

**ACCEPTANCE / DEVIATION STATEMENT**

Clause No	Clause as per the Tender document	Deviation of the Bidder

Name and Signature of the Bidder  
with the Seal and Date

**BID FORM (First Sheet)**  
**SOUTH WESTERN RAILWAY**

Tender No.

Name of the Work:

To,

The President of India,

Acting through the

South Western Railway

1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of \_\_\_\_ days from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached schedule 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 Bid.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, 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, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A sum of Rs. Is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:
  - a. 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
  - b. I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Micro and Small Enterprise registered from (body approved by Ministry of MSME) with registration No. \_\_\_\_\_ and terminal validity up to ..... for similar service contracts.
5. Until a formal agreement is prepared and executed, acceptance of this Bid 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/ service.

Signature of Bidder/s Date

Address

## BID FORM (Second Sheet)

- 1. Instructions to bidder and Conditions of bid:** The following documents form part of bid / Contract:
  - (a) Bid forms — First Sheet and Second Sheet
  - (b) Special Conditions/Specifications (enclosed)
  - (c) Schedule of approximate quantities (enclosed)
  - (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office after obtained from the office of the Chief Manager, \_\_\_\_\_ Railway on payment of prescribed charges.
  - (e) Schedule of Rates as amended / corrected up to latest Correction Slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Manager, Railway on payment of prescribed charges.
  - (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.
- 2. Drawings for the Work:** The drawings for the work can be seen in the office of the and / or Chief Manager, Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (11 required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.
- 3.** The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of \_\_\_\_\_ Railway as applicable to Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.
- 4.** Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in her/their entries must be attested by her / them.
- 5.** The works are required to be completed within a period of months from the date of issue of acceptance letter.
- 6. Earnest Money:**
  - a) The bid must be accompanied by a sum of Rs. \_\_\_\_\_ as \_\_\_\_\_ earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.
  - b) The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.
  - c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.
  - d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.
- 7. Rights of the Railway to Deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the bidder(s) deliberately gives / give wrong information in her / their tender or creates / create circumstances for the acceptance of her / their tender, the Railway reserves the right to reject such tender at any stage.
9. If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
10. **Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

**11. For Manual Bidding: (NOT APPLICABLE)**

Bid must be enclosed in a sealed cover, superscripted "Bid No. " and must be sent by registered post to the address of railway so as to reach her /their office not later than hours on the or deposited in the special box allotted for the purpose in the office of Railway.

This Special box will be sealed at \_\_\_\_\_ hours on \_\_\_\_\_. The Bid will be opened \_\_\_\_\_ at \_\_\_\_\_ hours on the same day. The Bid papers will not be sold after hours on \_\_\_\_\_.

13. **For e- bidding:** Relevant guidelines should be followed.
14. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
15. **Execution of Contract Documents:** The successful bidder(s) shall be required to execute an agreement with the President of India acting through the \_\_\_\_\_ Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).
16. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor.
17. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorizing her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.
- 17.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.
- 17.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:
  - a. Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
  - b. Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s) preferred by the firm, sign No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.
  - c. Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC
  - d. Company registered under Companies Act-1956: The Bidder shall submit (I) the copies of MOA (Memorandum of Association) and ACA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

- e. Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.
- 17.3** If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.
- 17.4** After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.
- 17.5** A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

**18. Employment/Partnership etc. of Retired Railway Employees:**

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted Officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender as to whether permission for taking such contract, or if the contractor be a partnership firm or an incorporated company, to become a partner or Director as the case may be, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.

(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in Gazetted capacity in the any department of the Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

**Signature of the bidder**

**Signature of the railway**

**UNDERTAKING FOR DOWNLOADED TENDER DOCUMENT**

We here by confirm that, we have downloaded / read the complete set of tender documents (as detailed in NIT Clause 1.3)/addendum/clarifications along with the set of enclosures hosted on e-tendering portal <http://www.ireps.gov.in/>. We confirm that we have gone through the bid documents, addendums and clarifications for this work placed up to the date of opening of bids on the e-tendering portal <http://www.ireps.gov.in/>. We confirm our unconditional acceptance for the same and have considered for these in the submission of our financial bid.

Stamp &Signature of authorized signatory

**Format for furnishing Bank Account Details**

**E-Payment:** Abiding by the changing policies of the Government, Indian Railways shall arrange for the payments to the contractors through Electronic Clearing System. The contractors shall necessarily furnish the information as per the prescribed format along with their offers against tenders.

I/We ----- hereby express our consent for crediting all of the payments that may become due to us towards the tendered work to Electrical Branch, South western railway, Bangalore-23 directly to our following Bank Account through the Electronic Clearing System.

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No/Mobile No. \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Bank Account No: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
MICR No:/IFSC Code \_\_\_\_\_  
Name of the Bank: \_\_\_\_\_  
PAN No: \_\_\_\_\_

Company's Seal and Signature of  
Authorized Signatory with date

**Note: Any changes in the above particulars if already furnished shall also be intimated.**

## CONTRACT AGREEMENT OF SERVICES SOUTH WESTERN RAILWAY

Contract Agreement No. \_\_\_\_\_

Dated \_\_\_\_\_

ARTICLES OF AGREEMENT made this day of-----20----- between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and \_\_\_\_\_ herein after called the "Contractor of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the Services (Name of work) set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips hereinto annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to payments to be made by the Railways, the Contractors will duly perform the said Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said services in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature) \_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Railway Designation \_\_\_\_\_

(For President of India)

Address \_\_\_\_\_

Date \_\_\_\_\_



PERFORMANCE GUARANTEE BOND  
(To be executed on contract being awarded)

BANK GUARANTEE NO:

AMOUNT RS.

VALIDITY FROM

VALID UPTO

LAST DATE FOR LODGEMENT OF CLAIM

1. In consideration of the President of India acting through the ....., Bangalore Division, South Western Railway, Bangalore – 560023 [give full address of the Official/Department] (hereinafter referred to as ‘the Government’) having accepted vide letter No. .... dated....., the tender submitted by ..... [give full address of the Contractor] (hereinafter referred to as “the Contractor) and agreed to grant a contract for .....[indicate the nature of contract works] (hereinafter called the Contract) and whereas one of the terms agreed by the said contractor is that he should give a Performance Guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value in four separate parts of 1.25 % each of the contract value, i.e Rs...../- (Rupees .....only) ) *\*(indicate PBG amount)\** valid upto ..... *\*(Indicate date – Currency period + 60 days)\**, by way of security for the due observance of the terms and conditions, performance and fulfillment of the said contract, we....., [indicate the name and full address of the bank] (hereinafter referred to as ‘the Bank’) at the request of the Contractor do hereby irrevocably and unconditionally guarantee to the Government that the Contractor shall duly perform and discharge their obligations under the said contract to the full satisfaction of the Government and render all necessary and efficient services which may be required to be rendered by the Contractor in connection with and/or for the performance of the works as per the specifications stipulated in the tender No.....dated.....and letter of acceptance No,.....dated.....within the time of .....[up to the expiry of maintenance period] reckoned from the date as per the letter of acceptance and further guarantees that the works which shall be done by the Contractor shall be actually performed in accordance with terms and conditions of the contract to the full satisfaction of the Governments.

2. We, the Bank, do hereby undertake to pay to the Government an amount not exceeding Rs..... against any loss and / or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said contract.

3. We, the Bank, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss and / or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said contractor (s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor’s (s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.....

4. We, the Bank, do hereby undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court, Tribunal or Arbitrator(s) relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor (s) shall have no claim against us for making such payment.

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

6. We, the Bank, do further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions

of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law related to sureties would but for this provision have effect of so relieving us.

7. The Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. We, ..... [indicate the name of the Bank]  
lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the .....day of .....20....  
for.....  
Seal & Signature(s) of the authorized Officer (s) With designation

Note - Words appearing between [ ] Box Bracket marks are for guidance only and not to be typed in the final / fair document of Bank Guarantee} \*

**FORMAT FOR UNDERTAKING CERTIFICATE BY THE BIDDER FOR TRUTHFULNESS OF  
DOCUMENTS UPLOADED**

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 \_\_\_\_\_ (*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.GeM.gov.in](http://www.GeM.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 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 up to five year. Further, I/we (insert name of the tenderer) \*\* \_\_\_\_\_ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. 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 up to five year.

Name and Signature of the Tenderer  
with the Seal and Date

\*\* The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by bidder. Attestation before Magistrate/Notary Public.