



## **REGULATIONS FOR TENDERS AND CONTRACTS FOR WORKS**

### **1.0 Meaning of Terms :**

In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- 1.1 “Corporation” shall mean the Konkan Railway Corporation Limited, Belapur, Navi Mumbai acting through its Chairman and Managing Director or any of the officers of the Corporation authorized to invite tenders and enter into contracts for works on his behalf.
- 1.2 “Chief Engineer” shall mean the Officer in Charge of the Open Line of the Engineering Department of the Corporation and shall include the Chief Electrical Engineer, Chief Signal & Telecommunication Engineer and Chief Mechanical Engineer.
- 1.3 “Engineer / Engineer-in-Charge” shall mean the Executive Engineer or Divisional / District / Regional 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 / Regional Electrical Engineer / Dy.Chief Electrical Engineer / Dy.Chief Signal & Telecommunication Engineer / Regional Signal and Dy. Chief Signal & Telecommunication Engineer, Deputy Chief Mechanical Engineer / Senior Regional Mechanical Engineer.
- 1.4 “Engineer’s Representative” shall mean the Assistant Engineer / Senior Engineer / Assistant Electrical Engineer, Assistant Signal and Telecommunication Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Inspector of the Civil Engineering, Electrical / Mechanical or Signal and Telecommunication Department of the Corporation.
- 1.5 “Contractor” shall mean the person, firm or company who enters into contract with the Corporation and shall include their executors, administrators, and successors and permitted assigns.
- 1.6 “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 and additional special conditions of contract if any, the drawing, the specifications the special specifications if any, and tender forms if any.

- 1.7 “Work” shall mean the work to be executed in accordance with the contract.
- 1.8 “Specifications” shall mean the specifications for materials, and works of the Konkan Railway Corporation issued under the authority of the Chief Engineer / Headquarters, or as amplified, added to or superseded by special specifications if any.
- 1.9 “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.
- 1.10 “Constructional Plant” shall mean all appliances or things or whatsoever nature required for the execution, completion or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.11 “Temporary Work” shall mean all temporary works of every kind required for the execution, completion or maintenance of works.
- 1.12 “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.
- 1.13 “Period of maintenance” shall mean the specified period of maintenance from the date of completion of the works as certified by the Engineer.

## **2.0 Interpretation :**

These Regulations for tenders and contracts shall be read in conjunction with the General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or supersession by special conditions of contract and / or special specifications, if any annexed to the Tender Forms.

## **3.0 Availability of Tender Documents :**

- 3.1 The drawings for the works can be seen in the office of Chief Engineer, Konkan Railway Corporation, Belapur at any time during office hours.

- 3.2 General Conditions of Contract, Standard Special Conditions of Contract, Additional Special Conditions of Contract for different types of works of Konkan Railway Corporation Limited and Specifications pertaining to the track works can be seen at the office of Chief Engineer, Konkan Railway Corporation, Belapur during office hours.
- 3.3 The “General Conditions of Contract” together with its correction slips and Standard Special Conditions, Additional Special Conditions, Additional Specifications for track works are not attached to the tender form. The same can be obtained from the office of the Chief Engineer Konkan Railway Corporation Limited, Belapur on payment of Rs.500/-

#### **4.0 Omissions and Discrepanices :**

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 instruction 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.

#### **5.0 Contractors Credentials :**

- 5.1 A Tenderer / contractor who has not carried out works so far for this Corporation and is not borne on the Approved List of Contractors of the Corporation should furnish particulars regarding;
- a) his position as an independent contractor;
  - b) his capacity to undertake and carry out works, satisfactorily, as vouched for by a responsible official or firm;
  - c) his previous experience on works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified if need be, by reference to the signatories thereof;
  - d) his knowledge from actual personal investigation of the resources of the Zone or Zones in which he offers to work;
  - e) his ability to supervise the work personally or by competent and duly authorised agents;

- f) his financial position; and
- g) an authorised copy of the Income-tax Clearance Certificate without which the tender will be liable for rejection.

5.2 Irrespective of the fact that the tenderer has previously worked on the Corporation the Tenderer is / Tenderers are required to produce alongwith his / their tender an authorised copy of the Income-Tax Clearance Certificate or a sworn affidavit duly countersigned by the Income-tax Officer to the effect that he has / they have no taxable income. Documents testifying to the Tenderer's / Tenderer's previous experience and financial status should be produced when desired by the Corporation.

## **6.0 Earnest Money :**

- 6.1 The tender must be accompanied by earnest money as specified in the Tender Notice deposited in cash or in the form of Deposit Receipt, Demand Draft, Pay Order from Nationalised Banks or approved Schedule Banks only in favour of Konkan Railway Corporation Ltd., Belapur, Navi Mumbai. Tenders not accompanied by the Earnest Money Deposit will be summarily rejected.
- 6.2 The tenderer shall hold the offer open till such date as may be specified in the tender. It is understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part 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 Chief Engineer / Regional Engineer of the Corporation. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited as security of the due performance of the above stipulation shall be forfeited to the Corporation. If the tender is accepted, the amount of earnest money will be held as security deposit for the due and faithful fulfillment of the contract. The earnest monies of the unsuccessful tenderers will have as hereinbefore provided be returned to the unsuccessful tenderer but the Corporation shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the earnest money while in their possession, nor be liable to pay interest thereon.

### **6.3 Standing Earnest Money Deposit :**

Those Contractors whose names are appearing on the Approved List of Contractors of Konkan Railway are eligible to deposit Earnest Money in the form of Standing Earnest Money Deposit. In such cases, tenderers / contractors need not pay separate Earnest Money Deposit while submitting their tenders. However, tenderer / contractor should bear it in mind that in case the tender is withdrawn for whatever reason, the earnest Money Deposit required for the work under consideration will be forfeited from the Standard Earnest Money available. Unless and until the contractor makes good the SEMD he will not be allowed to participate in further tenders. Further, if the contractor resiles for three times from his quoted rates, the name of such contractor will be liable for removal from the approved list.

- 6.3.1 This amount would not be adjustable towards the Security Deposit for individual contracts obtained by the tenderer/contractor. A tenderer wishing to tender for a work whose earnest money is more than his Standing Earnest Money, has to deposit the full Earnest Money afresh. He can not get the advantage of depositing only the difference.

### **7.0 Income-tax Clearance Certificate :**

In case the contractor has not submitted the valid Income-tax clearance certificate / the validity period of his ITCC previously submitted by him has expired at the time of acceptance of the tender, the contractor will have to submit a valid and current Income Tax Clearance Certificate. 90% of the payment shall be made to the Contractor for the work carried out or material supplied under this contract and the contractor shall not make a claim for the 10% of the payment withheld by Corporation until and unless a valid and current Income-Tax Clearance Certificate is produced by him.

### **8.0 Form of Quotation :**

The tender shall be submitted in one of the following forms as will prescribed in the tender schedule.

- i. Quoting a percentage above or below or at par with the rates shown in the schedule.
- ii. Individual rates for each item of the tender schedule.

The percentages / rates should be clearly quoted in figures, and in words. In case of any discrepancies between the percentages / rates quoted in figures and in words, the percentage / rate quoted in words will be treated as final. The same will be considered as the true offer of the tenderer / tenderers.

- 8.1 Tenders with quotation in contravention to the instructions contained in the tender schedule are liable to be rejected.

## **9.0 Care in submission of tenders :**

- 9.1 The tenderer shall visit the site of work and ascertain for himself the conditions of work, viz. approach roads and accessibility, availability of materials, electric power, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead / lift in work, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of work. In short, he should familiarise himself fully with the conditions obtaining at site and FURNISH A CERTIFICATE TO THIS EFFECT, in the proforma appended to the tender form.
- 9.2 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 conditions liable to be encountered, during the execution of the works are taken into account and the percentage / rate he enters in the Tender Forms is adequate and all inclusive to accord with the provisions in Clause 36 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- 9.3 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 contract commitments on their behalf.

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, recognise such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

- 9.4 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the Tenderer / Tenderers in his / their entries must be attested by him / them.

- 9.5 Should a tenderer be a retired engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive / or administrative capacity or whether holding a pensionable post or not in the Engineering Department of any of the Railways owned and administered by the President of India for the time being or should a tenderer being partnership firms have as one of its partners a retired engineer, or a retired gazetted officer as aforesaid or should a tenderer being an incorporated company have any such retired engineer or retired officers as one of its director, or should a tenderer have in his employment any retired Engineer or retired gazetted officer as aforesaid the full information as to the date of retirement of such engineer or gazetted officer from the said service and in cases where such engineer or officer had not retired from government service atleast two years prior to the date of the submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company or to become partner or Director as the case may be or to take employment under the contractor, has been obtained by the tenderer or the engineer or the officer as the case may be from the President of India or any officer duly authorised by him in his behalf shall be clearly stated in writing at the time of submitting the tender. Tender without the information above referred to or a statement to the effect that no such retired engineer or retired gazetted officer is so associated with the tenderer as the case may be shall be liable for rejection.
- 9.6 Should a Tenderer or Contractor being an individual have a relative employed in gazetted capacity in the Engineering Department of Corporation, or in the case of partnership firm or company incorporated under the Indian Company Law should a partner of a relative or the partner or a shareholder or a relative of a shareholder be employed in gazetted capacity in the Engineering Dept. of the Corporation the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently comes to light the contract may be rescinded in accordance with the provision in Clause 62 of the General Conditions of Contract.
- 9.7 For works of special nature requiring use of special equipments, the tenderer shall give a comprehensive list of plant and machinery which he Proposes to use in the construction of the present works, together with their make, current values and identifications No. etc. and also to indicate how many are readily available with him at the time of tendering for this work.





## **10.0 Validity of Offers :**

The Tenderer shall keep the offer open for a minimum period of 90 days from the date of opening of the tender within which period the tenderer cannot withdraw his offer subject to the period being extended further if required, by Mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his earnest money / Standing Earnest Money Deposit.

## **11.0 Receipt and opening of tenders :**

11.1 Tenders must be enclosed in sealed covers superscribed the name of the work, tender no. and must be sent by Courier / Registered Post to the address of Konkan Railway Corporation Ltd, Belapur, Navi Mumbai so as to reach this office not later than the time and date specified in Tender Notice for the receipt of tenders or deposited in the special box allotted for the purpose in the office of Konkan Railway Corporation Ltd. The Tenders will be opened at the time and date specified in the tender notice.

11.2 At the stipulated time and place, tenders received for a work shall be opened by the Authorised Officials of the Corporation and where practicable, the names of tenderers and the rates tendered by them read out in presence of such of the intending tenderer, or their agents as may attend.

**12.0** Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.

## **13.0 Right of Corporation to deal with Tenders :**

13.1 The Corporation reserves the right to not to invite tenders for any work, or to invite open or limited tenders, and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

13.2 It shall not be obligatory on the said authority to accept the lowest tender and not tenderer(s) shall demand any explanation for the cause of rejection of his / their tender.

13.3 If the tenderer deliberately gives / tenderers deliberately give wrong information in his / their tender or create / creates circumstances for the acceptance of his / their tender, the Corporation reserves the right to reject such tender at any stage.



- 13.4 If a tenderer expires after the submission of his tender or after the acceptance of his tenders the Corporation shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of tenders the Corporation shall deem such tender as cancelled unless the firm retains its character.

#### **14.0 Negotiation :**

Should the Corporation decide to negotiate with a view to bring down the rates the original offer will still be binding in case nothing Materialises out of the negotiation.

#### **15.0 Execution of Contract Documents :**

- 15.1 The successful tenderer(s) shall be required to execute an Agreement with the Konkan Railway acting through the Chief Engineer / Deputy Chief Engineer / Regional Engineer / Executive Engineer of the Konkan Railway for carrying out the work according to the Terms & Conditions of the Contract.
- 15.2 The Tenderer whose tender is accepted shall be required to appear at the office of the Chief Engineer / Regional Railway Manager as the case may be in person, or if a firm or Corporation, duly authorised representative shall so appear, and to execute the contract documents within Seven days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement effected by acceptance of the tender in which case the earnest money accompanying the tender shall be forfeited by the Corporation as liquidated damages for such default.
- 15.3 Every contract shall be complete in respect of the documents it shall constitute. Not less than 5 copies of the contract documents shall be signed by the Competent Authority and the contractor and one copy given to the contractor.
- 15.4 All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Konkan Railway Corporation Ltd.

- 16.0** The term “Correction Slip” wheresoever mentioned in the tender document shall include addendum slip, corrigendum / correction slip or both.