nepal, as per clause 5.1 to 5.4, however in case it becomes necessary to deduct Income Tax Works Tax and other applicable Local Tax, same shall be deducted from the payments credited/released by Employer/Engineer to the contractor against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time. The contractor shall furnish to the Engineer registration No. under works tax and PAN (for TDS), as applicable. **The Tax so deducted would be reimbursable to the contractor after the contractor produces tax exemption certificate.**
- 5.7 All contracts awarded to Indian resident contractors & even if the work is carried out in Nepal Portion of alignment, it shall be covered under Income Tax Act 1961 of Govt. of India. However, the same shall not be applicable to non-resident contractor i.e. contractors from Nepal.

- 5.8 In case of any dispute with reference to para 5.2 , 5.3,5.4,5.5,5.6 & 5.7 decision of IRCON shall be final and binding to the contractor.

6.0 COMPLETION PERIOD:

The work is required to be completed within a period as specified in the appendix to tender i.e. 1 month from the date of issue of letter of acceptance. The work shall be completed in phased manner if specified I the appendix to tender.

The work has to be executed in co-ordination with other agencies working on or near the project

In case of any delay in completion period, the extension of the same shall be dealt as per clause 17-A of G.C.C

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

8.0 DEPLOYMENT OF ENGINEERS:

8.1 The Contractor shall provide and keep on the works, during the execution of the works, efficient and competent Engineers to ensure that the work is executed strictly as per provisions of the Contract. It shall be the obligation on the part of the Contractor to provide the following minimum Engineering staff at site:-

Sl. No.	Position/Qualification	Minimum Nos. to be deployed
1	Civil Engineer (Degree/Diploma)	1
2	Supervisor (civil)	2

In addition to the above, requisite number of staff and other supervisory

staff shall be deployed by the Contractor.

The technical staff shall be got approved in writing from the Engineer (whose approval may be withdrawn any time) for supervision of works and to receive direction from the Engineer of the work on behalf of the contractor. The supervisory staff of the contractor will not be changed without the approval of the Engineer.

8.2 In case, the Contractor fails to deploy the sufficient Engineers as described above, the Engineer shall be entitled to recover the following amount from the dues of the Contractor: -

1	Non-Deployment of Civil Engineer (Degree/Diploma)	Rs. 40,000/- per month or part thereof
2	Non-Deployment of Supervisor (civil)	Rs. 15,000/- per month or part thereof

The decision of the Engineer as to the period for which the required technical staff was not employed by the contractor and as to reasonableness of the amount to be deducted on this account shall be final and binding on the contractor

9.0 INSURANCE:

9.1 Depending on the nature of works, Contractor's All Risk (CAR) shall be obtained by Contractor for the works as per agreement in the joint name of Employer and Contractor at his own cost as per the requirement. Contractor 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 cover under the above policy shall also be the responsibility of the contractor.

- i. 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. The amount so disbursed to the contractor shall be limited to the amount calculated on the basis of his accepted rates in the contract with the Employer/ Engineer.

- ii. The contractor will engage a suitable Engineer to liaise with Insurance Company in the interest of realization of insurance claims at his own cost.

9.2 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:

- i) Contractor's All Risk Policy.
- ii) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- iii) Construction Plant, Machinery and Equipment brought to site by the Contractor. Any other insurance cover as may be required by the law of the land.
- iv) Workmen Compensation Policy.
- v) Any other insurance cover as may be required by the law of the land.
- vi) Contractor/ insurance Company shall have to indemnify IRCON for all loses and claims are to be given directly to IRCON. Decision of IRCON will be binding on Contractor & Insurance Company to distribute claim in part or full.

Note: All insurance covers referred to in the contract shall be effected with an Indian Insurance Company incorporated and registered in India.

9.3 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.

9.4 The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

9.5 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.

9.6 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.

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

10 UPDATION OF LABOUR DATA ON INDIAN RAILWAY SHRAMIKKLYSN PORTAL BY CONTRACTOR.: NOT APPLICABLE

**11 PAYMENT THROUGH DISCOUNTING OF BILLS ON TReDS EXCHANGE:
NOT APPLICABLE**

12. LAWS GOVERNING CONTRACT:

The law governing this contract shall be the laws of India and the court at New Delhi will have exclusive jurisdiction to entertain and try all matters arising out of this court.

13.0 PAYMENTS:

Generally, the contractor shall be made payment once in a month. However in exceptional cases payment may be made on fortnightly basis also. The payment shall be made on submission of bills by the contractor duly verified by IRCON officials, after affecting recoveries on account of security deposit, statutory taxes etc. the payment will be made through RTGS/Electronic fund transfer only into the bank account of the contractor. Contractor shall provide the required particulars in the prescribed format. Paying authority is IRCON INTERNATIONAL project office at 1st Floor Station Building (Nepal Railway), Jaynagar. Change in office address if any, during the contract period shall be notified in writing.

13.1 MODE OF PAYMENT:

The payment will be made through RTGS / Electronic Fund Transfer only into the Bank Account of the Supplier. Supplier shall provide the required particulars in the prescribed format.

13.2 PAYING AUTHORITY:

Paying Authority is IRCON INTERNATIONAL LTD from their Project office at 1st Floor Station Building (Nepal Railway), Jaynagar. Change in office address if any, during the contract period shall be notified in writing.

13.3 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, supporting documents required for the 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 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 of materials, 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 the work performed under the contract and submit a "No Claim Certificate" on the prescribed Performa along with a list of unsettled claims, if any. The engineer shall then arrange to make payment against the final bill.

14.0 QUANTITY VARIATION:

Applicable as per clause No. 42 of Indian Railway General Condition of Contract **JULY 2020**.

15.0 COMPLETION PERIOD, PROGRAMME SUBMISSION AND COMMENCEMENT OF WORK AND DELAY & EXTENSION OF CONTRACT

1. The work is required to be completed within a continuous period of **01 (One) months** from the date of issue of letter of acceptance. The work shall be complete in phase manner as specified in special condition of contract (SCC). The work has to be executed in co-ordination with other agencies working on or near the project.
2. It shall be obligatory for the tenderer to submit his program of work and time schedule, in such a form as to facilitate monitoring of the work using the modern networking techniques, as to how he proposes to complete the work within the stipulated date.
3. Within **7(Seven) days** of the acceptance of the tender and before the work is commenced; the contractor shall have to submit a detailed program using the modern networking techniques for Project monitoring, for approval of the Engineer.
4. The agreement or the approval of the program by the Engineer shall not relieve the contractor of any of his responsibilities to complete the whole works by the prescribed time.
5. The contractor shall allow reasonable facilities and free access to his works and records to the Inspecting officer, Project officer or such other officer as may be nominated by Purchaser for the purpose of ascertaining the progress of the work under the contract.
6. The Contractor shall submit to the Engineer, for approval, an updated Program, whenever the Engineer may so direct, to take account of the actual progress of the Contract Works so as to achieve completion either before the due date for completion or by the due date for completion or as soon as practicable thereafter. The Engineer may further require the Contractor to indicate the means by which the programmed progress will be achieved. If the Contractor does not submit an updated Program within a reasonable period as indicated by the Engineer, the Engineer may withhold the payment of next on account bill until the overdue Program has been submitted.
7. In case of any delay in the completion period, the extension of the same shall be dealt as per clause 17- A of GCC.

16.0 PERFORMANCE SECURITY

- i) The successful bidder shall submit a Performance Guarantee (P.G.) in the form of irrevocable bank guarantee on the Performa annexed as Annexure-IX of SCC from any Scheduled Bank for an amount of 3% (Three percent) of the contract value. This PG shall be initially valid up to 60 days beyond the stipulated date of completion. In case, the time for completion shall get

extended, the contractor shall get the validity of P.G extended to cover such extended time for completion of work plus 60 days. The value of P.G. to be submitted by the contractor will not change for variation up to 25% (either increase or decrease). In case during the course of execution, value of contract increases by more than 25% of the original contract value, an additional Performance Guarantee amounting to 3% (Five percent) for the excess value over the original contract value should be deposited by the contractor. On the other hand, if the value of the contract is reduced by more than 25% of the original contract value, original performance Bank Guarantee (PBG) shall be returned to the contractor as per his request after submission of PBG amounting to 3% of the reduced contract value. Alternatively, the performance security can be furnished by the Contractor in the form of Fixed Deposit Receipt (FDR) from a scheduled bank endorsed in favour of the Employer.

- ii) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (twenty-one) days from the date of issue of Letter of Acceptance (LOA), but before signing of the contract agreement. Extension of time for submission of PG beyond 21 (twenty-one) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office, submission of PG can be accepted on the next working day. In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case a contract is terminated Employer shall be entitled to forfeit any dues payable against that contract.
- iii) No payment under the contract shall be made to the contractor before receipt of performance security.

17.0 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 term of contract, shall be served by sending by speed/ Registered post or by delivering the same, to the respective nominated address and essentially delivering the same by e-mail to the Engineer duly attached with scanned copy of such notice(s) or letter s and proof of Dispatch (POD) with a copy to Employer on nominated e-mail address.

18. General Condition of Contract Clause No. 63 & 64, Page- 85 to 90 settlement of disputes – Indian railway arbitration and conciliation rules has been Deleted.

19. JURISDICTION OF COURTS- Jurisdiction of courts shall be New Delhi, India only, in exclusion of other court.

ANNEXURE-IX

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

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

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 stipulated by you in the said Contract that the
contractor shall furnish you with a Bank Guarantee by any Scheduled Bank in
India or listed banks in Nepal with HQ at Kathmandu as given Annexure-VIII for
the sum specified therein as 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 undertake to pay you,
upon your first written demand and without cavil or argument, any sum or sums
within the limits of _____ [*amount of Guarantee*] as aforesaid
without your needing to prove or to show grounds or reasons for your demand for
the sum specified therein.We hereby waive the necessity of your demanding the said debt from the
Contractor before presenting us with the demand.We further agree that no change or addition to or other modification of the terms
of the Contract or of the Works to be performed 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 **60 days** from the date of completion of the work).

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of _____
Bank: _____
Address: _____
Date: _____

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

Annexure-X

(Ref. sub-clause 9.1 (c) of Instructions to Tenderer at Page No. 17)

LIST OF CITIES FROM WHERE BANK GUARANTEES FROM SCHEDULED BANK BRANCHES WILL BE RECOGNISED BY IRCON INTERNATIONAL LIMITED

- a. All State Capitals in India.
b. Other Cities including Capital Cities as Listed Below: -

Sl. No.	Cities	Sl. No.	Cities	Sl. No.	Cities
1	Agra	26	Ghaziabad	51	Mangalore
2	Ahmadabad	27	Gorakhpur	52	Meerut
3	Aligarh	28	Greater Mumbai	53	Moradabad
4	Allahabad	29	Guntur	54	Mysore
5	Amravati	30	Guwahati	55	Nagpur
6	Amritsar	31	Gwalior	56	Nashik
7	Asansol	32	Hubli-Dharwad	57	Patna
8	Aurangabad (M.S.)	33	Hyderabad	58	Pondicherry
9	Bareilly	34	Indore	59	Pune
10	Belgaum	35	Jabalpur	60	Raipur
11	Bengaluru	36	Jaipur	61	Rajkot
12	Bhavnagar	37	Jalandhar	62	Ranchi
13	Bhiwandi	38	Jammu	63	Salem
14	Bhopal	39	Jamnagar	64	Solapur
15	Bhubaneshwar	40	Jamshedpur	65	Srinagar
16	Bikaner	41	Jodhpur	66	Surat
17	Chandigarh	42	Kanpur	67	Thiruvananthapuram
18	Chennai	43	Kochi	68	Tiruchirappalli
19	Coimbatore	44	Kolhapur	69	Tirupur
20	Cuttack	45	Kolkata	70	Vadodara
21	Dehradun	46	Kota	71	Varanasi
22	Delhi, Noida, Gurgaon	47	Kozhikode	72	Vijayawada
23	Dhanbad	48	Lucknow	73	Vishakhapatnam
24	Durg-Bhilainagar	49	Ludhiana	74	Warangal
25	Faridabad	50	Madurai		

C. List of Banks in Nepal with Head Quarter at Kathmandu

Sl. No.	Name of the Bank	Sl. No.	Name of the Bank
1	Nepal Bank Limited	8	Nepal Bangladesh Bank Limited
2	Rastriya Banijya Bank Limited	9	Everest Bank Limited
3	Nabil Bank Limited	10	Agriculture Bank Limited
4	Nepal Investment Bank Limited	11	Citizen Bank International Ltd.
5	Standard Chartered Bank Nepal Limited	12	Prime Commercial Bank Limited
6	Himalayan Bank Limited	13	Mega Bank Nepal Limited
7	Nepal SBI Bank Limited	14	Sanima Bank Limited

Note:

The Bank Guarantee issued under para-a & b must be made invocable at any branch in Delhi/NCR/Project Head Quarter and issued under para (c) above must be invocable at Kathmandu Nepal.

SECTION-VI**Record of Correction Slip**

Correction Slip		Reference			Remarks
No.	Date	Page	Section	Para No./ Clause No.	

TECHNICAL SPECIFICATIONS (Part – I)

1.0 General:

These specifications shall apply to all such works as are required to be executed under the contract or otherwise directed by the Engineer. In every case the work shall be carried out to the satisfaction of the Engineer and shall conform to grades and cross sections shown on the drawings or as indicated by the Engineer. The quality of the work and materials shall comply with the requirements set forth in the succeeding sections. Where the drawings and specifications describe of portion of the work only general terms and not in complete details, it shall be understood that only the best general practice is to prevail. Materials and workmanship of the best quality are to be employed and that the instructions of the Engineer are to be fully complied with and shall be binding on the contractor. The contractor shall be fully responsible to ensure that the finished works are free from any defects, weakness, cracks etc.

1.1 CODES OF PRACTICE AND SPECIFICATIONS:

The abbreviations mentioned elsewhere for standard specifications and code of practices shall be considered to have the following meaning.

IS: Indian Standard of the Indian Standards Institution

IRS: Indian Railway Standard Specifications and Code of Practices

GCC: General Condition of Contract

IRC: Indian Roads Congress.

RDSO: Research, Designs and Standards Organizations (RDSO) (Ministry of Railways).

1.2 Reference of standard specification and relevant IS codes

1. The works shall be carried out to the relevant I.S. Codes of practice and other specifications. Relevant specifications are as follows
2. RDSO's specifications for earth work in formation vide 2003 July.

3. IS: 3764-1992 code for safety for excavation work.
4. IS 13416: 1992 Code for preventive measures at work place.
5. Indian Railways Engineering Codes.
6. Other approved drawings and latest relevant IS, IRS, IRC, RDSO and ISI etc. codes of practice required to complete the work.
7. The above list is indicative and the items in the BOQ governed by standard specification /code are to be executed accordingly.

1.3 Wherever a reference is made to any of the standard specifications and code of practice it shall be taken as a reference to the latest versions/revision of the same and shall include all the ERRATA/corrections made in the same from time to time.

1.4 MEASUREMENTS

All measurements shall be made in the metric system. Different items of works shall be measured in accordance with the procedures set forth in the relevant sections read in conjunction with IS Codes, G.C.C. and special conditions of the contract.

All measurements and computations, unless otherwise indicated shall be carried nearest to the following limits.

- | | | |
|------|----------------------------------------------------|-------------|
| i) | Length and breadth | -10 mm |
| ii) | Height, depth or thickness of earthwork, C.C. work | - 5 mm |
| iii) | Area | - 0.01 Sqm. |
| iv) | Cubic contents | - 0.01 cum. |

Site clearance wherever involved shall be undertaken and the same shall be considered incidental to the earthwork items and rates for the same shall be deemed to be inclusive of all clearing operations.

Specifications not specified in the tender documents for this work, shall be accordance with E.C. Railway standard specifications corrected up-to-date and the contractor shall be bound by them for the performance of the contract.

2.0 EARTHWORK

- 2.1 The chainages mentioned in the tender documents are field chainages are meant guidance only. For the purpose of payment, actual lengths will be measured on ground.

- 22 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 leveling 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.
- 2.2.1** 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.
- 23 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 formations embankment will not be paid for separately and the rate of earthwork includes such uprooting of tree stumps.
- 2.3.1** 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.
- 24 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.
- 25 The type of soil to be used in the embankment which will be brought from outside 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.
- 26 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.
- 27 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 programme in writing so that necessary arrangements can be provided for carrying out such items.

- 28 The side slopes will be as designs and drawings approved by the Engineer.
- 29 No extra payments towards cost of bailing or pumping out water from borrow pits or cutting or excavation for Boulder crating/ Gabion work will be made. In case the minor rectification/widening of embankment on Major Bridge approaches are 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.

2.10 PEGGING OUT OF ALIGNMENT

2.10.1 The alignment should be marked on the ground from apex to apex of adjoining curves, so that there is no possibility of having lateral shift in alignment produced from two ends. On straight pegs should be fixed at 50 m interval and on curve it should be fixed at 25 m interval and at all TPs.

2.10.2 Top of sub-bank should normally be 30 cm above HFL but depending to the site conditions the height of sub-bank should be decided by Engineer in charge of the work. The top level of sub-bank should be decided before starting the work so that toe line can be marked correctly.

2.11 MEASUREMENT AND PAYMENT.

2.11.1 It should be clearly noted that the payment for earth filling shall be made on the basis of net quantity after deduction of shrinkage from the Gross quantity.

2.11.2 The percentage of deductions due to shrinkage shall be made as under unless otherwise stated in the description of the works:

- (i) **For earth filling with mechanical compaction:5% (Five percent).**
- (ii) **For earth filling without mechanical compaction: 15 % (Fifteen percent)**

2.11.2.1 The gross quantity will be arrived from the calculation sheets of different BOQ Items which is verified by site Engineer. The embankment slope protection up to toes of the bank shall be as per final slope for a required profile on the basis of formation levels shown in the longitudinal section. The contractor should quote his rate accordingly.

2.11.2.2 In case earthwork & boulder crating/Gabion work is done under water in isolated locations rates quoted by the tenderer must take into account all possibilities of base settlement in marshy area etc. No additional payment

or any claim will be accepted.

- 2.11.2.3 If bundling etc. is required for earthwork under water to be contained, the rate for earthwork would cater for this.

2.11.3 When the earth for making of formation is borrowed from adjacent private lands contractor must ensure that minimum distance of borrow pit in private land from the toe of new bank is at least equal to the height of bank plus 3.0 meters.

2.11.4 Under no circumstances incomplete work will be taken over by the department. The contractor shall notify sufficiently in advance his intention of handing over a particular location of Major Bridge approaches of completed/finished work so as to enable recording measurements.

3.0 MEASUREMENTS OF PAYMENT

- 3.0.1 Earthwork & boulder shall be measured in cubic meters, GI wire and Geotextile shall be measured in sqm. limited to the dimensions shown in the approved drawing/completion drawing or as directed by the Engineer keeping in view practical necessity for proper execution of the work. De-watering including pumping shall be deemed to be incidental to the work and no extra payment shall be payable for this work.

3.1 RATES

The contract unit rates for corresponding BOQ items i.e. earthwork, supply & providing of boulder, Geotextile & G.I. wire on approaches of major bridges shall be paid in full for carrying out the required work to protect embankment –

- i) Setting out including all ancillary works like surveying, pegging and supply of pegs etc.
- ii) Construction of necessary sheeting, shoring and bracing and then subsequent removal.
- iii) Removal of all logs, stumps, grubs and other deleterious matters and obstructions for placing foundations including trimming of bottom of excavations with de-watering including pumping if required.
- iv) Earthwork in filling or dressing as per site requirement for laying of Geo textile on slopes of embankment.
- v) Excavation for making required size of bed for placing of gabion box.
- vi) Laying of Geotextile polyfelt TS 60/50 or Teram 1000 in the slope of embankment before laying of gabion boxes.
- vii) Supply of 10-gauge HZC wire, making of rectangular gabion box double knotted square mesh size 10X10cm with laying of rectangular Gabion Box.
- viii) Supply of boulder and filling in gabion boxes including stretching, closing and tying etc. as a complete job.
- ix) Disposal of all surplus materials within leads up to 200 m inclusive

of all leads, descents etc.

- x) All labour, materials, tools, constructions plants, safe guards and incidental necessary to complete the work as per specification.

4.0 BOULDER FOR GABION

All materials to be used in the work shall be in conformity with the requirement laid down hereunder. All other materials not specified herein fully are required to be used in the work conforming to the appropriate code described under clause 1.0. These materials shall only be used on being approved by the Engineer or his representative and in case being rejected shall be removed from site and replaced at his own expenses by the Contractor.

4.1 G.I. WIRE

All G.I. wire shall be of 10-gauge HZC for making rectangular gabion box double knotted square mesh of size 10X10 cm.

4.2 GEOTEXTILE:

All Geo Textile material for laying on approaches of Major bridges for protection works bridges shall be Polyfelt TS 60/50 or Teram 1000.

4.3 REJECTION OF MATERIALS

4.3.1 Materials will be tested on the site and they may be rejected if found not suitable or not in accordance with the specifications notwithstanding the results of tests at manufacturer's works or elsewhere or test certificates.

4.3.2 The Engineer or his representative shall have the right to order at any time, that any aggregate or other construction materials which do not meet with his approval shall not be used in the works and such rejected materials shall be removed from the site by the contractor at his own expenses, notwithstanding any prior approval which might have been given earlier.

4.3.3 In case of default on the part of the contractor in removing rejected materials within the time specified in notice, the Engineer shall be at liberty to have them removed by other means at the cost of the contractor.

4.3.4 STORAGE OF MATERIALS

4.3.4.1 All materials to be used in permanent works shall be stored on rocks, supports, stock piles under cover etc. as appropriate, to prevent deterioration or damage from any cause whatsoever to the satisfaction of the Engineer or his representative.

4.3.4.2 The contractor shall at all times maintain on the site such quantities of boulder as considered by the Engineer or his representative to the sufficient to ensure continuity of works.

4.3.4.3 Geo textile material & HZC GI wire mesh shall be stored in separate covered area on a hard floor.

5.0 **Gabion Work**

For protection on slopes of banks, bridge floors, apron on bridge approaches, boulder shall be filled in rectangular gabion box having double knotted square mesh size of 10X10 cm, including stretching, closing and tying etc. The size to be adopted should suit the total thickness required as per drawings. The work should be carried out as to provide uniform slopes and curvature protection around abutments. The rates also include provision of work under water wherever required.

6.0 **Storage and Consumption of Materials at Site**

- a) The Engineer shall not be responsible for providing any storage accommodation for the materials arranged by the Contractor. In case of any materials being provided or arranged by the Engineer, the Contractor shall make his own arrangements for storage of same.
- b) HZC G.I wire shall be stacked by the contractor in godowns constructed by him with weatherproof roofs, suitable floors and walls as approved by the Engineer.
- c) Contractor shall construct suitable Godowns at site of work for storing other materials ensuring safety against damage by sun, rain, dampness, fire, theft etc. at his own cost and also employ necessary watch and ward establishment for the purpose at his cost.
- d) Materials brought to the site by the Contractor shall be deemed to be the property of the Engineer and will be under the control of the Engineer. Contractor shall not remove these materials from the site without the written permission of the Engineer.

7.0 **Record of Materials**

- a) The Contractor shall on demand produce to the Engineer original receipts/vouchers/invoices in respect of the supplies. The Contractor shall ensure the HZC wire & Geotextile brought to site are in sealed packing's bearing manufacturers marking.
- b) The above obligations are without prejudice to the other obligations of the Contractor.

TECHNICAL SPECIFICATIONS: PART- II**SPECIAL SPECIFICATIONS FOR GABION WORKS ON MAJOR BRIDGE APPROACHES****1.0 GENERAL**

- 1.1** These specifications shall apply to all such works as are required to be executed under the contract or otherwise directed by the Engineer. In every case the work shall be carried out to the satisfaction of the Engineer and shall conform to grades and cross sections shown on the drawings or as indicated by the Engineer. The quality of the work and materials shall comply with the requirements set forth in the succeeding sections. Where the drawings and specifications describe of portion of the work only general terms and not in complete details, it shall be understood that only the best general practice is to prevail. Materials and workmanship of the best quality are to be employed and that the instructions of the Engineer are to be fully complied with and shall be binding on the contractor. The contractor shall be fully responsible to ensure that the finished works are free from any defects, weakness, cracks etc.
- 1.2** All matters and specifications not expressly provided for as specified in the tender documents for this work shall be in accordance with EC Railway, Standard Specifications corrected up to date and the contractor shall be bound by them for the due performance of the contract.
- 1.3** Whenever the terms 'Engineer-in-charge' appears in the specifications shall be read as "Engineer" and shall have the meaning as defined in the General Condition of Contract (G.C.C.). Similarly, the work department shall mean "Railway" as defined in the G.C.C.
- 1.4** Wherever a reference made to any of the standard specification and code of practice under clause shall be taken as a reference to the latest version/revision of the same and shall include all the errata/corrections made in the same from time to time.

SECTION-VII

BOOKS OF REFERENCE:

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

(A) Railway/IRS books of reference: -

- 1) E.C. Railway Engineering Department- General Conditions of Contract- 2020 as amended by updated correction slips termed GCC – 2020
- 2) E.C. Railway Engineering Department Unified Standard Schedule of Rates Engineering Department 2012”, as amended by updated correction slips (termed USSR, 2012) up to the date of tender dropping.
- 2) Standard specifications contained in Indian Railway unified Standard Specifications for (Works and Materials) Engineering Department 2010.

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) Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- c) The existing roads and access to the site of work.
- d) Availability of space for putting labour camps, Officers, stores, godown, sheds engineering yards etc.
- e) Climatic condition and availability of working days.
- f) Prevailing all taxes, duties etc.

B. I/We have kept myself/ourselves fully informed of the provisions of this tender 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 tender document.

C. I/We have quoted my / our rates as ‘Percentage above / below / at par “ and/ or quoted against blank items by rates in figure and words, with total cost as per Schedule of Items Rates and Quantities (BOQ) in FINANCIAL BID (Volume-II) taking into account all the factors given above.

(Signature of Tenderer/s)

Date: _____

Place: _____

SECTION-IX

BILL OF QUANTITIES (BOQ)

Also called “Schedule of Items & Quantities”

BILL OF QUANTITIES

Name of Work: "Protection work by providing boulder crating on approaches of Major Bridges on Well Foundation of "Jaynagar-Janakpur section" in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project".				
Sr. No.	Description	Estimated Cost	Quoted By Tenderer	
			%age rate in figures & words	Amount in Rs.
1	Execution of all item of works as per Schedule-A	55,66,156.1		
	TOTAL Rs.	55,66,156.1		
	Say Rs.	55,66,156		

Total Quoted Cost: Rs.....

In Words: (Rupees.....)

*:%age rates to be quoted in both figures and words.

NOTE

1. Along with percentage the tenderers should also quote either "above" or "below" or "at par".

BILL OF QUANTITIES

Name of Work: "Protection work by providing boulder crating on approaches of 9 nose of Major Bridges on Well Foundation of "Jaynagar-Janakpur section" in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project".

SCHEDULE-A

Sr. No.	Description of WORK	Unit	Quantity	Rate (INRS.)	Amount (INRS.)
1	Earth work in excavation by machine of soft clay & silty soil including disposal up to 10m lead and 1.5 m lift	Cum	460	50.81	23372.6
2	Earth work filling for construction of embankment by machine with river bed material/locally available borrowed earth in specified layers with watering and proper compaction in each layer including cost of borrowed earth etc. all complete including all lead and lift.	Cum	900	114.59	103131.0
3	Supply of boulder and filling in gabion boxes including stretching, closing and tying etc. all complete	Cum	1430	2447.22	3499524.6
4	Supply of 10gauge HZC G.I. wire and making rectangular gabion box double knotted square mesh size 10x10 cm.	Sqm	8600	192.27	1653522
5	Supply and laying Geo. Textile polyfelt TS 60/50 or Teram 1000 in the slope of embankment before laying gabion boxes.	Sqm	2010	142.59	286605.9
				Total	5566156.1

