



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

### TENDER DOCUMENT FOR

Name of Work: "Construction of Drain, Retaining Wall, Concrete Road and balance work of Type II Staff quarters at Jaynagar in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project".

Tender No: IRCON/PO/TN/JAYNAGAR-2050/21/69

Dated: 19.01.2022

### TECHNICAL BID

### VOLUME-1

**January-2022**

**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  
Fax: +91-11-2055279

**Project Office**  
**1<sup>st</sup> Floor Station Building (Nepal Railway)**  
Jaynagar, Distt. Madhubani (Bihar)  
-847226, Tele Fax No.: - 06246222101  
**Email: - ircon.2050@ircon.org**

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### **Technical Bid**

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**SECTION - I**  
**Notice Inviting Tender**



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



NIT No.: IRCON/PO/TN/JAYNAGAR-2050/21/02

Dated: 17.01.2022

### Notice Inviting Tender

#### DATE SHEET

1.	Publishing Date	:	19.01.2022	16:30 Hrs
2.	Bid Document Download/ Start Date	:	19.01.2022	17:30 Hrs
3.	Bid Submission Start Date	:	21.01.2022	10.00Hrs
4.	Bid Submission End Date	:	28.01.2022	12:00 Hrs
5.	Bid Opening Date	:	28.01.2022	16:00 Hrs

1.0 General Manager/PH, IRCON INTERNATIONAL LIMITED (IRCON in abbreviation), 1<sup>st</sup> Floor, Station Building (Nepal Railway), Jaynagar, Dist.: Madhubani (Bihar)-847226, Tele FAX No.: 06246222101, PHONE: +919771465101 E-mail: [ravi.sahay@ircon.org](mailto: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.

Sl. No	Name of Work	Estimated Cost of Work (Rs.)	Earnest Money (Rs.)	Completion Period
1	"Construction of Drain, Retaining Wall, Concrete Road and balance work of Type II Staff quarters at Jaynagar in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project".	Rs.1,30,00,649.00	NIL  As per Circular No.- IRCON/CC/T D/3/75, dt:03.12.2020	90 Days

2.0 Website <https://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. <https://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 18/01/2022 to 27/01/2022 from the office of GM/Project Head, Ircon International Limited, 1<sup>st</sup> Floor, Station Building (Nepal Railway), Jaynagar, Dist. Madhubani, Bihar-847226, on non-refundable payment of Rs.10,000/- (Rs. Ten 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.10,000/- (Rs. Ten Thousand only) towards the cost of one set of Tender documents through NEFT or RTGS only 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.

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 18/01/2022 (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 12.00 hours on 28/01/2022. Tenders shall be opened at 16:00 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 Certificate 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 Following tender conditions on Make in India shall be applicable for tenders valuing more than 5 lacs:-**

- 19.1 In procurement, where there is sufficient local capacity and local competition, and where the estimated value of procurement is T 50 Lakhs or less, only local vendors' shall be eligible. If the estimated value of such procurement is more than 50 Lakhs, the provisions of following clause sub-clause 18.3 (i) and 18.3 (i), as the case may be, shall apply.

(Local vendors means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under the Order of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion or by the Ministries/ competent Departments in pursuance to this Order.)

- 19.2 Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/ program and who while meeting "Essential Qualifying Criteria" **as given in Annexure-V to "Instructions to Tenderers"**, would also be considered to be qualified provided:

- i) their foreign 'Make-in-India' associates meets "Essential Qualifying Criteria **as given in Annexure-V to "Instructions to Tenderers"** without exemption, and
- ii) the Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- iii) the bidder (manufacturer or principal of authorized representative) furnishes along with bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacturer, Supply (and erection, commissioning if applicable) and performance of The Product offered including all warranty obligations as per the general and special conditions of contract.

- 19.3 In the procurements not covered by sub-clause 19.1 above, and which are divisible/ splitable in nature, the following procedure shall be followed:

- 19.3(i) Among all qualified bids, if the lowest bid (L1) is from a local vendor, the contract for full quantity will be awarded to L1.

- 19.3(ii) If L1 bid is not from a local vendor, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local vendor's, will invited to match the L1 price for the remaining 50% quantity subject to the local vendor's quoted price failing within the purchase preference margin of (L1+20%), and contract for that quantity shall be awarded to such local vendor subject to matching the L1 price. In case such lowest eligible local vendor fails to match the L1 price or accepts less than the offered quantity, the next higher local vendor within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and soon, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local



- vendors, then such balance quantity may also be ordered on the L1 bidder.
- 19.4 In procurements not covered by sub-clause 19.1 above and which are not divisible and such procurements where the bid is evaluated on price alone, the following procedure shall be followed:
- 19.4 (i) Among all qualified bids, if the lowest bid is from a local vendor (L1), the contract will be awarded to L1.
- 19.4 (ii) If L1 is not from a local vendor, the lowest bidder among the local vendors, will be invited to match the L1 price subject to local vendor's quoted price falling within the purchase preference margin of (L1+20% ), and the contract shall be awarded to such local vendor subject to matching the L1 price.
- 19.4 (iii) In case such lowest eligible local vendor fails to match the L1 price, the local vendor with the next higher bid within the purchase preference margin price and so on and contract shall be awarded accordingly. In case none of the local vendors within the purchase preference margin of (L1+20%) matches the L1 price, then the contract may be awarded to the L1 bidder.
- 19.5 The local vendor at the time of tender shall provide self-certification that the item offered meets the minimum local content and shall give details of the location (s) at which the local value addition is made.
- 19.6 In cases of procurement for a value in excess of 10 Crores, the local vendor shall be required to provide a certificate from the statutory auditor or cost auditor of the Company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content.
- 19.7 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

**For & on behalf of:**  
**IRCON INTERNATIONAL LIMITED**  
**Ravi Sahay, GM/PH**  
1<sup>st</sup> 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,  
1<sup>st</sup> 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 Ircon International Limited.

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

Thanking you,

Yours Faithfully,

Signature \_\_\_\_\_ and name of the signatory \_\_\_\_\_ in capacity of \_\_\_\_\_ duly authorized to sign bids for and on behalf of:

\_\_\_\_\_ (In Block capital letters)

Date this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

## **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](http://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.

- 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

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**

### **Not Applicable**

- 9.1 **In lieu of EMD, bidders have to sign “Bid Security Declaration” in the format attached at Annexure-V**

**10 Integrity Pact (IP) :**

- 10.1 Integrity Pact will be applicable for all tenders/ contracts (for works & supply) of value Rs.5 Crore & above at all Indian projects. Integrity Pact attached as Annexure-VI to 'Instructions to Tenderers' shall become a part of tender.
- 10.2 Integrity Pact shall be signed by the authorized signatory of the tenderer and witnessed in the format attached as Annexure-VI at the time of signing Contract Agreement. Bidders shall abide by the provisions of Integrity Pact by signing the Affidavit attached as Annexure – IV to Instructions to Tenderers.
- 10.3 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,  
1<sup>st</sup> Floor, Station Building  
(Nepal Railway) Bihar-  
847226
- PHONE: +91-6246-222101, +919771465101
- E-mail [ravi.sahay@ircon.org](mailto: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](mailto: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.**

**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](http://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.

**15. Sealing and marking of Tenders**

- 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

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.

**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	<b>Resource Management/ Financial Status</b>			
1.1	Timely mobilization of manpower, as per the requirement of work and/or as suggested by Engineer in writing	5		
1.2	Timely mobilization of machinery, as per the requirement of work and/or as suggested by Engineer in writing	5		
2	<b>Physical Progress /Project Execution Capability</b>	75		
2.1	Target Vs Achieved review of the progress and adherence to milestones of the work as per above submitted & approved 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	<b>Quality Assurance Capability</b>			
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	<b>Claims and Disputes</b>			
4.1	Raising unnecessary claims and litigation	5		
	<b>TOTAL:</b>	<b>100</b>		

**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**

**DELETED**

**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**

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(A Govt. of India Undertaking)  
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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 any, 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	NOT Applicable			
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**

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



**FORMAT-4**

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

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

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

## **SECTION - IV**

### **Appendix to Tender**

## APPENDIX TO TENDER

<b><u>DESCRIPTION</u></b>	<b>Reference Clause</b>
<b><u>Name of Work:</u></b> “Construction of Drain, Retaining Wall, Concrete Road and balance work of Type II Staff quarters at Jaynagar in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.	<b>1.1 of</b> Instructions to Tenderers
<b><u>Place of Registration of Joint Venture Agreement (NA): -</u></b>	<b>1.2 of</b> Instructions to Tenderers
<b><u>Client:</u> - East Central Railway</b>	<b>1.3(a) of</b> Instructions to Tenderers
<b><u>Employer:</u> -</b>  IRCON INTERNATIONAL LIMITED 1 <sup>st</sup> Floor, Station Building (Nepal Railway) Jaynagar, Dist.: Madhubani, Bihar-847226	<b>1.3(b) of</b> Instructions to Tenderers
<b><u>Scope of Work:</u> -</b> “Construction of Drain, Retaining Wall, Concrete Road and balance work of Type II Staff quarters at Jaynagar in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.	<b>1.5 of</b> Instructions to Tenderers
<b><u>Approximate Estimated Cost of the Work:</u> - . Rs.<u>1,30,00,649.00</u></b>	<b>1.6 of</b> Instructions to Tenderers
<b><u>Earnest Money:</u> NIL</b>	<b>9.1 of</b> Instructions to Tenderers
<b><u>Performance Security :</u> Rs.390020.00</b>	<b>6.0 of</b> Special Conditions of Contract
<b><u>Period of Validity of Tender:</u> - 90 days.</b>	<b>11.1 of</b> Instructions to Tenderers
<b><u>Period of Completion:</u> - 90 Days from the date of issue of LOA</b>	<b>6.0 of</b> Special Conditions of Contract
<b><u>Defect Liability Period:</u> -12 Months from the date of completion of work</b>	<b>7.0 of</b> 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 Construction of Drain, Retaining Wall, Concrete Road and balance work of Type II Staff quarters at Jaynagar in connection with construction of new BG Rail line from Jaynagar (India) - Bardibas (Nepal) Rail Line Project”.

### **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.
- ii. Making of approach Roads, Diversions etc. wherever required for the execution of work.
- iii. 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 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.: E.C. Railways G.C.C.-2020, Clause 56.0, 57.0, 62.0, 64.0 and sub-clauses no. 4.3, 4.4 and 4.5 of Instructions to Tenderer')**

5.1 The contractor shall get registered with the concerned GST 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 responsible for filling Goods and Service Tax returns and assessment, as necessary as per prevalent Laws, Rules and Regulations and shall also furnish necessary certificates to Employer/Engineer from time to time. (Refer Clause 56.0 (v) of GCC

5.2 Wherever certain exemptions/benefits are available on custom duty the contractor shall consider the same while quoting his rates. For instance, materials/Plant and machinery etc. used for execution of the projects financed by international organizations enjoy exemption from custom duty under foreign Trade policy as Deemed Export on fulfilling the conditions as per Govt. Notifications . Similarly, the contractor shall ensure that whenever any benefits are available under any other law, these shall be considered while quoting the rates.

#### **6.0 COMPLETION PERIOD:**

The work is required to be completed within a period as specified in the appendix to tender i.e. 90 Days 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 E. C. Railways G.C.C 2020

#### **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 1<sup>st</sup> 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 1<sup>st</sup> 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, accounting 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 accounting 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 accounting 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 **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 **90 Days** 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 2020.

## **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 invokable at our place of business at New Delhi/NCR/Project HQ (Indicate detail address of branch with Code No.) \*\*\*. The branch at New Delhi/NCR/Project HQ is being advised accordingly.

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

#### SIGNATURE AND SEAL OF THE GUARANTOR

Name of

Bank:

Address:

Date:

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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		

**Note:**

The Bank Guarantee issued under para-a & b must be made invokable at any branch in Project Head Quarter.

## **SECTION-VI**

# **General Conditions of Contract E.C. Railways - 2020**

On behalf of Tenderer

On behalf of  
IRCON INTERNATIONAL LIMITED



**SECTION-VII**

**Record of Correction Slip**

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

**SECTION-VIII**

**TECHNICAL SPECIFICATIONS**

## **SPECIAL 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.

#### **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).

#### **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: 10379-1982- Code of practice for field control of moisture and compaction of soils for Embankment and Subgrade.
4. Specifications for Mechanically produced Blanketing Material for Railway Formations including Guide lines for laying- Specification No. : GE:IRS-2(Final) July-2005.
5. IS.2720 (Pt. XIV) 1983
6. IS:2720 (Pt. VIII)-1983 and all parts latest revision with upto date correction slips for IS method on testing of soil
7. IS: 3764-1992 code for safety for excavation work.

8. IS 13416: 1992 Code for preventive measures at work place.
9. I.S. Code of practice for plain and reinforced concrete for general building construction (IS-456-2000)
10. IRS code of practice for plain concrete construction – 1982.
11. IS 4926(Ready Mixed Concrete)
12. IS:3558-1983 Code for use of vibrator
13. IS 7861 Part I & II Code for extreme weather concreting
14. IS 12468:1988 Code for general requirement for vibrators for mass concreting
15. IS 9013 -1978 Code for method for making curing and determining compressor strength of concrete test.
16. IS:516 - 1959 Code for test of concrete
17. I.S. Code of practice for use of structural steel in general building construction (IS-800-1984).
18. IS 1786-1985 (grade Fe 415/ Fe 500)
19. I.S. specification for fine and coarse aggregate from natural sources for concrete IS-383-1970 and IS-515 & 516-1959 latest with upto date correction slips.
20. IS : 2430:1986 Code for sampling of aggregate for concrete
21. IS:2386-1983 all relevant parts (Code for testing aggregate for concrete.
22. RDSO specification of Track ballast, June 2004
23. Indian railway schedule of dimensions 1676mm (5'6") gauge 1939 reprinted in 1979.
24. I.S. Specifications for medium quality galvanized mild steel continuous welded cables conforming to IS-1239-1979.(latest edition)
25. IS:226-1975 specifications for structural steel latest edition.
26. Indian Railways Permanent Way Manual (IRPWM).
27. Indian Railways Track Manual.
28. Indian Railways Engineering Codes.
29. Indian Railways Ultrasonic Testing of Rails and Welds
30. Indian Railways Alumino-thermic welding by SKV process.
31. Indian Railways manual of instructions for fabrication, installation and maintenance of Glued Insulated Rail joints.
32. Indian Railways Manual for Flash Butt Welding of rails
33. Indian Railways Manual CE-1000 – Guidelines on Handling of Rails-July2000 – issued by RDSO.
34. Other approved drawings and latest relevant IS, IRS, IRC, RDSO and ISI etc. codes of practice required to complete the work.

35. The above list is indicative and the items in the BOQ governed by standard specification /code are to be executed accordingly.

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.

## **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 1993 edition corrected up-to-date and the contractor shall be bound by them for the performance of the contract.

### **2.0 EXCAVATION FOR STRUCTURES.**

- 3.1 Pits trenches for foundations of bridges, culvert wells, apron and other structures shall be taken out to the levels and dimensions shown on the approved drawings or to such other levels and dimensions as the Engineer may direct. The bottom of all excavations shall be carefully levelled and stopped on benches as directed by the Engineer. Any pocket of soft or loose materials and fissures in the bottom pits and trenches shall be removed and the cavities so formed filled or grouted with concrete as directed by Engineer. When any excavation has been done and trimmed to the required levels and dimensions, the Engineer shall be informed accordingly so that he may inspect the complete pit or trench and no excavation shall be filled in and covered with concrete until it has been inspected and the contractor has been authorised to proceed with work. All surplus excavation not required for refilling shall be deposited in embankments, or otherwise disposed off as directed. The work shall include all necessary sheeting, shoring, bracing, drawing and pumping out water, removal of all legs, stumps, grabs and other deleterious matters, obstructions, necessary for placing the foundations.

- 3.2 When required by the Engineer, materials in the last 500 mm of depth of the excavations shall not be removed until immediately before the concrete is to be placed.
- 3.3 All excavation for structures shall generally be as small as practicable, consistent with the proper construction of work. Any excavation taken out to a greater depth than that required shall be back filled with concrete of the foundation grade at the cost of the contractor.
- 3.4 Where water is met with during excavation due to stream flow, seepage, shoring, rain or other reasons, the contractor shall take adequate measures such as bailing, pumping, constructing diversion channel, drainage channel, bonds and other necessary works to keep the foundation trenches dry and other necessary and to protect the green concrete against damage by eruption or sudden rising of water level. Approval of the Engineer to any method adopted for the adequacy of dewatering and protection arrangements and for the sound safety of the work shall be required.
- 3.5 Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer. Unless otherwise directed by the Engineer all fillings shall consist of approved materials. All space between foundation concrete and the sides of excavation shall be refilled to the original surface, using approved plant, in single layers not exceeding 250 mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata. Timber sheeting and other excavation support shall be carefully removed as the filling proceeds but the removal of such supports will not relieve the contractor of his responsibility for the stability of the works.

3.6 **MEASUREMENTS OF PAYMENT**

- 3.6.1 Excavation for structures shall be measured in cubic meters, limited to the dimensions shown in the approved drawing or as directed by the Engineer keeping in view practical necessity for proper execution of the work. Foundation sealing, de-watering including pumping shall be deemed to be incidental to the work and no extra payment shall be payable for this work.
- 3.6.2 For any special treatment of foundation such as grouting of cavities and fissures, extra payment will be made at mutually agreed rates.

3.7 **RATES**

The contract unit rate for the item of earthwork in excavation for structures shall be paid in full for carrying out the required work including full compaction to –

- 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.
- iv) Foundation sealing, de-watering including pumping.

- v) Back filling upto the top of foundation clearing up the site and disposal of all surplus materials within leads upto 200 m inclusive of all leads, descents etc.
- vi) All labour, materials, tools, constructions plants, safe guards and incidental necessary to complete the work as per specification.

#### 4.0 **MATERIALS FOR STRUCTURES**

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 **BINDING WIRE**

Binding wires used for binding the reinforcement shall be of approved quality soft annealed iron wire not less than 1 mm (18 SWG) size, conforming to IS : 280.

#### 4.2 **REINFORCEMENT STEEL**

- 4.2.1 All structural steel shall conform to IS : 2062 – 1992. Grade 'B' type or as per approved drawings.
- 4.2.2 Reinforcement to be used in RCC works shall conform to IS: 1786 , 1979

#### 4.3 **TIMBER**

The timbers used for structural purpose whether permanent/semi permanent or temporary work shall conform to IS : 883.

#### 4.4 **WATER FOR CONCRETE AND MORTAR**

Water shall be clean and free from injurious amount of deleterious materials. Normally portable water from an approved source may be considered satisfactory for washing aggregates, mixing and curing concrete, and shall comply with the provision of IS : 456.

#### 4.5 **AGGREGATE FOR CONCRETE**

- 4.5.1 General – The aggregates (coarse and fine) for concrete shall comply in all respects with IS : 383 and shall be obtained from a source approved by the Engineer.

- 4.5.2 Aggregate which are not clean are to be washed to the satisfaction of the Engineer or his representative in water of quality as described in Clause 4.4. If the Engineer so directs, the contractors shall provide and operate a washing plant to ensure adequate supply of clean aggregates within the approved grading limit. All such washed aggregates shall be stored and drained for at least 24 hours before being used for concreting.
- 4.5.3 The coarse aggregate, unless otherwise specified or authorised by the Engineer shall not be delivered to the site. All aggregates shall be protected from dust contamination by methods approved by and to the satisfaction of the Engineer or his representative.

#### 4.6 **SAMPLES AND TESTS**

- 4.6.1 **GENERAL** : The samples of all the materials proposed to be used by the contractor in the work shall be got tested by the contractor in an approved laboratory and necessary test certificates including manufacturers certificates of tests, proof sheets, mill sheets etc. showing that the materials have been tested in accordance with and conform to the requirements of the appropriate IS Codes and other relevant Standard Specifications or these specifications, shall be supplied in original free of charges on request to the Engineer or his representative.
- 4.6.2 Samples of the following materials shall be submitted to the Engineer or his representatives free of charge for testing and approval.
- i) Coarse and fine aggregate,
  - ii) Any other materials as directed by Engineer.
- 4.6.3 Samples provided to the Engineer or his representative for their retention are to be kept in levelled boxes suitable for storage. Materials or workmanship not corresponding in character and quality with approved samples shall be rejected.
- 4.6.4 Samples required for testing and approval must be supplied giving sufficient time to allow for such testing and approval, due allowance being made to the fact that if samples are rejected further samples shall be required. Delay to the works arising from the late submission of samples shall not be acceptable as a reason for delay in the completion of the work.
- 4.6.5 The testing of the materials may be carried out by IRCON in any laboratory of its choice if required. If the materials are not found to comply with the various provisions laid down in the relevant IS Codes. Other relevant Standard Specifications or these specifications, the same shall be rejected irrespective of the test certificate submitted by the contractor.
- 4.6.6. In addition the Engineer shall have the right to require the contractor at any time to draw samples of aggregates or any other materials from stock piles on the site or any other locations to be drawn in accordance with IS-2386 and tested in laboratory approved by the Engineer in accordance with the appropriate clause of IS : 2386 at the cost of the contractor.
- 4.6.7 Tests for the determination of impurities in the sand shall be made once daily until the Engineer



is satisfied that the specified compression strength is being regularly obtained, such tests shall be made once weekly and at other times as directed by the Engineer.

- 4.6.7.1 The cement and steel brought by the contractor will also be tested from each lot as directed by the Engineer or his representative. The contractor will also furnish original purchase bills and manufacturer's test certificates. Random samples shall also be taken to assess the weight per metre of steel. The payment shall be on the actual weight basis taking advantage of tolerance in the IS : Code.

4.6.8            **ADDITIONAL TESTS**

In addition to the tests required under clause hereof the Engineer or his representative may order tests to be carried out by an independent person appointed by him at such place or in such laboratory as he may determine in accordance with the appropriate clause of IS : 2386 or IS : 2586 and the cost of such tests shall be borne by the contractor.

- 4.6.9    The results of all such tests as described herein above and later or in succeeding paras shall be forwarded to the Engineer or his representative for his retention as record.

4.6.10           **INSPECTION OF MATERIALS**

- 4.6.10.1        Wherever the Engineer or his representative gives notice to the contractor that materials are to be inspected off the site, the contractor shall, having regard to the location of the materials and the nature of the inspection, test or examination required, give to the Engineer or his representative at least one week's notice of such materials being ready for inspection, test or examination.

- 4.6.10.2        Delay to works arising from the late submission of such notice will not be acceptable as reason for delay in the completion.

4.6.11           **REJECTION OF MATERIALS**

- 4.6.11.1        Materials shall be tested before leaving the manufacturer's premises, where appropriate. Materials may as well 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.

- 4.6.11.2        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.

- 4.6.11.3        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.

#### 4.6.12 **STORAGE OF MATERIALS**

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

4.6.12.2 The contractor shall at all times maintain on the site such quantities of each type of aggregates as are considered by the Engineer or his representative to be sufficient to ensure continuity of works.

4.6.12.3 Each type and grading of aggregate shall be stored in separate stacks on a hard floor having sufficient slope to ensure adequate drainage of surplus water. Wet and washed aggregate shall be kept in storage for at least 24 hours to ensure adequate drainage before being used for concreting.

#### 4.7 **CEMENT**

4.7.1 In general, for all mass and reinforced concrete works, ordinary port-land cement conforming to IS:8112 shall be used. However, IRCON reserves the right to ask the contractor at any time for using other varieties of Standard cement complying with the relevant IS Codes or any other Standard Specifications and the contractor shall use the same. Two or more types of cement in one member of the structure shall not be allowed.

#### 5.0 **CEMENT CONCRETE WORKS**

##### 5.1 **GRADE OF CONCRETE**

5.1.1 Nominal mix concrete is to be used where it is shown in the drawings or as directed by the Engineer.

##### 5.2 **STRENGTH REQUIREMENT OF CONCRETE**

5.2.1 In designation of concrete mix, letter 'M' refers to mix and the number of the specified 28 days work cube compressive strength of that mix on 150 mm cubes expressed in N/mm sq.

5.2.2 The compressive strength requirements for various grades of concrete shall be as given in table below :-

S/ N	Grade of concrete	Compressive work test strength in N/mm sq. of 150mm cubes after mixing conducted in accordance with IS : 516	
		<u>Min. at 7 days</u>	<u>Min. at 28 days</u>
i)	M10 (Nominal mix.1:3:6)	7	10
ii)	M15 (Nominal mix 1:2:4)	10	15
iii)	M20 (Nominal mix 1:1 ½ :3)	13	20
iv)	M25 (Controlled mix 1:1:2)	17	25
v)	M30 (Controlled mix)	20	30
vi)	M40 (Controlled mix)	27	40
vii)	M45 (Controlled mix)	30	45

- 5.2.3 Where the strength of a concrete mix as indicated by tests, lies in between the strength of any two grades specified in table above, such concrete shall be classified for all purpose as concrete belonging to the lower of the two grades between which its strength lies.

### 5.3 **TESTS AND STANDARDS OF ACCEPTANCE**

#### 5.3.1 **PRELIMINARY TESTS FOR CONTROLLED CONCRETE**

- i.3.1.1 Design of the mix shall be carried out by the contractors in his own laboratory in presence of the Engineer/representative.
- i.3.1.2 Trial mixes shall be made using samples of the aggregates cement and water, typical of those to be used in the works,
- i.3.1.3 Should the strength shown by the preliminary tests prove to be below the figures specified in para 5.2.2 the contractor shall make such changes in proportions as are required to bring the concrete upto the required strength.
- i.3.1.4 Wherever mix has been approved, no variations shall be made in the proportions, the original course of the cement and aggregates or in the type, size and grading zone including water cement ratio without the consent of the Engineer who may require further tests to be made.
- i.3.1.5 For controlled concrete, the concrete mix shall be so designed as to attain in preliminary tests a strength of at least 35 percent higher than that required on work given in table under Clause 5.2.2.

#### 5.3.2 **WORKS STRENGTH TESTS FOR CONCRETE**

The contractor shall be held responsible for ensuring that the crushing strength of the concrete as placed is not less than the designed strength as per approved plans.

Works for strength tests shall be made in accordance with IS : 516. Each test shall be conducted on the specimens, five of which shall be tested at seven days and the remaining five at 28 days. The samples of concrete shall be taken on each day of concreting and cubes shall be made at the rate of one for 5 cubic metres of concrete or a part thereof. However, if concreting done in a day is less than 30 cubic metre the minimum number of cubes can be reduced to 6 with the specific permission of the Engineer or his representative. Similar work tests shall be carried out whenever the Quality and grading of materials is changed irrespective of the quantity of concrete poured.

The contractor shall provide at his own expense all necessary labour, materials including cement moulds, equipment for sampling and all other ancillaries required in preparing specimens etc. as given in clause 5.3.2.2 and arrange to carry out test on these specimens in his own field laboratory. The contractor shall test these specimens in presence of the representative of the Engineer. Duplicate results shall be maintained under the joint signature of the contractor and the Engineer's representative. One set of the result being kept with the contractor and the other with the Engineer's representative.

All work shall be carried out under the supervision of a qualified and competent Engineer of the contractor who shall supervise proportioning, placing and compacting of concrete at all stages.

The Engineer reserves the right to take samples of concrete test cubes independently at his own discretion. The contractor shall provide all facilities at his own expense in preparation of such samples and concrete test tubes such as labour materials including concrete moulds, equipment for sampling and all other ancillaries required in their preparation. Contractor shall also arrange to transport these specimen to the laboratory selected by Railway at his own cost. Contractor shall depute his representative during testing who shall sign the test results as a token of contractor's acceptance.

### **STANDARD OF ACCEPTANCE**

The average strength of the group of cubes cast for each day shall not be less than the specified work cubes strength. 20 percent of the cubes cast for each day may have values less than the specified strength, provided the lowest is not less than 85 percent of the specified.

#### **i.4 PROPORTIONING CONCRETE**

5.4.1 Ordinary concrete mix shall generally be specified by volume. Volume of ingredients shall be worked out taking 50 kg. Of cement as 0.035 cum in volume. While measuring aggregates by volume, shaking, ramming or hammering shall not be done. Allowance for bulking of damp sand be made as IS : 2386 (Part-III).

Proportion of ingredients required for ordinary concrete containing one 50 kg bag of cement for different grades of concrete is given below :-

Grade of concrete		Mix by volume
M	10	1:3:6
M	15	1:2:4
M	20	1:1.5:3
M	25	1:1:2

#### i.5 **WORKABILITY OF CONCRETE**

Optimum quantity of water shall be mixed just to produce a design concrete of required workability. Workability shall be such that the concrete surrounds and properly grips all reinforcement. The degree of consistency, which shall depend upon nature of work and method of vibration of concrete shall be determined by regular slump tests to be carried out by the contractor at his cost. Usually for mass concrete in R.C.C. works where vibrations are used the slumps shall be within 10 mm to 25 mm. The frequency of such tests and the natures of slumps shall be maintained within the limits specified by the Engineer. The Engineer also reserves the right to carry out slump tests independently at his own discretion.

#### i.6 **CONTROLLED CONCRETE**

- i.6.1 The proportions of the ingredients shall be taken by weight from the stock piles collected at site and already approved on the basis of preliminary tests. Care shall be taken that the supply of properly graded aggregate of uniform quality is maintained till the completion of works except where it can be shown to the satisfaction of the Engineer that the supply of properly graded aggregate of uniform quality cannot be maintained till the completion of works. Grading of aggregate shall be controlled by obtaining them in the right proportions as required. Grading of coarse and fine aggregate shall be checked as frequently as possible and as determined by the Engineer.
- i.6.2 Cement shall have to be weighed from bulk stocks at site and not by bags, it shall be weighed separately from the aggregates.
- i.6.3 Water shall either be measured by volume in calibrated buckets or weighed. All necessary equipment shall be maintained in a clean and serviceable condition. Their accuracy shall be periodically checked.
- i.6.4 To maintain the specified water cement ratio constant and at its correct value, moisture contents in both fine and coarse aggregates shall be determined with reference to IS : 2386 (Part-III) and amount of mixing water shall then be adjusted suitably.

#### i.7 **MIXING CONCRETE**

- i.7.1 All concrete shall be mixed at site in a drum type mechanical mixer in first class working condition. Mixing shall be continued till materials are uniformly distributed and an uniform colour of the entire mass is obtained and each individual particle of the coarse aggregate

shows complete coating of cement mortar. The mixing shall in no case be less than 2 minutes after all the ingredients have been put into the mixer.

- i.7.2 Mixer which have been out of use for more than 30 minutes shall be thoroughly cleaned before putting in a new batch. Mixing plant shall be thoroughly cleaned before and after use. A standby mixing plant equivalent to that in use, shall be provided and maintained ready for immediate use during any break down.

- i.8 **FORM WORK**

- i.8.1 The term form work includes all temporary or permanent form essential for forming the concrete, together with all temporary construction props, bracings required for the support. In general the erection and removal of form work shall be in accordance with the provision given under clause 9.2 of I.R.S. Concrete Bridge Code (April, 1982 edition).

- i.8.2 **CONSTRUCTION & PREPARATION OF FORM WORK FOR BRIDGES**

- i.8.2.1 Forms for concrete shall be made of either metal or timber suitably lined and of substantial and rigid construction true to shape, alignment and dimensions as shown on the approved drawings.

- i.8.2.2 Forms shall be mortar tight and shall be made sufficiently rigid by the use of ties and bracings to prevent any displacement, deflection or movement of any kind. They shall be strong enough to withstand of the construction, all pressure, ramming and vibration, movement of persons, materials and plant during and after placing the concrete. Special measures shall be taken to ensure that the form work does not hinder the shrinkage of concrete because without this cracking could occur before the form work is removed.

- i.8.2.2.1 When the forms are ready for commencing concreting, the contractor shall inform the Engineer or his representative to inspect and accept the forms as to their strength, alignment and general fitness. Being satisfied with the form work Engineer then may allow the contractor for pouring concrete but such inspection and permission shall not relieve the contractor of his responsibility for safety of men, machinery, materials and for results obtained.

- i.8.3 **REMOVAL OF FORM WORK**

- i.8.3.1 The consent of Engineer or his representative shall be obtained in all cases before removing any form work but such permission shall not relieve the contractor of his responsibility in respect of any injury or damage to the concrete work arising from the removal of the forms.

- i.8.3.2 Forms shall be so constructed and fitted as to be removable in sections in the desired sequence without damaging the surface of concrete or disturbing other sections.

- i.8.3.3 Due consideration shall be given to the local conditions, character of structure, the weather, climate and temperature and other conditions that influence the setting of concrete before removal of form work.

- i.8.3.4 Where internal metal ties are permitted, they shall be extracted or cut without causing any damage to concrete and remaining holes filled with mortar. No permanently embedded metal

part shall have less than 25 mm clear cover to the finished concrete surface. The contractor shall make good, at his own expense, any injury or damage to the concrete work arising from removal and striking of forms and supports.

- i.8.3.5 The form works shall be cleaned and made good to the satisfaction of the Engineer before reuse. The cost of all form work shall be deemed to have been included in the rate for cement concrete items of work and shall not be paid separately.

i.9 **TRANSPORT, PLACING AND COMPACTION OF CONCRETE**

5.9.1 The method of transporting and placing concrete shall be approved by the Engineer or his representative. All concrete shall be so transported and placed that no contamination segregation or loss of its constituent materials take place.

All form work and reinforcement, contained in it shall be cleaned and made free from standing water, dust, snow immediately before placing of concrete. No concrete shall be placed in any part of the structure until the approval of the Engineer or his representative has been obtained. Concrete shall be compacted in its final position within 30 minutes of its discharges from the mixer. Concrete when deposited shall have a temperature of not less than 4.5 degree C and not more than 38 degree C.

Except when otherwise agreed to by the Engineer or his representative, concrete shall be deposited in horizontal layers to a compacted thickness of not more than 450 mm when internal vibrators are used and not exceeding 300 mm in all other cases. In no case concrete shall be allowed to be dropped from a height of more than 2 metres.

When concrete is conveyed by chutes the plant shall be of such size and design so as to ensure practically continuous flow. Slope of the chute shall be so adjusted that the concrete flows without the use of excessive quantity of water and without segregation of its ingredients. The delivery end of chute shall be as close as possible to the point of deposit. The chute shall be thoroughly flushed with water before and after each working period and the water used for this purpose shall be discharged outside the form work.

All concrete shall be compacted to produce a dense homogeneous mass with the help of vibrators except in case of concrete poured under water, where vibrator cannot be used. To ensure thorough and properly compacted concrete the contractor shall carry out a necessary compacting factor tests at his own cost at such frequency and the value of compacting factor to be maintained as decided by the Engineer. The contractor shall have to carry out other tests like Penetrometer and Vee Bee Consist meter tests or any other tests as directed by the Engineer at his own cost. The Engineer, however, reserves the right to carry out such tests, independently at his own discretion. Sufficient vibrators in serviceable condition shall be kept at site so that spare equipment is always available in the event of break-downs. Internal vibrators shall be capable of producing not less than 10,000 cycles per minute, and external or form vibrator not less than 3,000 cycles per minute. Vibration shall not be applied through reinforcement, and where vibrator of the immersion type are used, contact with reinforcement and all inserts shall be avoided as far as practicable.

i.10 **FINISHING**

5.11.1 Immediately after the removal of forms, all exposed bars or bolts passing through RCC member and used for shuttering or any other purpose shall be cut inside the RCC member to a depth of at least 25 mm below the surface of the concrete and resulting holes be closed by cement mortar.

5.11.2 If in the opinion of the Engineer, the pockets/honey comb in the structure are found to such an extent or character as to affect the strength of the structure materially or endanger the life of the reinforcement, he may declare such concrete defective and order for its removal and replacement at the expense of the contractor.

i.11 **CURING**

5.12.1 All concrete shall be protected immediately after compaction and during hardening from harmful effects of rain, funning water, sunshine, frost and driving winds, shocks, vibrations, traffic and rapid temperature changes. All exposed faces of concrete shall be kept continuously wet by applying water or covering with wet sacking, hessian etc. for a period of not less than 14 days from the date of deposition.

i.12 **CONSTRUCTION JOINTS**

i.12.1 All construction joints horizontal or vertical shall be at predetermined position according to approved drawing or as directed by the Engineer. Prior to commencement of fresh concreting over any construction joint which has set but not hardened, the removal of laitance and roughening shall be done by wire brushing and washing and care shall be taken to avoid dislodgement of coarse aggregates.

i.12.2 At construction joints where the concrete has et hard, any skin or laitance shall be thoroughly hacked, swept cleaned and washed with clean fresh water. The surplus water shall be removed immediately before depositing fresh, concrete. The neat cement, grout shall be followed by 13 mm thick layer of cement mortar of same proportion as in concrete and the concreting resumed immediately thereafter. The first batch of fresh concrete shall be forced hard on to the mortar layer and the set faces, angles and corners by means of compacting tools, vibrators etc. and the damping effect on vibration in such position shall be allowed for.

i.12.3 Construction joints shall be avoided as far as possible in case of structure, specially at tensile zones. Where unavoidable, concreting shall be carried out continuously upto such joints which shall preferably be transverse to the line of main compression. However, in all cases, the position of construction joints shall be predetermined and got approved by the Engineer.



i.13            **REINFORCEMENTS**

i.13.1 All reinforcement Steel (TMT Bars) & Structural Steel shall be procured as per specification mentioned in BIS's documents IS: 1786 & IS: 2062 respectively from following manufacturers:

- i). SAIL,
- ii) RINL,
- iii). TISCO,
- iv) JINDAL

All reinforcement shall be cleaned thoroughly by removing loose scales, oil, grease or other deleterious materials. The contractor shall obtain the approval of the Engineer or his representative to the reinforcement when fixed in position before any concrete is deposited in the forms.

i.13.2 Bars shall be bent cold or straightened in a manner to the satisfaction of the Engineer or his representative. Bars bent during transport or handling shall be straightened before using on work. They shall not be heated to facilitate bending. Welding shall be done as per IS Code of practice or IRS Concrete Bridge Code as applicable.

i.13.3            **PLACING AND MAINTENANCE OF REINFORCEMENT IN POSITION**

i.13.3.1 All reinforcement bars shall be cut and Standard hooks for M.S. rounds made at ends and accurately placed in position as shown on the approved drawings and shall be securely held in position before and during concreting by annealed binding wire (as specified in Clause 4.1) and by using dense concrete spacer blocks prepared and cured as directed by the Engineer or his representative, or metal chairs, metal spacers, supporting wires or other approved device at sufficiently close intervals. Bars representative, or metal chairs, metal spacers, supporting to get displaced during concreting or any other operation over the work. Metal supports shall not extend to the surface of the concrete, except where shown on the drawings, pieces of broken stone or brick and wooden blocks shall not be used.

i.13.3.2 As far as possible, bars of full length shall be used. Where bars are required or permitted to be lapped by the Engineer, or his representative, the over laps shall be staggered for different bars and located at points, along the span where neither shear nor bending moment is maximum. The concrete cover measured over the reinforcing bars shall be in accordance with the approved drawings.

i.14            **MEASUREMENT FOR PAYMENT**

i.14.1 The work of cement concrete shall be measured in cubic metres. The volume occupied by reinforcement shall not be deducted in R.C.C. works. The measurement shall also be for the purpose of computing cement consumption. Reinforcement shall be measured in length (running metre) separately for different diameters as actually used in work including overlaps, hooks ends and inclusive of chairs, supports as actually placed and incorporated in the work. Form the length so measured the weight the

reinforcements shall be calculated in quintals on the same basis on which steel is supplied to the contractor by the Railway. The weight of binding wire shall not be taken into account in computing the reinforcement quantity. This measurement shall be only for the purpose of working out reinforcement consumed in the work.

i.15            **SETTING OF FIELD LABORATORY BY CONTRACTOR**

i.15.1 The contractor shall set up a field laboratory of his own at work site as a part of concrete work and shall be kept open for use and inspection by the Railway at any time.

i.15.2 All the pressure gauge and other machines, equipment and measuring instruments shall be got checked and calibrated regularly as directed by the Engineer, by an independent agency and the adjustment certificate furnished to the Engineer. The contractor shall render all reasonable assistance and help in making such checks and tests etc. The cost of all checks and calibrations shall be borne by the contractor. The cost of all tests for materials and cubes shall also be borne by the contractor. Alternatively, the contractor shall arrange to get the cubes and their materials, as required tested at his own cost, in approved laboratory to the satisfaction of the Engineer.

6.0            **WEEP HOLES**

Sufficient Nos. of weep holes including provision of Asbestos pipes (in the weep hole portion only) in abutments, wing and return walls is to be provided as shown in the approved drawing or as directed by the Engineer with contractor's own labour, materials etc. No extra payments will be admissible for provision of the weep holes in the bridges and no deduction from quantity of concrete shall be made for weep holes.

8.0            **PACKING BEHIND ABUTMENT**

Shingle boulders to be used behind abutment, wing and return walls, shall be collected from approved quality of stone to angular shape and shall not be less than 150 mm size in any direction and shall have its maximum dimension not less than 250 mm and shall weigh not less than 12 kg and not more than 55 kgs. The hand packing should be done in sections as shown in the drawing or as directed by the Engineer.

1.3            **Concrete for structures:**

1.5.1 All concrete work shall comply with the latest provisions of the relevant code as amplified ..

1.5.2 All proposals for the system of concreting, together with the associated plant and equipment shall have the approval of the Engineer.

1.6.1            **Cleaning :**

1.6.1.1 All reinforcement steel shall be free from loose mild scale rust, oil, grease or any other harmful matter at the time of its placing in the member. A slight film or rust is not necessarily harmful and may improve bond.

- 1.6.1.2 Cleaning of the steel may be carried out by immersion in suitable solvent solutions with brushing or passing through a pressure box containing carborandum powder.

1.6.2        **Straightening:**

As far as possible reinforcement steel shall be obtained from the manufacturers in straight. The steel shall be straightened before use.

1.6.3        **Positioning:**

- 1.6.3.1 Reinforcement steel/ structural steel shall be accurately located and maintained in position, both vertically and horizontally as per drawings.

- 1.6.3.2 The method of supporting and fixing shall be such that profile of reinforcement steel is not at all disturbed by the heavy and prolonged vibrations, by pressure of wet concrete by workmen or by construction traffic.

- 1.6.3.3 All cutting to length and trimming of ends shall be done by suitable mechanical cutters; when a flame cutter is used, care shall be taken to ensure its mechanical properties does not disturbed.

**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-IX 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-X**

### **BILL OF QUANTITIES (BOQ)**

**Also called “Schedule of Items & Quantities”**

**(Annexure-A)**