

कोंकण रेलवे कॉर्पोरेशन लिमिटेड
KONKAN RAILWAY CORPORATION LIMITED

(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

विद्युत विभाग / ELECTRICAL BRANCH

निविदा कागजात

TENDER DOCUMENTS

कार्य का नाम : ओ. आर. एच. उडुपि के यू. पी. बी. एल. कार्यालय में डी.जी पावर के विस्तार की आपूर्ति की व्यवस्था करना.

Name Of Work : **“Extending DG power supply arrangement to UPCL site office at ORH, Udupi.”**

निविदा भुचाना का संदर्भ : को.वे./कार./वि./नि./१२/१२ दि.३०.१०.२०१२

Ref. to Tender Notice : KR/KW/EL/T/12/12 Dtd.30/10/12.

प्रप्त करनेकी अंतिम तारीख : दि. १२.११.२०१२ को १५.०० बजे

Last Date of receipt : On 22/11/2012 At 15.00 Hrs.

निविदा फार्म की क्रम संख्या :

Sr. No. of Tender Form :

जारी की गयी (ठेकेदार का नाम व पता) :

Issued to (Name & Address of the Contractor):

जब करने की तारीख / Date of issue :

कोंकण रेलवे कॉर्पोरेशन लिमिटेड के अधिकारी के हस्ताक्षर :

Signature of KRCL official :

निविदा कागजात का मूल्य रु. ५६३/-

Cost of Tender Documents Rs.563/-

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कोंकण रेलवे कॉर्पोरेशन लिमिटेड
विद्युत विभाग
लिमिटेड निविदा भूचना

KONKAN RAILWAY CORPORATION LIMITED

ELECTRICAL BRANCH

LIMITED TENDER NOTICE

(FOR CONTRACTORS FROM APPROVED PANEL OF KRCL FOR SAID WORK ONLY)

No.KR/KW/EL/T/12/12

Date: 30/10/2012

1. Sr. Regional Electrical Engineer, on behalf of Konkan Railway Corporation Ltd. invites sealed limited tenders from electrical contractors on approved panel of KRCL for electrical works given below :

“Extending DG power supply arrangement to UPCL site office at ORH, Udupi.”

Approximate Cost	: Rs. 03.49 Lakh
Earnest money deposit	: Rs. 8,800/-.
Completion Period	: 45 days.

2. Non transferable tender documents containing detailed description & schedule of work and other terms & conditions can be obtained from the office of the Regional Railway Manager, Konkan Railway Corporation Ltd., Shirwad, Karwar on any working day from **01.11.2012 between 10 AM to 5 PM** on payment of Rs.563/- (Rupees five hundred sixty three only - inclusive of Sales Tax) towards tender document cost by Non-refundable crossed Demand Draft of any Nationalised Bank drawn in favour of Sr.RAO,KRCL,KARWAR payable at Karwar.
3. Tender documents can be down loaded and printed from KRCL's Website **www.konkanrailway.com** and submitted along with DD for payment towards tender document cost. Tender documents shall not be sent by Post.
4. On the date of tender opening, Tender documents shall be available for sale up to 12.00 Hrs only.
5. **Earnest Money Deposit:** Tenderer is required to deposit EMD in the form of a crossed Demand Draft / Pay Order of any Nationalised Bank drawn in favour of Sr.RAO,KRCL,KARWAR payable at Karwar.
6. Tenders not accompanied by Earnest Money Deposit, tender document down loaded from website not accompanied by cost of tender document and incomplete offers shall be summarily rejected.
7. The offer shall be kept open for acceptance for a period of 90 days from the date of the opening of the tender.



The tenderer shall submit their offer in a sealed cover superscribed as “**Extending DG power supply arrangement to UPCL site office at ORH, Udupi.**” The offer complete in all respects will be received up to **15:00 hrs. on 22.11.2012** and will be opened at 15:30 hours on the same day in the office of Sr.Regional Electrical Engineer, Konkan Railway Corporation Ltd., Shirwad, Karwar in the presence of the tenderers or their authorised representative who may present. In case this day becomes a holiday, the offers will be received up to and opened at the same specified time on next working day. Offers received after specified due date and time will not be entertained.

8. Notwithstanding anything stated above KRCL reserves the right to cancel / withdraw the invitation for tenders without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

(Vinayak Naik)
For Sr.Regional Electrical Engineer
KRCL, Karwar

कोंकण रेलवे कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

KONKAN RAILWAY CORPORATION LIMITED

(A Government of India Undertaking)

विद्युत इंजीनियरी कार्यों के लिये इंजीनियर व ठेकेदारों
के मार्गदर्शन हेतु निविदा व संविदाओं का विनियमन

REGULATIONS FOR TENDERS AND CONTRACTS FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS FOR ELECTRICAL ENGINEERING WORKS

1 परिभाषाएं

1. Meaning of Terms:

निविदा एवं संविदा के नियमन में निम्नलिखित पदों के वही अर्थ होंगे जो इसमें हैं बिना वहाँ के जहाँ संदर्भ में अन्यथा अपेक्षित हों।
अनुवाद व्याख्या पर विवाद की स्थिति में अंग्रेजी विवरण सर्वाधिक मान्य होगा.

परिभाषाएं

In these regulations for tenders and contracts, the following terms shall have the meanings assigned hereunder except where the context otherwise requires. English version shall prevail in case of dispute on translation /interpretation:

DEFINITIONS

क निगम से कोंकण रेलवे कॉर्पोरेशन लिमिटेड या उनकी ओर से इस विवेक से संबंधित किन्हीं विषयों पर कार्यवाई करने के लिये प्राधिकृत निगम या उत्तरवर्ती रेल के प्रशासनिक अधिकारी अभिप्रेत होंगे.

(a) "Corporation" shall mean the Konkan Railway Corporation Ltd., or the administrative Offices of the Corporation or of the successor Railway authorised to deal with any matters, which these presents are concerned, on its behalf.

ख निविदा कागजात में "के आर बी एल" का मतलब है "कोंकण रेलवे कॉर्पोरेशन लिमिटेड".

(b) When it is mentioned "KRCL" in the tender document, it refers to the "Konkan Railway Corporation Ltd."

ग "निविदादाता" से वह व्यक्ति, फर्म/कंपनी जो निगम के साथ ठेके पर कार्य का निष्पादन के लिये निविदा करता है और इसके अन्तर्गत उनके निजी, प्रतिनिधी, उत्तराधिकारी और अनुज्ञात समनुदेशित होंगे.

(c) "Tenderer" shall mean, the person, the firm or Company, who tenders for the work with a view to execute the works on contract with the Corporation and shall include their personal representatives, successors and permitted assigns.

घ संकर्म से निविदा फार्म में दिया गया प्रारूप एवं भूमी में अपेक्षित कार्य और विनिर्देश के अनुसार निष्पादित किये जाने वाले कार्य अभिप्रेत होंगे.

(d) "Works" shall mean the works contemplated in the drawing and Schedules set forth in the tender forms

- and required to be the executed according to specifications.
- ड. विनिर्देश से निषिद्ध से शासित विशेष शर्त तथा इसके स्थान पर जारी विशेष विनिर्देशों में उल्लिखित अनुसार निगम के सामग्री व कार्यों के लिये विनिर्देश अभिप्रेत होंगे.
- (e) "Specifications" shall mean the specifications for materials and works of the Corporation as specified in the Special Conditions governing the tender superseded by special specifications, if any, appended to the tender forms.
- च. "रेखाचित्र" से निषिद्ध फार्म से उपलब्ध रेखाचित्र योजनाएँ तथा उनके अनुरेख या प्रिंट अभिप्रेत होंगे जो रेलवे में सन्दर्भ के लिये उपलब्ध हैं.
- (f) "Drawings" shall mean the drawings, plans and tracings or prints there of annexed to the tender forms available with the Railway for reference.
- छ. "मालिक/ग्राहक" से मेसर्स कोंकण रेलवे कॉर्पोरेशन लिमिटेड है.
- (g) "Employer/Client" shall mean M/s Konkan Railway Corporation Ltd.,
- ज. "ठेकेदार" से वह व्यक्ति जो निगम के साथ संपिदा करता है और इसके अन्तर्गत उभका/उभकी/ उनकी पैथ प्रतिनिधी, समनुदेशिती और उत्तराधिकारी होंगे. .
- (h) "Contractor" shall mean the successful tenderer and shall Include his/her/their legal representatives, assignees and successors.
- झ. "इंजीनियर" से कोंकण रेलवे कॉर्पोरेशन लिमिटेड का उप मुख्य/परिष्ठ क्षेत्रीय विद्युत इंजीनियर होंगे जो ठेके के उद्देश्य के लिये कार्य का प्रभारी अभिप्रेत होंगे.
- (i) "Engineer" shall mean the Deputy Chief / Sr. Regional Electrical Engineer of the KRCL in charge of the Work for the purpose of the contract.
- ञ. "मालिक का प्रतिनिधि" से निम्नलिखित खंड पर बताये गये अनुसार कार्य का निष्पादन के लिये कंपनी द्वारा समय समय पर नियुक्त किसी इंजीनियर या लिपिक या कर्मचारी जिनके प्राधिकार इंजीनियर या कर्मचारी द्वारा ठेकेदार को लिखित में अधिभूचित किया गया हो.
- (j) "Employers representative" shall mean any assistance of the Engineer or any clerk or worker appointed from time to time by the employer to perform the duties set forth in clause below here of whose authority shall be notified in writing to the contractor by the engineer or by the employer.
- ट. "संपिदा" से करार का अनुच्छेद, साधारण शर्तें और सभी विशेष शर्तें जिसमें कार्य निष्पादन की शर्त भी शामिल हो कार्य के संश्लेष में माप व आरेख की रीति इन कामजातों के सभी खंडों को एक साथ पढ़ा जाए और ये एक दूसरे के समानार्थ होंगे.
- (k) "Contract" shall mean the articles of agreement, the general Conditions and all special conditions including the Conditions of execution of the works, the modes of measurements and drawings pertaining to the works.

All sections of these documents are to be read together and they shall be complementary to one another.

ठ "लिखित में नोटिस या लिखित नोटिस" का मतलब है भेजने वाले के लेटर हेड पर लिखित या टाईप किया हुआ पत्र और इसे पंजीकृत डाक या बुपूर्द किया गया हो तथा इसकी पावती भी प्राप्त की गयी हो.

(l) "Notice In writing" or "written Notice" shall mean-'a written or typed letter on Sender's letter head and sent by registered post or delivered by hand with due acknowledgement.

ड "दिलालियापन का कार्य" से राष्ट्रपतित्व, टाऊन दिलालियापन अधिनियम या प्रान्तीय दिलालियापन अधिनियम या इस प्रकार के मूल को संशोधित करते हुए कोई भी अधिनियम.

(m) "Act of insolvency" shall mean any Act of Insolvency as defined by the Presidency, Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

ढ "वास्तविक समापन" से वास्तुकार की दृष्टि से कार्य समाप्त हुआ और अधिकृति के योग्य है.

(n) "Virtual Completion" shall mean that the works are In the opinion of the architects complete and fit for occupations.

ण एक पचन और बहु पचन जहाँ संदर्भ से अपेक्षित है एक पचन का बोध कराने वाले शब्दों के अन्तर्गत बहु पचन तथा बहु पचन के अन्तर्गत एक पचन भी हैं.

(o) Words Imparting the singular number shall also include the plural and vice versa where the context requires.

**एक पचन और
बहु पचन**

**SINGULAR &
PLURAL**

2. निविदा और संविदाओं के इन विनियमन को कोंकण रेलवे के कार्य संविदा १९९१ के आधारेण शर्तों के साथ पढ़ा जाए. (इसे क्षेत्रीय रेल प्रबंधक कोंकण रेलवे कॉर्पोरेशन लिमिटेड के कार्यालय रातनागिरी से प्राप्त किया जा सकता है.) और इसे संशोधित किया जा सकता है अर्थात् कि निविदा के कामजातों के साथ कोई कामज संलग्न किया गया हो.

**कार्य के लिये
संविदा की
आधारेण शर्तें**

2. 'These regulations' for tenders and contracts shall be read in conjunction with Konkan Railway's 'General Conditions of Work Contract 1991 (This can be obtained from the Office of Regional Railway Manager, Konkan Railway Corporation Ltd, Ratnagiri for reference) and shall be subject to modifications, if any, annexed to the tender documents.

**GENERAL
CONDITIONS OF
CONTRACT FOR
WORKS**

3. यदि किसी निविदा के आरेख या निविदा फार्म से छूट या विरंगति पाये जाने पर या इसके अर्थ में अंधेरे होने पर निविदादाता तुरन्त निविदा प्राप्त करने वाले प्राधिकार को इसकी सूचना देगा जो सभी निविदादाताओं को एक लिखित सूचना भेजेगा. इस बात का ध्यान दिया जाएगा कि गलतियों को टालने के लिये हर संभव प्रयत्न किया गया है जो निविदा के मूल आधार को अधिक प्रभावित कर सके और असफल निविदादाता भ्रम पर लेकर कोई गलती के लिये जोखिमी प्रबंध करेगा जिसे बाद में पता लगाया जाता है और वह इस संबंध में बाद में दावा नहीं करेगा.

छूट व विरंगति

3. Should a tenderer find discrepancies in or omissions from the drawings or any of the tender forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written Intimation to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error, which may' subsequently be discovered and shall make no subsequent claim on account thereof.

OMISSIONS AND DISCREPANCIES

4. इस बात पर ध्यान दिया जाए कि निविदादाता को निविदा कागजात भेचे गये/जासी किये गये हैं और निविदादाता अपनी ओर का प्रतिबंधन का विचार करते हुए निविदा करने के लिये अनुमेष है कि निविदा प्रस्तुत करने के बाद अपने प्रस्ताव से पीछे नहीं हटेगा या निगम अस्वीकृत करने जैसी शर्तों व निबंधनो का संशोधन नहीं करेगा. यदि निविदादाता उक्त प्रतिबंधन के अनुपालन करने या पूरा करने में असफल होने पर जयाना रकम की पूरी राशि निगम द्वारा जप्त की जाएगी.

जयाना रकम जप्त करना

4. It shall be understood that the tender documents have been sold/issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the corporation. Should the tenderer fall to observe or comply with the said stipulation the entire amount of earnest money shall be liable to be forfeited by the Corporation.

FOREFEITURE OF EARNEST MONEY

5. निविदा प्रस्तुत करने के पहले निविदादाता को कार्य के स्थान और परिस्थितियों का वास्तविक निरीक्षण कर अपने आपसे संतुष्ट कर लेना चाहिये कि कार्य निष्पादन के समय सामने आने वाली सभी समस्याओं को ध्यान में ले लिया गया है और कार्य की समाप्ति के लिये सभी खर्चों को मिलाकर उनके द्वारा निविदा सूची में लिखा गया दर पर्याप्त है. जो इंजीनियर की पूर्ण संतुष्टी पर हो.

निविदा की प्रस्तुति पर ध्यान

5. Before submitting a tender the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all problems liable to be encountered during the execution of the work are taken into account and that the rates he enters in the tender schedule are adequate all inclusive for completion of works so as to the entire satisfaction of the Engineer.

CARE IN SUBMISSION OF TENDER

6.	जब उक्त कार्य के किसी फर्म या ठेकेदारों की कंपनी द्वारा निविदा किया जाता है तब इस प्रकार के प्रतिज्ञा में प्रवेश करने हेतु उनकी ओर से वैध रूप से प्राधिकृत व्यक्ति द्वारा निविदा पर हस्ताक्षर किया जा सकता है.	निविदा पर हस्ताक्षर
6.	When work is tendered for, by a firm or company of contractors, the tender shall be signed by the individual legally authorised to enter into commitments on their behalf.	SIGNING OF TENDER
7.	अंतिम निष्पादन के पश्चात निविदादाता द्वारा प्रदान किया गया कोई मुस्ताखना या फर्म की रचना में परिवर्तन के लिये निगम आध्य नहीं होगा. फिर भी निगम उचित वैध बलाह प्राप्त करने के बाद इस प्रकार के मुस्ताखना और इसमें परिवर्तन को स्वीकार कर सकता है जिसका खर्च ठेकेदार पर प्राप्य होगा.	मुस्ताखना
7.	The Corporation will not be bound by any power of attorney granted by the Tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractors.	POWER OF ATTORNEY
8.	प्राप्त निविदाओं को खोला जाएगा और व्यवहार्य होने पर निविदादाताओं के लिये निर्देश में अधिभूचित समय या तारीख को इस प्रकार के निविदादाता या उनके प्रतिनिधि जो वहाँ उपस्थित रहना चाहते हैं. उनके समक्ष निगम के एक प्रतिनिधि द्वारा निविदादाताओं के नाम एवं उनके द्वारा दिया गया दर पढ़ा जाएगा.	निविदाओं को खोलना
8.	Tenders received will be opened and If, practicable the names of the Tenderers and their rates will be read out by a representative of the Corporation at the time and date notified in the Instruction to the tenderer(s) In the presence of the such tenderer or their agents as may choose to be present.	OPENING OF TENDERS
9.	किसी भी कार्य या कार्यों के लिये निविदा नहीं मंगाने का और निविदा मंगाये जाने पर निविदा को पूर्णतः या इसके एक भाग को स्वीकृत करने का या किसी निविदा को या सभी निविदाओं को इस प्रकार की कार्यवाही के लिये कोई कारण दिये बिना अस्वीकृत करने का अधिकार निगम अपने पास रखता है.	व्यवहार के लिये कौकण रेलवे कॉर्पोरेशन का अधिकार
9.	The Corporation reserves the right not to invite tenders for any work or works and when tenders are called, to accept a tender in whole or in part or reject any tenders of all tenders without assigning reasons for any such action.	RIGHT OF KRCL TO DEAL WITH TENDERS
10.	अंतिम कागजात तैयार होने की भूचना मिलने पर निविदादाता जिनकी निविदा स्वीकृत की गयी है. को ७ दिनों के भीतर परिष्कृत क्षेत्रीय विद्युत इंजीनियर कौकण रेलवे कॉर्पोरेशन लिमिटेड कार्यालय के कार्यालय में विधिवत प्राधिकृत अंतिम कागजात के निष्पादन के लिये उपस्थित रहना होगा. इस प्रकार न करने पर निविदा की किसी स्वीकृति के अनुसार इसे कबालना में विच्छेद समझा जायेगा.ऐसे मामले में निविदा के साथ भेजी गई खाना बकम को अन्य किसी उपाय या अधिकार के पक्षपात के बिना जप्त किया जाएगा.	अंतिम कागजातों का निष्पादन

10.	The tenderer whose tender is accepted shall be required to be present at the Office of Senior Regional Electrical Engineer, Karwar as the case may be in person or if a firm or corporation a duly authorised representative shall so appear to execute to the contract documents within 7 days after receipt of notice issued by the corporation that such documents are ready. Failure to do so shall constitute a break of agreement effected by the acceptance of the tender in which case, the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.	EXECUTION OF CONTRACT DOCUMENT
11.	यदि किसी निविदादाता, जिसकी निविदा स्वीकृत की गयी है इसके पहले कहे गये अनुसार निविदा के निष्पादन के लिये मना करते हैं तो निगम यह तय कर सकता है कि निविदादाता ने संविदा को ठुकराया है और इससे उसकी निविदा एवं निविदा की स्वीकृति को रद्द माना जा सकता है और निगम को खाना बकम की पूर्ण राशि जप्त करने का अधिकार है और इस प्रकार की गलती के लिये निर्धारित हानि की ज़रूरी के लिये हकदार है.	संविदा कागजातों के निष्पादन से अस्वीकृति
11.	In the event of any tenderer, whose tender is accepted, refuse to execute the contract document as herein before provided, the Corporation may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Corporation shall be entitled to forfeit the full amount of earnest money and to recover the liquidated damages for such default.	REFUSAL TO EXECUTE CONTRACT DOCUMENT
12.	विशिष्ट कार्यों के संविदा के लिये या कार्यों के लिये निविदादाता जिनकी निविदा स्वीकृत की गयी है द्वारा निष्पादन के लिये आवश्यक संविदा कागजात अनुलग्नक १ में भूचित प्रोफार्म में करारनामा होगा.	संविदा कागजातों का प्रोफार्म
12.	For contracts for specific works, the Contract document required to be executed by the tenderer whose tender is accepted shall be the agreement In the proforma indicated in Annexure I attached.	FORM OF CONTRACT DOCUMENT
13.	निविदा को केवल निर्धारित फार्म में ही प्रस्तुत किया जाए.	निविदा फार्म
13.	The tender shall be submitted in the prescribed form only.	Tender Form
14	उक्त कार्य के लिये निर्धारित मात्रा पृष्ठ २५ से २८ पर उपलब्ध है. निविदादाताओं से अपेक्षा है कि वे इन मात्राओं के लिये कौकण रेलवे कॉर्पोरेशन लिमिटेड की दरों की भूची के उपर नीचे आंकड़ों में एवं शब्दों में प्रतिशत लिखें.	दरों की भूची
14	The quantity scheduled for the work is available at page No.27 to 42 The tenderers are expected to indicate the percentage over/below to KRCL Schedule of Rates for these quantities both in figures as well as in words.	SCHEDULE OF RATES

15. निविदादाताओं को इस नोटिस में दिया गया प्रत्येक मद/ शर्त को पूरा करते हुए अपनी निविदा प्रस्तुत करनी चाहिये. इस प्रकार न करने पर निविदा को अस्वीकृत किया जा सकता है.
15. The tenderers shall submit the tender which satisfies each and every Item / condition laid down in this notice, failing which the tender will be liable to be rejected.
16. निविदा कागजात को इसके पृष्ठों को पृथक किये बिना एक ही गुच्छ में प्रस्तुत करना चाहिये.
16. The tender document should be submitted in tact without detaching any pages.
17. कार्यक्षेत्र में विशेष रूप से उल्लेख नहीं किये गये मदों को ठेकेदार द्वारा प्रस्तावित शुन्य प्रतिशत पर आपबेट किया जाएगा.
17. Schedule items not specifically mentioned in the scope of work shall be operated at the nil percentage offered by the Contractor.

निविदादाता/ठेकेदार का हस्ताक्षर
Signature of the Tenderer(s)
/Contractor(s)

कृते कोंकण रेलवे कॉर्पोरेशन लिमिटेड
For KONKAN RAILWAY CORPORATION LIMITED

कोंकण रेलवे कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम)

KONKAN RAILWAY CORPORATION LIMITED

(A Government of India Undertaking)

निविदा दाताओं के लिये निर्देश व निविदा की शर्तें

INSTRUCTIONS TO TENDERERS AND CONDITIONS OF TENDER(S)

1. कोंकण रेलवे कॉर्पोरेशन लिमिटेड की ठेके कार्य की बाधाकरण शर्तें इस ठेके के लिये लागू होंगी. यह परीष्ठ क्षेत्रीय विद्युत इंजीनियर कोंकण रेलवे कॉर्पोरेशन लिमिटेड कारवार के कार्यालय में उपलब्ध है.
1. General Conditions of work contract of Konkan Railway Corporation shall be applicable to this contract. The same can be seen at the Office of Senior Regional Electrical Engineer/KRCL, Karwar.
2. निविदादाताओं से निवेदन है कि ये उक्त कार्य का विषय वस्तु और इसकी तकनीकी विशिष्टताओं को दब भूची भरने से पहले ध्यान से पढ़ें.
2. Tenderers are requested to read carefully the scope of work and technical specification before filling the price schedule.
3. आपूर्ति की गई सभी सामग्री संबंधित आई एस विनिर्देशन के अनुसार हो और निर्माण के पहले खरीदार द्वारा अनुमोदित किया गया हो.
3. All the materials supplied shall conform the relevant IS specification and approved by the purchaser before erection.
4. निविदादाता स्थानीय स्थिति कार्य स्थल पर पहुंचने का माध्यम और इससे संबंधित शेष सभी मामलों से परिचित करा लेगा.
4. The tenderer shall acquaint himself with the local conditions, means of access to the site of work and all other matters pertaining thereof.
5. **मूल्य**
5. **PRICE**
- 5.1 इसका मूल्य सभी प्रकार के कर यातायात प्रभार, शर्तें कि भूची में उल्लेखित किया गया हो और शुल्कों को मिलाकर निश्चित होगा. करों में परिवर्तन सरकार द्वारा कर आदि के कारण मूल्य में घट, बढ़ की अनुमति नहीं दी जाएगी.
- 5.1 The price shall be firm, inclusive of all taxes, transportation charges (unless specified in the schedule) and duties. No price variation would be permitted on account of change in taxes, levies by the Government.
6. **कार्य समाप्त करने में विलम्बः**
- निर्धारित समय सीमा के भीतर कार्य न समाप्त करने पर कार्य की लागत खर्च पर प्रति सप्ताह 1 प्रतिशत जुर्माना लगाया जाएगा जिसकी अधिकतम सीमा कार्य की लागत खर्च पर 10 प्रतिशत होगी.
6. **DELAY IN. COMPLETION OF WORK:**

A pending of 1 % of the cost of work per week would be levied, maximum up to 10% cost of the work, In case the work is not completed within the stipulated time.

7. **निविदादाता का प्रत्यय पत्र एवं क्षम्यता का प्रमाणपत्र:**

निविदादाता का पूर्वानुभव एवं वित्तीय स्थिति दर्शाते हुए कागजातों को निगम द्वारा मांगने पर प्रस्तुत किया जाना चाहिये.

7. **TENDER'S CREDENTIALS & SOLVENCY CERTIFICATE:**

Documents testifying to the previous experience, and financial status of the Tender(s) should be produced when desired by the Corporation.

8. **अमाना रकम:**

8.1क. निविदादाताओं को अमाना रकम के रूप में रु ८८०० की राशि पश्चिम क्षेत्रीय लेखा अधिकारी कोंकण रेलवे कॉर्पोरेशन लिमिटेड कारवार के नाम पर देय राष्ट्रीकृत अधिभूचित बैंको द्वारा निष्पादित काश डिमांड ड्राफ्ट जमा करना होगा. अमाना रकम पर कोई अज का शुगतान नहीं किया जाएगा.

8. **EARNEST MONEY:**

8.1a The tender(s) is/are required to deposit as Earnest Money a sum of Rs.8800/- in the form of a cross Demand Draft executed by Nationalised Banks or Scheduled Banks in favour of Sr.RAO,KRCL,KARWAR payable at Karwar. No interest shall be allowed on Earnest Money Deposit.

8.1.ख. **स्थायी अमाना रकम:**

वित्त बलाहकार एवं मुख्य लेखा अधिकारी कोंकण रेलवे कॉर्पोरेशन लिमिटेड के नाम पर देय राष्ट्रीकृत बैंको अधिभूचित बैंको से एक डी आर के रूप में जमा किया जा सकता है जिसे निगम के विद्युत कार्यों के लिये एक वर्ष की अवधि के लिये स्थायी अमाना रकम के रूप में नियमानुसार पैध रखा जाएगा.

8.1b **STANDING EARNEST MONEY:**

By depositing Standing Earnest Money in the form of F.D.R. from a Nationalised Bank drawn in favour of FA & CAO / Konkan Railway Corporation Ltd., which will be valid as SEM for a period of one year for all electrical works of the Corporation as under:

(i) रु ५ लाख तक	Upto Rs. 5 Lakhs	: Rs 10,000/-
(ii) रु ५ लाख से अधिक लेकिन रु २० लाख से कम	More than Rs.5 Lakhs but less than Rs.20 Lakhs.	: Rs 20,000/-
(iii) रु २० लाख से अधिक लेकिन रु ५० लाख से कम	More than Rs.20 Lakhs but less than Rs.50 Lakhs.	: Rs 50,000/-
(iv) रु ५० लाख से अधिक	More than Rs.50 Lakhs	: Rs 1,00,000/-

8.2 अक्षफल निविदादाताओं के अमाना रकम को वापस किया जाएगा लेकिन जमा अमाना रकम के मूल्याहान के लिये निगम जिम्मेदार नहीं होगा और न ही इसके लिये कोई अज का शुगतान करने के लिये उत्तरदायी होगा.

8.2 The earnest moneys of the unsuccessful tenderers will, save as hereinbefore provided, be returned to them but the Corporation shall not be responsible for any loss for depreciation that may happen to the earnest money in their possession nor be liable to pay any Interest thereon.

8.3 सफल निविदादाता/निविदादाताओं द्वारा जमा किया गया रकम को ठेके के ईमानदार निष्पादन के लिये सुरक्षा रकम के एक अंश के रूप में रोक लिया जाएगा लेकिन उनके निविदा की अधिसूचना प्राप्त होने के बाद ठेकेदार/ठेकेदारों के करारनामा के निष्पादन में अभिमर्श या निर्धारित समय सीमा के भीतर कार्य प्रारम्भ करने में अभिमर्श होने पर इसे जप्त किया जाएगा.

8.3 The earnest money deposited by the successful tenderer /tenderers will be retained towards part security deposit for due and faithful fulfillment of the contract but shall be forfeited if the Contractor fails/Contractors fail to execute the agreement bond or start the work within the specified time limit, after notification of the acceptance of his/their tender.

9. न्यूनतम निविदा की स्वीकृति:

न्यूनतम निविदा को स्वीकृत करने के लिये उक्त प्राधिकारी पर आध्यता नहीं होगी और किसी भी निविदादाता को उनकी निविदा की अस्वीकृति के कारण का विवरण मांगने का हक नहीं होगा.

9. ACCEPTANCE OF LOWEST TENDER:

It shall not be obligatory on the said authority to accept the lowest tender and no tenderer(s) shall have the right to demand any explanation for the cause of rejection of his/their tender(s).

10. निविदा की प्रस्तुति:

निविदाओं को एक मोहरबंद लिफाफे में संलग्न किया जाये. लिफाफे के ऊपर "ओ. आर. एच. उडुपी के यू. पी. सी. एल. कार्यालय में डी.जी पावर के विस्तार की आपूर्ति की व्यवस्था करना.

और इसे परीष्ठ क्षेत्रीय विद्युत इंजीनियर कॉकण रेलवे कॉर्पोरेशन लिमिटेड कारवार के कार्यालय में रखे गये विशेष आक्ष में जमा किया जाए जिसे दिनांक २२.११.२०१२ को १५.०० बजे मोहरबंद किया जाएगा.

10. SUBMISSION OF TENDERS:

Tenders must be enclosed in a sealed cover(s), superscribed Tender for ““**Extending DG power supply arrangement to UPCL site office at ORH, Udupi.**” as per scope of work and specifications and must be deposited in the special box allotted for the purpose in the office of the Senior Regional Electrical Engineer, Konkan Railway Corporation Ltd. ,Karwar which will be sealed at 15.00 Hrs. on 22.11.2012.

11. सुरक्षा जमा:

11.1 विशेष शर्तों में उल्लेखन के अलावा निविदादाताओं द्वारा सुरक्षित राशि जमा करने की दर निम्नलिखित अनुसार होगी

11. SECURITY DEPOSIT:

11.1 Unless otherwise specified in the special conditions, If any the rates for deposit of security amount by tenderers will be under:-

i)	रु १ लाख तक के ठेके For contracts up to Rs.1 Lakh	ठेके के मूल्य का १० % 10% of the value of the contract
ii)	रु १ लाख से अधिक और	प्रथम रु १ लाख का १० % और ठेके के शेष मूल्य

	रु २ लाख तक के ठेके For contracts more than Rs.1 Lakh and upto Rs.2 lakhs	का ७.५ % 10% of the first Rs. 1 lakhs & 7 ½% of balance lakh
iii)	रु २लाख से अधिक और रु २ करोड़ तक के ठेके For contracts more than Rs.2 lakhs up to Rs.2 Crores	प्रथम रु १ लाख का १० % अगले रु १ लाख का ७.५% और ठेके के शेष मूल्य का ५% अर्थात् यह रु ३ लाख से अधिक न हो. 10% of the first Rs. 1 lakhs & 7 ½% of the and next Rs.1 lakh & 5% of the balance subject to the maximum of Rs.3 Lakhs.
iv)	रु २ करोड़ से अधिक मूल्य के ठेके For contract above Rs.2 crores	ठेके के मूल्य का ५%. रु ३ लाख और इससे अधिक रकम को ठेकेदारों के प्रगति बिलों से १० % दर से तब तक प्रभूल करना चाहिए जब तक यह बाशि ठेके के मूल्य के ५ % तक नहीं पहुँच जाती. 5% of the contract value. The amount over and above Rs.3 Lakhs to recovered from the progressive bills of the contractors & 10% till it reaches 5% of the contract value.

11.2 ठेके में निर्धारित अनुरक्षण की अवधि की समाप्ति के बाद सुरक्षित जमा राशि को वापस किया जाएगा.

11.2 The security deposit will be refunded after the expiry of the maintenance period as stipulated in the contract.

11.3 ठेके में निर्धारित खाना रकम या सुरक्षित जमा राशि पर ठेकेदार को देय रकम पर ख्याज का भुगतान नहीं किया जाएगा.

11.3 No interest will be payable upon the Earnest Money or the Security Deposit or amount payable to the contractor under the Contract.

12. पैधता:

निविदादाताओं के लिये निर्देशों में सूचित किये गये अनुसार निविदा खुलने की तिथि से न्यूनतम **१० दिन** अवधि के लिये निविदादाता निविदा का प्रस्ताव भेजेगा जिसे अवधि के भीतर निविदादाता अपने प्रस्तावसे पीछे नहीं हटेगा अर्थात् कि समय समय पर आपसी समझौते से उक्त अवधि को बढ़ाना हो. उपरोक्त शर्तों में उल्लंघन से निविदादाता की निविदा के साथ जमा की गई खाना रकम जप्त करने की संभावना हो सकती है.

12. VALIDITY:

The tenderer shall keep the offer open for a minimum period of **90 days** from the date of opening of the tender as Indicated in the Instructions to the tenderers within which period the tenderer cannot withdraw his offer, subject to the period being extended further is required by mutual agreement from time to time. Any contravention of the above condition will render the tenderer liable for the forfeiture of the entire amount of earnest money deposited with the tender.

13. समापन अवधि: ४५ दिन

13. COMPLETION PERIOD: 45 days.

14. निविदादाता को अपनी निविदा प्रस्तुत करते समय कोई विशेष शर्तों का निर्धारण नहीं करना चाहिये. इस प्रकार की संभाव्यता पर बिना कोई कारण बताये ऐसी निविदाओं को अक्षेप में अस्वीकार करने का अधिकार निगम अपने पास रखती है. निविदादाता को निविदा की शर्तों व निर्देशान का संपूर्ण अनुपालन करते हुए अपनी निविदा प्रस्तुत करनी चाहिये.

14. The tenderer should not stipulate any special conditions while submitting his tender. In such an eventuality, Corporation reserves the right to summarily reject such tender/s without assigning any reason whatsoever. The tenderer should submit the tender in full conformity with the given tender conditions and specifications.
15. अफल निविदादाता को इक्त कार्य के निष्पादन के लिये अनुलग्न १ प्रोफार्मा में निगम के साथ एक कबजनामा करना होगा.
15. The successful tenderer shall be required to execute an Agreement with the Corporation in the Proforma Annexure I for carrying out the work.
16. **भुगतान की शर्तें :**
16. **PAYMENT TERMS:**
- 16.1 भुगतान संलग्न संविदा की विशेष शर्तों में निर्धारित भुगतान शर्तों के अनुसार किया जाएगा.
- 16.1 The payment terms may be as stipulated in special condition of contract enclosed.
17. ठेकेदार को बिल बनाकर इसे तीन प्रतियों में अत्यापन एवं भुगतान के लिये प्रस्तुत करना चाहिये.
17. The contractor shall prepare the bill and submit in triplicate for verification and payment.
18. **कार्य का निष्पादन :**
18. **EXECUTION OF WORK:**
- 18.1 इमारतों में प्वावरहाउस या अन्य समानार्थ छोटे कार्यों के लिये विद्युत की आपूर्ति ठेकेदार द्वारा ही किया जाना चाहिये फिर भी उपलब्ध होने पर इसे मुफ्त में प्रदान किया जा सकता है.
- 18.1 Power Supply for drilling and other similar minor works in the premises has to be arranged by the contractor, however, this can be provided free of cost, If available.
- 18.2 उक्त समय जब कार्यस्थल पर कोई कार्य चल रहा हो कर्मचारियों की सुरक्षा सुनिश्चित करने के लिये और यह सुनिश्चित करने के लिये कि अड़क यातायात अपररुद्ध नहीं हो रहा है या उक्त क्षेत्र पर हो रहे बेलचे के कार्य में कोई बाधाएँ उत्पन्न नहीं हो रही हैं ठेकेदार का एक अहर्क प्राप्त पर्यवेक्षक कार्यस्थल पर उपस्थित रहेगा.
- 18.2 A qualified supervisor of the Contractor shall be present at site of work during the time when any work is carried out at site, to ensure safety of workers and also to see that road traffic is not blocked or any hindrance caused to Railway's work in progress in the area.
- 18.3 केंचल आदि खिछाने के लिये किसी भूमि को खोदने पर इसे ठीक से फिर से भर जाएगा और समतल किया जाएगा.
- 18.3 Any surface that is dug up for laying of cables etc. should be properly filled back and levelled.
- 18.4 केंचल खिछाने का कार्य आई एस एस १२५५ के केंचल खिछाने की पद्धति के कूट और निविदा विनिर्देशन के अनुरूप होगा.
- 18.4 The work of cable laying shall conform to the code of practice of laying of Cables ISS:1255 and tender specification.
- 18.5 अनुमोदित प्रकार के केंचल टर्मिनेशन का प्रयोग किया जाना चाहिये. इस कार्य को अहर्क केंचल ज्वाइंटर्स द्वारा किया जाना चाहिये.
- 18.5 The cable termination of approved make shall be used. The work shall be carried out by qualified cable Jointers.

- 18.6 किसी कारणवश निष्पादित किये जाने वाली मात्रा में कमी होने पर ठेकेदार क्षतिपूर्ति पाने के लिये पात्र नहीं होगा लेकिन उन्हें उनके द्वारा किये गये वास्तविक कार्य के लिये भुगतान किया जायेगा.
- 18.6 In the event of any reduction in quantity to be executed for any reason whatsoever, the contractor shall not be entitled to any compensation but shall be paid only for the actual quantity of work done.
- 18.7 इस कार्य के लिये आवश्यक सभी उपकरण संयंत्र व मशीनरी आदि की व्यवस्था ठेकेदार स्वयं के खर्च पर करेगा. इस प्रकार के संयंत्र व मशीनरी की संरक्षा एवं देखरेख के लिये ठेकेदार पूर्णतः जिम्मेदार होगा.
- 18.7 All the tools and plant and machinery required for the work shall be arranged by the Contractor at his own cost. The contractor is entirely responsible for the safety and upkeep of such tools and machines.
- 18.8 इस कार्य से संबंधित सूची में उल्लेखित किसी भी मद का प्रचलन पूर्णतः कोंकण रेलवे कॉर्पोरेशन लिमिटेड पर निर्भर होगा और किसी भी सामग्री को आप्रैट नहीं करने के लिये प्राप्त दावों पर विचार नहीं किया जाएगा.
- 18.8 The operation of any of the items mentioned in the schedule in connection with work will rest entirely at the discretion of the KRCL and no claim whatsoever of any kind will be entertained for the non-operation of any of the items.
- 18.9 निधिदाता जान बूझकर अपनी निधिदा पर गलत सूचना देने पर या अपनी निधिदा की स्वीकृति के लिये परिस्थिति उत्पन्न करने पर किसी भी स्तर पर ख्याना रकम जप्त करते हुए निधिदा को अस्वीकृत करने का अधिकार निगम अपने पास रखती है.
- 18.9 If the tenderer(s) deliberately gives wrong Information in his/their tender or creates circumstances for the acceptance of his/their tender, the Corporation reserves the right to reject such tender at any stage forfeiting Earnest Money.
19. सुरक्षित कार्य संचालन:
19. SAFE WORKING:
- 19.1 ठेकेदार उनके संचालन की सुरक्षा सुनिश्चित करने के लिये या रेलवे क्षेत्र में काम करने के लिये सभी प्रकार के सुरक्षा के उपाय अपनायेगा जो रेल परिपथ के विद्युत, कांसिंग और भारतीय विद्युत नियमों के अनुरूप हों.
- 19.1 The Contractor shall take all safety precautionary measures in order to ensure protection of his moving about or working on the railway premises and shall have to conform to the rules and regulation of the Railway, electrical crossings of railway track and as well as Indian Electricity Rules.
20. यदि और जब ठेके के अधीन कार्य चल रहा हो ठेकेदार द्वारा नियुक्त व्यक्तियों की आकस्मिक दुर्घटना या चोट लगने पर उनकी जिम्मेदारी पूर्णतः ठेकेदार की होगी और इसके अन्तर्गत होने वाली हानि एवं खर्च का वहन ठेकेदार ही करेगा.
20. If and when, while the work under the contract is in progress, any unforeseen accidents happen or injuries caused to the persons employed by the Contractor, the same shall be the sole responsibility of the contractor and the contractor shall bear all losses and expenditure involved.
21. ठेकेदार द्वारा इस कार्य के लिये प्रयोग की जाने वाली सामग्री को कोंकण रेलवे के इंजीनियर द्वारा अनुमोदित किया जाना चाहिये.
21. The materials that are to be used for the work by the Contractor should be got approved by the Konkan Railway Engineer.

- 22.** श्रम प्रणाली (उन्मूलन) अध्यादेश १९७५ वर्तमान ठेके के लिये भी लागू होगी. ठेकेदार इसके प्रावधानों का अनुमूलन करेंगे.
- 22.** The bonded labour system (Abolition) Ordinance 1975 would apply to the present contract. The Contractors shall observe the provisions thereof.
- 23. बिलों से आय कर की कटौती:**
- 23. INCOME TAX DEDUCTIONS FROM BILLS:**
- 23.1** भारत सरकार के प्रचलित आदेशों के अनुसार प्रत्येक बिल से स्रोत आय कर की कटौती की जाएगी.
- 23.1** Income tax will be deducted at source from each bill as per extant orders of the Govt. of India.
- 23.2** इस कार्यालय के रिकॉर्ड हेतु निविदादाताओं को उनकी निविदा के साथ उनके आय कर संबंधित पी ए एन संख्या की जानकारी देनी है.
- 23.2** The Tenderer(s) is/are required to furnish their PAN No. for the office record concerning Income Tax Clearance.
- 24. गारंटी:**
- 24. GUARANTEE**
- 24.1** कारीगरी और उपकरण/प्रतिष्ठापन का संचालन प्रारंभ होने की तिथि से एक वर्ष की अवधि के लिये गारंटी दी जाएगी और इस अवधि के दौरान पाई गई और सूचित की गई कमियों पर ध्यान देकर उन्हें उचित रूप से आवश्यकतानुसार मुफ्त में सुधारा या बदला जाएगा.
- 24.1** The workmanship and the working of equipment / installation shall be guaranteed for a period of one year from the date of commissioning and any defect noticed and reported during the period shall be attended and rectified properly or replaced, if necessary, free of cost.
- 25. कोंकण रेलवे कॉर्पोरेशन लिमिटेड द्वारा प्रबंध किया गया भंडार:**
- 25. STORES ARRANGED BY KRCL:**
- 25.1** निगम द्वारा आपूर्ति की जाने वाली सामग्री यदि ऐसा कुछ हो ठेकेदार के लिखित अनुरोध पर ठेकेदार को दी जाएगी. ऐसी सामग्री की सुरक्षित अभिरक्षा सुनिश्चित करने के लिये ठेकेदार को उचित पक्के कागजातों पर क्षतिपूर्ति बंधपत्र प्रस्तुत करने की व्यवस्था करनी होगी.
- 25.1** Materials to be supplied by the Corporation, if any, will be handed over to the Contractor on request in writing. To ensure safe custody of such materials, the Contractor shall arrange to submit an indemnity bond on suitable stamp paper.
- 26.** इन निविदा कागजातों में दी गई किसी भी शर्तों के गैर अनुपालन पर संपिदा रद्द की जाएगी.
- 26.** Non-compliance with any of the conditions set forth in these tender documents is liable to result in the contract being terminated.
- 27.** निविदा स्वीकृति का अधिकार निगम के पास होगा जिस के लिये निगम न्यूनतम निविदा की स्वीकृति या अन्य किसी निविदा की स्वीकृति आध्य नहीं होगी और न ही किसी निविदा या निविदाओं विशिष्ट पर विचार करने हेतु अस्वीकृत करने का कारण बताने का दायित्व लेगी.
- 27.** The authority for acceptance of the tender will rest with the Corporation, which does not bind itself to accept the lowest or any other tender nor does it undertake to assign reasons for declining to consider any particular tender or tenders.

28. निविदादाताओं को अनुलग्नक २ में लिखित में एक प्रतिज्ञापत्र देना आवश्यक है कि उन्होंने कार्य स्थल का निरीक्षण किया है निविदा कागजातों की शर्तों को पढ़ा है और समायोजन अवधि का पूर्णतः अनुपालन करेंगे.
28. The Tenderers are required to give an undertaking in writing in Annexure II that they have visited the site, have read the conditions of the Tender paper and fully abide to the completion period etc.
29. ठेके की अवधि के दौरान आने वाले तक्रार के लिये मुख्य विद्युत इंजीनियर कोंकण रेलवे कॉर्पोरेशन लिमिटेड का निर्णय अंतिम एवं बंधनकारी होगा.
29. Disputes if any that may arise during the currency of the contract, the decision of CEE/KRCL will be final and binding.

निविदादाता/ठेकेदार का हस्ताक्षर
Signature of Tenderer(s)

मुहर
Seal

कृते कोंकण रेलवे कॉर्पोरेशन लिमिटेड
For KOKAN RAILWAY CORPORATION LTD.

कोंकण रेलवे कॉर्पोरेशन लिमिटेड
(भारत सरकार का उपक्रम)
KONKAN RAILWAY CORPORATION LIMITED
(A Government of India Undertaking)

कार्य के लिये मात्रा की सूची
QUANTITY SCHEDULE FOR THE WORK

कार्य का क्षेत्र
SCOPE OF WORK

The scope of this work incorporates:

DG POWER SUPPLY ARRANGEMENT TO UPCL SITE OFFICE AND ORH AT UDUPI.

1. Supply of 50 sqmm under ground power cable 1.1KV grade 3.5 core heavy duty with stranded aluminium conductor, PVC insulated, laid up, bedded with wrapped PVC tape, inner sheath, galvanized single flat steel strip armoured & heavy duty PVC sheathed overall, 1100V grade, conforming to ISS 1554 Part-I, latest.
2. Laying of HT/LT cables up to 95sqmm in under ground including excavation of cable trenches, laying of cable, providing warning covers, refilling & consolidation.
3. Laying of HT/LT cables up to 95sqmm through RCC hume pipes / on support fixed on walls / structures etc. by means of cable clamps.
4. Supply of bricks 225 x 100 x 75mm size.
5. Supply of sand.
6. Supply of CI cable markers.
7. Fixing of cable route marker.
8. Supply of 65mm dia medium class GI pipe.
9. Concreting complete with labour and all materials including shoring and shuttering (1:3:6).
10. Fixing of GI/PVC pipes on the pole for taking cable for termination.
11. Supply of cable gland suitable for 50sqmm 3 ½ core aluminium cable.
12. Supply of aluminium lug suitable for 50 sqmm 3 ½ core aluminium cable.
13. Supply of 125 amps switch fuse unit 3 phase with neutral cat no. ISFENo.4125 of standard make or similar.
14. Fixing & connecting of above switch fuse unit.
15. Supply of 125 amps din type HRC fuse cat No. ISHCD00125 of standard make or similar.

SCHEDULES OF RATES & QUANTITIES

SCHEDULE OF RATES AND QUANTITIES FOR DG POWER SUPPLY ARRANGEMENT TO UPCL SITE OFFICE AND ORH AT UDUPI.

Schedule “A1” (Items covered under KRCL S.R. – JAN 1996) :

Sl. No.	KR.SR. Ref.	Description	Unit	Qty.	Rate	Amount
1.	P5 IIA6	Supply of 50 sqmm under ground power cable 1.1KV grade 3.5 core heavy duty with stranded aluminium conductor, PVC insulated, laid up, bedded with wrapped PVC tape, inner sheeth, galvanized single flat steel strip armoured & heavy duty PVC sheathed overall, 1100V garde, conforming to ISS 1554 Part-I, latest.	Mtr	800	153.00	122400.00
2.	P23 32a	Laying of HT/LT cables up to 95sqmm in under ground including excavation of cable trenches, laying of cable, providing warning covers, refilling & consolidation.	Mtr.	750	30.00	22500.00
3.	P23 32b	Laying of HT/LT cables up to 95sqmm through RCC hume pipes / on support fixed on walls / structures etc. by means of cable clamps.	Mtr,	50	7.00	350.00
4.	P10 IV15	Supply of bricks 225 x 100 x 75mm size.	Nos	3000	01.00	3000.00
5.	P10 IV16	Supply of sand.	CMT	8	300.00	2400.00
6.	P11 19	Supply of CI cable markers	Each	10	75.00	750.00
7.	P23 35	Fixing of cable route marker.	Each	10	15.00	150.00
8.	P7 IIIa7	Supply of 65mm dia medium class GI pipe.	Mtr	24	160.00	3840.00
9.	P10 IV18	Concreting complete with labour and all materials including shoring and shuttering (1:3:6).	Cum	0.5	1450.00	725.00
10.	P22 29	Fixing of GI/PVC pipes on the pole for taking cable for termination.	Mtr	24	10.00	240.00

Total for Schedule “A1” Rs.156355.00

Percentage above / below / at par in figure :

Percentage above / below / at par in words :

Total cost of work in figure :

Total cost of work in words :

Note :

1. The quantities may vary +/- 25%.
2. Tenderer are required to quote only one percentage (above / below / at par) for the above schedule "A1" for covering all the items.
3. The rate quoted shall be inclusive of all taxes (excluding service tax) , work contract tax etc.), duties & transportation charges (unless mentioned separately).
4. Any other items required during execution of work, not included in the above schedule of rates and quantities but available in KRCL S.R. JAN 1996 will be operated at the same percentage rate quoted by the contractor.

Schedule “B1” (Non S.R. items) :

Sl. No.	KR.SR. Ref.	Description	Unit	Qty.	Rate	Amount
1.	NS	Supply of cable gland suitable for 50sqmm 3 ½ core aluminium cable.	Each	06		
2.	NS	Supply of aluminium lug suitable for 50 sqmm 3 ½ core aluminium cable.	Each	24		
3.	NS	Supply of 125 amps switch fuse unit 3 phase with neutral cat no. ISFENo.4125 of standard make or similar.	Each	01		
4.	NS	Fixing & connecting of above switch fuse unit.	Each	01		
5.	NS	Supply of 125 amps din type HRC fuse cat No. ISHCD00125 of standard make or similar.	Each	03		

Total for Schedule ”B1” :- Rs.

Total cost of work in figure :

Total cost of work in words :

Grand total : Schedule “A1” + Schedule “B1”

Note :

1. The quantities may vary +/- 25%.
2. Tenderer are required to quote item wise rates for the above schedule “B1” for covering all the items.
3. The rate quoted shall be inclusive of all taxes (excluding service tax) , work contract tax etc.), duties & transportation charges (unless mentioned separately).

२. मात्रा की भूची में दिया गया कार्य कोंकण रेलवे कॉर्पोरेशन लिमिटेड की दरों की भूची में उल्लेखित नहीं किया गया है लेकिन कार्य क्षेत्र में शामिल हैं. इस भूची के अन्तर्गत ठेकेदार प्रत्येक मद पर मदवार दर लिखेगा. इनके अतिरिक्त मद, जो इन दरों की भूची में उल्लेखित नहीं किया गया है लेकिन कार्य के अंतोषजनक समापन के लिये अनिवार्य माना जाता है, वह भी ठेकेदार द्वारा, पर्याप्त तर्क के साथ दरों की भूची में शामिल किया जा सकता है.
2. The Quantity Schedule consist of schedules of work which are not indicated in KRCL's Schedule of rates but included in scope of work. The Contractor shall quote only one percentage (above / below / at par) for the above schedule "A1" and item wise rates for Schedule "B1 for covering all the items, under this schedule. Any other item not included in the above schedule of Rates but considered necessary for satisfactory completion of the work, may also be quoted with due justification.
3. समापन अवधि: ४५ दिन
3. **COMPLETION PERIOD: 45 days**

अध्याय - 4
CHAPTER - IV
अनुलग्नक - 1
Annexure - I
कार्यों के लिये अनुबंध
AGREEMENT FOR WORKS

1. ठेका अनुबंध क्र. _____ दि. _____ अनुबंध के अनुच्छेद _____ दिन _____ को एक तरफ निगम के परिसर क्षेत्रीय विद्युत इंजीनियर कोंकण रेलवे कॉर्पोरेशन लिमिटेड कारवार के ज़रिये जिसे कोंकण रेलवे कॉर्पोरेशन लिमिटेड कहा जाता है और दूसरी ओर _____ जिसे एतद्वारा ठेकेदार कहा गया है के बीच बनाया गया है.

1. CONTRACT AGREEMENT NO. _____ DATED _____ ARTICLES OF AGREEMENT MADE THIS _____ day of 20____ between the Konkan Railway Corporation Limited, acting through the Sr.Regional Electrical Engineer, (KRCL) Karwar of the Corporation hereinafter called the Konkan Railway Corporation Ltd. on the one part and _____ hereinafter called "Contractor" of the other Part.

2. जहाँकि ठेकेदार का संलग्न भूची में दिये गये कार्य:

निगम के निर्देशन में ठेके की सामान्य शर्तें व विशेष शर्तें व निर्देशन के अनुपालन में कुछ हो तो और संलग्न आदेश के अनुपालन के अन्तर्गत निष्पादन के लिये निगम के साथ समझौता हुआ है और जहाँकि इस प्रकार के कार्य का निष्पादन एक ऐसा कार्य है जो आम जनता से संबंधित है.

2. WHEREAS the Contractor has agreed with the. Corporation for the performance of the Works

set forth in the Schedule hereto annexed upon & In conformity with the General Conditions of Contract the specification of the Corporation and Special Conditions and specifications. if any and in conformity with the drawings hereunto annexed AND WHEREAS the performance of the said works is an act in which the public are Interested.

3. और जहाँकि ठेकेदार ने खराना रकम के रूप में रु -----/- जमा किये हैं और जहाँकि उक्त रु --/- खराना रकम के समजन के पश्चात सुरक्षित जमा की शेष रकम जिसका ठेकेदार ने भुगतान किया है ठेकेदार के कहने पर रनिंग बिल के 10% मूल्य पर वसूला जाएगा जब तक कि रु _____ की सुरक्षित जमा की पूर्ण राशि वसूल नहीं हो जाती.

3. AND WHEREAS the Contractor has deposited a sum of Rs. _____ towards the earnest money AND WHEREAS the balance of Security Deposit after adjustment of the said Earnest money of Rs. _____ originally paid by the contractor is, at the instance of the contractor recovered at 10% of the value of, the funding bill till all amount of security deposit of Rs. _____ is fully recovered.

4. अब यह अनुबंध साक्षी देता है कि निगम द्वारा भुगतान की जाने वाली रकम पर विचार करने पर ठेकेदार उक्त भूची में दिये गये कार्य का विधिपूर्वक निष्पादन करेगा और इसे अतिशीघ्र ध्यानपूर्वक व यथार्थता से निगम की संतुष्टि के लिये कारीगर के तरीके से करेगा और ठेके की सामान्य शर्तें व

विशेष शर्तें विनिर्देशन और आरेख के अनुसार _____ वर्ष के _____ दिन या इससे पहले पूरा करेगा और वह उक्त कार्य की समाप्ति की प्रमाणित तिथि से _____ महीनों के लिये उक्त कार्य का अनुसंधान करेगा और उक्त पर उल्लेखित सभी शर्तों का अनुपालन व आपूर्ति करेगा जिसे इस ठेके के एक भाग के रूप में माना जाएगा जैसे कि इसे पूरी तरह लिखा गया हो और यदि उपर दिये गये अनुसार ठेकेदार उक्त कार्य को विधिवत करता है और उक्त शर्तों व निबंधनों का अनुपालन करते हुए इसे बनाये रखता है निगम उक्त कार्य की समाप्ति की अंतिम चरण पर भूमी में उल्लेखित दरों पर देय रकम ठेकेदार को भुगतान करेगा या भुगतान करने का कारण बनेगा।

4. NOW THIS INDENTURE WITNESSETH that In consideration of the payment to be made by the Corporation, the Contractor will duly perform the said works in the said Schedules set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Corporation and will complete the same in accordance with the said specifications and drawings of conditions of contract on or before the _____ day of _____ 20____ and will maintain the said work for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same has been fully setforth herein), AND the Corporation both hereby agree that If the contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Corporation will pay or cause to be paid to the Contractor for the said works on the final, completion thereof the amount due In respect thereof at the rates shown In Schedule.
5. एतद्वारा सहमत होकर यह घोषणा की जाती है कि उक्त विनिर्देशन के सभी प्रावधान ठेके की शर्तें जिन्हें ठेकेदार ने ध्यानपूर्वक पढ़कर समझ लिया है और यह ठेकेदार व निगम पर आध्य होगा जैसे कि दो दोहराया गया है और इन्हें कागजात के एक भाग के रूप में पढ़ा जाएगा.
5. It is hereby agreed and declared that ail the provisions of the said specifications, conditions of contract which have been carefully read and understood by the contractor and shall be binding upon the contractor and the Corporation as if the same had been repeat herein and shall be read it as part of these presents.
6. अनुसन्ध पर मुद्रांक शुल्क का खर्च निगम द्वारा वहन किया जाएगा.
6. The cost of Stamp Duty on the agreement shall be borne by the Corporation.
7. अनुवाद व्याख्या पर विवाद की स्थिति में अंग्रेजी विवरण सर्वाधिक मान्य होगा.
7. English version shall prevail in case of dispute on translation / interpretation.

ठेकेदार का हस्ताक्षर

हस्ताक्षर

Signature of Contractor:

Signature:

दिनांक _____ पदनाम

पता _____

Address _____

कोंकण रेलवे कॉर्पोरेशन लिमिटेड
के लिये व की ओर से
For & On behalf of
KOKAN RAILWAY CORPORATION LTD.

दिनांक Date: _____

साक्षी का हस्ताक्षर एवं पता

Signature of Witness with address:

1 हस्ताक्षर _____
1. Signature :

नाम Name _____
(नाम अडे अक्षरों में)
(Name in Block CAPITAL)

पता _____
Address _____

2 हस्ताक्षर _____
2. Signature :

नाम Name _____
(नाम अडे अक्षरों में)
(Name in Block CAPITAL)

पता _____
Address _____

कोंकण रेलवे कॉर्पोरेशन लिमिटेड

KONKAN RAILWAY CORPORATION LTD.

निविदा फार्म
TENDER FORM

प्रेषक: _____

From: _____

प्रति To,

परिष्ठ क्षेत्रीय विद्युत इंजीनियर
कोंकण रेलवे कॉर्पोरेशन लिमिटेड
कारवार.

Senior Regional Electrical Engineer,
Konkan Railway Corporation Ltd.
Karwar

प्रिय महोदय

Dear Sir,

संदर्भ : _____ की आपूर्ति स्थापना के लिये निविदा
Ref: Tender for _____

- कार्यस्थल का निरीक्षण करने पर कार्यस्थल पर परिस्थितियों से परिचित होकर नकशे व विनिर्देशन और मात्राओं की बिल भूची को जाँच कर मैं हम मात्रा दरों की भूची में उल्लेखित विभिन्न मदों के कार्य के निष्पादन के लिये प्रस्तुत हैं.
- Having Visited the site of work, got acquainted with site conditions, examined the plans, specifications and bill/schedule of quantities, I/we hereby offer to execute the various Items of work in Schedule of quantities/Rates as specified in.
- मैंने हमने _____ एतद्वारा संलग्न निविदा की शर्तों को पढ़ लिया है और इस प्रकार की शर्तों का अनुपालन करने के लिये सहमत हूँ. मैंने हमने कोंकण रेलवे के सामग्री के लिये ठेके की सामान्य शर्तें व विनिर्देशन का अनुपालन किया है और मैं हम पूरी तरह जानते हैं कि मेरी हमारी निविदा स्वीकृत होने पर मुझे हमें उपरोक्त ठेके की आधार शर्तें और निविदा कागजातों के साथ संलग्न निविदा की विशेष शर्तों के साथ निविदा का पूर्ण अनुपालन करना होगा. निविदा कागजातों के साथ संलग्न निविदा के पृष्ठ _____ पर संलग्न भूची भूचियों के संबंध में मेरे हमारे द्वारा दिये गये दरों पर कार्य को करने का प्रस्ताव रखा है और स्वीकृति पत्र जारी करने की तारीख से _____ दिनों में _____ तारीख को कार्य समाप्त करने के लिये मैं हम आग्रह हैं.
- I/We _____, have read the conditions of tender attached hereto and agree to abide by such condition. I/we have pursued the General Conditions of Contract and specification for Materials _____ of the Konkan Railway and that I/we am/are fully aware that I/We have to perform the contract if my/our tender is accepted Subject to the General Conditions of Contract aforesaid and also subject to any special-Conditions that have been attached In the tender Conditions that have been attached In the tender Documents. I/we offer to do the work at the rates quoted by me/us in respect of Schedule(s) attached in the tender documents. I/we offer to do work at the rates quoted by me/us in respect of schedule (s) attached at Page(s) _____ and hereby bind myself/our selves to complete the work In _____ days from the, _____ date of issue of letter of Acceptance.

निविदा की स्वीकृति

ACCEPTANCE OF TENDER

मैं निविदा को स्वीकृत करता हूँ और इस निविदा के साथ संलग्न सूची सूचियों में उल्लेखित दरों के भुगतान के लिये सहमत हूँ.

I accept the tender and agree to pay the rates as entered in the Schedule(s) attached to this tender.

हस्ताक्षर :-----

Signature:

प्रमुख क्षेत्रीय विद्युत इंजीनियर

Senior Regional Electrical Engineer

कोंकण रेलवे कॉर्पोरेशन लिमिटेड

के लिये की ओर से

For & on Behalf of

KONKAN RAILWAY CORPORATION LTD.

अनुलग्नक - 3
ANNEXURE- III
गारंटी बन्ध पत्र
GUARANTEE BOND

(लेखे पर भुगतान के लिये)
(For On Account Payments)

- 1। कोंकण रेलवे कॉर्पोरेशन लिमिटेड (जिसे एतद्वारा निगम कहा गया है) ने _____ के _____ रूप में _____ (जिसे एतद्वारा ठेकेदार कहा गया है) को रु _____ का भुगतान करने हेतु सहमत होने पर, इस पर विचार करते हुए अनुबन्ध क्रमांक _____ दि: _____ की शर्तों व निबन्धनों के अन्तर्गत उक्त दो पार्टियों के बीच बनाया गया है (जिसे एतद्वारा अनुबन्ध कहा गया है) समानार्थी रकम अर्थात् रु _____ के लिये बैंक गारंटी प्रस्तुत करने पर हम _____ (बैंक) (जिसे एतद्वारा बैंक कहा गया है) मेसर्स _____ के अनुरोध पर रु _____ तक की रकम निगम को उक्त अनुबन्ध में अमूर्ति किन्ही शर्त व निबन्धन का उक्त ठेकेदार द्वारा भंग किये जाने के कारण निगम को या उसके द्वारा उठाई गई या उठाई जाने वाली हानि या नुकसान के विरुद्ध निगम को अधिकतम रु _____ की रकम का भंडाय करने का वचन देते हैं.
1. In consideration of the Konkan Railway Corporation Ltd., (herein called the Corporation) having agreed to make a payment of Rs. _____ as _____ to M/s. _____ (herein after called the Corporation), under the terms and conditions of Agreement No _____ date _____ made between the said two parties, (hereinafter called the said Agreement) on production of a Bank Guarantee for an equal amount, viz. _____ we _____ (Bank) (hereinafter referred to as "the Bank), at the request of M/s. _____, do hereby undertake to pay the corporation against amount not exceeding Rs. _____ against any loss/or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) of any of the terms or conditions contained In the said Agreement.
- 2। मैं/हम _____ (बैंक), निगम द्वारा यह कथन करते हुए मॉग किये जाने पर कि उक्त अनुबन्ध में अमूर्ति किन्ही शर्त व निबन्धन का उक्त ठेकेदार द्वारा भंग किये जाने के कारण या उक्त अनुबन्ध के अनुपालन में असफल होने के कारण निगम को या उसके द्वारा उठाई गई या उठाई जाने वाली हानि या नुकसान के लिये इस गारंटी के अधीन शोध्य और देय रकम की अदायगी निगम को किन्ही भी आपत्ति के बिना करने का वचन देते हैं. यदि बैंक से ऐसी कोई मॉग की जाती है तो वह इस प्रत्याभूति के अधीन बैंक से शोध्य और उभे देय रकम के संबंध में निर्णायक होगी अपितु इस प्रत्याभूति के अधीन हमारा दायित्व रु _____ तक ही सीमित है.
2. I/We, _____ (bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the corporation by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
- 3। किन्ही न्यायालय या अधिकरण के समक्ष/ लिखित तत्संबंधी किन्ही याद या कार्यवाही में ठेकेदार द्वारा उठाये गये किन्ही विवाद के आवजूद, निगम द्वारा मॉग की गई रकम की अदायगी के लिये मैं/हम वचनबद्ध हैं. इस अनुबंध के अधीन हमारा दायित्व सम्पूर्ण एवं आत्यन्तिक है.

3. I/We, undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor (s) in any suit or proceeding pending before any court Tribunal relating thereto, our liability under this present being absolute and unequivocal.
- 4। मैं/हम _____ (बैंक) यह भी कबारा करते हैं कि इसमें अन्तर्लिखित प्रत्याभूति इस अवधि के दौरान पूर्णतः प्रवृत्त और लागू रहेगी जो उक्त कबारा के निष्पादन में लगती है और यह तब तक बना रहेगा जब तक उक्त अनुबंध के अधीन या उसके कारण निगम को शोध्य सभी रकमों का पूर्णतः भुगतान नहीं कर दिया जाता और उनके ढावों की तुष्टि या उन्मोचन नहीं कर दिया जाता अथवा जब तक कि _____ (निगम कार्यालय) यह प्रमाणित नहीं कर देता कि ठेकेदार ने उक्त अनुबंध की शर्तों व निबंधनों का पूर्णतः और उचित रूप से पालन किया है और तदनुसार प्रत्याभूति को उन्मोचित नहीं कर देता. यदि हमसे हमारे पिरुद्ध इस प्रत्याभूति के अधीन कोई लिखित मांग या ढावा _____ तारीख को या उसके पूर्व नहीं दिया जाता है तत्पश्चात हम इस प्रत्याभूति के अधीन सभी ढायित्वों से मुक्त हो जाएंगे.
4. I/We _____ (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office of Corporation) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharge from all liability under this guarantee thereafter.
- 5। ठेके की अवधि को बढ़ाये जाने पर और ठेकेदार द्वारा इस गारंटी की वैधता को ठेके की अवधि तक आवरण करने के लिये अभिसमर्थ होने पर इस गारंटी के अधीन बैंक द्वारा शोध्य और देय रकम के संबंध में अवधि पर की वैधता निर्णायक हो सकती है और अगर ठेकेदार वैधता को नहीं बढ़ाता है तो बैंक निगम को यह रकम भुगतान करेगा.
5. In the event of the period of contract being extended and the contractor fails to extend the validity of this Guarantee for a further period to cover the extended period of contract the validity of this bond can be conclusive as regards the amount due and payable by the bank under this Guarantee unless the Contractor extends the validity and Bank shall pay the amount forthwith to the Corporation.
- 6। मैं/हम _____ (बैंक) यह भी कबारा करते हैं कि निगम को हमारी सहमति के बिना और इस प्रत्याभूति के अधीन हमारी आध्यताओं पर किसी भी प्रकार कोई भी प्रभाव डाले बिना, उक्त अनुबंध के किसी भी निबंधन और शर्त में परिवर्तन करने का, उक्त ठेकेदार द्वारा निष्पादन के समय में समय समय पर पृष्टि करने का, उक्त ठेकेदार के पिरुद्ध निगम द्वारा प्रयोग की जाने वाली किसी भी शक्ति का किसी अवधि के लिये या समय समय पर मुलतवी करने और उक्त अनुबंध से संबंधित किसी भी निबंधन और शर्त को प्रवृत्त करने या उसके प्रवर्तन रहने के लिये निगम अप्रतंत्र है तथा हम इस कारण अपने ढायित्व से उन्मोचित नहीं होंगे कि ऐसा कोई परिवर्तन किया गया है या उक्त ठेकेदार द्वारा कार्य निष्पादन के समय में प्रस्ताव किया गया है या निगम की ओर से कोई प्रवर्तित कार्य या लोप किया गया है या उक्त ठेकेदार के प्रति निगम द्वारा कोई उदाहरता अवती गई है या ऐसी कोई बात या कार्य किया गया है जिसके परिणाम स्वरूप प्रतिमुखों से संबंधित विधि के अधीन देय से, यदि यह उपलब्ध नहीं किया गया होता, तो हम उन्मोचित हो जाते.
6. I/We _____ (Bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without effecting in any manner our obligations here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Corporation or any indulgence by the

Corporation to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 7। हम _____ (बैंक) यह भी उत्तरदायित्व लेते हैं कि जब कभी इस अनुबंध के अधीन या इस ठेकेदार द्वारा निगम के क्षेत्राधिकार के अन्तर्गत किसी अन्य अनुबंध के अधीन किसी भी गलती के कारण उत्पन्न हुए दावे का बिना शर्त भुगतान करेंगे। निगम द्वारा की गई मांग हम पर पूर्णतः आध्यकारी होगी और ठेकेदार के पास इस प्रकार के भुगतान के लिये हमारे विरुद्ध दावा नहीं होगा।
7. We _____ (Bank) also undertake to pay unconditionally whenever any claim or claims for payment of a sum or sums of money arise/arises out of or under this said agreement or any other contracts/agreements entered into by the said contractor within the jurisdiction of the corporation on account of any default whatsoever by the contractor. The demand so made by the Corporation will be fully binding on us and the contractor shall have no claim against us for making such payments.
- 8। ठेकेदार अथवा बैंक के गठन में परिवर्तन से यह गारंटी उन्मोचित नहीं होगी।
8. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 9। अन्त में मैं/हम _____ (बैंक) यद्यनखुद हैं कि उक्त अनुबंध की अवधि के दौरान निगम की लिखित पूर्ण अनुमति के बिना इस प्रत्याभूति को प्रतिरहित नहीं करेंगे।
9. I/We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Corporation in writing.
- 10। इस अनुच्छेद में किसी अन्य बात के होने के बावजूद हमारा उत्तरदायित्व रु _____ (रु) से अधिक नहीं होगा और दिनांक _____ को यह प्रत्याभूति समाप्त होगी अगर इस बीच इस गारंटी की समाप्ति की तारीख तक या इससे पहले कोई मांग या दावा नहीं किया जाता। समाप्ति की तारीख बाद हम इस गारंटी के अधीन हमारे सभी उत्तरदायित्वों से उन्मोचित हो जाते हैं।
10. Not withstanding anything contained herein before our liability shall not exceed Rs. _____ () and expires on dt. _____ unless a demand or claim under this guarantee is made on us by or before the date of expiry. We shall be discharged from all the liability under this guarantee' after expiry date.

तारीख _____ दिन _____ 200 कृते _____ (बैंक)
Dated _____ Day _____ of _____ 200 for _____ (Bank)

प्रत्याभूति बन्धपत्र
GUARANTEE BOND

(सुरक्षित जमा के लिये)
(For Security Deposit)

- 1। कोंकण रेलवे कॉर्पोरेशन लिमिटेड (जिसे मेसर्स के आर बी एल कहा गया है) और मेसर्स _____ (जिसे एतद्वारा ठेकेदार कहा गया है) के बीच तारीख _____ को हुए अनुबन्ध में अन्तर्विष्ट शर्तों व निबन्धनों का उक्त ठेकेदार द्वारा सम्यक अनुपालन के लिये उक्त अनुबन्ध की शर्तों व निबन्धनों के अधीन प्रतिभूति निक्षेप की मांग से छूट देने के लिये निगम के सहमत हो जाने के प्रतिफल स्वरूप हम _____ (जिसे इसमें बैंक कहा गया है) मेसर्स _____ (ठेकेदार) के अनुसंधान पर, उक्त अनुबन्ध में अन्तर्विष्ट शर्तों व निबन्धनों का उक्त ठेकेदार द्वारा भंग किये जाने के कारण कोंकण रेलवे कॉर्पोरेशन लिमिटेड को हुई या इसके द्वारा उठाई गई अथवा संभावित होने वाली या उठाई जाने वाली हानि या नुकसान के निरुद्ध निगम को अधिकतम रु _____ की रकम का भंडाई करने का पचन देते हैं।
1. In consideration of the Konkan Railway Corporation Ltd., (herein called "M/s. KRCL") having agreed to exempt _____ (herein after called the "Corporation(s)") from the demand, under the terms and conditions of an Agreement dated made _____ between _____ and _____ for _____ (hereinafter called "the said Agreement" or security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained In the said Agreement, on production of Bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ (Indicate the name of the bank) (hereinafter referred to as "the Bank") at the request of contractor(s) do hereby undertake to pay to M/s.KRCL an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by M/I.KRCL by reason of any breach of the said contractor(I) of any of the terms or conditions contained In the said Agreement,
- 2। कोंकण रेलवे कॉर्पोरेशन लिमिटेड द्वारा इस कथन के साथ मांग किये जाने पर कि उक्त अनुबन्ध में अन्तर्विष्ट शर्तों व निबन्धनों का उक्त ठेकेदार द्वारा भंग किये जाने के कारण या उक्त ठेकेदार द्वारा उक्त अनुबन्ध के पालन में असफल रहने के कारण या उठाई गई अथवा संभावित उठाई जाने वाली हानि या नुकसान के लिये शोध्य रकम का ही दावा किया गया है, हम _____ (बैंक) इस प्रत्याभूति के अधीन शोध्य और देय रकमों की अदायगी कोई आपत्ति किये बिना करने का पचन देते हैं. यदि बैंक से ऐसी कोई मांग की जाती है तो वह इस प्रत्याभूति के अधीन बैंक से शोध्य और देय रकम के संबंध में निर्णायक होगी किन्तु इस प्रत्याभूति के अधीन हमारा दायित्व रु _____ तक सीमित है।
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from M/s. KRCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by M/s. KRCL by reason of breach by the said contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
- 3 इस बात के बावजूद कि किसी न्यायालय या अधिकरण के समक्ष लंबित तत्संबंधी किसी कार्यवाही में ठेकेदार/प्रदायकर्ता द्वारा कोई विवाद उठाया गया है, हम कोंकण रेलवे कॉर्पोरेशन लिमिटेड को इस प्रकार मांग की गई किसी रकम का भंडाई करने का पचन देते हैं. इस अनुबन्ध के अधीन हमारा दायित्व आत्यन्तिक और निश्चित है. इस बंधपत्र के अधीन भंडाई के लिये हमारे दायित्व का

विधिमान्य उन्मोचन होगा और ठेकेदार प्रदायकर्ता को ऐसा भंडाय करने के लिये हमारे विरुद्ध कोई दावा नहीं होगा.

3. We undertake to pay to M/s. KRCL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) any suit or proceeding before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.

- 4। हम _____ (बैंक का नाम) यह भी स्वीकार करते हैं कि इसमें अन्तर्निहित प्रत्याभूति इस अनुबंध की अवधि के दौरान पूर्णतः प्रवृत्त एवं जलशील रहेगी जो उक्त अनुबंध के निष्पादन में लगती है और यह तब तक प्रवर्तनीय बनी रहेगी जब तक कि उक्त अनुबंध के अधीन या उसके कारण कौंकण रेलवे को शोध्य सभी रकमों का पूर्ण भंडाय नहीं कर दिया जाता और उसके दावों की तृप्ति या उन्मोचन नहीं कर दिया जाता अथवा जब तक कि कौंकण रेलवे कॉर्पोरेशन लिमिटेड द्वारा यह प्रमाणित नहीं कर दिया जाता कि उक्त ठेकेदार ने उक्त अनुबंध के निष्पन्न होने पर शर्तों का पूर्णतः और उचित रूप से पालन कर दिया है और तदनुसार उन्मोचित नहीं कर दिया जाता. यदि हमसे हमारे विरुद्ध इस प्रत्याभूति के अधीन कोई लिखित मांग या दावा दिनांक _____ तक या इससे पूर्व नहीं किया जाता है तो तदपश्चात् हम इस प्रत्याभूति के अधीन सभी दायित्वों से उन्मोचित हो जाएंगे.

4. We, _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of M/s. KRCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till M/s. KRCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this guarantee thereafter.

- 5। हम _____ (बैंक का नाम) यह भी स्वीकार करते हैं कि मेसर्स कौंकण रेलवे कॉर्पोरेशन लिमिटेड हमारी सहमति के बिना और इस प्रत्याभूति के अधीन हमारी आध्यताओं पर किसी भी रूप में कोई भी प्रभाव डाले बिना उक्त अनुबंध के किसी भी निष्पन्न और शर्त में परिवर्तन करने या उक्त ठेकेदार द्वारा निष्पादन के समय में समय समय पर वृद्धि करने या उक्त ठेकेदार के प्रति कौंकण रेलवे कॉर्पोरेशन लिमिटेड द्वारा कोई उदाहरता खरती गई है या ऐसी कोई भी बात या कार्य किया गया है जिसके परिणाम स्वरूप प्रतिमुखों से संबंधित विधि के अधीन यदि यह उपलब्ध न हो तो उक्त ठेकेदार के विरुद्ध कौंकण रेलवे कॉर्पोरेशन लिमिटेड द्वारा प्रयोग की जाने वाली किसी शक्ति को किसी समय के लिये समय समय पर मुलतवी करने और उक्त अनुबंध के किसी भी निष्पन्न और शर्त को प्रवृत्त करने या उसके परिवर्तन करने के लिये अप्रतंत्र है और हम इस कारण अपने दायित्वों से उन्मोचित नहीं होंगे कि ऐसा कोई परिवर्तन किया गया है या उक्त ठेकेदार द्वारा कार्य निष्पादन के समय में विस्तार स्वीकार किया गया है या कौंकण रेलवे की ओर से कोई परिवर्तित कार्य या लोप किया गया है या उक्त ठेकेदार के प्रति कौंकण रेलवे कॉर्पोरेशन लिमिटेड द्वारा कोई उदाहरता खरती गई है या ऐसी कोई भी बात या कार्य किया गया है जिसके परिणाम स्वरूप प्रतिमुखों से संबंधित विधि के अधीन यदि यह उपबंधन किया गया होता तो, उन्मोचित हो जाते.

5. We, _____ (indicate the name of the bank) further agree that M/s. KRCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement, or to extend time of performance by the said contractor(s) from time to time or postpone for any time or from time to time any of the powers exercisable by M/s. KRCL against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of M/s. KRCL to the said contractor(s) or by any such matter or thing whatsoever which. under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6। ठेकेदार/ प्रदायकर्ता या बैंक के गठन में कोई परिवर्तन होने से यह प्रत्याभूति उन्मोचित नहीं होगी.
6. This guarantee will not be discharged, due to the change in the constitution of the Bank or the contractor(s)/supplier(s).
- 7 अंततः हम _____ (बैंक का नाम) यह भी पचन देते हैं कि हम मेसर्स कोंकण रेलवे कॉर्पोरेशन लिमिटेड की लिखित पूर्ण सहमति के बिना इस प्रत्याभूति को उसके कार्यकाल के दौरान प्रतिबंधित नहीं करेंगे.
7. We _____ (Indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of M/s. KRCL in writing.

तारीख _____ दिन _____ 200 _____ कृते _____ (बैंक)
 Dated _____ Day _____ of _____ 200 _____ for _____ (Bank)

SPECIAL CONDITIONS **OF CONTRACT**

SPECIAL CONDITION OF CONTRACT

1. General conditions of contract of Konkan Railway Corporation Ltd. as amended from time to time are applicable for this contract.
2. This contract relates to “**Extending DG power supply arrangement to UPCL site office At ORH, Udupi.**”. as per scope of work given in the tender document. The tenderers are advised to make themselves thoroughly conversant with the prevalent site conditions before submitting their offers.
3. The sites may be inspected on any working day with the prior appointment with Sr.REE, KRCL, Karwar or his representative.
4. Sr.REE/REE/AEE, KRCL, Karwar shall be field officer for execution of work and Sr.RAO, KRCL, Karwar shall be the accounts officer for payments towards this work.
5. The work shall be carried out in a programmed manner in consultation with and under the supervision of the AEE/SSE(E)/ SE(E)/ JEE in-charge of the concerned section/depot. AEE is the officer nominated for verification of the contractors bill for payment.
1. The work shall be completed within 45 days :
7. All the materials / equipment to be supplied by the contractor shall be of very high quality conforming to relevant and latest specifications whether specified in the tender schedule or not. These materials / equipment shall be of approved makes as specified and no deviation shall be permitted.
8. Any other item not included in the scope of work but which is required for satisfactory execution of the work shall also be included with due justification.
9. All the work shall be executed by properly trained, skilled artisans under the supervision of qualified supervisors or engineers.
10. The rates quoted shall be inclusive of all taxes, duties, transportation charges for transportation of material to site of work, etc. and no variation on any account will be allowed. The income tax and work contract tax at prevailing rates will be deducted at source.
11. The contractor shall quote only one percentage (%) above / at par / below for S. R. items under schedule “A1” & and item wise rates for schedule “B1”. The total cost of the work shall be quoted both in figures and in words. In case of any ambiguity / discrepancy between the two, rates / total cost quoted in words shall prevail.
12. Damages caused, if any, to the existing assets/structure while execution of work shall be made good at no extra cost to Konkan railway.
13. This contract shall also be governed by Indian Electricity Act and Indian Electricity Rules in force.

14. Supply and custody of material:

- 14.1 The Contractor shall be entirely responsible and shall bear all expenses towards loading, transportation, handling and unloading of all material/equipments etc. from source of supply to work site. The KRCL supplied material, if any, required for installation will be issued to the Contractor at sites. The responsibility for any damage during handling and erection of the KRCL supplied material shall, however, lie with the Contractor. The cost of stores lost or damaged when under the custody of the Contractor shall be realised by KRCL.
- 14.2 Security of all materials at the sites where work is in progress till time complete works are taken over by KRCL shall be Contractor's responsibility and the Contractor shall arrange to guard the same by employing own labour/employee or any other agency.

15. Payment Terms:

- 15.1 80% cost of material shall be paid on receipt of material at the work site with production of Bank Guarantee of equivalent amount issued by a Nationalised Bank Or 80% cost of the materials will be paid after their erection at site without production of Bank Guarantee Or 80% cost of materials will be made on production of an indemnity bond and comprehensive insurance cover for an equal amount including loss due to theft, pilferage, fire or any other reasons.
- 15.2 Balance 20% cost of materials, 100% cost of other items and 100% cost of erection would be made on satisfactory completion of the work.
- 15.3 The contractor shall prepare the bill and submit in triplicate for verification and payment. Final Bill for this work shall be prepared & submitted within 3 months of the completion of the work. Late submission of the bill by the contractor shall be viewed harshly & may attract penalties.
- 15.4 The contractor shall also submit his bank account number to facilitate payment through RTGS.
16. This contract shall be governed in all respects by the prevalent laws in India. The Contractor shall also comply with all the labour laws and Rules framed hereunder from time to time.

17 Compliance Certificate of Contractor towards recovery and payment of PF contribution to EPF Authorities:

- 17.1 The Contractor shall be liable to pay before the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees' Provident Fund Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract. In the vent of his failure to follow the above provisions, the Corporation has to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due and payable to the Contractor.
- 17.2 In such case of failure on the part of Contractor, Contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reason of any act or omission of the Contractor, his

agents or employees in connection with complying the provisions of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 as amended from time to time. All sums payable by way of compensation / penalty / damages / interest on the outstanding amounts payable by the Contractor, shall be considered as reasonable and be payable by the Contractor to the Corporation immediately and if the Contractor does not pay the amount immediately the same will be deducted from the security deposit or earnest money or any other amount available with the Corporation or any moneys payable to the Contractor by the Corporation.

- 17.3 Contractor shall submit a compliance certificate (**Annexure - A**) along with the details of employees and recoveries made to the Konkan Railway Corporation as per the proforma mentioned hereunder every month within seven days of the close of every month as per the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 as amended from time to time.
18. The Contractor shall furnish firm's PAN No. for this office record concerning Income Tax Clearance. Deduction of TDS at prevailing rates shall be made under relevant section of Income Tax Act.

ANNEXURE –“A”

COMPLIANCE CERTIFICATE

We , Contractors of Konkan Railway Corporation Limited do hereby certify that we have complied all the provisions of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952 in respect of employees employed by or through us. We are enclosing herewith statement showing the recoveries of contributions in respect of employees employed by us u/s 36(b) of the Employees' Provident Fund Scheme, 1952 towards Provident Fund and section 22 of the Employees' Pension Scheme, 1995 towards Pension Fund for the month of and deposited the same with PF authorities.

Our Provident Fund Account Number is

Place : Signature of the contractor

Date : Seal

LIST OF APPROVED MAKES OF ELECTRICAL MATERIALS

SL.No.	Item	Approved makes
1.	HPSV / HPMV / Flourscent light fittings, chokes & lamps	Phillips / Crompton / GEC / CEMA / Glolite / Illumination / Bajaj / Mysore lamps.
2.	Lamp holder / switches / plug / socket / ceiling roses.	Anchor / Leader / CPL / COP.
3.	MDB / DB / MCB / MCCB / ELCB	L&T / Siemens / MDS / Havells / Hymag / Safeline / Indo.Kop / Crompton / Neptune / HHELCON.
4.	Cables and wires.	CCI / NICCO / ASSIAN / Gloster / Universal / Ajanta / IACL / Imperial / Finolex.
5.	Switch fuse units.	L&T / Crompton / Siemens / CPL / Andrew Yule / C&S.
6.	Ceiling fans / Exhaust fans & Regulators	Bajaj / Usha / Crompton / GEC / Ortem / Khaitan / Orient.
7.	PVC conduits & casing & caping	Asian / Garware / Prestoplast / Percision.
8.	Energy meters	Jaipur / IMP / VE / AE / BHEL.
9.	CT / PT units	Gyro / Zaran.
10.	Modular switches, sockets & other modular items	Roma – Anchor & CPL.
11.	Pumps	Crompton Greaves / Kirloskar / Texmo / PSG / waterman.
12.	High mast	Bajaj / Crompton / United / Philips.

Note : For ISI mark makes other than specified above, prior approval of CEE / Sr.REE / KRCL shall be obtained.

GENERAL CONDITIONS

OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

DEFINITIONS AND INTERPRETATION

1.0 DEFINITIONS

1.1 In these General Conditions of Contract the following terms shall have the meanings hereby assigned to them except where the context otherwise requires:-

- (a) “Corporation” shall mean the Konkan Railway Corporation Ltd., New Delhi, acting through its Chairman & Managing Director or any of the officers of the Corporation authorised to invite tenders and enter into contracts for works on his behalf.
- (b) “Chief Engineer” shall mean the Officer in Charge of the Engineering Department of the Corporation in each Division or District or in the Corporate Office and shall include the Chief Electrical Engineer and Chief Signal & Telecommunication Engineer.
- (c) “Engineer/Engineer-in-Charge” shall mean the Executive Engineer or Divisional/District Engineer in executive charge of the works and shall also include the superior Officers of the Engineering Departments of the Corporation, i.e. the Deputy Chief Engineer/Chief Engineer/Deputy Chief Electrical Engineer/Chief Electrical Engineer/Dy. Chief Signal & Telecommunication Engineer/Chief Signal & Telecommunication Engineer.
- (d) “Engineer’s Representative” shall mean the Assistant Engineer in direct charge of the works and shall include any Inspector of the Civil Engineering, Electrical or Signal & Telecommunication Department of the Corporation.
- (e) “Contractor” shall mean the person, firm or company who enters into contract with the Corporation and shall include their executors, administrators, successors and permitted assigns.
- (f) “Contract” shall mean and include the Agreement or Work Order, the accepted Schedule of Rates, the general conditions of contract, the special conditions of contract if any, the drawings, the specifications, the special specifications if any, and tender forms if any.
- (g) “Work” shall mean the work to be executed in accordance with the contract.
- (h) “Specifications” shall mean the specifications for materials and works of the Central or Southern Railway as the case may be, issued under the authority of the Chief Engineers of the respective Railways, or as amplified, added to or superseded by special specification if any.
- (i) “Drawing” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and any further drawings as may be issued by the Engineer from time to time.
- (j) “Constructional Plant” shall mean all appliance or things or whatsoever nature required for the execution, completion or maintenance of the work or temporary work (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.

- (k) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion or maintenance of works.
- (l) "Site" shall mean the land and other places on, under, in or through which the works are carried out and any other lands or places provided by the Corporation for the purposes of the contract.
- (m) "Period of maintenance" shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

1.2 SINGULAR AND PLURAL

Words importing the singular number shall also include the plural and vice versa where the context requires.

1.3 HEADINGS AND MARGINAL HEADINGS

The headings and marginal headings in these general conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or taken into consideration in the interpretation or construction thereof or of the contract.

2.0 GENERAL OBLIGATIONS --EXECUTION, CORRELATION AND INTENT OF CONTRACT DOCUMENTS

The contract documents shall be signed in triplicate by the Corporation and the Contractor. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labour and materials, equipment and transportation necessary for the proper execution of the works. Materials class of the specifications shall not be supplied by the Corporation to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognised standards.

3.0 LAW GOVERNING THE CONTRACT

- 3.1 The contract shall be governed by the law for the time being in force in the Republic of India.

3.2 COMPLIANCE TO REGULATIONS AND BYE – LAWS

The Contractor shall conform to the provision of any statute relating to the works and regulations and by-laws of any local authority and of any water and lighting companies or undertakings with whose system the work is proposed to be connected and shall, before making any variation from the drawings or the specifications that may be necessitated by so conforming, give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received specific instructions from the Engineer in respect thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

4.0 COMMUNICATIONS TO BE IN WRITING

All notices, communications, references and complaints made by the Corporation or its Engineer or the Contractor intese concerning the works shall be in writing, and no notice, communication, reference or complaint not in writing shall be recognised.

5.0 SERVICE OF NOTICE ON CONTRACTOR:

The Contractor shall furnish to the Engineer the name, designation and address of his authorised Agent / Agents and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorised Agent / Agents or left at or posted to the address so given, and shall be deemed to have been so given in the case of posting on the day on which have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.

6.0 OCCUPATION AND USE OF LAND

No land belonging to or in the possession of the Corporation shall be occupied by the Contractor without the permission of the Corporation. The Contractor shall not use, or allow to be used, the site for any purpose other than that of executing the works.

7.0 ASSIGNMENT OR SUBLETTING OF CONTRACT

The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission of the Corporation. Any breach of this condition shall entitle the Corporation to rescind the contract as per clause 61.1 of these conditions and also render the Contractor liable for payment to the Corporation in respect of any loss or damage arising or ensuing from such cancellation. Provided always that execution of the details of the works by petty contract under the direct and personal supervision of the Contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Corporation and shall not relieve the Contractor of any responsibility under the contract.

8.0 STORES ARRANGED BY CORPORATION

Owing to the difficulty in obtaining certain materials (including tools and plant) in the open market, the Corporation may have agreed without any liability therefore, to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid materials, the Contractor shall not be deemed absolved of his own responsibility and his own responsibility and shall keep in touch with the day-to-day position regarding their availability and accordingly adjust the progress of the works including the employment of labour and the Corporation shall not in any way be liable for the supply of materials or for the non-supply thereof for any reasons whatsoever not for any loss or damage arising in consequence of such delay or non-supply.

9.0 JOURNEYS

No expenditure for the conveyance of Contractor's labour or his agents shall be granted by the Corporation and the Contractor should make his own arrangements at his cost. The rate quoted by the Contractor shall be inclusive of all such costs.

10.0 CARRIAGE OF MATERIALS

No payment shall be made by the Corporation for the conveyance of Contractor's materials, tools and plant by rail or road which may be required for use in the works and the Contractor shall bear the entire cost himself for such conveyance and the rate quoted by him shall be deemed to include all such costs and expenses.

11.0 REPRESENTATION ON WORKS

The Contractor shall, when he is not personally present on the site of the works, place and keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer or his representative, and orders given by the Engineer or his representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Corporation to rescind the contract under Clause 61.1 of these conditions.

12.0 RELICS

All gold, silver, oil, other minerals of any description and all precious stones, coins, treasure, relics, antiquities and other similar things which shall be found in or upon the site shall become the property of the Corporation and the Contractor shall duly preserve the same to the satisfaction of the Corporation and shall from time to time deliver the same to such person or persons as the Corporation may appoint to receive the same.

13.0 EXCAVATED MATERIAL:

The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay, ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produce upon the site at the time of delivery of the possession thereof but all such substances, materials buildings and produces shall be the property of the Corporation provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the work either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.

14.0 INDEMNITY

The contractor shall indemnify and save harmless the Corporation from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Corporation by reason of any act or omission of the Contractor, his agents or employees, in the execution of the works or in the guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the Corporation without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

15.0 SECURITY MONEY

15.1 The earnest money deposited by the Contractor with his tender will be retained by the Corporation as part of security for the due and faithful fulfillment of the contract by the Contractor. The balance, if any, to make up this Security Deposit which will be calculated as under may, unless otherwise specified in the special conditions, be deposited by the Contractor in cash in Indian currency or in the form of Government Securities, or may be recovered by percentage deductions from the Contractor's "On Account" bills.

- | | | |
|-------|--|--|
| (i) | For contracts upto
Rupees one lakh in
value | 10 percent of the value of the contract. |
| (ii) | For contracts costing
more than Rupees one
lakh and upto Rupees
two lakhs in value. | 10 percent of the first Rupees one lakh
and 7.1/2 percent of the balance value |
| (iii) | For contract costing
more than Rupees two
lakhs in value. | 10 percent of the first Rupees one lakh,
7.1/2% of next Rupees one lakh and
5 percent of the balance subject to
maximum of Rs.2 lakhs |

Provided also that in case of a defaulting Contractor the Corporation may retain any amount due for payment to the Contractor on the pending "On Account bills" so that the amount or amounts so retained may not exceed the amount required to make up the Security Deposit.

15.2 Security deposit will be refunded after the expiry of the maintenance period as stipulated in the contract.

15.3 FORFEITURE OF SECURITY DEPOSIT

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract the Corporation shall be entitled to recover such sum by appropriating part or whole of the security deposit of the Contractor and to sell any Government Securities etc., forming whole or part of such security. In the event of the security being insufficient, or if so no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the Corporation on demand any balance remaining due.

15.4 INTEREST ON AMOUNTS

No interest will be payable upon the earnest money or the security deposit or amounts payable to the Contractor under the contract, but Government Securities deposited in terms of sub-clause

15.1 above will be repayable with interest accrued thereon as paid by the Government.

16.0 TIME LIMITATION

- 16.1** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the contractor shall fully and finally Complete the whole of the works comprised in the contract (with such modifications as may be directed under Clause 39 of these conditions) by the date entered in the contract provided that if any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as he may consider necessary as soon the cause thereof shall arise and in any case not less than one month before the expiry of the original date fixed for completion of the works.

16.2 DELAYS AND EXTENSION OF TIME

If in the opinion of the Engineer, the progress of work has at any time been delayed by any act or neglect of the Corporation's employees or by any other Contractor employed by the Corporation under clause 19.4 of these conditions or by strikes, lockouts, fire, unusual delay in transportation, exceptionally inclement weather, unavoidable casualties or any causes beyond the Contractor's control and arising otherwise than through the Contractor's own default, or by delay authorised by the Engineer pending arbitration, or by any cause which the Engineer shall decide as justifying the delay then the time of completion of the works may be extended for such reasonable time as the Engineer on behalf of the Corporation may decide.

16.3 EXTENSION OF TIME ON CORPORATION'S ACCOUNT

In the event of any failure or delay by the Corporation to hand over to the Contractor possession of the lands necessary for the execution of the Works or to give the necessary, notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Corporation due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation thereof but in any such case, the Corporation may grant such extension or extensions of the completion date as may be considered reasonable, without increase in rates.

16.4 TIME TO BE OF THE ESSENCE OF THE CONTRACT

The time for completion of the works by the date or extended date fixed for completion shall be deemed to be of the essence of the contract and if the Contractor shall fail to complete the works within the time prescribed, the Corporation shall, if satisfied that the works can be completed by the Contractor within a reasonably short time thereafter be entitled, without prejudice to any other right or remedy available on that behalf to recover by way of ascertained and liquidated damages a sum equivalent to one percent of the contract value of the works for each week or part of the week the Contractor is in default and allow the Contractor such further extension of time as the Engineer may decide. If the Corporation is not satisfied that the works can be completed by the Contractor or in the event of failure on the part of the Contractor to complete the works within the further extension of time allowed as aforesaid the Corporation shall be entitled, without prejudice to any to any other right or remedy available in that behalf, to appropriate the Contractor's security deposit and rescind the contract under clause 61.1 of these conditions whether or not actual damage is caused by such default.

17.0 ILLEGAL GRATIFICATION

Any bribe, commission, gift or advantage given, promised or offered by Contractor or on behalf of the Contractor or his partner, agent or servant or any one on his or on their behalf to any officer, or employee of the Corporation or to any person on his or their behalf in relation to the obtaining or the execution of this or any other contract with the Corporation shall, in addition to any criminal liability which he may incur, subject the Contractor to the rescission of the contract and all other contracts with the Corporation and to the payment of any loss or damage resulting from such rescission, and the Corporation shall be entitled to deduct the amounts so payable from any moneys due to the Contractor under the contract or any other contract with the Corporation. The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employees of the Corporation and if he shall do so the Corporation shall be entitled forthwith to rescind the contract and all other contracts with the Corporation. Any question or dispute as to the commission of any offence or compensation payable to the Corporation under this clause shall be settled by the Chairman and Managing Director of the Corporation in such manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

18.0 EXECUTION OF WORKS ----CONTRACTOR'S UNDERSTANDING

18.1 It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the execution of the works, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the works under the contract.

18.2 The Contractor shall commence the work within 10 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

19.0 COMPLIANCE TO ENGINEER'S INSTRUCTIONS

19.1 The Engineer shall direct the order in which the several parts of the works shall be executed and the Contractor shall execute without delay all orders given by the Engineer from time to time but the Contractor shall not be relieved thereby from responsibility for the performance of the works in all respects.

19.2 ALTERATIONS TO BE AUTHORISED

19.2.1 No alterations in or additions or omission or abandonment of any part of the works shall be deemed authorized except under instructions from the Engineer and the Contractor shall be required to obtain such instructions in each and every case.

19.2.2 The Engineer shall have power (i) to make alterations in, deletions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or admissible during the progress of the work and (ii) to omit a part of the work in case of nonavailability of a portion of the Site, or for, any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing signed by the Engineer and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the works, shall be carried out

by the Contractor or the same conditions in all respects including rates on which he agreed to do the main work.

19.3 EXTRA WORKS

Should works over the above those included in the contract required to be executed at the site, the Contractor shall have not right to be entrusted with the execution of such works which may be carried out by another Contractor or Contractors or by other means at the option of the Corporation.

19.4 SEPARATE CONTRACTS IN CONNECTION WITH WORKS

The Corporation shall have the right to let out other contracts in connection with the works. The Contractor shall afford other Contractors reasonable opportunity for the storage of their materials and the execution of their work and shall properly connect and co-ordinate his work with theirs. If any part of the Contractor's work depends for proper execution or results upon the work of another Contractor, the Contractor shall inspect and promptly report to the Engineer defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute and acceptance of the other Contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

20.0 INSTRUCTIONS OF ENGINEER'S REPRESENTATIVE

Any instructions or approval given by the Engineer's representative to the Contractor in connection with the works shall bind the Contractor as though it has been given by the Engineer provided always as follows :

- (a) Failure of the Engineer's representative to disapprove any work materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the removal or breaking up thereof.
- (b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's representative he shall be entitled to refer the matter to the Engineer who shall thereupon confirm or vary such decision.

21.0 ADHERENCE TO SPECIFICATIONS AND DRAWINGS

21.1 The whole of the works shall be executed in perfect conformity with the specifications and drawings of the contract. If the Contractor performs any work in a manner contrary to the specification or drawings or any of them and without such reference to the Engineer he shall bear all the costs arising or ensuing there from, and shall be responsible for all loss to the Corporation.

21.2 The Contractor shall keep one copy of drawings and specifications at the site, in good order, and such other contract documents as may be necessary, available to the Engineer and his representative.

21.3 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications and copies thereof furnished by the Corporation to the Contractor are deemed to be the property of the Corporation. They shall not be used on other works and with the exception of the signed contract set, shall be returned by the Contractor to the Corporation on completion of the works or termination of the Contract.

21.4 COMPLIANCE WITH CONTRACTOR'S REQUEST FOR DETAILS

The Engineer shall furnish with reasonable promptness, after receipt by him of the Contractor's request for the same, additional instructions, by means of drawings or otherwise, necessary for the proper execution of the works or any part thereof. All such drawings and instructions shall be consistent with the contract documents and reasonably inferable therefrom.

21.5 MEANING AND INTENT OF SPECIFICATION AND DRAWING

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurements of the works, the decision of the Engineer thereon shall be final subject to appeal (within 7 days of such decision being intimated to the Contractor) to the Chief Engineer who shall have the power to correct any errors, omissions or discrepancies in the specifications, drawings, classification of work or materials and whose decision in the matter in dispute or doubt shall be final and conclusive.

22.0 WORK DURING NIGHT

The Contractor shall not carry out any work between sunset and sunrise without the previous permission of the Engineer.

23.0 DAMAGE TO CORPORATION'S PROPERTY OR PRIVATE LIFE AND PROPERTY

The Contractor shall be responsible for all risks to the works for trespass and shall make good at his own expense all loss or damage whether to the works themselves or to any other property of the Corporation or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Corporation and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Corporation shall be called upon to make good any such costs, loss or damages, or to pay compensation, (including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof) to any person or persons sustaining damage as aforesaid by reason of any act, or any negligence or omission on the part of the Contractor the amount of any costs or charges (including costs and charges in connection with legal proceedings), which the Corporation may incur in reference thereto shall be charged to the Contractor. The Corporation shall have the power and right to pay or to defend or compromise any claim or threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor to take such steps as may be considered necessary or desirable toward off or mitigate the effect of such proceedings, charging to the Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the property of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

24.0 SHEDS, STORE-HOUSES AND YARDS

The Contractor shall at his own expense provide himself with sheds, storehouses and yards in such situations and in such numbers as in the opinion of the Engineer is requisite for carrying on the works and the Contractor shall keep at each of such sheds, store-houses and yards a sufficient quantity of materials and plant in stock as not to delay the carrying out of the works with due expedition and the Engineer and his Representative shall have free access to the said sheds, store-houses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand, and any materials

or plant which the Engineer may object to shall not be brought upon or used in the works but shall be forthwith removed from the sheds, store-houses and yards by the Corporation. The Contractor shall at his own expense provide and maintain suitable mortar mills, soaking vats, or any other equipment necessary for the execution of the works.

25.0 PROVISION OF EFFICIENT AND COMPETENT STAFF

The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary direction to his workmen and to see that they execute their work in sound and proper manner and shall employ only such supervisors workmen, and labourers in or about the execution of any of the works as are careful and skilled in their various trades and callings. The Contractor shall at once remove from the works any agent, permitted sub-Contractor, Supervisor, workman or labourer who shall be objected to by the Engineer and, if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him. In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for the proper completion of the works within the time prescribed the Contractor shall forthwith on receiving intimation to this effect take on the additional number of staff and labour specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Corporation to rescind the contract under clause 61.1 of these conditions.

26.0 WORKMANSHIP AND TESTING

26.1 The whole of the works and / or supply of materials specified and provided in the Contractor or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman-like manner with materials of the best and most approved quality of their respective kinds, agreeably to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings as may be found requisite to be given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractor may from time to time receive from the Engineer. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.

26.2 REMOVAL OF IMPROPER WORK AND MATERIALS

The Engineer or his representative shall be entitled to order from time to time:-

- (a) the removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications or drawings;
- (b) the substitution of proper and suitable materials;
- (c) the removal and proper re-execution (notwithstanding any previous tests thereof or "on account" payment therefore) of any work which in respect of materials or workmanship is not in his opinion in accordance with the specifications and in case of default on the part of the Contractor in carrying out such order, the Corporation shall be entitled to rescind the contract under clause 61.1 of these conditions.

27.0 FACILITIES FOR INSPECTION:

The Contractor shall afford the Engineer and his representative every facility for entering in and upon every portion of the work at all hours for the purpose of inspection or otherwise and shall provide all labour, materials, planks, ladders, pumps, appliances and things of every kind required for the purpose and the Engineer and his representative shall at all times have free access to every part of the works and to all places at which materials for the works are stored or are being prepared.

28.0 EXAMINATION OF WORK BEFORE COVERING UP

The Contractor shall give 7 days' notice to the Engineer or his representative whenever any work or materials are intended to be covered up in the earth, in bodies or walls or otherwise to be placed beyond the reach of measurement in order that the work may be inspected or that current dimensions may be taken before being so covered or placed beyond the reach of measurement, in default whereof the same shall at the option of the Engineer or his representative be uncovered and measured at the Contractor's expense, or no allowance shall be made for such work or materials.

29.0 TEMPORARY WORKS

All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost and subject to the consent of the Engineer shall be removed by him at his expense when they are no longer required and in such manner as the Engineer shall direct. In the event of failure on the part of the Contractor to remove the temporary works, the Engineer will cause them to be removed and the cost of such removal as increased by supervision and other incidental charges shall be recovered from the Contractor. If temporary hurts are provided by the Contractor on the land provided by Corporation for labour engaged by him for the execution of the works, the Contractor shall arrange for handing over vacant possession of the said land after the work is completed; if the Contractor's labour refuse to vacate, and have to be ejected by the Corporation, necessary expenses incurred by the Corporation in connection therewith shall be borne by the Contractor.

30.0 CONTRACTOR TO SUPPLY WATER FOR WORKS:

Unless otherwise provided in the contract, the Contractor shall be responsible for the arrangement to obtain the supply of water necessary for the works.

31.0 PROPERTY IN MATERIALS AND PLANT

The materials and plant brought by the Contractor upon the site or on the land occupied by the Contractor in connection with the works and intended to be used for the execution thereof shall immediately, after they are brought upon the site or the said land, be deemed to be the property of the Corporation. Such of them as during the progress of the works are rejected by the Engineer under clause 24 of these conditions or are declared by him not to be needed for the execution of the works or such as on the grant of the certificate of completion remain unused shall immediately on such rejected declaration or grant cease to be deemed the property of the Corporation and the Contractor may then (but not before) remove them from the site or the said land. This clause shall not in anyway diminish the liability of the Contractor, nor shall the Corporation be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, injured, or destroyed by fire, tempest or otherwise.

32.0 TOOLS, PLANT AND MATERIALS SUPPLIED BY THE CORPORATION

32.1 The Contractor shall take all reasonable care of all tools, plant and materials or other property, whether of a like description or not, belonging to the Corporation and committed to his charge for the purpose of the works and shall be responsible for all the damages or losses caused by him, his agents, or his workmen or others while they are in his charge. The Contractor shall sign accountable receipts for tools, plant and materials made over to him by the Engineer and completion of the works shall hand over the unused balance of the same to the Engineer in good order and repair, fair wear and tear excepted, and shall be responsible for any failure to account for the same or any damage done thereto.

32.2 HIRE OF CORPORATION'S PLANT

The Corporation may hire to the Contractor such plant as concrete-mixers, compressors, and portable engines for use during execution of the works if available on such terms as may be specified in the special conditions or in a separate agreement for Hire of Plant.

33.0 PRECAUTION DURING PROGRESS TO WORK

33.1 During the execution of works, the Contractor shall at his own cost provide the materials for and execute all shorting, timbering and strutting works as is necessary for the stability and safety of all structures, excavation and works and shall ensure that no damage, injury or loss is caused or likely to be caused to any person or property.

33.2 ROADS & WATER COURSES

Existing roads or water courses shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Engineer. All compensation claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his agent or his staff shall be recoverable from the Contractor by deduction from any sums which may become due to him in terms of the contract, or otherwise according to the law.

33.3 PROVISION OF ACCESS TO PREMISES

During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare, and for any drainage, water supply or means of lighting which may be interrupted by reason of the execution of the works and shall erect and maintain at his own cost barriers, lights and other safeguard as prescribed by the Engineer for regulation of the traffic, and provide watchmen necessary to prevent accidents. The works shall in such cases be progressed night and day if so ordered by the Engineer and with such vigour so that the traffic may be impeded for as short a time as possible.

33.4 SAFETY OF PUBLIC

The Contractor shall be responsible to take all precautions to ensure the safety of the public whether on public or Corporation's property and shall post such look-out men as may in the opinion of the Engineer be required to comply with the regulations appertaining to the work.

34.0 USE OF EXPLOSIVES

Explosives shall not be used on the works or on the site by the Contractor without the permission of the Engineer and then only in the manner and to the extent to which such permission is given. When explosives are required for the works, they shall be stored in a special magazine to be provided by and at the cost of the Contractor in accordance with the Explosives Rules and Regulations. The Contractor shall obtain the necessary licence for the storage of and the use of explosives and all operations in which or for which explosives are employed shall be at the sole risk and responsibility of the Contractor and the Contractor shall indemnify the Corporation in respect thereof.

35.0 SUSPENSION OF WORK

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

- (a) Provided for in the contract, or
- (b) Necessary for the proper execution of the works or by reason of whether conditions or by some default on the part of the Contractor, or
- (c) Necessary for the safety of the works or any part thereof,

The Contractor shall not be entitled to the extra costs (if any) incurred by him during the period of suspension of the works, but in the event of any suspension ordered by the Engineer for reasons other than aforementioned and when each such period of suspension exceeds 14 days the Contractor shall be entitled to such extension of time for completion of works as the Engineer may consider proper having regard to the periods of such suspension and to such compensations as the Engineer may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the period of such suspensions.

36.0 RATES FOR ITEMS OF WORKS

The rates entered in the accepted Schedule of Rates of the contract are intended to provide for works duly and properly completed in accordance with the general and special (if any) conditions of contract and the specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may

- ☐ supervision and labour;
- ☐ supply, including full freight of materials, of stores patterns, profiles, moulds, fittings, centerings, scaffoldings, shoring props, timber, machinery, derricks, tackle, ropes, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Corporation;
- ☐ the erection, maintenance and removal of all temporary works and buildings;
- ☐ all watching, lighting, bailing, pumping and draining;
- ☐ all prevention of or compensation for trespass;

- ☐ all barriers and arrangements for the safety of the public or of employees during the execution of works;
- ☐ all sanitary and medical arrangements for labour camps as may be prescribed by the Corporation;
- ☐ the setting of all work and of the construction, repair and upkeep of all control lines, bench marks and level pegs thereon;
- ☐ site clearance;
- ☐ all fees, duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all materials supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract;
- ☐ and all such other incidental charges or contingencies as may be have been specially provided for in the specifications.

37.0 RATES FOR EXTRA ITEMS OF WORKS

Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Schedule of Rates shall be executed at the rates agreed upon between the Engineer and the Contractor before the execution of such items of work, and the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of work that the accepted Schedule of Rates does not include a rate or rates for the extra work involved. In the event of no such agreement being arrived at, the Corporation shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure. Provided always that if the Contractor commences work or incurs any expenditure in regard thereto before the rates shall be determined as lastly hereintofore mentioned, then and in such a case the Contractor shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of determination of the rates as aforesaid, according to the rates as shall be fixed by the Engineer. However, if the Contractor is not satisfied with the decision of the Engineer in this respect he may appeal to the Chief Engineer, supported by an analysis of the rates claimed. The Chief Engineer's decision after hearing out the position shall be final and binding on the Contractor and the Corporation.

38.0 HANDING OVER OF WORKS

38.1 The Contractor shall be bound to hand over the works executed under the contract to the Corporation complete in all respects to the satisfaction of the Engineer. The Engineer shall determine the date on which the work is considered to have been completed, in support of which his certificate shall be regarded as sufficient evidence for all purposes. The Engineer shall determine from time to time, the date on which any particular section of the work shall have been completed, and the Contractor shall be bound to observe any such determination of the Engineer.

38.2 CLEARANCE OF SITE ON COMPLETION

On the completion of the works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site and works clear and in a workman-like condition to the

satisfaction of the Engineer. No final payment in settlement of the accounts for the works shall be held to be due or shall be made to the Contractor till, in addition to any other condition necessary for such final payment, site clearance shall have been effected by him, and such clearance may be made by the Engineer at the expense of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice to that effect. Should it become necessary for the Engineer to have the site cleared at the expense of the Contractor, the Corporation shall not be held liable for any loss or damage to such of the Contractor's property as may be on the site and due to such removal therefrom, which removal may be effected by means of public sale of such materials and property or in such a way as deemed fit and convenient to the Engineer.

39.0 VARIATIONS IN EXTENT OF CONTRACT--MODIFICATION TO CONTRACT TO BE IN WRITING

In the event of any of the provisions of the contract requiring to be modified after the contract documents have been signed, the modification shall be made in writing and signed by the Corporation and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Corporation unless and until the same is incorporated in a formal instrument and signed by the Corporation and the Contractor, and till then the Corporation shall have the right to repudiate such arrangement.

40.0 POWER OF MODIFICATION TO CONTRACT

40.1 The Engineer on behalf of the Corporation shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character, position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional works to be done or any works not to be done and save as provided the Contractor will not be entitled to any compensation for any reduction but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

40.2 VARIATIONS IN QUANTITIES

- (a) Unless otherwise specified in the Special Conditions of Contract, the accepted variation in quantity for each individual item of the contract would be upto 25% of the quantity originally contracted, except in the case of foundation work. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limited of 25% variation in quantity of individual items of works.
- (b) In the case of earthwork the variation limit of 25% shall apply to the gross quantity of earth work and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (c) In the case of foundation work no variation in limit shall apply and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.
- (d) For the first 15% increase in the value beyond 25% of agreemental value, the rate should be reduced by 2% in the incremental value of the agreement.
- (e) For the next 10% increase in the value a further reduction in the rates by additional 2% in the incremental value of agreement to be carried out.

- (f) Execution of quantities beyond (+) 50% of overall agreemental value should not be permitted and if found necessary should be through fresh tenders or by negotiating fresh rates with existing contractor.

40.3 VALUATION OF VARIATIONS

The enlargements, extensions, diminutions, reductions, alterations or additions referred to in clause 40.2 shall in no degree affect the validity of the contract but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressly included and provided for in the specifications and drawings and the amounts to be paid therefore shall be calculated in accordance with the accepted schedule of rates. Any extra items/quantities of work falling outside the purview of the provisions of clause 40.2 above shall be paid at the rates determined under clause 37 of these conditions.

40.4 DISCREPANCIES AND ADJUSTMENT OF ERRORS

The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings and figured dimensions in preference to scale and special conditions in preference to general conditions.

40.5 In the case of discrepancy between the Schedule annexed to the contract, the specifications and / or the Drawings, the following order of preference shall observed:

- a) Description in the Schedule annexed to the contract.
- b) Specifications and Special Conditions if any.
- c) Drawings
- d) General specifications

40.6 If there are varying or conflicting provisions made in any one documents forming part of the Contract, the Engineer shall be the deciding authority with regard to the intention of the document.

40.7 Any error in description, quantity or rate in the Schedule annexed to the contract or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

41.0 CLAIMS

41.1 MONTHLY STATEMENT OF CLAIMS

The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for any such work will be considered which has not been included in such particulars.

41.2 SIGNING OF “NO-CLAIM” CERTIFICATE

The Contractor shall not be entitled to make any claim whatsoever against the Corporation under or by virtue of or arising out of this contract, nor shall the Corporation entertain or consider any such claim, if made by the Contractor after he shall have signed a “No claim” certificate in favour of the Corporation, in such form as shall be required by the Corporation, after the works are finally measured up.

42.0 MEASUREMENTS, CERTIFICATES AND PAYMENTS --QUANTITIES IN SCHEDULE ANNEXED TO CONTRACT

The quantities set out in the accepted schedule of rates with items of works quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract.

43.0 MEASUREMENT OF WORKS

The Contractor shall be paid for the works at the rates in the accepted schedule of rates and for extra works at rates determined under clause 37 of these conditions on the measurement taken by the Engineer or the Engineer’s representative in accordance with the rules prescribed for the purpose by the Corporation. The quantities for items the unit of which the accepted rate is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted rates is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of the works. The date and time on which “on account” final measurements are to be made shall be communicated to the Contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer’s representative) recorded in the official measurement book as an acknowledgment of his acceptance of the accuracy of the measurement. Failing the Contractor’s attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upto the Contractor whether or not he shall have signed the measurement book; provided always that any objection made by him to any measurement shall be duly investigated and considered in the manner set out below:

- a) It shall be open to the contractor to take specific objection to any recorded measurement or classification on any ground within seven days of the date of such measurements and the Contractor should furnish the details basing his objection. Any re-measurements taken by the Engineer or his Engineer’s representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor, and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

44.0 ON – ACCOUNT PAYMENTS

- 44.1 The Contractor shall be entitled to be paid from time to time by way of “On-Account” payments only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer’s or the Engineer’s representative’s

certificates of measurements shall be subject to any deductions which may be made under these presents and shall further be subject to, unless otherwise required under the conditions, retention of ten percent by way of security deposits, until the amount of security deposit by way of retained earnest money and such retentions shall amount to the sum required to be deposited as security in terms of clause 15.1 of these conditions provided always that the Engineer may by any certificate may any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction, or any works not to be done and, save as provided, the Contractor will not be entitled to any compensation for any reduction but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

44.2 ROUNDING OFF OF AMOUNTS

In calculating the amount of each item due to the Contractor in every certificate prepared for payable, sums of less than 50 paise shall be omitted and sums of 50 paise or more up to one Rupee shall be reckoned as one Rupee.

44.3 “ON ACCOUNT” PAYMENTS NOT PREJUDICIAL TO FINAL SETTLEMENT

“On account” payments made to the Contractor shall be without prejudice to the final making up of the account (except where measurements are specially noted in the Measurement Book as “Final Measurement” and have been signed as such by the Contractor) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

44.4 MANNER OF PAYMENT

Unless otherwise specified, payment to be Contractor will be made by cheque but no cheque will be issued for an amount less than ten Rupees.

45.0 MAINTENANCE OF WORKS

The Contractor shall at all times during the progress and continuance of the works and also for the period of maintenance specified in the tender form and after the date of the passing of the certificate of completion by the Engineer or any other earlier date subsequent to the completion of the works that may be fixed by the Engineer be responsible for and effectually maintain and uphold in good substantial, sound and perfect condition all and every part of the works and shall make good from time to time and at all times as often as the Engineer shall require any damage or defect that may during the above period arise in or be discovered or be in any way connected with the works, provided that such damage or defect is not directly caused by errors in the contract documents, act of providence or insurrection or civil riot and the Contractor shall be liable for and shall pay and make good to the Corporation or other persons legally entitled thereto whenever required by the Engineer so to do, all losses, damages, costs and expenses they or any of them may incur or be put or be liable to, by reason or in consequence of the operations of the Contractor or his failure in any respect.

46.0 CERTIFICATE OF COMPLETION OF WORKS

46.1 As soon as in the opinion of the Engineer the works shall have been substantially completed and shall have satisfactorily passed by final test or tests that may be prescribed, the Engineer shall issue a certificate of completion in respect of the works and

the period of maintenance of the works shall commence from the date of such certificate, provided that the Engineer may issue such certificate with respect to any part of the works before the completion of the whole of the works or with respect to any substantial part of the works which has been both completed to the satisfaction of the Engineer and occupied or used by the Corporation and when any such certificate is given in respect of a part of the works such part shall be considered as completed and the period of maintenance of such part shall commence from the date of such certificate.

46.2 CONTRACTOR NOT ABSOLVED BY COMPLETION CERTIFICATE

The certificate of completion in respect of the works referred to in clause 46.1 shall not absolve the Contractor from his liability to make good any defects, imperfections, shrinkages or faults which may appear during the period of maintenance specified in the tender arising in the opinion of the Engineer from materials or workmanship not in accordance with the drawings or specifications or instructions of the Engineer which defects, imperfections, shrinkages or faults shall upon the directions in writing of the Engineer be amended and made good by the Contractor at his own cost, and in case of default on the part of the Contractor, the Engineer may employ labour and materials or appoint another Contractor to amend and make good such defects, imperfections shrinkages and faults and all expenses consequent thereon and incidental thereto shall be borne by the Contractor and shall be recoverable from any moneys due to him under the contract.

47.0 APPROVAL ONLY BY MAINTENANCE CERTIFICATE

No certificate other than the Maintenance Certificate referred to in Clause 48.1 of these conditions shall be deemed to constitute approval of any work or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the Contractor or of additional or varied work having been ordered by the Engineer nor shall any other certificate conclude or prejudice any of the powers of the Engineer.

48.0 MAINTENANCE CERTIFICATE

48.1 The contract shall not be considered as completed until a maintenance certificate shall have been signed by the Engineer stating that the works have been completed and maintained to his satisfaction. The maintenance certificate shall be given by the Engineer upon the expiration of the period of maintenance or as soon thereafter as any works ordered during such period pursuant to clause 46.2 of these conditions shall have been completed to the satisfaction of the Engineer and full effect shall be given to this clause notwithstanding the taking possession of or using the works or any part thereof by the Corporation.

48.2 CESSATION OF CORPORATION'S LIABILITY

The Corporation shall not be liable to the Contractor for any matter arising out of or in connection with the contract or the execution of the works unless the Contractor shall have made a claim in writing in respect thereof before the issue of the Maintenance Certificate under clause 48.1

48.3 UNFULFILLED OBLIGATIONS

Notwithstanding the issue of the Maintenance Certificate, the Contractor and the Corporation shall remain liable for the fulfillment of any obligation incurred under the provisions of the contract prior to the issue of the Maintenance Certificate which remains

unperformed at the time such certificate is issued and for the purpose of determining the nature and extent of any such obligation the contract shall be deemed to remain in force between the parties hereto.

49.0 FINAL PAYMENT

- 49.1 On the Engineer's certificate of completion in respect of the works an adjustment shall be made and the balance of account based on the Engineer's or the Engineer's representative's certified measurement of the total quantity of work executed by the Contractor upto the date of completion and on the accepted rates and for extra works on rates determined under clause 37 of these conditions shall be paid to the Contractor subject always to any deduction which may be made under these presents and further subject to the Contractor having delivered to the Engineer either a full account in detail of all claims he may have on the Corporation in respect of the works or having delivered a "No-claim" certificate and to the Engineer having after the receipt of such account, given a certificate in writing that such claims are correct, that the whole of the works to be done under the provisions of the contract have been completed, that they have been inspected by him since their completion and found to be in good and substantial order, that all properties, works and things removed, disturbed or injured in consequence of the work, have been properly replaced and made good and all expenses and demands incurred by or made upon the Corporation for or in consequence of the works, have been satisfied agreeably and in conformity with the contract.

49.2 REPAYMENT OF SECURITY DEPOSIT

The total security deposit shall become due and shall be paid to the Contractor after the expiration of the period of maintenance specified in the tender reckoned from the date on which the Engineer shall have passed the certificate of completion comprising the whole of the works to be done under the provisions of the contract, or any other earlier date subsequent to the completion of the whole of such works that may be fixed by the Corporation in this behalf, provided that all the stipulations of this clause have been fulfilled by the Contractor and all claims and demands made against the Corporation for and in respect of damage or loss by from or in consequence of the works have been finally satisfied; provided further that in the event of different maintenance periods having become applicable to different parts of the works pursuant to clause 46.1 of these conditions, the expression "expiration of the period of maintenance" shall for the purpose of this clause be deemed to mean the expiry of the latest of such periods.

50.0 CORPORATION'S LIEN ON ALL MONEYS DUE

The Corporation shall have a lien on and over all or any moneys that may become due and payable to the Contractor under these presents and / or also on and over the deposit of security amount or amounts made under the contract and which may become repayable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Corporation by the Contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature, whatsoever, between the Corporation and the Contractor. And, further, unless the Contractor pays and clears and claims of the Corporation immediately on demand the Corporation shall at all times be entitled to deduct the said debt or sum due by the Contractor from the moneys, securities or deposits which may have become or will become payable to the Contractor under these presents or under any other contract or transaction whatsoever, between the Contractor and the Corporation. The Corporation reserves the right to carry out a post-payment audit and / or technical examination of the works and the final bill, including all supporting vouchers, abstracts, etc. and to enforce recovery if as a result of such examination any

over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract and such recovery will be made by the Corporation from the Contractor by any or all of the methods prescribed above. If, on the other hand, any underpayment is discovered the amount shall be duly paid to the Contractor by the Corporation. Further, the Corporation reserves the right to make such recoveries notwithstanding the fact that the same may be included by one of the parties as an item of dispute before any Arbitrator appointed under the arbitration clause of the contract and notwithstanding the fact that the amount of the final bill figures in the Arbitrator's Award. Provided that the said right of the Corporation to adjust over and under payments shall not extend beyond a period of three years from the date of payment of the final bill.

51.0 SIGNATURE OF RECEIPTS FOR AMOUNTS

Every receipt for money which may become payable or for any security which may become transferable to the Contractor under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor firm be good and sufficient discharge to the Corporation in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid, be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or affect any claim which the Corporation may hereafter have against the legal representatives of any Contractor partner so dying for or in respect of this any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or affect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partner's interest.

52.0 WAGES TO LABOUR

52.1 The Contractor shall comply with the latest provisions of the Minimum Wages Act. 1948 (hereinafter referred to as the "said Act") and the Rules made thereunder in respect of any employees employed by him on road construction or in building operations or in stone breaking or stone crushing or in any other kind of Scheduled employment as defined in the said Act for the purpose of carrying out this contract.

52.2 If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Corporation whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Corporation such labour shall, for the purpose of this clause, still be deemed to be persons employed by the Contractor. If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Corporation, such moneys shall be deemed to be moneys payable to the Corporation by the Contractor and on failure by the Contractor to repay the Corporation any moneys paid by him as aforesaid within seven days after the same shall have been demanded, the Corporation shall be entitled to recover the same from any moneys due or accruing to the Contractor under this or any other contract with the Corporation.

53.0 PROVISIONS OF PAYMENT OF WAGES ACT

53.1 The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the Rules made thereunder in respect of all employees employed by him in the works.

53.2 If in compliance with the terms of the contract, the Contractor shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys, which may be ordered to be paid by the Engineer, shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such moneys to the Corporation deduct the same from any moneys due to the Contractor in terms of the contract. The Corporation shall be entitled to deduct from any moneys due to the Contractor (whether under this contract or any other contract), all moneys paid or payable by the Corporation by way of compensation as aforesaid or for costs or expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this clause shall be final and binding upon the Contractor.

54.0 PROVISIONS OF CONTRACT LABOUR (Regulation & Abolition) ACT 1970

54.1 The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Corporation from and against any claims under the aforesaid Act and the Rules.

54.2 The Contractor shall obtain a valid licence under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid licence until the completion of the work. Any failure to fulfill this requirement shall attract the penalty provisions of the contract arising out of the resultant non-execution of the work.

54.3 The Contractor shall pay to labour employed by him directly or through sub – Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the work including any engaged by his sub-Contractors in connection with the said work, as if the labour had been immediately employed by him.

54.4 In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be completed with provisions of the aforesaid Act and the Rules wherever applicable.

54.5 In every case in which by virtue of the provision of the aforesaid Act and the Rules, the Corporation is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-Contractor in execution of the work or to incur an expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Corporation due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the Corporation will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Corporation under Section 20, sub-section (2) and Section 21, sub-section (4) of the aforesaid Act. The Corporation shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and / or from any sum due by the Corporation to the Contractor whether under the contract or otherwise. The Corporation shall not be bound to contest any claim made against it under sub – section (1) of section 20 and sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Corporation full security for all costs to which the Corporation might become liable in contesting such claim. The decision of the Corporation regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

55.0 PROVISIONS OF THE EMPLOYEES' PROVIDENT FUND ACT, 1952

55.1 The Contractor shall be liable to pay by the due date his contribution, employee's contribution and other administrative charges as per provisions of the Employees' Provident Act as amended from time to time, in respect of all the staff and labour employed by him for the execution of the contract.

55.2 In the event of his failure to follow the above provisions, the Corporation shall make arrangements to pay the said amount of contribution as assessed to the Provident Fund Commissioner and the Corporation will recover from the Contractor the amount paid to the Provident Fund Commissioner, out of the sums due to the Contractor.

56.0 REPORTING OF ACCIDENTS OF LABOUR

The Contractor shall be responsible for the safety of all employees employed by him and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineer's representative and shall make every arrangement to render all possible assistance.

57.0 PROVISIONS OF WORKMEN'S COMPENSATION ACT

In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act, 1923 the Corporation is obliged to pay compensation to a workman employed by the Contractor in executing the work, the Corporation will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of Corporation under Section 12 sub-section (2) of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractor whether under these conditions or otherwise. The Corporation shall not be bound to contest any claim made against it under section 12 sub-section (1) of the said Act except on the written request of the Contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence of contesting such claim.

58.0 CORPORATION NOT TO PROVIDE QUARTERS FOR CONTRACTOR

No quarter shall be provided by the Corporation for the accommodation of the Contractor or any of his staff employed on the works. In exceptional cases where accommodation is provided to the Contractor at the Corporation's discretion recoveries shall be made at such rates as may be fixed by the Corporation for the full rent of the buildings and equipment therein as well as charges for electric current, water supply conservancy and other services.

59.0 LABOUR CAMPS

59.1 The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, and for temporary crèches (Balmandir) where 50 or more women are employed at a time. Suitable sites on the Corporation's land if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions as may be prescribed by the Corporation. All campsites shall be maintained in clean and sanitary condition by the Contractor at his own cost.

59.2 COMPLIANCE TO RULES FOR EMPLOYMENT OF LABOUR

The Contractor shall conform to all laws, bye-laws, rules and regulations for the time being in force pertaining to the employment of local or important labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed on the works.

59.3 PRESERVATION OF PEACE

The Contractor shall take requisite precautions and use his best endeavours to prevent any riotous or unlawful behaviour by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of the Corporation requiring the maintenance of a special police force or in the vicinity of the site during the tenure of the works, the expenses thereof shall be borne by the Contractor, and if paid by the Corporation shall be recoverable for the Contractor.

59.4 SANITARY ARRANGEMENTS

The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Corporation and permit inspection of all sanitary arrangements at all times by the Engineer or the Engineer's representative. Should the Contractor fail to make adequate sanitary arrangements, these will be provided by the Corporation and the cost therefore recovered from the Contractor.

59.5 OUTBREAK OF INFECTIOUS DISEASE

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the Corporation. Should Cholera, Plague or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of, or used by, the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition the work may be done by the Corporation and the cost therefor recovered from the Contractor.

59.6 MEDICAL FACILITIES AT SITE

The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer in relation to the strength of the Contractor's resident staff and workmen.

59.7 USE OF INTOXICANTS

The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees directly or through petty contractors or sub-Contractors employed on the work shall be forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

59.8.1 NON EMPLOYMENT OF LABOUR BELOW THE AGE OF 14

The Contractor shall not employ children below the age of 14 as labourers directly or through petty Contractors or sub-contractors for execution of work.

59.8.2 MEDICAL CERTIFICATE OF FITNESS FOR LABOUR

It is agreed that the Contractor shall not employ a person above 14 and below 19 years of age for the purpose of executing work under this contract unless a medical certificate of fitness in the prescribed form granted to him by a certifying surgeon certifying that he is fit to work as an adult is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and be person carries with him, while at work, a token giving reference to such certificate, it is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expense to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

59.8.3 PERIOD OF VALIDITY OF MEDICAL FITNESS CERTIFICATE

A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

59.8.4 MEDICAL RE-EXAMINATION OF LABOURER

Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 14-18 years is without a certificate of fitness or his having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or on the person nominated by him in this behalf, a notice requiring that such person shall be examined by a certifying surgeon and such person shall not, if the concerned official so directs, be employed or permitted to do any work under this contract unless he has become medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness as the case may be.

60.0 RIGHT OF CORPORATION TO DETERMINE CONTRACT

60.1 The Corporation shall be entitled to determine and terminate the contract at any time should, in the Corporation's opinion, the cessation of work become necessary owing to paucity of funds or from any other cause whatsoever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rates specified in the contract. Notice in writing from the Corporation of such determination and the reason therefore shall be conclusive evidence thereof.

60.2 PAYMENT ON DETERMINATION OF CONTRACT

Should the contract be determined under clause 59.1 of these conditions, and the Contractor claims payment for expenditure incurred by him in the expectation of completing the whole of the works, the Corporation shall admit and consider such claims as are deemed reasonable and are supported by vouchers to the satisfaction of the Engineer. The Corporation's decision on the necessity and propriety of such expenditure shall be final and conclusive. The Contractor shall have no claim to any payment of compensation or otherwise, howsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of determination of the contract.

61.0 DETERMINATION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

61.1 If the Contractor should:

- i) become bankrupt or insolvent, or
- ii) make an arrangement with or assignment in favour of his creditors, or agree to carry out the contract under a Committee of Inspection of his creditors, or
- iii) Being a company or Corporation, go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction), or
- iv) have an execution levied on his goods or property on the works, or
- vi) abandon the contract, or
- vii) persistently disregard the instructions of the Engineer or contravene any provision of the contract, or
- viii) Fail to adhere to the agreed programme of work by a margin of 10 per cent of the stipulated period, or
- ix) fail to remove materials from the site or to pull down and replace work after receiving from the Engineer notice to the effect that the said materials or works have been condemned or rejected under Clause 24 and 26.2 of these conditions, or
- x) fail to take steps to employ competent or additional staff and labour as required under Clause 25 of these conditions, or
- xi) fail to afford the Engineer or the Engineer's representative proper facilities for inspection of the works or any part thereof as required under these conditions. then and in any of the said causes, the Engineer on behalf of the Corporation may serve the Contractor with a notice in writing to that effect and if the contractor does not, within seven days after delivery to him of such notice, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Engineer, the Corporation shall be entitled after giving 48 hours notice in writing under the hand of the Engineer to rescind the Contract as a whole or in part or parts (as may be specified in such notice) and adopt either or both of the following courses :-
 - (a) to carry out the whole or part of the work from which the Contractor has been removed by the employment of the required labour and the materials, that costs of which shall include lead, lift, freight, supervision and all incidental charges;
 - (b) to measure up the whole or part of the work from which the Contractor has been removed and to get it completed by another Contractor, the manner and method in which such work is completed shall be in the entire discretion of the Engineer whose decision shall be final;

and in both the cases (a) and (b) mentioned above, the Corporation shall be entitled (i) to forfeit the whole or such portion of the security deposit as it may consider fit, and (ii) to recover from the Contractor the cost of carrying out the work in excess of the sum which would have been payable according to the certificate of the Engineer to the Contractor if

the works had been carried out by the Contractor under the terms of the contract, such certificate being final and binding upon the Contractor. Provided however, that such recovery shall be made only when the cost incurred in excess is more than the security deposit proposed to be forfeited and shall be limited to the amount by which the cost incurred in excess exceeds the security deposit proposed to be forfeited. The amount thus to be forfeited or recovered may be deducted from any moneys then due or which any time thereafter may become due to the Contractor by the Corporation under this or any other contract or otherwise.

Provided always that in any case in which any of the powers conferred upon the Corporation by Clause 61.1 hereof shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions thereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor by which his liability for past and future shall remain unaffected.

61.2 RIGHT OF CORPORATION AFTER RESCISSION OF CONTRACT OWING TO DEFAULT OF CONTRACTOR

In the event of any or several of the courses, referred to in Clause 61.1 of this clause, being adopted:

- a) the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the execution of the works or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for any work thereto not actually performed under the contract unless and until the Engineer shall certified the performance of such works and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.
- b) the Engineer or the Engineer's representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the works or on the property on which these are being brought or ought to have been executed and to retain and employ the same in the further execution of the works or any part thereof until the completion of the works without the Contractor being entitled to any compensation thereof or for wear and tear or destruction thereof.
- c) the Engineer shall, as soon as may be practicable after removal of the Contractor, fix and determine ex-parte or by or after reference to the parties or after such investigation or inquiries as he may consider fit to make or institute, and shall certify what amount (if any) had at the time of rescission of the contract had been reasonably earned by or would reasonably accrue to the Contractor in respect of the work then actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant and any temporary works upon the site.
- d) the Corporation shall not be liable to pay to the Contractor any moneys on account of the contract until the costs of the completion and maintenance, damages for delay in completion (if any), and all other expenses incurred by the Engineer. The Contractor shall then be entitled to receive only such sum or sums (if any) as the Engineer may certify would have been due to him upon due completion by him after deducting the said amount, but if such amount exceed the sum which would have been payable to the Contractor, then the Contractor shall, upon demand, pay

to the Corporation the amount of such excess and it shall be deemed a debt due by the Contractor to the Corporation and shall be recoverable accordingly.

62.0 SETTLEMENT OF DISPUTES MATTERS FINALLY DETERMINED BY THE CORPORATION

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the Railway shall within 120 days after receipt of the Contractor's representation make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses 17, 21(5), 37, 43(a), 53.2, 60.2, 61.1 of General Conditions of Contract or in any clause of the special conditions of the contract shall be deemed as 'excepted matters' and decisions of the Konkan Railway Corporation Ltd., authority, thereon shall be final and binding on the contractor provided further that 'excepted matters' shall stand specifically excluded from the purview of the arbitration clause and not be referred to arbitration.

63.0 DEMAND FOR ARBITRATION

63.1.1 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Konkan Railway Corporation Ltd., of any certificate to which the contractor may claim to be entitled to, or if the Konkan Railway Corporation Ltd., fails to make a decision within 120 days, then and in any such case, but except in any of the 'excepted matters' referred to in clause 62 of these conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.

63.1.2 The demand for arbitration shall specify the matters which are in question or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.

63.1.3 No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

63.1.4 If the contractor(s) does / do not prefer his / their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Konkan Railway Corporation Ltd., that the final bill is ready for payment, he / they will be deemed to have waived his / their claim(s) and the Konkan Railway Corporation shall be discharged and released of all liabilities under the contract in respect of these claims.

63.2 Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Konkan Railway Corporation Ltd., shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

- a) The Arbitration proceedings shall be assumed to have commences from the day a written and valid demand for arbitration is received by the Konkan Railway Corporation Ltd.

- b) The claimant shall submit his claim stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.
- c) The Konkan Railway Corporation Ltd., shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

63.3 ARBITRATION

- (a) i In case where the total value of all claims in question added together does not exceed Rs.15,00,000/- (Rupees Fifteen lakhs only), the Arbitral Tribunal consist of a sole arbitrator who shall be (either the Managing Director) or a gazetted officer of Konkan Railway Corporation Ltd., not below the grade of JA grade nominated by the Managing Director of Konkan Railway Corporation Ltd., in that behalf. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Konkan Railway Corporation Ltd.
- (a) ii In cases not covered by clause 63(3) (a) (i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway officers (in service or retired) not below JA grade, as the arbitrators. For this purpose, the Konkan Railway Corporation Ltd., will send a panel of more than 3 names of Gazetted Railway Officers (in service or retired) of one or more departments, of the Railways to the contractor who will be asked to suggest to Managing Director upto 2 names out of panel for appointment as contractor's nominee. The Managing Director shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the presiding arbitrator from amongst the 3 arbitrators so appointed. While nominating the arbitrators it will be necessary to ensure that one of them is from the Accounts department. An officer of Selection grade of the Accounts department shall be considered of equal status to the officers in SA grade of other departments of the Konkan Railway Corporation Ltd., for the purpose of appointment of arbitrators.
- (a) iii If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his / their office / offices or is / are unable or unwilling to perform his / their functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrator / arbitrators to act in his / their place in the same manner in which the earlier arbitrator / arbitrators had been appointed. Such re-constituted Tribunal may, at it discretion, proceed with the reference from the stage at which it was left by the previous Arbitrator(s)
- (a) iv The arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay.
- (a) v While appointing arbitrator(s) under sub-clause (i), (ii) & (iii) above, due care shall be taken he/they is / are not the one / those who had an opportunity to deal with the matters to which the contract relates or who in the course of his / their duties as Railway servants (s) expressed views on all or any of the matters under dispute of differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his / their duties expressed views on all or any of the matters under dispute.

- (b) i The arbitral award shall state item wise, the sum and reasons upon which it is based.
- (b) ii A party may apply for correction of any computation errors, any typographical or clerical errors or any other error of similar nature occurring in the award and interpretation of a specific point of award to tribunal within 30 days of receipt of the award.
- (b) iii A party may apply to tribunal within 30 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.
- 63.4** In case of the Tribunal, comprising of three members, any ruling or award shall be made by a majority of members of tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 63.5** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 63.6** The cost of arbitration shall be borne by the respective parties. The cost shall Inter-alia include fee of the arbitrator(s) as per the rates fixed by Konkan Railway Corporation Ltd., from time to time.
- 63.7** Subject to the provisions of the aforesaid Arbitration and Conciliation Act, 1996 and the rules there under and any statutory modification thereof shall apply to the arbitration proceedings under this clause.
