EASTERN RAILWAY
(KANCHRAPARA WORKSHOP)

ANNEXED TENDER DOCUMENT

For

e-tender No:WT-06-26-27

Office of the
DIVISIONAL TOWN ENGINEER
Eastern Railway,
KANCHRAPARA WORKSHOP
PIN-743145

(Only for e-tendering through the website of www.ireps.gov.in)

Manual offers are not allowed against this tender document and any such manual offer received shall not be considered and will be summarily rejected.

Name of work:

"AT KPAW: Provision of Centre of Excellence at shop No. 15 & 26 at Carriage Complex, Kanchrapara Workshop."

Signature Not Verified
Digitally signed by ROHIT RANJAN
Date: 2026.02.09 17:33:41 IST
Reason: IREPS-CRIS
Location: New Delhi

EASTERN RAILWAY

(KANCHRAPARA WORKSHOP)

TENDER DOCUMENTS

Tender Notice No. ENGG- 03/26-27 (OPEN) dated 09-06-2026

Tender No.: WT-06-26-27 (OPEN) Date of opening of tender: 03-07-2026

"This tender complies with Public Procurement Policy Order 2017 dated 15-06-2017"

Name of Work: "*AT KPAW-Provision of Centre of Excellence at shop No. 15 & 26 at Carriage Complex, Kanchrapara Workshop.*"

Price of Tender Documents Rs: NIL

Dear Sir (s),

1. Online tenders are invited for and on behalf of the President of India for the above mentioned work as per the tender notice number quoted above. A copy of the said tender notice is enclosed herewith as chapter 1.
2. These tender documents are hereby issued to you free of cost, **through net banking or payment gateway only**.
3. These tender documents include chapters I to III as detailed below, which are an integral part of these tender documents.
   These tender documents also include as integral part of these documents, the "Indian Railways Unified Standard Specification 2021 for Engineering Department" & IRUSS 2021 with up to date correction slip for specification only and **"CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)," for Civil Engineering Department, as amended by correction slips up to date thereafter referred to as "CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)"** and GCC 2022.
4. All the above named documents, taken together , constitute the tender Documents, hereinafter called "the documents" and have to be read together and acted upon accordingly. No part of these documents can be relied upon or acted upon in isolation.
5. The Railway Administration, before the due date of opening, may of its own, or in response to any clarification requested or suggested by any person at any time, modify the documents on its sole discretion.
6. In the event of any conflict between the books of reference and contents of various chapters of these documents, the later shall prevail.

Enclo: As above.

Yours faithfully,

For CWM/ER/KPA

Chapter I

Eastern Railway
Kanchrapara Workshop

TENDER NOTICE

Tender Notice No. : ENGG- 03/26-27(OPEN) dated: 09-06.2026

E-Tenders are invited by Chief Works Manager/E.Rly/Kanchrapara Workshop for and on behalf of the President of India through website www.ireps.gov.in from reputed Contractors with sufficient experience and financial capability who have executed similar nature of work in the past preferably with Railway/CPWD/PWD/MES/Irrigation or any other public Sector undertakings for the following work:.

SN	Tender No.	Description of works	Tender value In Rs.	Cost of Tender doc (non-refundable) Rs.	Earnest Money/Bid Security*	Completion period ending on from the date of issuance of LOA	Date & time of opening of tender
1	WT-05-26-27	AT KPAW- Renovation work for provision of Rest room/Ladies common room for staffs at various locations of Loco & Carriage complex	1,90,06,133.31	NIL	3,80,100.00	12 months	**03-07-2026**
2	**WT-06-26-27**	**AT KPAW- Provision of Centre of Excellence at shop No. 15 & 26 Carriage Complex, Kanchrapara Workshop.**	**1,66,03,921.89**	**NIL**	**3,32,100.00**	**12 months**	

The scope of work is indicative only. Detailed scope has been described in the Schedule of works. However, detail can be viewed in the Schedule of Works available separately in the website online e-tendering site (IREPS) i.e. https://www.ireps.gov.in. and rates are to be quoted online and submitted online duly signed digitally.

There will be no cost e-tender forms & Bid Security as mentioned above against each should be deposited online though net banking or payment gateway only in the portal of www.ireps.gov.in only or may be submitted as Bank Guarantee bond from a scheduled commercial bank of India. The Bank Guarantee bond shall be as per **Annexure-XI** and shall be valid for a period of 90days beyond the bid validity period. Adjustment of earnest money/ bid security submitted with earlier tender or recovery from outstanding bills will not be accepted. Tenders without prescribed Earnest money/ bid security and tender documents value will be liable to be summarily rejected.

- **Eligibility Criteria for open tenders costing above 50 lakhs (Tender No, WT-05-26-27& WT-06-26-27).**

[1] Standard Technical Eligibility Criteria

a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, Or

Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, Or

One similar work costing not less than the amount equal to 60% of advertised value of the tender.

b) Work of similar nature means: "Any Civil Engineering Work."

c) Other details regarding Eligibility criteria will be given in tender document.

d) Tenderer has to upload with scanned copy/copies as supportive documents/certificates from the Organization for whom they have worked along with the tender offer. Certificates from the Govt./Semi Govt./PSU/Govt. Autonomous bodies/Public Limited Company (Govt. Sector) will only be accepted, Certificates from the private individual shall not be accepted.

However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

[2] Standard Financial Eligibility Criteria

The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where

V= Advertised value of the tender in Crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-XII, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

The current year shall mean the period upto the date of opening as originally advertised in the Newspapers. The extended date of the opening, if any, shall not be taken into account for this purpose.

Eligibility Criteria for open tenders costing up to 50 lakhs:-

No Technical & Financial eligibility criteria are required for the work costing upto 50 lakhs; but recent documents should be submitted in evidence of tenderer's capacity to carry out the work efficiently and of sound financial capacity. In addition the tenderer should submit valid trade license, ITR of last Financial Year (at least), pan card, GST registration certificate & the tenderers shall submit a self declaration, not blacklisted declaration as per tender condition etc….

The current year shall mean the period upto the date of opening as originally advertised in the Newspapers. The extended date of the opening, if any, shall not be taken into account for this purpose.

Without such certificates and testimonials & for incomplete tender document in any form {Like non submission of credentials, required information as asked for, Principal Chief Engineer/E. Rly/ Kolkata or Chief Planning & Design Engineer/E. Rly/Kolkata or Chief Works Manger/Eastern Railway, Kanchrapara, the accepting authority of these Tenders, reserves the right to reject such Tender, with forfeiture of earnest money/ bid security/ bid security (if required).

The tenderer shall have submitted an undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was/is a partner/member (Format in Annexure- X). Concealment/ wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-X.

In addition to Annexure-X, in case of other than Company/Proprietary firm. Annexure -X(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF / Limited Liability Partnership (LLP) etc, as the case may be. Without submission of Annexure-X(A) for other than Company/ Proprietorship firm, the offer will be summarily rejected. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

The tenderer are advised to visit the site of work to acquaint themselves with the site conditions and expected quantum of works in their own interest.

The successful bidder shall have to submit a Performance Guarantee (PG) within 21(Twenty one) days from the date of issue of Letter Of Acceptance (LOA). Extension of time for submission of PG beyond 21(twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a panel interest of 12% per annum shall be charged for the delay beyond 21(twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the railway, submission of PG can be accepted on the next working day.

In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. In case a tenderer has not submitted earnest money deposit on the strength of their registration as a startup recognized by department of Industrial policy and promotion (DIPP) under ministry of commerce and Industry, DIPP shall be informed to this effect.

The failed contractor shall be debarred from participating in re-tender for that work.

- **Guarantee/Maintenance period:**

(a) Maintenance period is 06 (Six) months for the tender under Sl. No. 2 i.e. tender No. **WT-06-26-27** above.

(b) Security deposit will be released after satisfactory completion of the period of maintenance.

Tender will be closed on 03-07-2026 at 14-00 hrs. and tender will be opened on same date at any time after 14-30 hrs as per availability of opening personnel and net accessibility. In case the date of closing mentioned as above is declared a holiday/bandh/Strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender.

Advertisement period: Time during which all information pertaining to tender shall be available but offers cannot be submitted.

Offer submission period: Fifteen days prior to opening of tender, during which tenderers can submit their offer.

The Railway reserves the right either to cancel or reject any or all the Tenders without assigning any reason thereof.

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Chapter-II

Eastern Railway
Office of the Divisional Town Engineer
Eastern Railway Kanchrapara Workshop
P.O. Kanchrapara, 24-Parganas(N). W.B.

INSTRUCTIONS TO TENDERERS For e-Tenders

1.0 GENERAL

1.1 E-tender have been invited for and on behalf of the President of India through website *www.ireps.gov.in* for the work mentioned against the tender notice number available in the website. Tenderers are to bid online only in the above mentioned website. All Mandatory fields marked with (*) have to be filled in by the tenderer. No Manual offer is acceptable against this tender no. and tender. No Tender document in hard copy will be sold against this tender no. Please read the Instructions to Tenderers for e-tendering, General Conditions of Contract, Special Condition of Contract before filling the e-tender online.

1.2 E-Tender forms are not transferable and the same is to be submitted with digital signature by personnel already registered with the site.

1.3 The submitted e-tender forms will be considered as digitally signed by the tenderer as a confirmation from the tenderer that the tenderer has read, agreed and accepted all the conditions and laid down documents referred in para 1.2 above as well as Schedule of Tender, General and Special Conditions.

1.4 The tender offer complete in all respect and with all documents is to be submitted online by e-tendering process through the website www.ireps.gov.in before the closing time/date of this tender as mentioned in the NIT (Notice Inviting Tender). Tenderer can revise the bids any number of times till the closing time/date of the tender. No manual offers shall be accepted.

1.5 **Corrigendum Notice on IREPS-** For the purpose of Corrigendum in the Tender, NIT period is splitted as under:

a) Advertisement period- Time during which all information pertaining to tender shall be available but offers cannot be submitted.

b) Offer submission period- Fifteen days prior to opening of tender, during which tenderers can submit their offer.

Issue of 'corrigendum notice' is permitted as an exception only during Advertisement period. **No corrigendum is permitted during offer submission period and cases requiring corrigendum during offer submission period shall be retendered.**(Authority Railway Board's Letter No. 2015/CE-I/CT/5/1 dated-31/08/2016).

1.6 **This document is the Standard Tender Document which consists of the Instruction to the Tenderers, NIT (Notice Inviting Tender), General Conditions of the Tender, Special conditions of the tender, Specifications of the works & various Annexures etc. All the above mentioned documents taken together if not scored off, shall constitute the complete tender document hereafter referred to as "Tender Document" & have to be read together & acted upon accordingly. No part of the tender document can be relied upon or acted upon in isolation.**

1.7 The Railway and the website will have no responsibility for incorrect evaluation of cost and thereby incorrect cost of work and ranking of tenderers, if the schedule is not filled in correctly and unambiguously for each item. No claim or clarification of a tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer subsequently (after opening of the tender) will be entertained. For this the tenderers are advised to read the Instructions, General Conditions, Special Conditions and other Instructions carefully before submission of tender.

1.8 In case of any problem with the portal is faced while filling the e-tender, Tenderers are advised to contact with the Helpdesk of IREPS portal who will render all help and assistance related with the website and portal except that related with the details of the tender. Railway will not take any responsibility for non-participation in the e-tender online for the reasons related to the website and portal or server etc beyond the control of railways.

1.9 Railway and the IREPS website will not take the responsibility for any online payment made by the tenderer and debited from his/their account towards the tender cost or Earnest Money due to wrong or mis-manipulation of the menues or any reasons related with the IT or found unsuitable for the tender etc. Railway and IREPS website will not entertain any claim in this regard or refund the paid amount.

1.10 All documents uploaded or information furnished in the website are digitally signed by the competent authority.

1.11 **It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of 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 Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.**

1.12 This tender document includes many chapters/items/Conditions/Instructions like as Undertakings, Technical Compliance, Commercial compliance, standard Technical Criteria, Standard Financial Criteria, Similar Nature of Work, General Instructions to Tenderers for e-tendering, Special Conditions of Contract-General and list documents to be uploaded and deposited, Notice Inviting Tender (NIT), Tender Form, Special Condition of Work are available in the IREPS portal and all the items including all other documents referred to herein, if not scored off, shall constitute integral part of this tender document and shall be read and acted upon together. No part of this tender document shall be read, relied and/or acted upon in isolation.

2.0 ***BOOKS OF REFERENCE*:** Tenderer should purchase a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go though them:

1. The Indian Railways Unified Standard Specification, 2021 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as **'IRUSS-2021**, for the purpose of specifications of works and materials along with '**GCC 2022** for such materials which are not covered under **IRUSS-2021**, Indian Railways Unified Standard Specifications (works & Material) 2021 with all correction slips issued time to time and up-to-date.
2. The General Conditions of Contract, 2022 edition with all correction slips issued time to time and up-to-date, hereinafter referred to as **'GCC 2022** for the purpose of general condition of contract and
3. The **'CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)** edition with all correction slips issued time to time, hereinafter referred to as **'CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway** for specifications and rates.

These books are where-in-after called the "Books of reference" and shall governs this tender as well as the contract resulting from the acceptance from this tender, to the extent that their contents do not conflict with the contents of the various chapters of these documents.

2.1 ***Contractor:*** Tenderer, whose tender is accepted by the Railway, shall thereafter be referred to as 'contractor' and shall mean the person / firm / co-operative society or

Company, whether incorporated or not, who enters into contract with the Railway and shall include his executor, administrator, successor and permitted assignee. This tender document of the successful tenderer shall form part of contract agreement between the contractor and the Railway after acceptance thereof by the Railway.

2.2 **Singular and Plural:** Words importing singular number shall also include plural and vice versa where the context requires in this tender document and vice versa.

3.0 TENDERER'S POSTAL ADDRESS

3.1 ***Address of tenderer***: The address, email Id and Mobile phone, other phone nos. and other details given in the portal while registering will be considered as official address and all correspondences to the tenderer will be made in these registered mode of communications. All communication sent in time to the tenderer by post at the said address shall be deemed to have reached the tenderer duly and in time. Important documents shall be sent by Registered Post. However, an undertaking has to be given in the enclosed annexure by uploading a scanned copy of duly filled in form in the portal.

3.2 ***Change of address***: Tenderer shall keep the Railway informed of changes in the postal address at all times in his own interest.

3.3 ***Communications to be in Writing:*** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement, otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

4.0 COST OF TENDER DOCUMENT AND EARNEST MONEY/ BID SECURITY DEPOSIT AND MODE OF PAYMENT:

Tender Form: Tender Form shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure –XIII**. e-Tender Forms shall be issued free of cost to all tenderers.

There will be no cost e-tender forms. Earnest money/ bid security Deposit, in respect of e-tendering, should be accepted through net banking or payment gateway only or may be submitted as Bank Guarantee bond from a scheduled commercial bank of India. The Bank Guarantee bond shall be as per **Annexure-XI** and shall be valid for a period of 90days beyond the bid validity period. Adjustment of earnest money/ bid security submitted with earlier tender or recovery from outstanding bills will not be accepted. Tenders without prescribed Earnest money/ bid security and tender documents value will be liable to be summarily rejected.

Note: Fixed Deposit Receipt (FDR) will not be accepted as Earnest money/ bid security Deposit for tenders invited on IREPS (e-tender portal).

5.0 INCONSISTENCY BETWEEN THE DOCUMENTS

The GCC 2022 and the **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)** shall be read with all correction slips issued thereto from time to time and shall form integral part of this tender document. However, in case of any inconsistency and contradictions between the same and the special conditions and specifications laid in various chapters of this tender document, the later shall prevail.

5.1 (As per Clause 1.01 of Part-I of GCC April 2022):

Applicability: These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in **GFR-2017**

5.1.1 Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, bill(s) of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

i. Letter of Award/Acceptance(LOA)
ii. Bill(s) of quantities
iii. Special Conditions of Contract
iv. Technical Specifications as given in tender documents
v. Drawings

vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

vii. Indian Railways Unified Standard Specification (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

viii. **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)** updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

ix. Indian Railways Unified Standard Specifications (Works and Material) 2021 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.

x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

6.0 SCOPE OF THE TENDER

E-Tenders have been invited for and on behalf of the President of India for the work, scope of which has been described in the Notice inviting Tender (NIT) and Schedule of work in the website of IREPS. Above scope of the work is indicative only. The tenderer is advised to visit the site of the work and acquaint himself with the site conditions, expected scope and quantum of works involved in his own interest.

7.0 COST OF THE WORK

The cost of work has been detailed in the NIT (Notice Inviting Tender) available online in the website only. Such cost is approximate and is meant only for the guidance of the tenderer.

8.0 THE SCHEDULE OF WORKS

The Schedules of Works is also available separately in the website online and Rates are to be quoted online and submitted online duly signed digitally.

9.0 INSPECTION OF DATA

Drawings for the work can be seen in the office inviting this tender on any working day during working hours. The drawings are only for the guidance of tenderers. Detailed working drawings, if required based on the drawings mentioned above, will be given by the Engineer or his representative from time to time.

The drawing(s) referred to in the tender and standard specifications are intended to show and explain the manner of executing the work(s). The work(s) shall be carried out in accordance with the directions and to the satisfaction of the concerned Engineer and/or his representative in accordance with the drawing and specifications which form part of the contract and in accordance with such further drawing/details and instructions supplementing, attending or explaining the same as may be given by the concerned Engineer and/or his representative from time to time.

10.0 INSPECTION OF SITE

Before submitting tender, tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, that all conditions liable to be encountered during execution of the work are taken into account and that the rates, he enters in this tender document, are adequate and all inclusive to accord with the provisions in Clause-37 of part-II of the GCC 2022 for completion of the works to the entire satisfaction of the Railway.

11.0 SUBMISSION OF TENDER

11.1 Tender must be submitted online through the website www.ireps.gov.in on and before the time and date specified in NIT for closing. No manual offers shall be received for this tender.

11.2 The requisite Earnest Money as per NIT should be submitted with the tender in any forms as specified in Cl: 4 and 24 of Chapter-II of Tender Document.

11.3 Tenderers can revise their offers for any number of times till date and time of closing.

12.0 OPENING OF TENDER

12.1 *Opening of e-tender online:-* The e-tenders will be opened online using the IREPS portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.

12.2 In case the date of closing mentioned in the Notice Inviting Tender is declared a holiday/ bandh/ strike on any account, the date of closing tender online will not be changed as the application in the website of IREPS does not permit submission of any offer after closing date and time of the tender.

13.0 PERIOD OF VALIDITY OF THE TENDER

Tenderer shall keep his tender open for a minimum period as stipulated in Notice inviting Tender (NIT) on the website and in this tender document from the date of opening of this tender. It shall be understood that, after submitting his tender, the tenderer shall not resile from his offer or modify the terms and conditions there of in a manner not acceptable to the Railway within the above period. The Railway may, however, request the tenderer to extend validity of his offer with aforesaid stipulations enforced.

14.0 PERIOD OF COMPLETION OF THE WORK

The entire work covered by this tender is required to be completed in all respects within the period of completion stipulated in Notice inviting Tender (NIT) in website and in this tender document and the period shall be reckoned from the date of issue of the letter of acceptance. Tenderer shall submit his tender subject to acceptance of this condition and with undertaking to do so, if the work is awarded to him.

15.0 SPECIFICATIONS OF THE WORK

The work shall be carried out as per specifications contained in the IRUSS-2021 and **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)** and in tender schedule and tender document or otherwise referred to herein.

16.0 ELIGIBILITY CRITERIA (FOR TENDERS OF VALUE ABOVE RS. 50 LAKHS) : (As per Clause 10 of Part-I of GCC April 2022)

16.1 **Similar Nature of work:**

The tenderer has to submit the credential certificate for the completion of the similar Nature/type of the works. **Similar nature of work for this tender is mentioned in NIT (Notice Inviting tender) in the website.** Tenderers are requested to ensure themselves that their demanded work satisfies the Similar nature of Work mentioned in the NIT in the website prior to filling and submitting the e-tender.

16.2 **Eligibility Criteria-**

Tenderer has to upload with scanned copy/copies as supportive documents/certificates from the Organization for whom they have worked along with the tender offer. Certificates from Govt./Semi Govt./PSU/Govt. Autonomous bodies/Public Limited Company (Govt. Sector) will only be accepted. Certificates from Private individual for whom such work are executed shall not be accepted.

However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

16.3 The 7 years and 3 years period mentioned in appropriate paras of technical eligibility criteria and the financial eligibility criteria, shall be reckoned from the date of closing of tender in question as mentioned in the NIT (Notice Inviting tender). The extended

date of closing, if any, shall not be taken into account for the purpose of counting the above period.

16.4 **JOINT VENTURE (JV) IN WORKS TENDERS:**

(As per Clause 17.0 of Part-I of GCC April 2022)

Participation of Joint Venture (JV) in Works Tender: This Clause shall be applicable for works tenders wherein tender documents provide for the same.

16.5 **Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as below**:**

(As per Clause 10.3 & 18.15.3 and Annexure VI of Part-I of GCC April 2022)

For tenders having advertised value more than Rs 10 crore (as per GCC 2022 ACS 11) wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = [A x N x 2] – 0.33 x N x B,

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of work for which bids has been invited.

B= Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) **The Tenderer(s) shall furnish the details of**-

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to the date of inviting tender) for calculating A and,

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no work in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be verified by Chartered Accountant.

(b) **In case if a bidder is JV,** the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no work in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than

estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

17.0 <u>STANDARD TECHNICAL ELIGIBILITY CRITERIA (FOR TENDER VALUE ABOVE Rs.50 LAKHS):</u>

a) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works costing not less than the amount equal to 30% of advertised value of the tender, Or

Two similar works costing not less than the amount equal to 40% of advertised value of the tender, Or

One similar work costing not less than the amount equal to 60% of advertised value of the tender.

1. Substantially Completed work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price Variation (PVC), if any, has been made to the contractor in the ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

   In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for item 17.1 of Para 17 of the tender form, the same shall be considered for the purpose of fulfillment of credential.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost of that work including PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of* ***0.3*0.2*value of the work done*** *in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s)etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly*

added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.*

(b) i) In case of composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical Works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, Or

Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, Or

One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.

Note : Separate completed works of minimum required values of each component can also be considered for fulfillment of technical eligibility criteria.

ii)In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than Rs. 2 crore each.

18.0 STANDARD FINANCIAL ELIGIBILITY CRITERIA

The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where-

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per **Annexure-XII**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

19.0 SUBMISSION OF DOCUMENTS IN SUPPORT OF ELIGIBILITY CRITERIA (Cl: 16,17,18 ABOVE)

All documents in support of fulfillment of eligibility criteria with respect to completion of 'Similar nature of work for Technical Eligibility Criteria' and 'Total contract value for Financial Eligibility Criteria' **should be uploaded online in the website with scanned copy at the time of tender bidding with details showing in the Annexures I, IV**. No post tender communication, in any form will be made or entertained, after opening of tenders, in this regard. Railways may however call for the originals of the credentials for verification or any clarifications/confirmations on the contents of the documents submitted. Eligibility of tenderers shall be decided solely on the basis of the documents submitted along with the tender offers and any subsequent document whatsoever submitted in this connection would not be given any cognizance on any account.

20.00 ELIGIBILITY CRITERIA FOR OPEN TENDERS COSTING UP TO RS. 50 LAKHS.:-

No Technical & Financial eligibility criteria are required for the work costing upto 50 lakhs; but recent documents should be submitted in evidence of tenderer's capacity to carry out the work efficiently and of sound financial capacity. In addition the tenderer should submit valid trade license, tax clearance, pan card, GST registration certificate, EPF registration certificate & the tenderers shall submit a self declaration, not blacklisted declaration as per tender condition etc….

21.0 Participation of Partnership Firms in works tenders:
(Clause 18.0 of Part-I of GCC April 2022)

21.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

21.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

21.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

21.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so- ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

21.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

21.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

21.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

21.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

21.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

21.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i)A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii)A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii)An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

(iv)All other documents in terms of Para 17 of the Tender Form above.

21.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in para 17.0 & 18.0 of the Tender Form above .

22.0 RAILWAY OFFICERS ASSOCIATED WITH TENDERER

22.1 ***Ex-Railway Officer as tenderer***: Should tenderer be a retired Gazetted Officer working before his retirement on any of the Railways owned and administered by the President of India, or should the tenderer being partnership firm have as one of its partners a retired Gazetted Officer as aforesaid, or should the tenderer being an incorporated company have any such retired Officer as one of its Directors, or should the tenderer have in his employment any retired Gazetted Officer as aforesaid, full information of such person shall be submitted along with his tender in the format given in **annexure-V** to this chapter of this tender document.

22.2 ***Officer retired within 1 year***: In case where aforesaid Officer had not retired from Government service at least 1 year prior to the date of submission of tender, the tenderer shall furnish a copy of the permission of the President of India or any officer, duly authorized by him in this behalf, permitting such a person as aforesaid to associate himself with the tenderer in any of the capacity as aforesaid.(Authority: ACS No.3 to GCC July,2020 vide Board's letter No.2014/CE-I/CT/O/9/RET dt.22.01.2015)

22.3 ***Tenderer's relative employed as Gazetted Officer*:** Should tenderer or contractor being an individual on the list of approved Contractors, have a relative or in the case of partnership firm or company of contractors one or more of his shareholder or a relative of shareholder employed in Gazetted capacity in the Engineering Department of the Eastern Railway, detailed information about such Officer shall also be furnished along with the tender in the aforesaid **Annexure-V**.

22.4 ***No information about Officers' association*:** Tender without the information referred to above or a statement to the effect that no such Officer is associated, as the case may be, shall be rejected and 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.

23.0 TESTIMONIALS

23.1 ***Experience, financial status and ability***: Tenderer is required to upload documents detailed hereunder duly filled in and signed in the website while submitting tenders online for evaluation of his credentials. All these documents are available in website also which may be down loaded on need.

23.2 ***List of completed works***: Tenderer is required to submit, along with his e-tender, particulars of all works completed by him for the Railways or for any other client in the last three financial years starting from the original date of opening of this tender in the Performa enclosed as **annexure-I** to this chapter. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has not completed any work. Supportive certificates from the organizations with whom the tenderer worked should be enclosed giving description of work, value of work at the time of award, date of award, scheduled date of completion, date of actual start, actual date of completion final value of contract etc.

23.3 ***List of works in hand*:** Tenderer is required to submit, along with his tender, particulars of all works in hand for the Railways or for any other client in the Performa enclosed as **annexure-IV** to this chapter of this tender document. Figures of cost shall not include cost of materials supplied free of cost by the client to the contractor. The tender without this information may be treated as if the tenderer has no works in hand. Supportive documents from the organizations with which the tenderer is workings should be enclosed giving description of work, contract value, date of award, approximate date value of balance work.

23.4 ***Banker's solvency certificate***: Tenderer is also required to enclose, along with his tender, Banker's solvency certificate showing financial capabilities of the tenderer. The Railway reserves the right to treat the tenderer as having no financial capability to handle such a work in absence of such certificate.

23.5 ***List of court cases and arbitration cases***: Tenderer is also required to submit, along with his tender, list of arbitrations demanded from any clients during the last five years preceding the date of opening of this tender as per **annexure-VI** to this chapter of this tender document. The tenderer is also required to submit, along with his tender, list of court cases filed against any clients during the last five years preceding the date of opening of this tender as per **annexure-VII** to this chapter of this tender document.

23.6 ***List of plant and machinery***: Tenderer has to make his own arrangements for execution of works. The tenderer is required to submit, along with his tender, list of plant and machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in Performa given in **annexure-II** to this chapter of this tender document. The tender without this information may be treated as if the tenderer has no plant and machinery available on hand (own) and that no plant and machinery are proposed to be inducted for the subject work.

23.7 ***List of personnel and organization***: Tenderer is required to submit, along with his tender, list of Personnel and organization available on hand (own) and proposed to be engaged for the subject work in Performa given in **annexure-III** to this chapter of this tender document. The tender without this information may be treated as if the

tenderer has no personnel and organization and that no personnel and organization are proposed to be engaged for the subject work.

- **24.0 EARNEST MONEY/ BID SECURITY(As per Clause 5.0 of Part-I of GCC April 2022)**

The Rly BD vide L.No-2020/CE-1/CT/3E/GCC/POLICY,DT-30.12.2020 had instructed not to take any EMD for any works tender upto 31.12.2021. But, as there is no such further instruction till date, hence, the EMD system is returned back.

The tenderer shall be required to submit the Bid Security/EMD with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the condition of the tender. The Bid Security/EMD shall be as under: (as per GCC 2022 ACS 11)

Value of the work	**Bid Security**
For all works	2% of the estimated cost of the work

The Bid Security shall be rounded off to the nearest Rs.100. This Bid Security shall be applicable for all modes of tendering.

24.1 ***Condition for earnest money/ bid security*****:** Tenderer are required to deposit prescribed amount of earnest money/ bid security, as specified in Notice inviting Tender (NIT) in the website for the due performance of the stipulation to keep his tender open till such date as specified in Notice inviting Tender (NIT) in the website. The form, in which such earnest money/ bid security shall be deposited, is mentioned in Para 4 & 24.2 of Chapter-II hereunder. No adjustment of the earnest money/ bid security submitted with earlier tenders, including tenders, which have already been accepted, shall be done. Tenders received without the aforesaid earnest money/ bid security shall be summarily rejected.

24.2 MODE OF PAYMENT OF EARNEST MONEY/ BID SECURITY: The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure- XI and shall be valid for a period of 90days beyond the bid validity period.

24.3 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.

ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of before closing date for submission of bids.

iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

24.4 APPROPRIATION OF EARNEST MONEY/ BID SECURITY TOWARDS SECURITY DEPOSIT

(i) The Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
(ii) The Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

24.5 REFUND OF EARNEST MONEY/ BID SECURITY

i) Earnest money/ bid security of unsuccessful tenderers shall, save as herein provided, be returned to them within a reasonable time. No Interest will be paid on the Earnest money/ bid security. Also, the Railway shall not be responsible for any loss or depreciation that may happen thereto while in possession of neither the Railway nor it will be liable to pay interest thereon.

ii) Earnest money/ bid security deposited may be returned through NEFT as per the mandate given by the agency through the website.

24.6 **FORFEITURE OF EARNEST MONEY/ BID SECURITY**

24.6.1 It shall be understood that this tender document has been issued/sold online to the tenderer and the tenderer has been permitted to tender online through website www.ireps.gov.in in consideration of stipulation on his part that, after submitting his tender, he shall not resile from his offer or modify the rates or terms and conditions thereof after online submission or in a manner not acceptable to the Railway. Should the tenderer fail to observe or comply with the foregoing stipulations, full amount of earnest money/ bid security shall be forfeited.

24.6.2 Further, if any modification in rates, terms and conditions is made by tenderer, which is not acceptable to the Railway, subsequent to opening and within the period of validity of his tender and the tenderer refuses to accept award of the contract issued without such modifications, full amount of his earnest money/ bid security shall be forfeited.

24.6.3 The earnest money/ bid security is also liable to be forfeited in cases where any of the statements and or declarations made by tenderer is proved wrong, false or such as to withhold any information relevant for consideration of the tender.

24.6.4 Tenderer, whose tender is accepted, shall be required to appear in person, or if a firm or incorporation, a duly authorized representative shall so appear at the office inviting this tender and execute contract document within seven days after issue of notice that the contract document is ready for execution. Failure to do so shall constitute breach of the agreement affected by acceptance of his tender in which case full amount of the earnest money/ bid security accompanying his tender shall stand forfeited without any other rights or remedies.

24.6.5 In the event when tenderer, whose tender is accepted, shall refuse to execute the contract document as herein before provided, the Railway may determine that such tenderer has abandoned the contract and thereupon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit full value of his earnest money/ bid security and to recover damages for such default.

24.6.6 In the event when tenderer, whose tender is accepted, fails to commence the work within fifteen days after issue of letter of acceptance, provisions contained in clause 62 of the **GCC-2022** shall be applicable.

25.0 TENDER WITHOUT EARNEST MONEY/ BID SECURITY

Tender not accompanied with prescribed amount of earnest money/ bid security in the form as aforesaid shall be summarily rejected at the time of opening of this tender itself.

Note- 1) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

2) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.

26.0 FALSE AND OR INCOMPLETE STATEMENTS

If tenderer gives/upload wrong information/credentials/documents in his / their e-tender and thereby create(s) circumstances for acceptance of his/their tender at any stage of tender or at any stage of contract in the event of his tender having been accepted, his tender or contract shall be liable to be cancelled/rescinded in addition to the following:

1. If such issues come to light at tender stage, the tenderer will be banned from submission of tender in IREPS as per clause no 24 mentioned above.
2. In cases where such issues come to light at contract stage, the rights available to the Railway under clause-61 & 62 of the **GCC 2022** shall be applicable.

27.0 QUOTATIONS OF RATES

27.1 **Quoting rates for all items of the schedule:** Tenderer shall quote his rates online in the tender schedule wherever the portal demanded for quoting the rate. However, quantities of individual items involved in the work are shown in the attached schedule for guidance only and are subject to variation according to requirement of the Railway. The Railway does not guarantee work under each item or each schedule.

27.2 ***Change in quantities and items:*** The Railway reserves rights to modify any or all items of the schedules including deletion of any of the item. Therefore, tenderer should quote reasonable and workable rate for each of the item. The contractor shall not be entitled for any revision of rates due to such increase/decrease in quantities of items and payment shall be made on the basis of actual quantities executed under various items and at the accepted rates thereof.

27.3 ***Fluctuation in market rates:*** Rates quoted by tenderer and accepted by the Railway shall hold good till completion of the work and are not subject to fluctuation of any kind, save and except what is admissible under the price variation clause, if provided for in the tender document and applicable in the case.

27.4 ***Rates to include all taxes***: Rates quoted by tenderer shall be inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorized bodies.

27.5 ***Rates in Indian Rupee***: Rates should be quoted in Indian Rupees only.

28.0 REBATE –

28.1 If tenderer wishes to give rebate on the rates quoted by him, the same shall be quoted by him on-line in tender schedule in the website. It is to be noted that such rebate, if offered, shall apply on rates for all items of the work and on all schedules of this tender document. Such a rebate should be totally unconditional.

28.2 In case tenderer does not wish to give any rebate, he should quote zero in the specific location of the tender schedule in the website. In case nothing has been quoted by the tenderer during online submission of tender, it shall be treated as 'Zero' by default and accordingly cost of offer and intersee position will be calculated and decided by the system itself.

28.3 If tenderer gives any other type of rebate, conditional or otherwise, such a rebate shall **not be considered for evaluation of this tender**, although the Railway may avail of the same in case this tender is awarded to such tenderer.

29.0 PURCHASE PREFERENCE:

For works costing more than Rs 5.00 crore, 10% purchase preference of tender cost over the first lowest valid and eligible tender would be admissible for Central Public Sector Undertaking subject to satisfaction of all other terms and conditions and subject further to the fact that the order to this effect is applicable on the Railway for the time being.

30.0 SPECIAL CONDITIONS BY TENDERER

30.1 Tenderer is normally not expected to quote any special condition or stipulation of his own rather is expected to submit his tender in accordance with the conditions and stipulations contained in this tender document. However, if the tenderer wishes to quote any special condition and or stipulation or wishes to intimate the Railway of any matter of importance, he may do so through a letter which should be submitted on line during the submission of the tender as Annexure. Such stipulations and conditions shall be part of the contract agreement in case of acceptance of his tender only to the extent explicitly accepted by the Railway. The Railway, however, reserves rights not to accept any such special condition and stipulation made by the tenderer and may reject such tender as unacceptable without any reference to the tenderer; may ask the tenderer to withdraw any or all such stipulations before accepting his tender and, in the event of his refusal to do so, may not accept his tender.

30.2 In cases where tenderer makes special conditions and or stipulations, he shall also indicate, along with such conditions and stipulations, the cost of withdrawal of the same. The Railway reserves the rights either to accept such conditions and stipulations made by such tenderer or to accept the cost thereof at its sole discretion. If such cost is not indicated, it will be construed that the tenderer is not in a position to withdraw these conditions at any cost and his tender may be adjudged accordingly without any reference to the tenderer.

31.0 OMISSIONS AND DISCREPANCIES

Should tenderer find discrepancies or omissions in the drawings or otherwise in this tender document or should he be in doubt as to their meaning, he should at once notify the authority inviting this tender who may send a written clarifications to all tenderers. It shall be understood that every endeavor has been made to avoid any error, which can materially affect the basis of this tender. 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.

32.0 UNFORTUNATE SITUATION

If tenderer expires after submission of his tender or after acceptance of his tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after submission of the tender or after acceptance of thereof, the Railway shall deem such tender as cancelled unless the firm retains its character.

33.0 MAINTENANCE PERIOD OF THE WORK

The work shall be maintained for a period specified in the relevant special condition beyond the date of completion.

34.0 LATE TENDER AND DELAYED TENDER

The Application in the website of IREPS does not permit submission of any offer after closing date and time of the e-tender. Hence there is no scope any late or delayed offer in the online bidding process. There shall not be any Late or delayed tender as tenders are to be submitted online within the stipulated date and time.

35.0 CLARIFICATIONS ON THE TENDER SUBMITTED

To assist in examination, evaluation and comparison of tenders, the Railway or its authorized person may ask the tenderers for clarification, if any, required for such

examination, evaluation and or comparison. However, request for such clarification and response, thereof, shall be in writing.

35.1 **Advances to contractor:**
(Para 19.0 of Part-I of GCC April 2022)
If specifically provided in Tender Documents of tender having advertised value **more than Rs.50 Crores**, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry RBI Bank rate + 5% (five percent) Simple Interest or as reviewed/advised by Railway board from time to time. The payment and recovery of such advances shall be made as per manners prescribed in **Clause 46.4 of the Standard General Conditions of Contracts.**

36.0 NEGOTIATION

36.1 The Railway reserves the rights to enter into negotiations with one, more or all tenderers, at its sole discretion, before acceptance of any particular tender in order to clarify special conditions for reduction of rates and/or for changes in scope of the work etc.

36.2 Should such a negotiations with a tenderer be entered into, the tenderer shall not be permitted to increase the quoted rates under any circumstances, even if it includes withdrawal and/or modification of such special conditions as are given by the tenderer along with his original tender.

37.0 COUNTER OFFERS

In cases where the overall value of L-1 is not unreasonably high but the rate(s) for certain item(s) in a schedule or the total value for a schedule happens to be higher than those quoted by other tenderers in the same tender or higher than the last accepted rates, the method of counter offering the lower rate(s) obtained in the same tender or if all these are higher, any other rate(s) considered reasonable by tender committee may be adopted while finalizing the tender.

38.0 ACCEPTANCE OF TENDER

38.1 The authority for acceptance of this tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest or any other tender. The Railway reserves the right to cancel the tender, accept a tender in whole or in part or reject any tender or all tenders. No tenderer shall demand any explanation for such cause of rejection of his tender nor does the Railway undertake to assign reasons for declining to consider or reject any particular tender.

38.2 The Railway reserves the rights to split the work without any reference to tenderer and may divide this tender to more than one tenderer, if deemed necessary.

39.0 LETTER OF ACCEPTANCE

39.1 Acceptance of this tender shall be communicated to the successful tenderer, whose tender would be accepted by the Railway, by Registered Post at the address given by him in his e-tender in the website. The letter of acceptance shall remain operative till a formal contract agreement is executed and signed between the contractor and the Railway after which the said letter of acceptance shall merge into the aforesaid formal agreement.

39.2 The Railway shall not intimate result of this tender to such tenderer whose tender would not be accepted. However, the Railway shall refund the earnest money to such tenderer as early as possible, where such a refund is required to be made as detailed here in above.

40.0 ELECTRONIC REVERSE AUCTION(E-RA):
(Ref: RB L/No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)
Process of Electronic Reverse Auction (e-RA) shall be adopted for Works tenders valued more than Rs. 50 Cr. in each case.

41.0 **Documents to be submitted Along with Tender:**
(Clause 14.0 of Part-I of GCC April 2022)

(1) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / company / Joint Venture (JV) / Registered Society / Registered Trust/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of

the constitution of their concern, and copy of PAN Card, Trade License etc. along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case maybe.

In addition the tenderer should submit valid trade license, tax clearance, pan card, GST registration certificate, EPF registration certificate & the tenderers shall submit a self declaration, as per tender condition etc....

(2) Following documents shall be submitted by the tenderer : `

(a) Sole Proprietorship Firm:

(i) All documents in terms of **Para 17.0, 18.0, 19.0 of Tender Form above.**

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

(i) All other documents in terms of explanatory notes in **Para 17.0, 18.0, 19.0 of Tender Form.**

(c) Partnership Firm:

(i) The tenderer shall submit all documents as mentioned in **–Para 21.0 of Tender Form.**

(d) Joint Venture (JV): The tenderer shall submit documents as mentioned in **Para 16.4 of Tender Form.**

(e) Company registered under Companies Act'2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms of explanatory notes in. **Para 17.0, 18.0, 19.0 of Tender Form.**

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement.

(ii) A copy of Certificate of Incorporation.

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all the partners of the LLP that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender/contracts as on the date of submission of bids, either in individual capacity or in any firm/LLP or JV in which they were/are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under **Clause 62** of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in Para 18.0 of Tender Form.

(g) Registered Society & Registered Trust:

(i) A copy of the Certificate of Registration.

(ii) A copy of Memorandum of Association of Society/Trust Deed.

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liabilityagainst the Society/Trust.

(iv) A copy of Rules & Regulations of the Society.

(v) All other documents in terms of explanatory notes in. Para **17.0, 18.0, 19.0** of Tender Form.

(3) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the

individual who has signed the tender.

(4) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(5) A tender from JV shall be considered only where permissible as per the tender conditions.

(6) The Railway will not be bound by any change of Power of Attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

42.0 (Clause 15 of Part-I of GCC April 2022)

The tenderer whether sole proprietor/a company or a partnership firm / joint venture (JV) / registered society / registered trust/HUF/LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the tender /Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed/Memorandum of Understanding/Article of Association/Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.

--------E N D----------

Chapter-III

Eastern Railway
Office of the Divisional Town Engineer
Eastern Railway Kanchrapara Workshop
P.O. Kanchrapara, 24-Parganas(N). W.B.

SPECIAL CONDITIONS OF CONTRACT-GENERAL

1.0 GENERAL

1.1 Books of reference: Tenderer should purchase a copy the following books of Engineering department of the Eastern Railway from the office of the Principal Chief Engineer, Eastern Railway, 17, N. S. Road, Kolkata- 700 001 on payment of prescribed cost and should go though them:

The Indian Railways Unified Standard Specification, 2021 edition with all correction slips issued time to time and up to date, hereinafter referred to as **'IRUSS-2021**, for the purpose of specifications of works and materials along with '**GCC 2022** for such materials which are not covered under **IRUSS-2021** & Indian Railways Unified Standard Specifications (Works and Material) 2021 updated with correction slips issued up to date.

The General Conditions of Contract, 2022 edition with all correction slips issued time to time and up to-date, hereinafter referred to as **'GCC 2022'** for the purpose of general condition of contract and 3. The **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)** edition with all correction slips issued time to time, hereinafter referred to as **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway** for specifications and rates.

1.2 ***Inconsistency in this tender document*** All the aforesaid books of reference' shall be read with all up-to-date correction slips issued thereto from time to time. These books of reference shall govern the contract and shall form integral part thereof subject to modification, addition or suppression by special conditions of contract and/or special specifications of the work as contained in this tender document. However, in case of any inconsistency and contradictions between the books of reference and the special conditions and specifications, the special conditions and specifications shall prevail. It must be noted that English version of this entire document will prevail.

1.3 All books, specifications, references and codes referred to hereinafter shall mean latest edition thereof incorporating all up-to-date correction slips and amendments issued thereto.

2.0 SPECIAL CONDITIONS REGARDING SAFETY PRECUTIONS TO BE TAKEN AT WORK SITE DURING EXECUTION OF WORK:

2.1 **PLYING OF ROAD VEHICLES NEAR RUNNING RAILWAY LINE** : The contractor shall not allow any road vehicle belonging to him or to his agents to ply in railway land next to running railway line. If for execution of certain works, such as earthwork, supply of ballast etc, it becomes necessary to use road vehicles in railway land next to the running railway line, the contractor shall apply to the engineer-in-charge for giving permission for such type of work with individual vehicles number, names and license particulars of the drivers, locations of works, duration and timings for such movement etc. The engineer-in-charge or his authorized representative will personally counsel, examine and certify all such road vehicles drivers, contractor's flagmen and supervisor, and will give written permission with name of road vehicles, their drivers, contractor's flagmen and supervisors etc to be deployed on the work along with location, period and timing of the work. This permission will be subject to obligatory conditions detailed hereunder in subsequent sub-Para:

2.2 The nominated vehicles and their drivers will only be utilized for the work and only in presence of at least one of the flagman and one of the supervisor certified for such work as above.

2.3 The vehicles shall ply at least 6.0 M clear of track. Any movement or work at less than 6.0 M and up to minimum 3.5 M clear off track centre shall be done only in presence of railway employee authorized by the engineer-in-charge. No part of the road vehicles will be allowed at a distance at less than 3.5 M from track centre. Cost of such railway employee shall be borne by the Railway.

2.4 The contractor shall remain fully responsible for ensuring safety and, in case of any accident, shall bear cost of all damages to his equipment and men and also all damages to the Railway and its passengers. The Engineer-in-charge may impose any other conditions necessary for a particular work site.

2.5 The road vehicles can ply along the railway line after suitably cordoning off the railway line at a minimum distance of 6.0 M from the centre of the nearest railway line. For plying of the road vehicles during night hours, adequate measures shall be prescribed in writing by the engineer-in-charge along with a site sketch and the same should be communicated to the contractor, contractor's representative, supervisor-in-charge of the work and of the section.

3.0 PREVENTION OF ACCIDENTS

3.1 The contractor shall be responsible for the safety his workmen and shall provide them with necessary standard wear and apparel consistent with the nature of work being executed by his workmen.

3.2 The contractor shall ensure safety of his workmen by posting necessary flagmen, whose job will be to caution the workmen of approaching trains, when his workmen work on or near running railway line. Similar action would be taken, while working on or near road in use.

3.3 The contractor shall protect the site of the work, excavated areas etc by adequate fencing and or other suitable means to prevent accidents to his own workmen, the railway men or any member of the public.

3.4 Should any accident take place, total cost of damage including the cost of treatment, loss and or compensation to all affected person/organization and the Railway shall be payable by the contractor. In case the Railway, under any circumstance or law of the country, pays such damage, the same shall be fully recovered from the contractor dues.

4.0 DEPLOYMENT OF QUALIFIED ENGINEERS AT WORK SITES BY THE CONTRACTOR (Clause 26A OF PART-II OF GCC April 2022)

4.1 The contractor shall also employ Qualified Graduate Engineer(s) or Qualified Diploma Engineer(s), as prescribed in the tender documents.

4.2 In case the contractor fails to employ the Engineer, as aforesaid in Para 4.1 above, he shall be liable to pay Liquidated damaged at the rates, as prescribed in the tender documents.

4.3 In addition to the technical staff, which the contractor may already be having, the contractor will be required to employ qualified engineer immediately on commencement of the work, based on the value of contract as specified below for full duration of the contract [Authority: Railway Board's letter no. 2012/CE-I/CT/O/20, dated 12.07.2013]:-

SN	Contract Value	No. of Engineering Degree Holders or Diploma Holder to be employed	Duration
a	Rs. 200 lakh and above	One Qualified Graduate Engineer	Till completion of the work
b	More than Rs. 25 Lakhs but less than Rs. 200 Lakh	One Qualified Diploma holder Engineer	Till completion of the work

4.4 In case the contractor fails to employ the qualified Engineer as aforesaid in para 4.1 above, he in terms of provision of the clause will be liable to pay an amount Rupees Forty Thousand and Rupees Twenty Five Thousand for each month or part thereof for

the default period for the provision as contained in para 4.1a and 4.1 b above respectively.

4.5 For track related contractual works of values as specified above individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineers and Contractors for track contract works can employ such individuals at their work site on Indian Railways. (Ref: Railway Board letter No. 2012/CE-I/CT/0/20 dtd. 12.07.2013).

5.0 RECOVERY OF SECURITY DEPOSIT(As per Clause 16.1 of Part-II of GCC April 2022)

5.1 The contractor has to deposit full amount of security deposit as prescribed in the GCC 2022 read with further instructions on the subject available for the time being. For this purpose, **The Security Deposit shall be 5% of the contract value**. The amount of the security deposit shall be deducted, without any exception, from all running on account/final bill of the contractor at the rate prescribed in the GCC 2022 @6% and modified subsequently till the full amount is realized. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract (if the eligible contractor quotes rate from 0% below to 5% below, as per GCC 2022 ACS 11).

5.2 Unless otherwise specified in the special conditions, if any, the Security Deposit / Rate of recovery / mode of recovery shall be as follows:-

i. Security deposit for each work should be 5% of the contract value,
ii. Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered.

Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract (if the eligible contractor quotes rate from 0% below to 5% below, as per GCC 2022 ACS 11).

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

5.3 Security deposit shall be returned to the contractor after the physical completion of the work as certified by the competent authority. The competent authority shall normally be the authority who is competent to sign the contract. If, this competent authority of the rank lower than JA Grade, then a JA Grade officer (concerned with the work) should issue the certificate. The certificate, inter alia, should mention that the work has been completed in all respect and that all the contractual obligations have been fulfilled by the contractors and that there is no due from the contractor to Railways against the contract concerned. Before releasing the security deposit, an unconditional and unequivocal 'no claim certificate' from the contractor concerned should be obtained. **The Security Deposit, however, shall be released only after the expiry of the maintenance period and after passing the final bill based on "NO CLAIM CERTIFICATE".**

5.4 <u>Forfeiture of Security Deposit</u>: (As per Clause. 16.2(ii) of Part-II of GCC April 2022)-

Whenever the contract is rescinded as a whole under clause 62 (1) of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.

5.5 In partial modification to the above instructions, it has now been decided that:-

a) No interest will be payable on the earnest money/ bid security and the security deposit or amount payable to the contractor under the contract.

b) After the work is physically completed, Security Deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR / irrevocable Bank Guarantee for equivalent amount to be submitted by him.

6.0 <u>PERFORMANCE GUARANTEE:</u> (As per Clause 16(4) of Part-II of GCC April 2022)

The procedure for obtaining Performance Guarantee is outlined below:

(a) The successful bidder shall have to submit a Performance Guarantee (PG) **within 21(Twenty one) days form the date of issue of Letter Of Acceptance (LOA)**.extension of time for submission of PG beyond 21(twenty one) days and **up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement**. However, **a penal interest of 12% per annum** shall be charged for the delay beyond 21(twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the railway, submission of PG can be accepted on the nest working day.

In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, **the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit earnest money deposit and other dues payable against that contract**. In case a tenderer has not submitted earnest money deposit on the strength of their registration as a startup recognized by department of Industrial policy and promotion (DIPP) under ministry of commerce and Industry, DIPP shall be informed to this effect.

The failed contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the **original contract value and Additional Performance Guarantee (as per GCC ACS 11)** in any of the following forms,: -

(i) A deposit of Cash,

(ii) Irrevocable Bank Guarantee,

(iii) Insurance Surety Bond as per Annexure- XIV.

Note:- In case of extension of DOC, selected bidder needs to submit extended Insurance Surety Bond/ Fresh Insurance Surety Bond/ Fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

(iv) Government Securities including State Loan Bonds at 5% below the market value,

(v) Deposit Receipt, Pay Order, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks;

(vi) Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Commercial Banks of India;

(vii) A Deposit in the Post Office Savings Bank;

(viii)A Deposit in the National Savings Certificates;

(ix) Twelve years National Defense Certificates;

(x) Ten years Defense Deposits;

(xi) National Defense Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also FDR in favour of FA & CAO (free from any encumbrance) may be accepted.

(c) A Performance Guarantee shall be submitted by the successful bidder after the letter Of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after the physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The Security Deposit shall, however be released only after expiry of the maintenance period and after passing the final bill based on 'No Claim Certificate' from the contractor.

(f) Wherever the contract is rescinded, the performance guarantee already submitted for the contract shall be encashed in addition to forfeiture of security deposit available with railway. The balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating in the tender for executing the balance work. If the failed contractor is a JV or a partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balancer work in his/her individual capacity or as a partner of any other JV/partnership firm.

(g) The engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and /or without prejudice to any other provisions in the contract agreement) in the event of :-

(i) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service notice to this effect by Engineer.

(iii) The contractor being determined or rescinded under clause 62 of the GCC,

(h) **If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an Additional Performance Security shall be submitted by the bidder as below (as per GCC 22 ACS 11):**

Below 0-5% (inclusive)- Nil
Below 5%- 5%

7.0 RECOVERY OF INCOME TAX

i) In terms of section 101 (c) of the Income Tax Act, 1961, Income Tax including surcharge levied thereon shall be deducted, without any exception, from all payments made to the contractor by the Railway in discharge of this contract at the rate notified by the Central Government at the time of making such payments and deduction certificates would be issued to the contractor on his request. The contractor is advised to settle his final account with the respective Income Tax Officer. However, where specified written instructions are received from the respective Income Tax Officers in regards to this contract, the same would be followed.

ii) Income Tax @ 2% of the gross amount will be recovered from all bills of the contractor in terms of Section 194(C) of the Income Tax Act, 1961 as introduced through the Finance, Act, 1972.

8.0 CARE IN SUBMISSION OF TENDERS:

(a) (i) 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 that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a) (ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a) (iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/ SGST Act shall submit GSTIN along with other details required under GST/IGST/UTGST /SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/ UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

8.1 SUBMISSION OF GST REGISTRATION CERTIFICATE

8.1 .1 Contractors have to submit valid GST registration certificate, failing to which payment will be made as per latest GST rules and amendments of extant rules.

9.0 **VARIATION IN QUANTITY AS PER CLAUSE 41 & 42 OF Part-II of GCC April 2022.**

9.1 Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply).

In case of increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender. If floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions:

In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates:

i. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

ii. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

iii. Variation in quantities of individual item beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associated finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

a. The variation in quantities as per the above formula will apply only to individual items of the contract and not on the overall contract value.

b. Execution of the quantities beyond 150% of the overall agreemental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of FA&CAO/ FA&CAO (C) and approval of the General Manager.

c. In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

9.2 In cases where decrease is involved during execution of contract:

(a) The Contract signing authority can decrease the items up to 25% of individual item without finance concurrence.

(b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of an officer not less than rank of S.A. Grade may be taken, after obtaining "NO CLAIM CERTIFICATE" from the Contractor and with Finance Concurrence, giving detailed reasons for each such decrease in the quantities.

(c) It should be certified that the work proposed to be reduced will not be required in the same work.

9.3 The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.

9.4 No such quantity variation limit shall apply for foundation items.

9.5 As far as SOR items are concerned the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

9.6 For the tenders accepted at Zonal Railways level, variations in the quantities will be approved by the authority in whose powers revised value of the agreement lies.

9.7 For tenders accepted by General Manager, variations up to 125% of the original agreement value may be accepted by General Manager.

9.8 The original agreement value may be accepted by General Manager.

9.9 The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

10.0 SPECIFICATIONS OF WORK AND MATERIALS

10.1 Entire work shall be carried out in accordance with the specifications contained in Tender Schedule, **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway**

(whichever is applicable) and IRUSS-2021 subject to modification, addition, supersession by the special specifications contained in this tender document.

10.2 Any specifications, not covered by this tender document, shall be in accordance with relevant IRS codes, BIS codes and or IRC codes read in the order as they appear here.

10.3 Materials to be supplied by the contractor for the work shall conform to specifications contained in the Tender Schedule, **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)** and IRUSS-2021 edition. If called upon, the contractor shall state the actual source of supply of materials to be supplied by him and shall submit samples for prior approval. During execution of the work, all materials brought to the site by the contractor must be offered for inspection and passing by the Engineer or his representative before being used in the work and such approval shall be recorded in a register maintained for the purpose.

10.4 All paints/distemper including plastic paint to be used shall only be those manufactured by one of the following firms or any other approved brand and of colour and shade approved beforehand by the Engineer. These materials shall be brought in sealed drums and each such drum shall be opened in the presence of the Engineer before use.

- Asian Paints.
- Berger Paints.
- Shalimar Paints.
- Dulux.
- Nerolac.

10.5 **Cement and Reinforcement & structural steel** for the entire work shall be supplied/ used by the Contractor under relevant Schedule conforming to IRS/BIS Specifications.

10.5.1.0 Cement

1.1 Cement supplied and used for work as specified under relevant schedule, shall conform to relevant BIS code/specifications.

1.2 Cement produced by reputed manufacturer approved by the Engineer – In – Charge shall be suppliedby the Contractor and used for construction.

1.3 Decision of Engineer regarding reputed firms shall be final and binding on the contractor.

1.4 Cement within 3 (Three) months from the date of manufacture shall only be used for the work.

1.5 Cost of the cement procured by the contractor should be paid only after consumption towards thedifferent item of works of schedules.

10.5.2.0 Reinforcement & structural Steel

Guidelines for procurement of Steel Items in Railway Project/Contracts.
Ref: EDCE(G)/Railway Board's letter No.2007/CE-I/CT/8 dt.01.05.12

(a) All reinforcement Steel (TMT Bars) and Structural Steel shall be procured as per specifications mentioned in BIS's documents – IS: 1786 and IS : 2062 respectively. Independent tests shall be conducted, wherever required, to ensure that the materials procured conform to the specifications.

(b) These steel shall be procured only from those firms, which are Established, Reliable, Indigenous & Primary Producers of steel, having integrated steel plants (ISP), using iron are as the basic raw material and having in-house iron rolling facilities, followed by production of liquid steel and crude steel , as per Ministry of Steel's guidelines.

(c) However, only certain isolated sections of structural steel, not being rolled by ISPs, can be procured from the authorized re-rollers of ISPs or authorized licensee of BIS having traceability system and who use billets produced by ISPs. Traceability shall be ensured by an officer specially authorized by the concerned SAG Officer of the Zonal railway on case to case basis for this purpose.

a. SAIL

b. TISCO
c. RINL
d. Any other Primary Steel Producer having Integrated Steel Plant (ISP) and using iron ore as the basic raw material and having in-house iron rolling facilities, followed by production of steel through the process of **DRI-EAF, BF-BOF and Corex -BOF only**.

e. The contractor shall produce the certificate issued by plant manufacturer/Plant consultant (with documentary proof of process) establishing process being used at plant is either of **DRI-EAF, BF-BOF and Corex-BOF route only,** for manufacturing TMT reinforcement bar using iron ore as basic raw materials.

10.6 The sanitary fittings to be supplied shall be of **Hindustan, Tyford, Nycer, Parryware, Hindware** or any other approved brand and are subject to prior submission of samples and approval thereof.

10.7 **The contractor has to arrange the manufactures test certificate for the steel and cement supplied at the site along with the other documents such as invoices etc.**

Contractor shall furnish copy of the test certificate for cement, reinforcement steel, structural steel issued by the manufacturer for lot from which supply has been taken by the contractor and also furnish the source where the same has been purchased. The Railway reserves the right to take the samples of the materials supplied by the contractor and to get the same tested at approved/recognized laboratories as is being done by other Government Organizations such as CPWD, at the cost of the contractor and the results thereof shall be binding on the contractor. Steel shall be tested for chemical properties, tensile strength, elongation, bend test etc. Cement bags should bear the information in legible marking of manufacturers name, registered trade mark of the manufacturer if any, type of cement, weight of each bag in kg, date of manufacture as well as month and year of manufacture, and will bear ISI certification mark.

10.8 Steel and Cement used for work will be paid as per relevant items in Schedule of quantities and rates. The rate for supply of steel also include costs of transporting, loading, unloading, handling, re-handling with all lead, lift, and all taxes and incidental charges etc. The rate for supply of Cement is also inclusive of transportation, loading, unloading, re-handling, storing with all lead, lift, all taxes and incidental charges etc.

10.9 No allowance for wastage on any of the materials supplied by the contractor including Cement andSteel is payable by the Railway.

10.10 Contractor will make his own arrangements for storing cement, steel and other materials.

10.11 Reinforcement steel should be paid only after utilization in RCC work. Payment should not be madefor bars projected beyond the casting level until the same is concreted in next stage.

10.12 Standard weights as per relevant IS code will be followed for arranging payment for steel.

10.13 The contractor should maintain detailed records of receipt of steel & cement from different locations and shall keep the challans, R.R. No., Lorry No. etc and shall maintain the record of the receipts, issues and balance in the register and produce the same to the Engineer in charge or his representative as demanded.

10.14 Samples of materials to be supplied by the contractor may be got tested at the contractor's cost in any recognized laboratory at the sole discretion of the Engineer.

10.15 Recommended list of Brands/Makes of materials for use in all Civil Engineering Works in Eastern Railway is as per specification of PCE/ER/Kolkata vide CE(G)/ER/Kolkata's L.No-W(2)623/25/Vol.XV, dt-03.09.2025

11.0 HIRE CHARGES

11.1 The Railway may give to the contractor any plant and equipment on hire, if available, on a specific request made by the contractor to the Railway. However, the Railway shall not entertain any claim of the contractor for compensation due to the Railway's failure to do so. The Railway shall also not

entertain any excuse of the contractor for slow progress or non-performance of the work due to the Railway's inability to supply such plants and equipments.

11.2 Issue of such plants and equipments shall not be allowed as a matter of routine, rather shall be permitted only in those cases where need for help from the Railway could be established having regard to the nature and urgency of the situation and without adversely affecting normal requirements of the Railway. A statement of materials, thus issued, and hire charges recovered should invariably be furnished along with the final bill by the contractor.

11.3 **Recovery of hire charges** The hire charges to be recovered from the contractor are to be calculated as under:

1. Cost of materials shall be the book value or last purchase rate, whichever is higher plus 5% for freight and 2% for incidental charges thereon. The cost thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.
2. The hire charges per annum shall be calculated on the cost of the materials arrived at as per sub-Para 1 above on the following basis:

a) Interest on the total cost of material should be charged at the ruling rate of dividend payable by Railways to the General Revenue plus;

b) Depreciation charges at 10 % of the cost of materials arrived at as per sub-Para 1 above to be charged for all classes of materials plus;

c) Additional depreciation charges at 10 % on the total of a & b above shall be charged to meet the contingencies.

11.4 The contractor shall bear the cost of carriage, including other incidental charges such as loading, unloading, handling etc, of the plants and equipments to the site of the work and also back to the depot from where they were issued.

11.5 No cutting of holes shall be allowed in the plants and equipments thus issued and they shall be returned to the Railway in a completely good and serviceable condition. In case of failure of the contractor to return any plants and equipments in a good and serviceable condition, the cost, thereof, shall be recovered from contractor at the rates arrived at as per item 18.3.1 above increased by 100 %. Decision of the engineer-in-charge of the work shall be final in determining condition of the plants and equipments and the same shall be binding on the contractor.

11.6 Running expenses including fuel, lubricants and stores and labourers, for the plants and equipments supplied by the Railway, shall also be paid for by the contractor at the cost to be determined by the Railway.

11.7 Staff and stores for running the plant may be supplied by the contractor with approval of engineer-in-charge. The staff of the contractor so permitted must be properly skilled to operate the plants and equipments concerned.

12.0 RESPONSIBILITY FOR DAMAGE TO CONTRACTOR'S MATERIALS

12.1 The Railway administration shall not be responsible for any loss or damage to the contractor's materials, equipment, tools and plants due to fire, flood or any other cause whatsoever.

12.2 The materials issued by the Railway to the contractor for use in the work shall be treated as contractor's materials for this purpose and the contractor shall make good the materials in the event of any loss or damage thereto.

12.3 Part of the work finished but not taken over by the Railway shall be treated as contractors materials for this purpose and the contractor shall be responsible for making good any loss or damage thereto.

13.0 RECOVERY OF CESS

Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction s' Welfare Cess Act, 1996": (Authority: Rly. Bd.'s Letter nos. 2008/CE-I/CT/6 dated 09.07.2008 & 09.08.2019) and (Clause 55-D of Part-II of GCC April 2022.)

The tenderers, for carrying out any construction work, must get themselves registered from the Registering Officer under Section-7 of the Building and Other Construction

Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Deptt.). The Cess shall be deducted from contractor's bills as per provisions of the Act. For enactment of this Act, the tenderer shall be required to pay Cess @ 1% of cost of Construction work to be deducted from each bill

14.0 **QUALITY ASSURANCES AND REDUCED PAYMENT :**

i) The contractor shall supply all materials and execute all works according to the specification and drawings pertaining to the work, both in respect of structural strength and finish, in addition to complying with provision of GCC 2022.

ii) Mixing of cement for concrete, mortar etc. shall be done by Mechanical Mixer and concrete should be vibrated by vibrator of appropriate design. All charges for working of machines viz. fuels, drivers, repairs, etc. will have to be borne by the contractor. No extra payment will be made on this account.

iii) In case a contractor executes a work, which is below the specified structural strength, the work shall be dismantled and re-executed at contractor's cost at the sole discretion of the Engineer at Site.

iv) **In case a contractor executes a work which is structurally up to specifications, but sub- standard in finish, the same may be approved and accepted by the Railway in cases where finish is not so important, at Railways sole discretion, provided that where such a work is accepted, the payment for such work shall be made @ equivalent to 90% (ninety percent) of the rates accepted for such work in the Schedule of items.**

15.0 THE CONTRACTORS MUST ABIDE BY AND COMPLY WITH THE PROVISION AND RULES OF CONTRACT LABOUR (REGULATION & ABOLITION) ACT,1970 AND RULES 1971.

The provisions of Contract Labour (Regulation & Abolition) Act 1970 and Contract Labour (Regulation and Abolition Central Rules 1971 with all the additions, alterations and amendments as may be made from time to time shall be fully binding on the Contractors and shall become part of this contract. The violation of any of the statutory provision of the said act and rule shall be treated as breach of essential and substantial terms and conditions of the contract and with the result the contract may be abrogated forthwith either at the initiative of the Rly. Administration (Principal employer) one of the parties to the contract of or as per order and / or directive of the competent authority under the said Act and Rule with or without any notice whatsoever and that without payment of any damages whatsoever, which may arise as a consequence of such abrogation of the Contact. The contractor besides his other liabilities shall also be bound and liable to he Railway Administration (Principal employer) being of the parties to the contract or to pay and/or compensate for the expenses which the Rly. had to incur to fulfill any terms and conditions and/or provisions of the said Act and Rules because of failure of the parties and of the contractor to fulfill these terms and condition and/or provisions of the said Act and Rules and the Rly. Administration (Principal employer), one of the parties to be contract shall be at liberty to deduct the amount as may be ascertained in the manner as provided for in the Act and rule or otherwise at its direction.

16.0 APPRENTICE ACT**-1961:**

The contractor shall be responsible to ensure compliance with the provisions of the Apprentices Act, 1961 and the Rules & orders issued hereunder from time to time in respect of Apprentices directly or through petty contractors or sub-contractors employed by him for the purpose of carrying out of contract.

If the contractor directly or through petty contractors or sub-contractors fails to do so, his failure will breach of the contracts the Rly. may in its direction rescind the contract. The contractor shall also be liable for any pecuniary liability arising account of any violation of the provisions of the Act.

17.0 OBSERVANCE OF STATUTORY ACT.RULES, **etc.**

The Contractor(s) will be bound by the provision of the minimum wages Act, 1948 as amended from time to time and the rules made hereunder with regard to labour in schedule employment, i.e. on road Construction, building operation and stone breaking and stone crushing "Road Construction" will include new construction as well as maintenance and repairs of roads and building operation will include the construction of docks. Wharfs, jetties, bridge, tunnels, overhead tank etc. and also maintenance and repairs of the same. The provision of the minimum wages Act will also apply to ordinary maintenance works and petty woks also. The schedule of minimum wages as prevalent shall be fallowed.

18.0 PROVISION OF EFFICIENT AND COMPETENT STAFF AT WORK SITES BY THE CONTRACTOR. RAILWAY BOARD LETTER NO. 2012/CE-I/CT/O/20 DT. 10.05.13. (CLAUSE-26 OF GCC)

18.1 The contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workman & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

18.2 The Contractor shall at once remove from the works any agents, permitted subcontractor, 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.

18.3 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 proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as 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 Railway to rescind the contract under Clause 62 of these conditions.

19.0 **SUPPLY OF RAILWAY MATERIALS:**

19.1 For items executed under the **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)**, supply of materials by the Railway to the contractor shall be regulated as per terms and conditions specified in the preface of the book and the introductory remarks on the top of each of the chapter of the said book of reference subject to modifications detailed herein.

19.2 Materials, supplied by the Railway, shall be supplied at the store godowns of the JE/SE under whom the work will be executed and the contractor shall carry the materials from there to the site of the work by road or by loading into wagons at his own cost as per direction of the Engineer-at-site. Detention of wagons, if any, shall be on the contractor's account. The tendered rates for items, where materials shall be supplied free by the Railway, shall include loading, unloading, leading, lifting, stacking, handling, re-handling, crossing of lines, tracks, and obstructions etc of such materials. No extra payment shall be made in this respect. This supersedes provisions of payment for lead and lift of materials specified in the introductory remarks of various chapters of the **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable).**

19.3 Materials, to be supplied by the contractor, shall be delivered at the site of consumption and the Railway shall make no payment towards handling, transport, storage and safe custody of the same.

19.4 While transporting and storing materials supplied by the Railway, the contractor shall guard against any deterioration, damage or loss due to any cause whatsoever (i. e. cement becoming set due to moisture, steel getting rusted etc) and the contractor shall make necessary precautionary

arrangement for this at his own risk and cost. Cost of materials damaged by the contractor shall be recovered as detailed in the Para below.

19.5 In case of supply of cement by the Railway in Jute/Polythene bags, the empty bags, if not required by the railway, shall be retained by the contractor for disposal, preferably to the authorized bag collecting agents, and a sum of Rs. 3/- (Rupees Three only) per bag shall be recovered from the contractor's bills towards cost of each such bag.

19.6 In case of supply of cement by the railway in paper bags, as in the case of imported cement, the paper bags shall be retained by the contractor for disposal in his own way and no recovery shall be made from his bills towards empty bags.

19.7 Quantity of materials, supplied by the Railway to the contractor, shall be regulated by the Railway commensurate with progress of the work and shall be issued only on a written demand from the contractor from time to time.

19.8 All materials issued in excess of requirement by the Railway to the contractor shall be returned by the contractor in good condition free of cost at the store godown of the stockholder from where they were issued. In case of reinforcing and or structural steel, cut pieces to the extant of maximum of 2 % (Two percent) of actual consumption shall be returned without attracting any deduction. For any excess over this quantity, deduction at the rate worked out as per Para 10.13 below would be effected.

19.9 If the contractor fails to return excess materials issued to him, cost of such excess materials shall be recovered, for the quantity of each of such materials not returned, at the rates 1.5 times the prevailing procurement rates at the time of last issue of each of such materials plus 5 % (five percent) for freight and 2 %(two percent) towards incidental charges. The rates thus arrived at shall be increased by 12.5% for supervision charges as per extant rules.

19.10 While transporting materials, whether supplied by the Railway or by the contractor, the contractor shall be fully responsible and answerable for any dislocation or damage caused by him to rail traffic or to roads and for any accidents which may occur en-route and shall make good the same at his own risk and cost. It is deemed that the contractor has fully indemnified the Railway against any claims made by any party for such dislocation, damage or accident. In the event of the contractor failing to make good such loss, the Railway shall do so, at the contractor's cost, at its sole discretion.

20.00 **EPF & ESI Provisions of Employees' Provident Fund and Miscellaneous Provisions Act,1952 will be dealt as per Clause 55.B of Part-II of GCC April 2022. -** The Contractor shall comply with the provisions of Para 30 and 36-B of the Employees Provident Fund scheme, 1952: Para 3 and 4 of Employees' Pension Scheme, 1995; and Para 7 and 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time, wherever applicable and shall also indemnify the Railway from and against only claims under the aforesaid Act and the Rules.

21.00 **SYSTEM OF VERIFICATION OF TENDERER'S CREDENTIALS: (Authority: Railway Board's letter no.2017/Trans/01/Policy dated 08/02/ 2018)**

21.01 For the works tenders, it has been decided to adopt the affidavit-based system of credential verification. The tenderer shall submit along with the tender document, documents is support of his/ their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/ certificates in support of credentials, submitted by the tenderer, shall be self attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as "documents supporting the claim of qualifying the laid down eligibility criteria", will be considered for evaluating system is already being followed by some of Railway PSUs.

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) **A copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-X. In addition to Annexure-X, in case of other than Company/Proprietary firm. Annexure - X(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUH / Limited Liability Partnership (LLP) etc, as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document."**

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any Such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway there under.

(vi) In case of any wrong information submitted by tenderer, the contract shall be terminated, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and besides any other action provided in the contract including banning of business for a period of up to two year.

22.00 COMPLIANCE OF THE EPF & **MP ACT, 1952:**

22.01 No contract may be awarded if a valid PF Code number is not available with the contractor.

22.02 Bill of the establishment may be cleared only after verification of PF challan being paid for the previous month among other statutory dues by the contractor/establishment through the link http://www.epfindia.com/site_en/For Employers.php? id=sm 1 index.

23.00 Price Variation Clause (PVC) in works contract: *(NOT APPLICABLE FOR THIS TENDER)* Price variation clause (PVC) in works contract is dealt with in accordance with provision of item 46A of GCC 2022. Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores (with GCC 22 upto date correction slips).

24.00 **MODE OF PAYMENT THROUGH LETTER OF CREDIT (LC) AS OPTION IN SUPPLY/WORKS CONTRACTS: (Authority: Railway Board's letter No.2018/CE-I/CT/9 dated 04.06.2018).**

(i) For all the tenders having advertised cost of **Rs.10 lakh or above**, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.

(ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.

(iii) The option so exercised, shall be an integral part of the bidder's offer.

(iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

(v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:

(vi) (a) The LC shall be a sight LC.

(b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

(c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.

(d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

(e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (as per format enclosed as Annexure-2 to the Rly. Board's letter no. 2018/ CE-I/CT/9 dated 04.06.2018) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.

(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.

(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).

(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.

(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

(m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

(n) Any number of bills can be dealt within one L.C, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

(p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

25.00 MULTIPLE L1:

In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case Bid Capacity is also the same Tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow**.**

26.00 Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.

A Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in term of clause 54 and 55 of Indian Railways General Condition of contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain .The Registration/updation of portal shall be done as under.

(a) Contractor shall apply for onetime registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of letter of acceptance . Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any engineer , can create password with login ID (PAN No.) for subsequent use of portal for all LOA's issued in this favour.

(c) The contractor once registered on the portal, shall provide details of his letter of Acceptances (LOA) /contract Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.

(d) After approval of LOA by Engineer, contractor shall fill the salient details of contract labour engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basic.

(e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.

(f). While processing payment of any "On Account bill" or "Final bill" or release of "Advances" or performance Guarantee/Security deposit'. Contractor shall submit a certificate to the engineer or Engineer's representative that " I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's shramikkalyan portal at www.shramikkakyan. Indianrailway.gov.in "till--- Month-------Year."

27.00 ARBITRATION CLAUSE :

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 same will be dealt under clause 63 to 64(8) of GCC April 2022 and its latest amendments.

CHECK LIST

Documents to be uploaded only in the website by the Tenderer

Following Annexures duly filled and signed are to be **uploaded online only** prior to Closing of Tender. Original copy of all the documents to be submitted to office **within 7 days whenever demanded by the Railway.** Annexures are available at Upload/View Document menu in Home Page of IREPS portal for works tender.

1. The details of the **works completed** by the tenderer during the last three years to be filled in **Annexure-I.**

2. The details of **Plants and Machinery** with the tenderer to be filled in Annexure-**II.**

3. Details of **Personnel and Organization** of the Tenderer to be filled in Annexure-**III.**

4. Details of **Works presently on hand** of the Tenderer to be filled in Annexure-**IV.**

5. The details regarding **Association of Railway Officer**(s) with the tenderer to be filled in Annexure- **V**.

6. List of the **Arbitration cases** of the Tenderer during last Five years to be filled in Annexure-**VI.**

7. List of the **Court cases** of the Tenderer during last Five years to be filled in Annexure- **VII.**

8. **NEFT MANDATE FORM.** All Payments to the agency (including the refund of the Earnest Money of the unsuccessful bidder preferably) will be remitted through NEFT. The Tenderer is required to submit Bank details and A/C No. etc. in **Annexure-VIII**.

9. Details of **EPF & ESI** particulars should be compliance to be filled in **Annexure-IX**

10. **Format for self declaration** to be filled in **Annexure-X & Annexure-X (A).**

11. Format for Bank Guarantee Bond for Bid Security Declaration to be filled in **Annexure-XI**
12. The Annual contractual turnover data for last 3/4 years to be filled up by the Chartered Accountant for Financial Eligibility Criteria should be filled in **Annexure-XII.**

13. **TENDER FORM (First Sheet) should be filled in Annexure-XIII.**

14. **Any other documents as mentioned in Tender Document (if any).**

ITEMS TO BE UPLOADED IN CONDITION MASTER

SN	Items as per Condition Master of IREPS	Items to be uploaded
1	Special Conditions	Specific to Work and to be uploaded by the Concerned Executive.
2	Undertakings	1.0 WHEREAS the President of India acting through the Eastern Railway administration and their authorized officers has invited e-tenders for the above-mentioned work vide tender notice mentioned in the NIT (Notice Inviting Tender) published in the website. 2.0 AND WHEREAS I/We, have read the above NIT (Notice Inviting Tender for e-tender, General instructions, Special Conditions-General, all special conditions and have purchased this e-tender document, have carefully read and understood the same, have visited the site and have satisfied myself/ourselves as to the nature of the work and site conditions before filling this e-tender. 3.0 AND WHEREAS my/our address for all communications hereinafter shall be considered as official and shall be made in the address, email Id and Mobile phone and other phone nos. given in the portal of IREPS while registering as tenderer for e-tender. In case of any change in this concerned officer of railway will be informed. 4.0 AND WHEREAS I/We state that in the event of this e-tender being unsuccessful, the aforesaid earnest money deposited by me/us may be refunded to me/us through NEFT. 5.0 AND WHEREAS I/We hereby sign this e-tender document digitally by virtue of the legal authorities vested with me/us to enter into commitment on behalf of the tenderer, documentary support whereof is enclosed herewith. 6.0 AND WHEREAS I/We have read and understood this e-tender document and agree to abide by the various terms and conditions contained therein. I/We also agree to keep the offer open for acceptance for a period of **60 days** from the date fixed for opening of the same and in default hereof, I/We will be liable for forfeiture of my/our earnest money. 7.0 Now, therefore I/We hereby submit this e-tender and offer to do the work for the Eastern Railway at the rates quoted in the schedule through online and hereby bind myself/ourselves to complete the work in all respects within the stipulated period of completion from the date of issue of the letter of acceptance of this tender. 8.0 And I/We agree to abide by the General Conditions of Contract–2022 editions and the **CPWD DELHI SCHEDULE OF RATES 2023-ver-1, DSR Horticulture & Landscaping-2020-ver-2, ER-USSOR-2021 for Eastern Railway (whichever is applicable)**, read with all correction slips issued thereto from time to time, and to carry out the works according to the special conditions and specifications of materials and works as laid hereunder in various chapters of this e-tender document. 9.0 And I/We have understood and accept the stipulation that all my dues will be forfeited by Railway and contract will be terminated if: 1. I/We do not execute the contract documents, in case my/our tender is accepted, within seven days after receipt of notice issued by the Railway that such documents are ready, or 2. I/we do not commence the work, in case my/our e-tender is accepted, within fifteen days after receipt of orders to that effect.

		10.0 And until a formal agreement is executed, acceptance of this tender shall constitute a binding contract between us subject to modifications as may be mutually agreed between us and indicated in the letter of acceptance of my/our offer for this work. 11.0 And I/We agree to produce the details of the uploaded documents whenever demanded for verification on written request at any point of time of the tender and contract within 7 days.
3	Technical Compliance	Demand for the credential criteria both Technical and Similar nature of work and other technical details are to be uploaded with a scanned copy duly filled in and signed as per **Annexure no. I, II, III**. These Annexures are available in View Document menu at home page and are downloadable. The details of the uploaded documents should be produced whenever demanded for verification on written request at any point of time of the tender and contract within 7 days.
4	Commercial Compliance	Demand for the Financial Criteria, Association of Railway Officers, List of Arbitration cases, Court cases and Mandate for NEFT are to be uploaded with a scanned copy duly filled in and signed as per **Annexure no. IV, V, VI, VII, VIII, IX respectively**. These Annexures are available in View Document menu at Home page and is downloadable. The details of the uploaded documents should be produced whenever demanded for verification on written request at any point of time of the tender and contract within 7 days.
5	Standard Technical Criteria	**For works amounting above Rs. 50 lakhs. :-** i) The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, Or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, Or One similar work costing not less than the amount equal to 60% of advertised value of the tender. **ii) Similar nature of work as applicable for this tender is given in appropriate NIT.** iii) Certificate from private individuals for whom such works are executed shall not be accepted.
6	Standard Financial Criteria	For works amounting above Rs. 50 lakhs. :- The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where V= Advertised value of the tender in crores of Rupees N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover. The tenderers shall submit requisite information as per Annexure-XII, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.
7	Definition of Similar Nature of Work	Specific to Work and to be uploaded by the Concerned Executive at NIT.
8	General Instruction	Tenderers are requested to go through the following documents which are available in upload/View Documents in Home page of IREPS portal for works tenders before submitting the e-tender. 1. General Instruction for E-Tenders on works contract--Chapter- II

		2. Special Condition-General- Chapter-III
8.1	Sub para	**Opening of e-tender:** 1. The e-tenders will be opened online using the IREPS portal *anytime after closing of the e-tender*. No representative is required to be present for opening of e-tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders through the website after the opening of the e-tender. **Note**: For more details refer to Cl: 4 & 12 of General Instruction-Chapter-I for Submission of Earnest Money Deposit, Cost of Tender Document and opening of e-tender.
9	Check List	**A.** Documents to be **uploaded only** in the website by the Tenderer Following Annexures duly filled and signed are to be **uploaded online only** prior to Closing of Tender. Original copy of all the documents to be submitted to office **within 7 days whenever demanded by the Railway.** Annexures are available at Upload/View Document menu in Home Page of IREPS portal for works tender. 1. The details of the **works completed** by the tenderer during the last three years to be filled in **Annexure-I.** **2.** The details of **Plants and Machinery** with the tenderer to be filled in Annexure- **II.** **3.** Details of **Personnel and Organization** of the Tenderer to be filled in Annexure-**III.** **4.** Details of **Works presently on hand** of the Tenderer to be filled in Annexure- **IV.** 5. The details regarding **Association of Railway Officer**(s) with the tenderer to be filled in Annexure- **V**. **6.** List of the **Arbitration cases** of the Tenderer during last Five years to be filled in Annexure-**VI.** **7.** List of the **Court cases** of the Tenderer during last Five years to be filled in Annexure- **VII.** 8. **NEFT MANDATE FORM.** All Payments to the agency (including the refund of the Earnest Money of the unsuccessful bidder preferably) will be remitted through NEFT. The Tenderer is required to submit Bank details and A/C No. etc. in Annexure-**VIII**. **9. Details of EPF & ESI** particulars should be compliance to be filled in Annexure-**IX.** **10. Format for self declaration** to be filled in **Annexure-X & Annexure-X (A).** **11. Format for Bank Guarantee Bond for Bid Security Declaration to be filled in Annexure-XI.** **12. The Annual contractual turnover data for last 3/4 years to be filled up by the Chartered Accountant for Financial Eligibility Criteria** should be filled in **Annexure-XII.** **13. TENDER FORM (First Sheet) Should be filled in Annexure-XIII.** **14. Any other documents as mentioned in Tender Document (if any).**
10	Custom	Scanned copy of any other letters/documents etc. (If **agency intends to submit**).

ANNEXURE-I

DETAILS OF WORKS COMPLETED BY THE TENDERER DURING LAST THREE YEARS

SN	NAME OF WORK AND CONTRACT AGREEMENT NUMBER	NATURE OF WORK	NAME AND ADDRESS OF CLIENT/DEPT.	ORIGINAL CONTRACT VALUE	DATE OF AWARD OF WORK	SCHEDULED DATE OF COMPLETION	ACTUAL DATE OF START OF WORK	ACTUAL DATE OF COMLETION	PAYMENT RECEIVED UP TO DATE	FINAL VALUE OF CONTRACT
1	2	3	4	5	6	7	8	9	10	

Signature of the Tenderer
with Date and stamp

ANNEXURE- II

DETAILS OF PLANT AND MACHINERY WITH THE TENDERER

List of plant and Machinery available on hand (own) and proposed to be inducted (own and hired) for the subject work should be given separately

SN	DESCRIPTION OF PLANT AND MACHINERT	NO. OF SUCH PLANT AND MACHINERT	DATE OF PURCHASE AND OWNER	MANUFACTURER AND DATE OF MANUFACTURE	DRIVEN BY PETROL/DIESEL/ELECTRIC	CONDITION OF THE PLANT AND MACHINERT	WHERE CAN IT BE INSPECTED	OWNED/PROPSED TO BE OWNED FOR THE WORK	FROM WHOM IT WOULD BE HIRED
1	2	3	4	5	6	7	8	9	10

Signature of the Tenderer
with Date and stamp

ANNEXURE- III

DETAILS OF PERSONNEL AND ORGANIZATION OF THE TENDERER

List of Personnel and Organization available on hand (own) and proposed to be engaged for the subject work should be given

SN	NAME OF PERONNEL	AGE	TECHNICAL QUALIFICATION	RELATION WITH THE TENDERER	COMMENCEMENT OF PRESENT EMPLOYMENT	TOTAL EXPERIENCE	EMOLUMENT
1	2	3	4	5	6	7	8

Signature of the Tenderer
with Date and stamp

ANNEXURE-IV

DETAILS OF WORKS THE TENDERER PRESENTLY ON HAND

SN	NAME OF THE WORK AND CONTRACT AGREEMENT NUMBER	NATURE OF THE WORK	NAME AND ADDRESS OF CLIENT/DEPT	ORIGINAL CONTRACT VALUE	DATE OF AWARD OF THE WORK	SCHEDULED DATE OF COMPLETION	PAYMENT RECEIVED UP TO DATE	APROXIMATE VALUE OF BALANCE WORK	REMARKS
1	2	3	4	5	6	7	8	9	10

Signature of the Tenderer
with Date and stamp

ANNEXURE- V

DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS WITH THE TENDERER

S N	NAME OF OFFICER	RELATION OF THE OFFICER WITH THE TENDERER	DESIGNATION AND PLACE OF POSTING OF THE OFFICER WHILE WORKING ON RAILWAYS	DATE OF RETIREMENT OF THE OFFICER	PARTICULARS OF THE PERMISSION TAKEN FOR ASSOCIATION WITH THE TENDERER	HAS ALL NECESSAY CERTIFICATES ENCLOSED
1	2	3	4	5	6	7

Signature of the Tenderer
with Date and stamp

ANNEXURE- VI

LIST OF ARBITRATION CASES OF THE TENDERER DURING LAST FIVE YEARS

SN	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT/DEPTT	AMOUNT OF CLAIM PREFERRED WITH DATE	CLAIM OF THE DEPTT, IF ANY	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THE CASE
1	2	3	4	5	6	7	8

Signature of the Tenderer
with Date and stamp

ANNEXURE- VII

LIST OF COURT CASES OF THE TENDERER DURING LAST FIVE YEARS

SN	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT/DEPTT.	NAME OF THE COURT	REFERENCE AND DATE OF FILING THE CASE	RELIEF SOUGHT	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THE CASE
1	2	3	4	5	6	7	8	9

Signature of the Tenderer
with Date and stamp

Annexure–VIII

NEFT MANDATE FORM

FROM: Date:

TO
FA&CAO,
EASTERN RAILWAY,
KOLKATA

Sub:-Willingness to Receive Payment through RBI's NEFT System.

We refer to the National Electronic Fund Transfer (NEFT) System being set up by Eastern Railway, Kolkata for remittance of our payments using RBI's NEFT scheme and confirm that we are agreeable to our payments being made through the above scheme to our under noted Account:

NAME OF ORGANISATION AND ADDRESS :

MICR CODE OF BANK :

BANK NAME :

BRANCH NAME :

BANK ADDRESS :

BRANCH TELE/FAX NO. :

BANK ACCOUNT NO. :

TYPE OF ACCOUNT :

A Xerox copy of the cheque leaf is attached herewith for necessary action at your end.

Enclo : As stated above

Signature & Stamp

Confirmed by Bank.

Annexure-IX

Details of EPF & ESI particulars should be complied as per following format.

S. N.	Name of contractor	PF code No.(If any)	Nature of work	No. of employees engaged in contract	Estimated date of commencement of each contract	Estimated or actual date of completion of each contract.

Signature of tenderer
with stamp and date

ANNEXURE-X

FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I…… (*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of_____
as per the tender No._____ of Eastern Railway, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

**The contents in Italics are only for guidance purpose.
Details as appropriate are to be filled in suitably by tenderer

ANNEXURE.X(A)

(This certificate is to be given by attorney/authorized signatory/each member of partnership firm/Join Venture (JV)/ Hindu Undivided Family (HUF/ Liability Partnership (LLP) etc)

I/We…….. (Name), attorney/ authorized signatory of the …… (Constituent firm/constituent partner) and member/partner of the ……. (Tendering firm) hereby solemnly affirm and state us under:

1. I/We certify that …… (constituent firm/constituent partner) is/ are not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/ LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, I/We hereby certify that I/We hereby certify that I/We fulfill all the requirement in this regard and am/ are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE OF THE CONSTITUTION FIRM/CONSTITUENT PARTNER

Place:
Dated:

*****

ANNEXURE-XI

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(*On non-judicial stamp paper, which should be in the name of the Executing Bank*).

Name of the Bank: ----------
President of India,
Acting through ……,
…….. Railway,
Beneficiary: ……. Railway
Date:.....
Bank Guarantee Bond No.: Date:---------

In consideration of the President of India acting through----- (*Designation & address of Contract Signing Authority*), …….. Railway, ……..,…. (hereinafter called "The Railway") having invited the bid for_____through Notice inviting tender (NIT) No.._____, We have been informed that . . . . . [*Insert name of the Bidder*]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid").

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [*Insert required Value of Bid Security*], in the form of Bank Guarantee, according to conditions of Bid.

AND

WHEREAS, ...[*Insert Name of the Bank*], with its Branch .....[*Insert Address*] having its Headquarters office at..... [*Insert Address*], hereinafter called the Bank, acting through .....[*Insert Name and Designation of the authorised persons of the Bank*], have, at the request of the Bidder, agreed to give guarantee for Bid Security as hereinafter contained, in favour of the Railway.

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations
for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security]* as above stated.

2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from…….……[*insert date of issue*]till ……..[*insert date, which should be minimum 90 days beyond the expiry of validity of Bid*].Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be
deemed as Principal Debtor of the Railway.

Date …… ……
Place…….

Bank's Seal and authorized signature(s)
[*Name in Block letters] ……..…..*
[Designation with Code No.]……..……
[*P/Attorney*] No.

Witness:
1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

[*P/Attorney*]No.

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

ANNEXURE-XII

Each Bidder must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports._____

(Signature of Chartered Accountant)
Name of CA:_____
Registration No: _____

(Seal)

Annexure- XIII

(Reference Para 4.0 of the Chapter-II of the TENDER Documents)

EASTERN RAILWAY
TENDER FORM (First Sheet)

Tender No. _____

Name of Work _____

To
The President of India

Acting through the _____ Railway

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of _____ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Eastern Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

(a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;

(b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and

(c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by …… Department of Industrial Policy and Promotion (DIPP) and my registration number is ……. valid upto ……. (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is …….. with ……..and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses: ----------

(1) _____ Signature of Tenderer(s)

(2) _____ Date _____

Address of the Tenderer(s)

_____

Annexure-XIV

B. New Annexure – XVII, Part-II of GCC-2022 shall be read as under:-

ANNEXURE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting
through……..,
……
Railway.

Date:……
……..

Surety Bond No: …… Issue Date:……
Amount of Bond: …… Expiry Date:……

WHEREAS, In consideration of the President of India acting through ……*(Designation & address of contract signing authority)*,……Railway,……, (hereinafter called "The Railway") having accepted the bid of M/S *XXXXX* hereinafter called the contractor, for the work of *XXX*" under invitation for bids No *XXXX* Dated *XXXXX*, Vide Letter of Acceptance No……

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of **₹. *XXXX* (Rupees *XXXX* Only)**, in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

09/01/25

sd

SB No: Date:

WHEREAS, we, _____, *(Name of insurance company)* hereinafter called the Surety, acting through [*Designation(s) of the authorised person of the Surety*], have, at the request of the **M/s.** ***XXXX*** contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of ***XXXX*** **(Rupees *XXXX* Only)** as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on ***XXXX*** *(Expiry Date)*. All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

09/01/25

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

a. Our liability under this Surety Bond shall not exceed ***XXXX*** **(Rupees *XXXXX* Only).**
b. This Surety Bond shall be valid up to ***XXXX*** *(being the date of expiry)*;
c. Unless the bank is served a written claim or demand on or before ***XXXX*** [*date of expiry*] all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation with Code No.].....

[P/Attorney] No.

Witness

1.

2.

* * * * *

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

09/01/25

Chapter-IV

Eastern Railway
Kanchrapara Workshop
P.O. Kanchrapara, 24-Parganas(N). W.B.

SPECIAL CONDITIONS

TYPICAL SPECIAL CONDITIONS FOR THIS TENDER :

1. Various provisions of E.Rly. shall govern the contract Engg. Deptt. General conditions of contract 2022 and Indian Railway unified standard specification 2021 or IRUSS 2021 together with upto date correction slips and all amendment thereof issued from time to time.
2. The quoted rates should inclusive of GST and all taxes legally leviable or any other local taxes, licence fees, royalty charges and cess etc.
3. The above rates are inclusive of all taxes levied by the central government, state governments, municipal corporations, local bodies or any other authorized bodies.
4. Rates are to be inclusive of mobilization and demobilization at site of work.
5. The quantities shown in above schedule are approximate and are meant to give the tenderer an idea of the quantum of the work involved.
6. No break up of rates will be accepted.
7. The anticipated total cost against all the items is indicative. May vary at the time of actual execution of the work.
8. Visit to the site of work by the tenderer to acquaint himself with the actual site condition is a most and no extra claim on this ground shall be entertained.
9. All safety measure will be taken by the contract and no compensation will be borne by Rly. In case of any untoward accident occurs during execution of work.
10. The materials, which the Contractor will supply, can only be used in the work, after it is passed by Assistant Town Engineer/KPA or by his higher authority. The Contractor will bear the cost of any test from Govt. approved laboratory / design mix if required.
11. In case of getting "identical rate" by two or more tenderers for one work the offer of the tenderer who having done more value of similar work in last seven previous financial years and the current financial year upto the date of opening of the tender may be selected for the award.
12. Maintenance period for this work shall be **06 (six) months** from the actual date of completion.
13. The debrishes/out comes after every cleaning is to be disposed suitably observing safety norms as per direction of site in charge.
14. Before execution; Drawing of site to be got approved by ATE concerned and to be available in site register if applicable.
15. **Police Verification Report should be done for all the regular employees/staff of the contractor and that should be submitted from time to time during execution of work.**
16. **Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor, details are mentioned under clause No. 26.0.**

….END….