



NORTH EAST FRONTIER RAILWAY
(CONSTRUCTION ORGANISATION)
Office of the General Manager (Con)
N.F.Railway, Maligaon, Guwahati-11

TENDER NOTICE NO: DY.CEE/CON/RE/MLG/05/2025-26-RT Dated:23.06.2026
TENDER NO. ELC-RE-MLG-05-25-26-RT

TENDER DOCUMENT
For DOUBLE PACKET TENDER

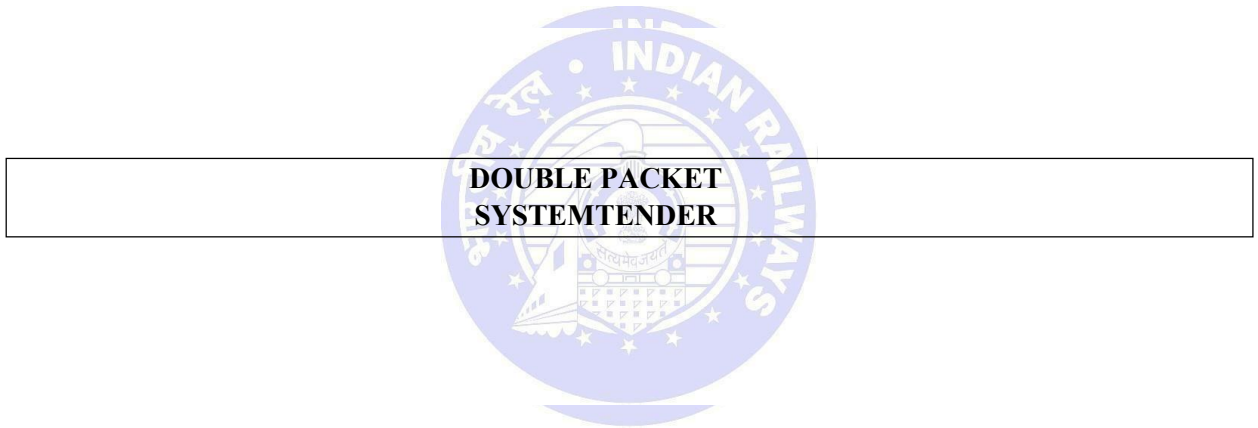
Name of work:- Construction and commissioning of 132 KV Transmission line from Dhaligaon/GSS to Runikhata/TSS along with construction & commissioning of 132 KV bay extension at Dhaligaon/GSS and modification of 132 KV track crossing & clearing of 132KV infringement at different locations under Kokrajhar (India) - Gelephu (Bhutan) New Line project (69.05 km) of North-East Frontier Railway.

Approx. Cost of the work (Tender Value)	28,77,57,881.57/-
Bid Security to be deposited	₹ 57,55,200.00 (Only online payment of Bid Security Deposit will be accepted.)
Completion Period of the work	12 Months
Places of selling tender documents & receiving tenders.	The complete information and tender document of e-Tender will be available at www.ireps.gov.in . Tenderers are required to submit their bid on this web site only.
Submission of tender	Online
Date & place of opening of tenders	14.07.2026 at the O/o General Manager/CON/N. F. Railway, Maligaon
Cost of Tender Form (documents)	NIL

Note: (i) 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-VIA** and shall be valid for a period of 90 days beyond the bid validity period.

(ii) 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 shall be as per Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure –V (A) shall also be submitted by 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.

(CONSTRUCTION ORGANISATION)



NORTH EAST FRONTIER RAILWAY
(Construction Organisation)

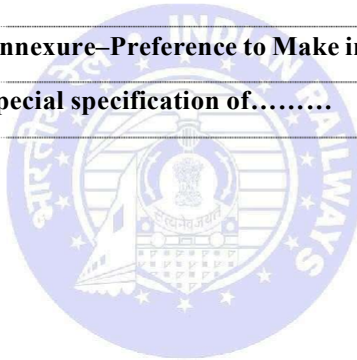
NOTE

- 1.0 Tenders have been invited for and on behalf of the President of India for the work mentioned as per NIT.
- 2.0 It is understood that you are agreed to abide by the conditions those are laid down in the tender document when you submit the tender.
- 3.0 The tender document includes various chapters, drawings and annexes as enclosed, those are integral parts of the tender documents.



Tender Document (Technical Bid Document)

Contents of Tender document		
	Chapter No.	Name of Documents
1	Checklist	Check List to be submitted by tenderer
2	Appendix-I	Tender Notice
3	Appendix-II	Instruction to tenderers
4	Appendix-III	Regulations for the Guidance of Tenderers
5	Chapter-I	General Information of work
6	Chapter-II	Additional Special Condition of Contract
7	Chapter-III	Special Specification (General)
8	Chapter-IV	Forms
9	Chapter-V	Annexure–Preference to Make in India
10	Chapter-VI	Special specification of.....



CHECK LIST TO BE SUBMITTED BY THE TENDERER			
SN	DESCRIPTION	SUBMITTED/ COMPLIED/NOT APPLICABLE	AVAILABLE AT PAGE
1	TECHNICAL CREDENTIAL (3X30% or 2X40% or 1X60%)		
2	FINANCIAL CREDENTIAL (V/N 'or' V whichever is less 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)		
3	ANNEXURE- V & V(A)		
4	ELECTRICAL CONTRACTOR LICENCE		
5	NEFT FORM		
6	LIST OF PLANT & MACHINERIES		
7	LIST OF TECHNICAL MANPOWER		
8	LIST OF WORK COMPLETED DURING LAST 7 YEARS		
9	LIST OF WORKS IN HAND		
10	LIST OF COURT & ARBITRATION CASES PENDING		
11	ORGANISATION CHART		
12	PLANNING OF EXECUTION		
13	ATTESTATION OF CREDENTIALS		
14	COVERING LETTER		
15	FULL COMMUNICATION ADDRESS WITH MOBILE NO. OF CONTACT PERSON		
16	POWER OF ATTORNEY		
17	RESOLUTION OF BOARD OF DIRECTORS OF THE COMPANY (NOTARY CERTIFIED)		
18	PARTNERSHIP DEED (NOTARY CERTIFIED)		
19	MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY.		

APPENDIX – I
TENDER NOTICE



NORTH EAST FRONTIER RAILWAY
(Construction Organisation)
DOUBLE PACKET TENDER

TENDER NOTICE NO. DY.CEE/CON/RE/MLG/05/2025-26-RT

Open tender through e-Tendering system is invited from experienced and reputed contractor(s)/firm(s) for the following works:

1. TENDER NO: ELC-RE-MLG-05-25-26-RT

Name of work: Construction and commissioning of 132 KV Transmission line from Dhaligaon/GSS to Runikhata/TSS along with construction & commissioning of 132 KV bay extension at Dhaligaon/GSS and modification of 132 KV track crossing & clearing of 132KV infringement at different locations under Kokrajhar (India) - Gelephu (Bhutan) New Line project (69.05 km) of North-East Frontier Railway.

Tender value: **Rs 28,77,57,881.57/-**

Bid Security:

Rs.57,55,200.00/-

Completion period:

12 Months

Note:

- a. The complete information and tender document of e-Tender will be available upto 15:00 hrs of 14.07.2026 at www.ireps.gov.in. Tenderers are required to submit their bid on this website only.
- b. Tenderers are required to submit their offer in Indian Railway e-Procurement System (IREPS) www.ireps.gov.in.
- c. 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-VIA** and shall be valid for a period of 90 days beyond the bid validity period.
- d. **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 before closing date for submission of bids (i.e. excluding the last date of 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 name of the work”** 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 Authority 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.
- ix. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above
- x. Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- xi. 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 shall be as per Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure-V(A) shall also be submitted by 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.

2. Eligibility Criteria: Similar Nature of work:

The tenderer has to submit the credential certificate for the satisfactorily completion of the similar Nature/type of the works. The defined similar nature of work is as under,

“Supply, installation, testing & commissioning of overhead transmission line work 66KV & above tower work”

Tenderers are requested to ensure themselves that their demanded work satisfies the work mentioned in the NIT in the website prior to filling and submitting the e-tender.

2.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for 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 or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

- (b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.
- (b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for Item 2.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, 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.

2.2. 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-VIB**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

2.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as **Annexure-VI**.

2.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

2.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:

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 that 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 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the 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 new partner(s) joins the 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 3 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 onto 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.

(ii) JOINT VENTURE is permitted in this Tender.

(iii) PARTNERSHIP FIRM: In case the tenderer is a partnership firm, the work experience, solvency and turnover shall be in the name of partnership firm only.

(iv) VALIDITY OF TENDER: 90 Days from the date of opening.

(v) PRICE VARIATION clause is applicable for this tender.

(vi) This tender complies with Public Procurement Policy Order 2017–Revision., Dt.25.09.2020

16. a) Local content: The bidder shall be Class-I Local Supplier having minimum local content 50%. {Definition of Local Content is available at Chapter-X (Preference to Make in India) of Tender Document} suppliers other than companies) giving the percentage of local content. In cases of procurement for a value in excess of Rs.10 crores, the Class-I local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant.

16. b) Margin of Purchase Preference: The margin of purchase preference shall be 20%.

17. ELECTRONIC REVERSE AUCTION (e-RA) will be followed for tenders valued more than Rs.50 Cr.

18. Tenders other than in form of e-Tendering shall not be accepted against this tender. For this purpose, tenderers are required to submit their offer in IREPS.

19. Rates entered in to rate page shall only be considered. Rates offered in any other form/letter by the tenderer shall not be considered.

20. Tenders will be opened as mentioned in IREPS on 14.07.2026 at 15:30 hours at the office of General Manager/Con, N.F.Railway, Maligaon, Guwahati–11. If the last date of receiving/opening happens to be Bundh/Holiday(s), the tenders will be issued/received/opened on the next working day as per same timings.

21. In case of any difficulty faced by the tenderer while submitting their bid in the IREPS website, assistance from help desk available with the website may be sought.

22. Railway Administration will not be responsible for any delay/difficulties /inaccessibility of the down loading facility for any reason whatsoever. In case of any discrepancy between the tender documents downloaded from internet and

The master copy available in the offices, the latter shall prevail and will be binding on the tenderer(s). No claim on this account will be entertained.

23. Certificate to be submitted by the bidder regarding their compliance is as under. If such certificate given by a bidder whose bid is accepted & later on found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached.)"

Model Certificate for Tenders for Works involving possibility of sub-contracting

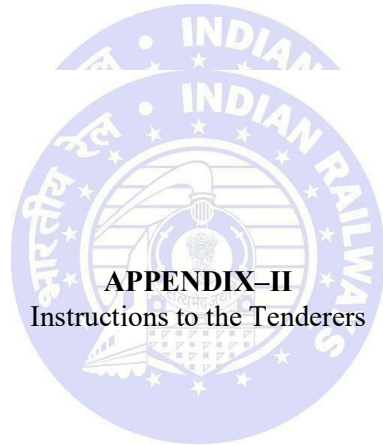
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
{Where applicable, evidence of valid registration by the Competent Authority shall be attached.}"

24. This is not a composite work. (if applicable)

For Chief Electrical
Engineer/Con/RE/N.F.Railway,
Maligaon.
For & on behalf of the President of India

“BE A PARTNER IN THE TURN AROUND OF INDIAN RAILWAYS”





APPENDIX-II
Instructions to the Tenderers

Appendix-II**INSTRUCTIONS TO TENDERER(S)****A.**

Each and every page of the tender documents is to be downloaded & signed by the tenderer(s) under seal of the participating firm/tenderer before submission. If the tenderer(s) is/area partnership/JV firm, it shall be signed by the authorized partner of the firm only

- (i) Incomplete tenders are liable to be rejected without further correspondence.
- (ii) Tenderer(s) has to go through the "Guideline & Conditions" of JOINT VENTURE included in Tender document carefully. Non-compliance of any conditions mentioned in the guideline of JV is liable to result in the tender being rejected.
- (iii) If anyone or more of the detailed information furnished in the tenderer's documents is proved to be false at any stage, the contractor/ firm will be debarred then and there, from all the commitments connected with the tender and his/their tender/contract will be rejected/terminated and further action will be taken as per extant rules.
- (iv) The Railway may consider sanction of Mobilisation Advance to the contractor(s) as mentioned under "Additional Special conditions of Contract" in exceptional circumstances, only for works which are capital intensive and of specialized nature.
- (v) The tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder shall be as per Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure -V (A) shall also be submitted by each member of a Partnership Firm/Joint Venture (JV) / Hindu Undivided Family (HUF)/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 in cum bent 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. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

Please Note that 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 his/their tender.

- (a) 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 here under nor will it affect any rights of the railway there under.
- (b) Tenderers are required to upload the specified supporting document against the mandatory field only in the respective option tab in IREPS without that offer shall be considered incomplete and will be rejected.
- (c) Tenderers are required to upload the document in readable form, illegible document(s) submitted, shall be considered incomplete and offer will be rejected.
- (d) If contents in documents submitted by tenderers are found to be incorrect/false, action will be taken against such tenderers as per provisions contained in certificate submitted by them as annexure-V & V (A).
- (e) The particulars called for in the tender should be completed in all respects and should be submitted/ uploaded in the www.ireps.gov.in and up to 15.00 hrs of the date as mentioned in tender document / latest corrigendum.

- (f) Tender is open to Indian firms and voluntarily formed joint Ventures/ Consortium as per JV guidelines & conditions of tender document (Appendix-II).
- (g) General information about the project/work is given separately.
- (h) However the tenderer(s) are advised to visit the site for appreciation before submitting of tender.
- (i) Name & mailing address of the Tenderer(s) shall be clearly mentioned in ENGLISH language.
- (j) All the information requested for this Tender shall be answered in the ENGLISH language. Where information is provided in another language, this shall be accompanied by a translation of its pertinent parts into ENGLISH. This translation will govern and be used for interpreting the information.
- (k) Failure to provide information which are essential to evaluate the Tenderer(s) qualifications, or failure to provide timely clarification or substantiation of the information supplied may result in disqualification of the Tenderer(s).
- (l) The railway reserves the right to:
 - (i) Amend the scope and value of the work.
 - (ii) Reject or accept any tender; and
 - (iii) Cancel the tender process and reject any or all tenders, at anytime.
- (m) Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
- (n) Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid

The tenderer(s) have to fill up–

- (o) All the documents as stated in the list are available.

Participation of Partnership Firms in works tenders:

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

4. Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified/alterd/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. There-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.

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

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.

All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(p) 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 10 of the Tender Form (Second Sheet) above.

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 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 may be.

Following documents shall be submitted by the tenderer:

Sole Proprietorship Firm:

- (a) All documents in terms of Appendix-I of this tender document.
- (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.
 - (ii) All other documents in terms of Appendix-I of this tender document.
- (c) Partnership Firm:
 - (i) All documents as mentioned in clause B (xi) of Appendix-III of the Tender document.
 - (ii) Joint Venture (JV): All documents as mentioned in JV guidelines & conditions of tender document (Appendix-II)
 - (d) 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 Appendix-I of this tender document
 - (e) LLP(Limited Liability Partnership) Firm: If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
 - (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 partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry/ Department of the Govt. Of India from participation intenders / contracts as on the date of submission of bids, either in their 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 Standard General Conditions of Contract.
 - (v) All other documents in terms of Appendix-I of this tender document.
- f) 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 liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society
 - (v) All other documents in terms of Appendix-I of this tender document.
 - vi) 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.
 - vii) 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 intender offer submitted.
 - viii) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
 - ix) 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.
 - x) 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 Apostille certificate.

- xi) The Railway reserves the right to reject any or all offers without assigning any reasons and his decision shall be final and binding.
- xii) Tenderer(s) are compulsorily required to indicate page number in the check list against relevant documents submitted by him/ them along with Part-I (Technical Bid) document.
- xiii) If the tenderer(s) are JV firm, all the documents like MOU/ JV agreement, Affidavit, Power of Attorney etc. are to be submitted together.



APPENDIX-III
Regulations for the Guidance of Tenderers



**NORTHEAST FRONTIER RAILWAY
(CONSTRUCTION)
(TENDER FORM FIRST SHEET)**

Issued to/ Downloaded.....

From website by

TENDER NO.

Name of work:

Approx. Value (Tender Value)=₹.....

To
The President of India,
Acting Through the Chief Electrical
Engineer (Con), Northeast Frontier
Railway, Maligaon, Guwahati–
781011.

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 60/90 (Single Packet/Two Packet) days from the date fixed for closing of 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 Railway, at the rates quoted in the attached bill(s) of quantities and here by 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:

(iv) _____

(2) _____

Signature of Tenderer(s)

Date

Address of the Tenderer(s)



NORTHEAST FRONTIER RAILWAY
(CONSTRUCTION)

(TENDER FORM SECOND SHEET)

Regulations for the Guidance of Tenderers

1. The following documents shall form part of the contract:-

(a)	Tender form–FIRST AND SECOND SHEET.
(b)	Special Conditions/Specifications (enclosed)
(C)	Bill(s) of quantities and Abstract of Schedule of items of works Schedule of items of works and estimated cost. (enclosed)
(d)	Indian Railways Standard General Conditions of Contract–2022
(e)	Indian Railway Unified Standard Specification Volume I & II 2010 edition and USSOR Schedule of Rates (for Labours and Materials) 2010 edition corrected up to date.
(f)	Additional Special Conditions of Contract.
(g)	Special Conditions and Special Specifications for the work.
(h)	Agreement forms.
(i)	All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
(j)	Indian Railway Engg. Code 2012 latest Revised Edition.
(k)	IR Specifications/Guidelines
(l)	Relevant B.I.S Codes.

2. INSTRUCTIONS TO TENDERER(S)

A. Each and every page of forms and requisite documents as per tender condition is to be downloaded & signed by the tenderer/s under seal of the participating firm/tenderer before submission. If the tenderer/s is/ are a partnership/JV firm, it shall be signed by the authorized partner of the firm only.

(i) Incomplete tenders are liable to be rejected without further correspondence.

B.

(i) The drawings for the works can be seen in the office of the Chief Electrical Engineer/Construction/Northeast Frontier Railway, Maligaon, Guwahati – 781011 at any working day.

(ii) Standard General Conditions of Contracts, **2022**.

(iii) Rates enter into rate page shall only be considered. Rates offered in any other form/ letter by the tenderer shall not be considered. The Tenderer(s)/ Contractor(s) have to quote rates in percentage above/below/at par rate only in the schedule. The quantities in attached are approximate only and are subject to variation according to the need during execution of the work. The Railway accepts no responsibility for the accuracy. The Railway does not guarantee work under the items of the Bill(s) of Quantities.

- (iv) Rates should be quoted inclusive of GST or any other local tax, royalty etc. Unless specified to the contrary in the tender documents.

C. Tenderers should observe the highest standard of ethics while submitting the Tender Document.

- (a) Railways will disqualify tenderer(s), if they have made misleading or false representation in the form, statements and attachments submitted; or indulge in fraudulent and corrupt practice.
 - i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the tendering processor in contract execution; and
 - ii) “Fraudulent practice” means a misrepresentation of facts in order to influence and evaluation process or the execution of a contract, and includes collusive practices among Tenderers (prior to or after Tender submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the client’s free and open competitions.
- (b) Further Railways may declare a Tenderer in eligible, for any Railways contract if it at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in completing for, or in executing, a borrowed financed contract in general; or defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) Records of poor performance during the last 5 years, as on the date of submission of tender such as abandoning the work, rescinding of contract for which the reasons are attributable to the non-performance of the contractor.
 - (ii) Inordinate delays in completion, consistent history of litigation awarded against the tenderer/contractor or any of its constituents or financial failure due to bankruptcy, etc. If the Contractor has worked in a Joint Venture, the rescinding of contract of a Joint Venture on account of reasons other than non-performance, such as Most Experienced Partner (Lead Partner) of Joint Venture pulling out.

Or

Been debarred (blacklisted) by any Government agencies as on the date of application.

3. SIGNING OF TENDERS:

Any individual/ signing the Tender or other documents connected there with should specify whether he is signing:

- i. As Sole Proprietor of the concern or his Attorney, or
- ii. As a Partner or Partners of the Firm, or
- iii. For the Firm per procuration, or
- iv. As a Director, Manager or Secretary in the case of Limited Company.

4. BID SECURITY:

- v. The Bid Security deposit in favour of FA&CAO/Con/MLG/ N.F. Railway should be accepted through net banking or payment gateway only as per the provision available in IREPS works tender module.

- 1) (a) of Part-1 (ITT) of GCC, 2022, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Engineer.

Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation shall be forfeited to the Railway.

- (c) If his tender is accepted, the Bid Security mentioned in Appendix-I 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; the Bid Security mentioned in Appendix-I 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.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Deposit or the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as Appendix-I above, to the Contractor.

5. Tenderer CREDENTIALS

- 1) 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) Audited Balance Sheet duly certified by the Chartered Accountant 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) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security,

With the Railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

The tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder shall be as per Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm. Annexure –V (A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / 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. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

(a) 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 here under nor will it affect any rights of the Railway there under.

2) Non-compliance with any conditions mentioned above is liable to result in the tender being rejected.

6. Acceptance of Tender:

The authority for the acceptance of the tender will rest with General Manager/CON/N. F. Railway, Maligaon, Chief Administrative officer/CON/Maligaon, Chief Engineer/CON/Maligaon, Dy. Chief Engineer/Con of field units for and on behalf of President of India who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. No tenderer(s) shall demand any explanation on the cause of rejection of his/their tender.

Documents submitted by the tenderer(s) shall become the property of Railway and the Railway shall have no obligation to return the same.

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

If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

7. Execution of Contract document:

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Chief Engineer (Construction) or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in there-tender for that work.

Should a tenderer

- i) Be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Railways owned and administered by the President of India for the time being, OR
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

The tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and 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, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the Railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/share holder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 7.4, 7.5 and 7.6 above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

A declaration form (proforma attached - Annexure-D) to this effect should be signed and enclosed with the tender.

The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society/ registered trust 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 favor of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co- ordinate measurements through contractor's authorized engineer, 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.

The Railway reserves the right to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

8. Negotiations with tenderer(s)

The Railway reserve the right to hold negotiations with lowest who should be lowest, valid, eligible and technically acceptable tenderer considered for award of contract directly if the rates were not unreasonably high.

9. Inspection of site

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.

10. Examination of Documents

The submission of the tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of the implications thereof. Any clarification required by a tenderer shall be obtained from the office inviting tenders on any working day.

Tender documents are not transferable and cost of tender document is not refundable.

11.

12. Sequence of work

The contractor(s) shall comply with the order of engineer in charge in regard to the sequences of tackling and progressing component parts of works.

13. Accepted programme of work

The Contractor who has been awarded the work shall as soon as possible but not later than 30 days after the date of receipt of the acceptance letter in respect of contracts with initial completion period of two years or less or not later than 90 days for other contracts have to submit the detailed programme of work indicating the time schedule of various items of works in the form of Bar Chart/ PERT/ CPM. He shall also submit the details of organization (in terms of labour and supervisors), plant and machinery that he intends to utilize (from time to time) for execution of the work within stipulated date of completion. The programme of work amended as necessary by discussions with the Engineer, shall be treated as the agreed programme of the work for the purpose of this contract and the Contractor shall endeavor to fulfill this programme of work. The progress of work will be watched accordingly and the liquidated damages will be with reference to the overall completion date. Nothing stated herein shall preclude the Contractor in achieving earlier completion of item or whole of the works than indicated in the programme. In Contracts for works of New Line/Gauge Conversion/ Doubling/ Railway Electrification, finalized through Tenders having advertised value more than Rs.100 crores, the Contractor shall submit a detailed time programme to the Engineer within 30 days after issue of LOA. The program shall include the physical and Financial Progress vis-à-vis program and forecast cash flow adopting Project Management Software such as Primavera/Sure Track/MS Project etc. The program must identify the milestones, interface requirements and program reporting elements. The Contractor shall supply, free of cost one set of authorized software to the Engineer and the soft copy of structured program for the project. This shall be updated every month. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress. Each programme shall include:

The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage, Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing, each of these stages for work by each Sub-contractor, if any, the sequence and timing of inspections and tests specified in the Contract, and a supporting report which includes:

A general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate for the number of each class of Contractor's Personnel & Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Engineer shall be entitled to rely upon the programme when planning their activities.

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit revised programme to the Engineer within 15 days in accordance with this Sub-Clause

Restrictions and exclusions from restrictions under Rule 144(xi) of General Financial Rules (GFRs), 2017.

Permission to Bid for a bidder from a country which shares Land boundary with India:

Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019- PPD dated 23/07/2020 shall be referred.

Note: The order will not apply to bidders from those countries (even if sharing land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External Affairs.

- 14. "Bidder"** (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies). Every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process. "Bidder from a country which shares a land border with India" for the purpose of this Order means
- An entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 15. The beneficial owner for the purpose of 14 above will be as under:**
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation-
 - "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - Where no natural person is identified under (i) or (ii) or (iii) above the beneficial owner is the relevant natural person who holds the position of senior managing official.

- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

"Agent" is a person employed to do any act for another, or to represent another in dealings with third person.

Sub-contracting in works contracts:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate to be submitted by the bidder regarding their compliance is as under. If such certificate given by a bidder whose bid is accepted & later on found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

(i) Model Certificate for Tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached.)"

(ii) Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. {Where applicable, evidence of valid registration by the Competent Authority shall be attached.}"

Validity of registration

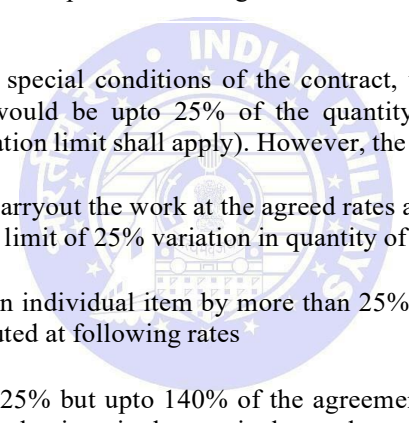
In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be relevant consideration during contract execution.

16.0 MODIFICATION OF CONTRACT.

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

17.0 QUANTITIES IN SCHEDULE AND THEIR VARIATIONS

The procedure detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- 
- (i) 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). However, the rates for the increased quantities shall be as para iii below.
 - (ii) The Contractor shall be bound to carryout the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
 - (iii) 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
 - a. 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;
 - b. 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;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d. Variation to quantities of Minor Value Item: 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 contract value.
 - d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - (iv) 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.
 - (v) Standard Schedule of Rates (SSOR) Items: Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

For item(s) not covered in this sub clause, the rate shall be decided as agreed upon between the Engineer and the Contractor before the execution of such items of work as per sub clause (b).

(b) Other Items: For any item of work to be carried out by the Contractor but not included in the accepted Bill(s) of Quantities and also not covered under sub clause (a) above, the Contractor shall be bound to notify the Engineer at least seven days before the necessity arises for the execution of such items of works that the accepted Bill(s) of Quantities does not include rate or rates for such extra work involved. The rates payable for such items shall be decided at the meeting to be held between the Engineer and Contractor, in as short a period as possible after the need for the special item has come to the notice. In case the Contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Railway shall be entitled to execute the extra works by other means and the Contractor shall have no claim for loss or damage that may result from such procedure.

The assessment of rates for extra item(s) shall be arrived at based on the prevailing market rates of labour, machinery & materials and by taking guidance from the following documents in order of priority:

Analysis of Rates for “Unified Standard Schedule of Rates of Indian Railways (USSOR)”

Analysis of Rates for “Delhi Schedule of Rates issued by CPWD (DSR)”

Market Analysis

(vi) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) 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).

The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. As a result of variations, a contract shall be considered "vitiating" only when, the following percentage variation in contract value between tenderers are noticed to have been exceeded.

	Value of Contract	Percentage difference between present Contractor and new L-1 as a result of variation. (percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)
	Small value Contracts (Tender Value less than Rs 50 lakh)	10
	Other than small value contracts (Tender Value equal to or more Rs 50 lakh)	5

When the percentage difference between present Contractor and new L-1 is noticed as becoming beyond the values specified above, the following action shall be taken.

The Railway administration should immediately examine whether it is practicable to bring in a new agency to carry out the extra quantity of work keeping in view the progress of the work in accordance with the original contract and the nature and lay-out of the work. If it is found that there will be no serious practical difficulty in meeting the additional quantity of work done by another agency, then fresh tenders for the extra quantity may be invited otherwise negotiating the rate with the existing contractor for arriving at a reasonable rate for the additional quantities of work, may be adopted.

The above shall be regulated as under:

- A) The case shall be decided by the tender accepting authority (competent for the revised quantity) and shall not be treated as a case of single tender
- B) These instructions will be similarly applicable to earning contracts with H-1, H-2 substituted for L-1, L-2 and so on.
- C) Executives while executing the work shall make all efforts to ensure that no vitiation takes place in normal circumstances. Vitiating should be an exception rather than a routine affair. Efforts should be made to invite bids on the basis of percentage above/below/at par.

- D) Vitiatio should always be computed with respect to the items, rates, quantities and conditions as available at the time of Tender Opening and subsequent changes/ additions by way of new items will not be counted for computing Vitiatio.

18.0 RATES:

The Tenderer(s)/Contractor(s) have to quote only percentage above/below/at par rate in the schedule. The quantities in schedule of items of work are given in **Schedule**.

The rates for all the items of the schedule shall be inclusive of the cost of all arrangement for crossing frequently all obstructions, in course of the work over land or across water and the cost of providing and maintaining approach service roads and temporary bridging that may be necessary for bringing and removing the construction plants, machinery and materials to and from the site of the work including rent for use of private land and/or compensation for damage, if any due to intervening private land traversed by such approach service roads.

- (i) The rates quoted by the contractor shall be the cost of complete work and shall include the cost of all labour and materials including transport, loading, unloading as well as sheds, construction plants, shuttering, scaffoldings and for which no separate payment is made to him, on satisfactory completion of the work shall remain the property of the contractor.
- a. The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of GCC-2022 and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight to materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all centre lines, benchmarks and level pegs there on, site clearance, all fees/duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

However, if rates of existing GST or cess on GST for Works Contract is increased or any new tax/cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A of GCC-2022 and the Contractor there upon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.

Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased/removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.

If the quoted rate(s) of any item is varied by more than plus or minus 10%(Ten percent) of the Railway's estimated rate then Railway may ask rate analysis for such items from the tenderer(s).

The contractor shall entirely be responsible for ensuring safety of his labour, vehicles, construction plants and equipment while working. No extra payment shall be allowed to the contractor for any safety precautions to be observed during the execution of the work. The cost of such precautions shall be deemed to have been included in the rates for all the items of the schedule.

Conditional discounts offered by the tenderers for coverage within a shorter period, for early inspection/payment etc. shall not be considered for evaluation of tender.

19.0 TAXES.

All rates quoted in the Tender shall be deemed to be inclusive of all Taxes, Royalties, etc. payable by the Contractor(s) to the Govt. or Public Body or Local Authority and no additional amount will be paid or claim entertained on the account by the Railway.

All Taxes such as Income Tax, Sales Tax and other Taxes as prescribed by Central/State Govt. from time to time shall be applicable. The Contractor shall be fully responsible for payment of all such Taxes without any liability of Railway Administration. Deduction towards such Taxes shall be made from the payments of the Contractor in accordance with Rules in force from time to time.

Income Tax:

The Railway will deduct Income Tax @ 2% of the gross amount and surcharge on income Tax of each bill as prescribed by Govt. from time to time and such deduction of Income Tax shall be recovered while making payment to the Contractor/s. The settlement of Income Tax should be made by the contractor with the Income Tax authority.

Contractor will be required to obtain a royalty clearance certificate from the concerned Revenue Authorities / Collector and produce the same to the Engineer after completion of supply but before release of the final bill. If in any case the contractor fails to produce the clearance certificate for the Royalty charges, an amount equal to the amount unpaid royalty charges, as intimated by the Revenue Authorities / Collector or as calculated on the relevant rates for payment of royalty charges applicable to the area, may be retained from the dues of the Contractor, No claim regarding interest charges for retention of the aforesaid amount shall be entertained.

GST i.e. Goods and Services Tax including CGST, SGST & IGST shall be deducted from the Contractor's bill as per prevailing norms.

(Authority: Railway Board's L/No.2017/CE-I/CT/4/GSTdt.23.06.2017)

20.0 MAINTENANCE PERIOD

For Supply, consultancy and hiring items.

The maintenance period is limited to date of completion of work

The tenderer(s) shall be required to maintain the work effectively for a period mentioned **below** from the date of completion as per **Clause 47 of the General Conditions of Contract-2022** and no part refund of Security Deposit shall be permitted during the maintenance period mentioned above.

Other than earth work-12 (Twelve) months.

Earth work-Minimum 6 months but covering at least one monsoon period (Monsoon period be 1st June to 30th October).

In case a different Maintenance Period is specified in the 'Additional Special Condition for the Work', the same would be applicable to the contract in supersession of the Maintenance Period specified in this Para.

20.0 INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE

The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor liable to action as per conditions of contract. The decision of the Engineer whether there has been an act of non-compliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.

In case of any act of non-compliance, in addition to other remedies available to the Railway & without prejudice to the Railway's rights in this regard, Engineer's Representative can suspend the Contractor's work till he is satisfied that the contractor is in a position/will comply with the instructions/directives issued by the Engineer's Representative. Decision of the Engineer's Representative in this regard shall be final and conclusive. Contractor shall not have any claim whatsoever against the Railway for such short term/long term suspension of the contract work. During the above-mentioned period of suspension of work, the contractor shall not in any manner, attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work, liable for action under the Indian Railway Act.

The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regards to maintaining at all times the safe working conditions at the work site.

21.0 NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE.

The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non-compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above the Engineer's representative may employ at the works Railway's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of Railway traffic. The decision of the Engineer's representatives in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive.

When the Railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the Railway under this contract. The recovery for the total Railway Workmen Hours employed at the rate of Rs. 2000/- (Rupees Two Thousand only) per Workman-days irrespective of the type and grade of the Railway Employee actually employed. The aggregate period of the Workman-days for the above recoveries shall be reckoned from the time the Railway Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.

During the above mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

22.0 WARRANTY

The Contractor(s) shall warrant the materials supplied under this contract to be free of any defects in material and workmanship under ordinary use and service.

23.0 MODE AND TERMS OF PAYMENT:

All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract.

24.0 MANNER OF PAYMENT: Payment to the contractor will be made through Electronic Fund Transfer (EFT) for payment of running and final bills. The tenderer(s) will also fill the **Annexure-H** indicating the bank account number, name of bank and bank specific code number (MICR/IFSC) as enclosed. The conditions and Annexure-H will be part of the tender document.

25.0 PAYMENT TO LABOUR AND STAFF : It is desirable that all payment of the Contractor towards Labour and other Staff engaged for this Contract would be paid into their Bank Account.

26.0 EXTENSION OF COMPLETION DATE:

A. Extension of Time in Contracts: Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

i. **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

ii. **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

iii. **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefore, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or /and 17A(ii) or/and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

B. Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII of GCC-2022) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order /contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

NOTE:

In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

27.0 SUPERVISION AND APPROVAL BY ENGINEER.

All works embracing more than one process shall be subject to examination and approval by the Engineer at each stage thereof and the contractor shall give due notice to the Engineer or the whatsoever representative when such state is ready. In default of such notice, the Engineer shall be entitled to appraise the quantity and extent thereof, even at a later stage at the risk and cost of the contractor.

The Engineer reserves the right to reject the whole or part of work executed, which in his judgment does not comply with the requirements of the specifications. The decision of the Engineer shall be final and conclusive in this matter for all purposes.

28.0 STORES, SHEDS AND YARDS (The provision of clause 25 of GCC, 2022 (Part-II) shall be applicable.)

The contractor shall provide at his own cost suitable storage arrangement for Materials to the satisfaction of the Engineer and the Engineer or his representative shall have the authority at all times to inspect the storage arrangement and contractor shall provide all facilities for inspection and check of materials. For the materials supplied by the Railway the contractor shall at all times maintain proper records showing the basis of the indent, the receipts and whatsoever of the materials and these shall at all times be opened for inspection by the Engineer or his representative.

Inflammable materials such as petrol, oil etc. shall be stored separately from other store and all the precautions as required under the Indian Explosive Act shall be taken by the contractor(s) and shall indemnify absolutely the Railway and its officers and employees against any claim or liability arising out of any accident or violation of any laws, rules and orders.

29.0 TOOLS AND PLANTS.

All construction plants, temporary works and materials provided by the contractor shall when brought to the site be deemed to be exclusively intended for the construction and completion of the work and the contractor shall not remove the same or any part thereof (save for this purpose of moving it from one part of the site to another) without the consent in writing of The Engineer. On completion of the work, the contractor shall remove from the site all the said construction plants and temporary works remaining there on and any whatsoever materials provided by the contractor. The Railway shall not at any time be liable for the loss of injury to any of the said construction plant, temporary works of materials save as otherwise provided in these documents.

The contractor shall make his own arrangement for all construction plants and equipment, tools including spare parts, fuel and consumable stores and all labour required to ensure efficient and methodical execution of the work. The quoted rates shall be inclusive of all charges as such items.

30.0 NIGHT WORKS.

The provision in clause 23 of the GCC- 2022 shall be noted regarding execution of work between sunset and sunrise. If the Railway is however, satisfied that the work is not likely to be completed in time except by resorting to night work, by special order the contractor would be required to carry out the work, even at night, without conferring any right on the contractor for claiming extra payment for introducing night work. In the event of night working, the contractor will make necessary adequate lighting arrangement for smooth execution of work. If the contractor works round the clock on all days including Sundays and holidays, the Railway shall make arrangements for the supervision accordingly.

31.0 MAINTENANCE PERIOD

On the completion of work to the satisfaction of the Engineer it will be taken over from the contractor and from the date of taking over, the contractor shall be responsible for the MEASUREMENT CERTIFICATE AND PAYMENT.

Maintenance by the contractor shall mean remedy and rectification of any hidden defects or flaws in materials and workmanship which may make themselves apparent and which the contractor may be called upon to by the Engineer by notice in writing. Should the contractor fail to make adequate arrangement within seven days of the receipt of such notice, the Engineer may without further notice make his own arrangement for rectification of the defects and the cost of the rectification shall be recovered for the contractor, either from the security deposit retained by the Railway or from any other money due to the contractor under this contract or by any other contract. The contractor or his agent or workman shall not remove, repair or replace any fitting, wiring etc. after an installation has been taken over by the Railway without the written notice from the Engineer or his representative.

32.0 PAYMENT:

The Contractor shall be entitled upon the certificate of Dy. Chief Electrical Engineer(Con) or his representative authorized on his behalf to on account payments in installments by the Railway as under:

- a) **Payment against part of supply of material claimed by Contractor:** Contractor can claim payment up to 80% of the accepted cost against supply of materials subject to the fulfillment of other conditions like submission of proper indemnity bond, test certificate, challan etc. The contractor can claim payment of balance 15% against the supply amount of each item after its erection.
- b) **Payment against part of erection of material claimed by Contractor:** Contractor can claim payment 95% against erection for a given item after completion of work at that respective location.
- c) Balance 5% payment (both supply & erection) can be claimed after acceptance of the work by the concerned Transmission Authority or after handing over/taking over certificate issued by them.
- d) The payments are subject to retention of six percent (6%) by way of security deposit until the amount of security deposit is recovered.
- e) The payments are subject to deduction of statutory taxes as applicable.

33.0 INCOME TAX.

In pursuance of Finance Act 1972 introducing section 194-C in the Income Tax Act 1961 providing deduction of income tax at source from income comprised in payment made to the contractor for carrying out any work or supply of labour for carrying out any work, the N. F. Railway Administration shall be entitled to deduct 2% (Two percent) of gross payment of any sum paid after 31st May, 1972 to the contractor as Income Tax plus surcharge on the amount of Income Tax, whenever regulated from time to time.

The contractor(s) are requested to submit the details as per the proforma attached.

34.0 GOODS AND SERVICES TAX(GST)

Clause 6 (Care In Submission Of Tenders), Part-I of Standard General Conditions Of Contract-2022.

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 countered during the execution of the works are taken into account and that the rates he enters in the tenderforms 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 CGST/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.

35. SECURITY DEPOSIT (SD)

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. 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 Deposit or 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.

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

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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.

36. Refund of Security Deposit:

- (i) Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
 - a) Final Payment of the Contract as per clause 51.(1) of the GCC-(Part-II)-2022 and
 - b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50(1) of the GCC- (Part-II)-2022
 - ii) Forfeiture of Security Deposit: 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.
- 35.4 No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub- Clause 16.(4)(b) of GCC will be payable with interest accrued thereon.

37. PERFORMANCE GUARANTEE (PG)

- (a) 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 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 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 Bid Security and other dues payable against that contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security 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. Failed Contractor shall be debarred from participating in re- tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:
 - i A deposit of Cash:
 - ii Irrevocable Bank Guarantee:
 - iii Government Securities including State Loan Bonds at 5% below the market value:
 - iv Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
 - v Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
 - vi A Deposit in the Post Office Saving Bank:
 - vii A Deposit in the National Savings Certificates:
 - viii Twelve years National Defence Certificates:

ix Ten years Defence Deposits:

x National Defence Bonds and

xi Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO/CON, N. F. Railway, and Maligaon (free from any encumbrance) may be accepted.

c) The 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 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.

f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.

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 of notice to this effect by Engineer.

iii The Contract being determined or rescinded under clause 62 of the GCC-2022.

38. BANKERS CERTIFICATE OF BANK GUARANTEE ON SFMS

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

The Bank guarantee (BGs) to be submitted by Suppliers/Contractors should be sent directly to the concerned authorities by the issuing Bank under Registered post A.D.

39. PRICE VARIATION:- Applicable in this tender

39A.1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above **Rs.2 Crores**. Provided further that, in a contract where PVC is applicable, following shall be outside the purview of price adjustments (i.e. shall be excluded from the gross value of the work for the purpose of price variation) :

- a) Materials supplied by Railway to the Contractors, either free or at fixed rate;
- b) Any extra item(s) included in subsequent variation falling outside the purview of the Bill(s) of Quantities of tender, under clause 39. (1)(b) of these Standard General Conditions, unless applicability of PVC and 'Base Month' has been specially agreed, while fixing the rates of such extra item(s).

39 A.2 Base Month: The Base Month for 'Price Variation Clause' shall be taken as the one month prior to closing of tender, unless otherwise stated elsewhere. The quarter for applicability of PVC shall commence from the month following the Base month. The Price Variation shall be based on the average Price Index of the quarter under consideration.

39 A.3 Validity:

Rates accepted by Railway Administration shall hold good till completion of work and no additional Individual claim shall be admissible except:

- (a) Payment/recovery for increase/decrease in GST on works contract or imposition/removal of any tax/cess on Works Contract as per Clause 37,
- (b) Payment/recovery for overall market situation as per Price Variation Clause given hereunder.

39 A.4 Components of various items in a contract on which variation in prices be admissible, shall be steel, cement, ferrous material, non-ferrous material, insulators, zinc and other materials, labour, plant & machinery, fuel, explosives, detonators etc. Adjustment for variation in prices of these items shall be determined in the manner prescribed.

39 A.5 No price variation shall be admissible for fixed components.

39 A.6 The percentages of various components in various type of works shall be as specified for all item (s)/ Bill(s) of Quantities in tender document and the same shall be fixed as per table & classifications given below:

(I). For Civil Engineering Works: - DELETED –

39A.7 Formulae: The Amount of variation in prices in various components (labour, material etc.) shall be worked out by the following formulae:

- (i)
$$L = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (L_Q - L_B) \times L_C}{L_B \times 100}$$
- (ii)
$$M = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (M_Q - M_B) \times M_C}{M_B \times 100}$$
- (iii)
$$F = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (F_Q - F_B) \times F_C}{F_B \times 100}$$
- (iv)
$$E = \frac{(W) \times (E_Q - E_B) \times E_C}{E_B \times 100}$$
- (v)
$$PM = \frac{(W \text{ or } W_{SF} \text{ or } W_F \text{ or } W_{SFL} \text{ or } W_{FL}) \times (PM_Q - PM_B) \times PM_C}{PM_B \times 100}$$
- (vi)
$$S = \frac{(W \text{ or } W_S \text{ or } W_{SF}) \times (S_Q - S_B) \times S_C}{S_B \times 100}$$
- (vii)
$$C = \frac{(W \text{ or } W_C) \times (C_Q - C_B) \times C_C}{C_B \times 100}$$

(II) For Railway Electrification Works:

- (viii)
$$T = [0.4136 \times (C_Q - C_B) / C_B] \times 85$$
- (ix)
$$R = [0.94 \times (R_T - R_O) / R_O + 0.06 \times (Z_T - Z_O) / Z_O] \times 85$$
- (x)
$$N = [(P_T - P_O) / P_O] \times 85$$
- (xi)
$$I = [(I_T - I_O) / I_O] \times 85$$
- (xii)
$$G = [(M_Q - M_B) / M_B] \times 85$$

(xiii) $Er = [(L_Q - L_B) / L_B] \times 85$

Where,

L	Amount of price variation in Labour
M	Amount of price variation in Materials
F	Amount of price variation in Fuel
E	Amount of price variation in Explosives
PM	Amount of price variation in Plant, Machinery and Spares
S	Amount of price variation in Steel Supply Item
C	Amount of price variation in Cement Supply Item
T	Percentage variation payable on the gross value of bill of Concreting (Bill(s) of Quantities for concrete items)
R	Percentage variation payable on the gross value of bill of Ferrous Items (Bill(s) of Quantities for ferrous items)
N	Percentage variation payable on the gross value of bill of Non-Ferrous Items (Bill(s) of Quantities for non-ferrous items)
I	Percentage variation payable on the gross value of bill of Insulator (Bill(s) of Quantities for Insulator items)
G	Percentage variation payable on the gross value of bill of General Works (Bill(s) of Quantities for General items)
Er	Percentage variation payable on the gross value of erection (Bill(s) of Quantities for Erection Item)
L _C	% of Labour Component in the item(s)
M _C	% of Material Component in the item(s)
F _C	% of Fuel Component in the item(s)
E _C	% of Explosive Component in the item(s)
PM _C	% of Plant, Machinery and Spares Component in the item(s)
S _C	% of Steel Supply item Component in the item(s)
C _C	% of Cement Supply item Component in the item(s)
W	Gross value of work done by Contractor as per on-account bill(s) excluding the Gross value of work under W _S or/and W _C or/and W _{SF} or/and W _F or/and W _{SFL} or/and W _{FL} and cost of materials supplied by Railway either free or at fixed rate,
W _S	Gross value of work done by Contractor for item(s) of supply of steel.
W _C	Gross value of work done by Contractor for item(s) of supply of cement and /or supply of grout material.
W _{SF}	Gross value of work done by Contractor for item(s) of Fabrication & Erection of Structures including supply of Steel.
W _F	Gross value of work done by Contractor for Fabrication & Erection of Structures excluding supply of Steel.
W _{SFL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders including supply of Steel.
W _{FL}	Gross value of work done by Contractor for item(s) of Fabrication, Assembly, Erection / Launching of Girders excluding supply of Steel.

L _B	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the base period
L _Q	Consumer Price Index for Industrial Workers - All India: Published in R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
M _B	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the base period
M _Q	Wholesale Price Index: All commodities – as published in the R.B.I. Bulletin for the average price index of the 3 months of the quarter under consideration
F _B	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the base period
F _Q	The average of official prices of Diesel available on the official website of ‘Petroleum Planning and Analysis cell’ under Ministry of Petroleum and Natural Gas for Delhi, Kolkata, Mumbai & Chennai, for the 3 months of the quarter under consideration
E _B	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the base period.
E _Q	Index number of Monthly Whole Sale Price Index for the category ‘Explosive’ of (g). Manufacture of other chemical products under (J) MANUFACTURE OF CHEMICALS AND CHEMICAL PRODUCTS, published by Office of Economic Adviser, Govt. of India, Govt. of India, Ministry of Commerce & Industry, Department of Industrial Policy & Promotion (DIPP), for the average price index of 3 months of the quarter under consideration.
PM _B	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the base period.
PM _Q	Index Number of Wholesale Prices in India by Groups and Sub Groups (Averages) for ‘Manufacture of machinery for mining, quarrying and construction’– published in RBI (Reserve Bank of India) Bulletin, for the average price index of 3 months of the quarter under consideration.
S _B	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the base period.
S _Q	The average rate provided by the Joint Plant Committee for the relevant category of steel item as mentioned in Clause 46A.9; for the 3 months of the quarter under consideration.
C _B	Index No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the base period
C _Q	No. of Wholesale Price Index of sub-group Cement, Lime & Plaster as published in RBI Bulletin for the average price index of the 3 months of the quarter under consideration
R _T	IEEMA price index for Steel Blooms (size 150mmx150mm) for the month which is two months prior to date of inspection of material.
R _O	IEEMA price index for Steel Blooms (size 150mmx150mm)for the month which is one month prior to date of opening of tender.
P _T	IEEMA price index for Copper wire rods for the month which is two months prior to date of inspection of material.
P _O	IEEMA price index for Copper wire rods for the month which is one month prior to date of opening of tender.
Z _T	IEEMA price index for Zinc for the month which is two months prior to date of inspection of

material

- Z_o IEEMA price index for Zinc for the month which is one month prior to date of opening of tender
- I_T RBI wholesale price index for the sub-group “Insulators” for the month which is two months prior to date of inspection of material
- I_o RBI wholesale price index for the sub-group “Insulators” for the month which is one month prior to date of opening of tender

(II) SIGNALING & TELECOMMUNICATION WORKS: - DELETED -

39 A.8 The demands for escalation of cost shall be allowed on the basis of provisional indices as mentioned in Clause 46A.7 of GCC-2022. Any adjustment needed to be done based on the finally published indices shall be made as and when they become available.

39 A.9:(1) Relevant categories of steel for the purpose of operating Price Variation formula as mentioned in this Clause shall be as under:

SL	Classification	Rates to be used for calculating S_Q or S_B
1.	Reinforcement bars and other rounds	Average of per tonne rates of 10mm dia TMT & 25mm dia TMT; confirming IS1786; Fe 500
2.	All types and sizes of angles, channels and joists	Average of per tonne rates of ‘Angle 75x75x6mm, Mild Steel Plate 10mm thickness and Channel 150x75mm; confirming IS2062, E250 Gr “A”
3.	All types and sizes of plates	Average of per tonne rates of ‘MS Plates 10mm thickness and 25mm thickness; confirming IS2062, E250 Gr “A”
4.	Any other section of steel not covered in the above categories	Average of price for the 3 categories covered under SL 1, 2 & 3 in this table.

(2). Relevant city for referring “JPC (Joint Plant Committee)” rates of steel items (S_Q / S_B) in different Zonal Railways shall be as under :

SL	City	Railway
1.	Delhi	Northern , North Central, North Eastern, North Western
2.	Kolkata	Eastern, East Central, East Coast, Northeast Frontier, South Eastern, Southeast Central
3.	Mumbai	Central, Western, West Central
4.	Chennai	Southern, South Central&South Western

39 A.10 Price Variation during Extended Period of Contract

The price adjustment as worked out above, i.e. either increase or decrease shall be applicable upto the stipulated date of completion of work including the extended period of completion where such extension has

been granted under Clause 17A of the Standard General Conditions of Contract. However, where extension of

time has been granted due to Contractor’s failure under Clause 17B of the Standard General Conditions of Contract, price adjustment shall be done as follows:

- In case the indices increase above the indices applicable to the last month of original completion period or the extended period under Clause 17A, the price adjustment for the period of extension granted under Clause 17B shall be limited to the amount payable as per the Indices applicable to the last month of the original completion period or the extended period under Clause 17A of the Standard General Conditions of Contract; as the case may be.
- In case the indices fall below the indices applicable to the last month of original/ extended period of completion under Clause 17A, as the case may be; then the lower indices shall be adopted for the price adjustment for the period of extension under Clause 17B of the Standard General Conditions of Contract.

40. LAWS GOVERNING THE CONTRACT

This contract shall be governed by the Laws of India for the time being in force. Irrespective of place of working, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of the tender has been issued.

EMPLOYEES' PROVIDENT FUND:

Clause 55-B to GCC: Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952.

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 through enactment of Employees Provident Fund & Miscellaneous provisions Act, 1952 wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules".

Employees' Provident Fund Scheme, 1952:

28. Payment of Contributions:

(1) The employer shall, in the first instance, pay both the contribution payable by himself (in this Scheme referred to as the employer's contribution) and also, on behalf of the member employed by him directly or by or through a contractor the contribution payable by such member (in this Scheme referred to as the member's contribution).

(2) In respect of employees employed by or through a contractor, the contractor shall recover the contribution payable by such employee (in this Scheme referred to as the member's contribution) and shall pay to the principal employer the amount of member's contribution so deducted together with an equal amount of contribution (in this Scheme referred to as the employer's contribution) and also administrative charges.

(3) It shall be the responsibility of the principal employer to pay both the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor and also administrative charges.

{**Explanation :** For the purposes of this paragraph, the expression " administrative charges" means such percentage of the pay (basic wages, dearness allowance, retaining allowance, if any, and cash value of flood concessions admissible thereon) for the time being payable to the employees other than an excluded employee, and in respect of which Provident Fund Contribution are payable as the Central Government may, in consultation with the Central Board and having regard to the resources of the Fund for meeting its normal administrative expenses fix.}

B: Duties of Contractors:

Every contractor shall, within seven days of the close of every month, submit to the principal employer a statement showing the recoveries of contributions in respect of employees employed by or through him and shall also furnish to him such information as the principal employer is required to furnish under the provisions of the Scheme to the Commissioner.

Employees' Pension Scheme, 1995:

Para From and out of the contributions payable by the employer in each month under

3(1):Section 6 of the "Act" or under the rules of the Provident Fund of the establishment which is exempted either under clauses (a) and (b) of sub-section(1) of Section 17 of the Act or whose employees are exempted under either paragraph 27 or paragraph 27- A of the Employees' Provident Fund Scheme, 1952, a part of contribution representing 8.33 per cent of the Employee's pay shall be remitted by the employer to the Employees' Pension fund within 15 days of the close of every month by separate bank draft or cheque on account of the Employees' Pension Fund contribution in such manner as may be specified in this behalf by the Commissioner. The cost of the remittance, if any, shall be borne by the employer.

The Central Government shall also contribute at the rate of 1.16 per cent of the pay of the members of the Employees' Pension Scheme and credit the contribution to the Employees' Pension Fund:

Para
3(2):

Provident that where the pay of the member exceeds Rs. 6,500 (Rupees Six thousand and five hundred) per month, the contribution payable by the employer and the Central Government be limited to the amount payable on his pay of Rs.6,500 (Rupees Six thousand and five hundred) only.



Para4: **Payment of Contribution:**

- (1) The employer shall pay the contribution payable to the Employees' Pension Fund in respect of each member employed by him directly or by or through a contractor.
- (2) It shall be the responsibility of the principal employer to pay the contributions payable to the Employees' Pension Fund by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor.

Employees' Deposit Linked Insurance Scheme, 1976:

Para7: **Contribution:**

- (1) The contribution payable by the employer and the Central Government under sub- section(2) and sub-section(3) of Section6-C of the Act, shall be calculated on the basis of the basic wages dearness allowance (including the cash value of any food concession) and retaining allowance, if any, actually drawn during the whole month whether paid on daily, weekly, fortnightly or monthly basis.
- (2) Provided that where the monthly pay of an employee exceeds six thousand five hundred rupees, the contribution payable in respect of him by the employer and the Central Government shall be limited to the amounts payable on a monthly pay of six thousand five hundred rupees including dearness allowance, retaining allowance (if any) and cash value of food concession.

Para8: **Mode of Payment of Contribution:**

- (1) The contribution by the employer shall be remitted by him together with administrative charges at such rate as the Central Government may fix from time to time under sub- section 4 of Section 6-C of the Act, to the Insurance Fund within fifteen days of the close of every month by a separate bank draft or cheque or by remittance in cash in such manner as may be specified in this behalf by the Commissioner. The cost of remittance, if any, shall be borne by the employer.
- (2) It shall be the responsibility of the employer to pay the contribution payable by himself in respect of the employees directly employed by him and also in respect of the employees employed by or through a contractor.

Clause of GCC-2022 Clause- 55:

C(i) Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms 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 one time 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 in 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 LoAs issued in his favour.
- c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramik kalyan 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.

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- d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyanportal on monthly basis.
- 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.

C(ii) 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 representatives 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.shramikkalyan.indianrailways.gov.in’ till Month, Year”





NORTHEAST FRONTIER RAILWAY
(CONSTRUCTION ORGANISATION)

SPECIAL SPECIFICATION

1. GENERAL:

These specifications shall apply to all such works as are required to be executed under the contract or otherwise directed by the Engineer. In every case the work shall be carried out to the satisfaction of the Engineer and shall conform to grades and cross sections shown on the drawings or as indicated by the Engineer. The quality of the work and materials shall comply with the requirements set forth in the succeeding sections. Where the drawings and specifications describe a portion of the work only general terms and not in complete details, it shall be understood that only the best general practice is to prevail. Materials and workmanship of the best quality are to be employed and that the instructions of the Engineer are to be fully complied with and shall be binding on the contractor. The contractor shall be fully responsible to ensure that the finished works are free from any defects, weakness, cracks etc.

2. CODES OF PRACTICE AND SPECIFICATIONS:

The abbreviations mentioned elsewhere for standard specifications and code of practices shall be considered to have the following meaning.

IS: Indian Standard of the Indian Standards Institution.

IRS: Indian Railway Standard Specifications and Code of Practices

GCC: Indian Railways Standard General Conditions of Contract 2022.

IRC: Indian Roads Congress.

RDSO: Research, Designs and Standards Organisations (Ministry of Railways).

Wherever a reference is made to any of the standard specifications and code of practice it shall be taken as a reference.

3. MEASUREMENTS:

All measurements shall be made in the metric system. Different items of works shall be measured in accordance with the procedures set forth in the relevant sections read in conjunction with G.C.C. and special conditions of the contract.

All measurements and computations, unless otherwise indicated shall be carried nearest to the following limits.

i) Length and breadth	10mm
ii) Height, depth or thickness of earthwork, C.C. work	5mm
iii) Area	0.01 Sqm.
iv) Cubic contents	0.01 Cum.

Site clearance wherever involved shall be undertaken and the same shall be considered incidental to the earthwork items and rates for the same shall be deemed to be inclusive of all clearing operations.

Specifications not specified in the tender documents for this work shall be generally in accordance with Indian Electricity Rules, relevant IR/IS specifications.

4. INSPECTION OF MATERIALS

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

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

5. REJECTION OF MATERIALS

Materials shall be tested before leaving the manufacturer's premise, where appropriate. Materials may as well be tested on the site and they may be rejected if found not suitable or not in accordance with the specifications notwithstanding the results of tests at manufacturer's works or elsewhere or test certificates.

6. SAMPLES:

Samples (wherever required) should be got approved before execution of works from the officer-in-charge at site. Manufacturer Test Certificate and Guarantee Certificate are to be submitted by the contractor as per schedule of work before using the items in execution of the work.

The contractor shall carry out all necessary cutting away and making good, for the purpose of the contract, of all wood work, roof, walls, floor etc, of the railway buildings. The contractor shall be responsible and shall make good at his own expense to the entire satisfaction of the Dy. Chief Electrical Engineer (Con) or his assistant any damage or disfigurements of the railway Buildings and or property which may be caused by acts of commission and commission done by him or his agents or labour in execution of the contract.

7. FITTINGS AND ACCESSORIES:

All electrical fittings are to be new, sound and strongly made well finished and conforming as far as possible to IS specification. Where it is not possible to procure materials of specified makes conforming to the standard specifications the fittings shall with the permission of the Chief Electrical Engineer (Con) or his authorized representative to be provided of different make conforming to the same standard specification equal in quality to the approved fittings.

All fittings and accessories shall be of uniform kind throughout an installation and similar parts shall be interchangeable. They shall also be suitable in every way for the electric supply to which they are connected.

8. WORKMANSHIP

All electrical items shall generally comply with the provisions contained in the latest editions of the relevant Indian Standard specifications as well as the Indian Electricity Rules, as applicable and relevant IR standards.

The works shall also conform to any special requirements of the local electric supply authority.

If in case, the above mentioned rules regulations etc. are in conflict, the Dy. Chief Electrical Engineer's decision regarding the rules etc. to be followed shall be final and binding.

9. DEFECTIVE MATERIALS

All materials which Engineer or his representative has determined as not conforming to requirement of the contract will be rejected, whether in place or not. They shall be removed immediately from site as directed. Materials, which have been found defective and which have been subsequently corrected shall not be used in the work unless approval is accorded in writing by Engineer upon failure of the contractor to comply with any order of Engineer/his representative given under this clause.

Engineer/his representative shall have authority to cause the removal of rejected materials and to recover the removal cost thereof from any money due to the contractor.

All minor items viz. hardware items, foundation bolts clamps, termination lugs for electrical connection etc. as required and necessary for proper working of the equipment shall be deemed to have been included in the Bill of Quantities, whether such items are specifically mentioned or not. All hardware & M.S. components should be either Galvanized or Electroplated.

If any activity or work is essential for the satisfactory completion of the work but is not mentioned specifically in the Bill of Quantities or elsewhere in the bidding documents, the same shall be deemed to be included in the scope of work and shall be executed by the contractor within the same accepted cost the work shall be handed over in a functional manner completed in all respect. However, the major item which has been left out, the cost of the same shall be paid as per the existing policy for which approval shall be taken in advance before execution of work.

The Contractor shall get the electrical installations checked and approved from the concerned Chief Electrical Engineer of Railways, Electrical Inspector/ local authority/ CE A/ any other regulatory authority as per requirement. The work will not be treated as complete until such clearances are obtained by the contractor. He shall also obtain any other clearances that may be required from time to time. The installation shall be energized in the presence of Engineer, only after receipt of such approvals.

10. Co-ordination with other agencies:

The contractor shall coordinate with all other agencies working in the same site/area so that work is not hampered due to delay in his work.

NORTHEAST FRONTIER RAILWAY
(Construction Organisation)

ANNEXURE-IV

RAILWAY CONTRACT AGREEMENT OF WORKS

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
_____ Here in after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued upto date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed ANDWHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman 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 maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner afore said and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities here to annexed.

Contractor _____ (Signature)

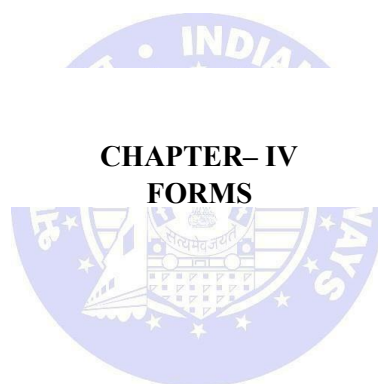
Railway: Designation

Address _____ (For President of India)

Date _____ Date _____

Signature of **Witnesses** (to Signature of Contractor) with address:

Witnesses:



CHAPTER- IV
FORMS

Documents to be submitted with the Tender

Following documents are required to be submitted along with the tender by the tenderer(s) for consideration of Railways.

SN	Item	Document Format
1	Tender Form First Sheet.	Annexure-1
2	Declaration by each partner of JV/ Consortium	Annexure-A
3	Certificate of familiarization by agency	Annexure-B
4	Format for affidavit by the tenderers	Annexure-V,V(A)
5	Format for Tenderer's Credentials (Bid Capacity)	Annexure-VI
6	Format for Bank Guarantee bond for Bid Security	Annexure-VIA
7	Financial Turnover Certificate by CA for last 3 Years	Annexure-VIB
8	Declaration form for relationship with railway employee	Annexure-D
6	Company Profile	Proforma-I
7	Details of works completed & contractual payments received during last three years (i.e. current year & three previous financial years)	Proforma-II,IIA&IIB
8	Details of construction machineries, tools & plants, vehicle etc. available on hand and proposed to be utilized in work.	Proforma – III or Annexure-E
9	Details of Technical and other Key Personnel available on hand and proposed to be engaged in work.	Proforma – IV or Annexure-F
10	Details of Court Cases during last three years.	Proforma-V
11	Details of Arbitration if any (in last 3 years)	Proforma-VI
12	Broad plan of execution of this work within the stipulated completion period.	Proforma-VII and Annexure-G
13	Comprehensive Organizational Chart	Proforma-VIII
14	NEFT form	Annexure-H
15	Standard General Declaration by Tenderer	Annexure-I
16	General Declaration for document downloaded from website	Annexure-J
17	Proforma for Bank Guarantee against Performance Guarantee	Annexure-M
18	Request letter from Executive branch to Accounts Office for opening of LC.	Annexure-O
19	Format for Indemnity Bond	Annexure Q

NORTHEAST FRONTIER RAILWAY
(CONSTRUCTION)
(TENDER FORM FIRST SHEET)

Downloaded.....

From web site by

TENDER NO.

Name of work: _____

Approx. Value (Tender Value) = ₹ _____

To

The President of India, Acting
 Through the Chief Electrical
 Engineer (Con), Northeast
 Frontier Railway, Maligaon,
 Guwahati- 781011.

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 60/90 (Single Packet/Two Packet) days from the date fixed for closing of 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 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

1. 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.

2. 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.

3. (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.

4. We are a Labour Cooperative Society and our Registration No. is with and hence required to deposit only 50% 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) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)



Annexure-A

Declaration by each partner of JV/Consortium

FORM OF DECLARATION

(To be given separately by each partner of Joint Venture/Consortium)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s nor any of its constituent partners have abandoned any work on Central Government Organization, Government of India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) any bank person/firm or corporation to furnish pertinent information deemed necessary and requested by the Railway to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand & agree that further qualifying information may be requested and agrees to furnish any such information at the request of the Railway/ Project implementing agency.

(Signed by the authorized Officer of the firm)

Title of officer

Name of firm

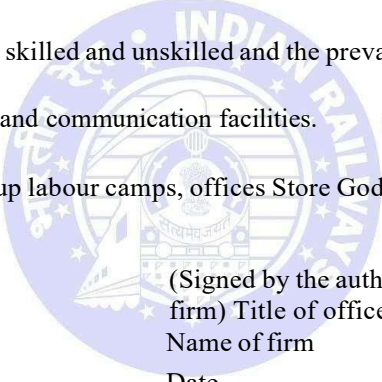
Date

CERTIFICATE OF FAMILIARIZATION BY AGENCY

Name of work:

I/We hereby solemnly declare that I/we have visited the site of above work and have familiarized myself/ourselves of the working conditions there in all respects and in particular the following:

- Topography of the area and existing Road network (highways & Village, Pucca & Kachha) and availability of Service Roads.
- Soil Conditions at the site of the work.
- Sources and availability of construction material.
- Rates for Construction materials.
- Availability of local labour, both skilled and unskilled and the prevailing labour rates.
- Availability of Water, Electricity and communication facilities.
- Availability of space for putting up labour camps, offices Store Godown, Engineering yards etc.



(Signed by the authorized Officer of the
firm) Title of officer
Name of firm
Date

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

I (Name and designation) **appointed as the attorney/authorised signatory of the tenderer (including its constituents), M/s.....(herein after called the tenderer).....for the purpose of the Tender documents for the work of.....as per the tender No of (N.F. Railway, Construction), 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 there of.
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 at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two years. 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 and may also lead to 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,

TENDER NO: ELC-RE-MLG-05-25-26-RT

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)

SEALAND SIGNATURE
OF THE TENDERER

Place:

Date:

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



ANNEXURE-V(A)

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture(JV)/ Hindu Undivided Family (HUF)/ Limited 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 as 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, 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 CONSTITUENT
FIRM/CONSTITUENT PARTNER

Place:

Dated:

TENDERER'S CREDENTIALS (BID CAPACITY)

_____RAILWAY

For tenders having advertised value more than Rs 20 crore 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:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

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 (As per Item A-4. of PROFORMA-II).

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 the 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. (As per A-5 of PROFORMA-II).

Note:

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

(i) Maximum value of construction works executed and payment received in anyone of the previous three financial years or the current financial year (up to 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 works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly 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 (upto 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 works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly 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.

(Bid Security)

Annexure –VIA

Para 5 of the Instructions to Tenderers

1. Bank Guarantee Bond from 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,

BeneficiaryRailway

Date:.....

Bank Guarantee Bond No.:**Date:-----**

In consideration of the President of India acting through ---- (Designation & address of Contract Signing Authority),.....Railway,.....(herein after called "The Railway") having invited the bid forThrough Notice inviting tender (NIT) No.,....., We have been informed that...
..[Insert name of the Bidder]..... (herein after called "the Bidder") intends to submit its bid (herein after 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], herein after called the **Bank**, acting through.....[Insert Name and Designation of the authorized persons of the Bank], have, at the request of the Bidder, agreed to give guarantee for Bid Security as herein after 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 afore mentioned 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 not withstanding 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 herein before 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 in variably 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

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.

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous $\frac{3}{4}$ 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)

DECLARATION FORM

I/We hereby certify that-

- (i) I am/We are not related to any employed in the Gazetted and /or non-Gazetted capacity in the Engineering and or any other Department of the Northeast Frontier Railway.
- (ii) I/We draw attention to the fact that I am/We are related to the following employee(s) in the Gazetted and/or non-Gazetted capacity in the Engineering and any other Department of the Northeast Frontier Railway.

(iii)

S/No.	Name of the Employee(s)	Designation & Department	Degree of Relationship

Note: The item, which is not applicable should be struckout.

SIGNATURE OF CONTRACTOR(S)

Name:

Address:

PROFORMA-I**COMPANY PROFILE**

SN	Item	Details
1	Full name of the contractor/construction firm and year of establishment	
2	Registered Head Office Address: with Telephone/fax/e-mail	
3	Branch Office in India Address: with Telephone/fax/e-mail	
4	Constitution of firm: (Copy of full details including Memorandum and articles of Association, registered partnership deed and power of attorney holder etc.to be enclosed)	
5	Particulars of registration: with Government/ semi Government Organization: (copy to be enclosed)	
6	Joint Venture/Consortium summary (i) Lead/authorized partner (ii) Partner (iii) Partner	

Note: The above information should be furnished for each of the partners in case of Joint Venture/Consortium.

CREDENTIALS OF THE TENDERER**(A) EXPERIENCE:**

1. No. of years the firm has been in operation under its present name:
2. Details of similar nature of work completed by the Tenderer in last 7 years with
Documentary proof as per Para.2 A of NIT.
3. Details of work executed and payment received during the current & last three financial years taking into account the completed as well as work in progress (with documentary proof).

(Details of works executed and payment received in current & last three financial years)

Sl. No.	Name of work & CA. No.	Clients Address	CA/SCA value in Rs.	Value of work executed In R s.	Original date of completion	Extended date of completion (If any)	Payment received in current & last three financial years in Rs.				Remarks
							2022-23	2023-24	2024-25	2025-26	
Total											

(As per 'A' of ANNEXURE-VI)

NOTE: The statement should be submitted duly verified by the Chartered Accountant.

4. Details of existing commitments and balance amount of ongoing works with the tenderer and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Sl. No.	Name of work & CA. No.	Clients Address	CA/SCA Value in Rs.	Upto date Payment received Rs.	Balance Amount to be completed In Rs.	Original Date of completion	Extended Date of completion If any	Remarks
Total								

(As per 'B' of ANNEXURE-VI)

NOTE: The statement should be submitted duly verified by the Chartered Accountant.

(A) Technical Capability:

- (i) List of tools, Plants, equipment and machinery available with the tenderer along with their value (A copy approved Assess or's Certificate to be enclosed). (As per Proforma-III).
- (ii) Name, qualifications of the technical Supervisors and staff under the employment of the tenderer and organization on hand and proposed to be engaged for the subject work (Authenticated by a chartered Accountant)
- (iii) Other facilities available with the tenderer not covered hitherto:

(B) Tenderer(s) knowledge from actual personal investigation of the resources of the region or District(s) in which he offers to work:

(C) Any other details that the tenderer may like to furnish to substantiate their financial and technical ability to undertake this work and complete the same within stipulated period of completion.

STATEMENT OF WORKS IN PROGRESS

Tenderer(s) should furnish information as per the proforma given below for the firm/company and for each member (in case joint venture) on their current commitments on all contracts that have been awarded, or for which letter of acceptance has been received, or for the contracts approaching completion, but for which an unqualified, full completion certificate is yet to be issued.

NO	Name of work	Date of award	Contract No & date	Name & Address of Client (including Tel./Fax No.)	Contract value (in Rs.) Original/ Revised	Date of Completion Original/Revised	Total payment received
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

NB:

- 1) If any one or more of the detailed information furnished in the tenderer's documents is proved to be false at any stage, the contractor/firm will be debarred then and there, from all the commitments connected with the tender and his/their tender/contract will be rejected/terminated and further action will be taken as per extant rules.
- 2) Separate sheet may be used for furnishing the above information, if necessary.

PROFORMA-IIB**STATEMENT OF WORKS ABANDONED/LEFT IN COMPLETE**

Tenderer(s) should furnish the information as per proforma given below for the firm/company and for each member (in case of joint venture) for last five years ending (i.e. current year & four previous years)

SN	Name of the work	Date of award of work	Contract No. & date	Name & address of Client (including Tel./Fax No)	Contract value in (Rs.) Original/ Revised	Percentage of work executed	Month & year since abandoned	Reason for abandoning the work
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

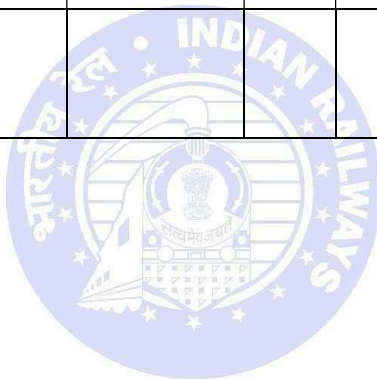
NB:

- 1) If anyone or more of the detailed information furnished in the tenderer's documents is proved to be false at any stage, the contractor/ firm will be debarred then and there, from all the commitments connected with the tender and his/their tender/contract will be rejected/ terminated and further action will be taken as per extant rules.
- 2) Separate sheet may be used for furnishing the above information, if necessary.

PROFORMA-III

DETAILS OF TOOLS & PLANTS, VEHICLES ETC.

Sl. No	Description of equipment	Number available (Owned/	Date of purchase	Date of manufacture	Make	How driven (i.e) Petrol/ Diesel/electrical	Condition of the equipment	Where the equipment can be inspected
1	2	3	4	5	6	7	8	9



PROFORMA-IV**DETAILS OF TECHNICAL AND OTHER PERSONNELS AVAILABLE ON HAND &
PROPOSED TO BE ENGAGED IN WORK**

Sl	Name	Age	Technical qualification (s)	Position with the tenderer	Commencement of present employment	Total experience	Emoluments
1	2	3	4	5	6	7	8

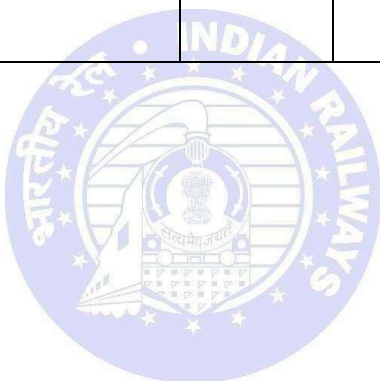


LIST OF COURT CASES DURING LAST 3 YEARS

Sl No.	Name of work	Value of work	Name of Client Deptt.	Name of the Court	Date of institution of case	Relief sought from Court	Brief reason of dispute	Final/Present position of the case
1	2	3	4	5	6	7	8	9

PROFORMA-VI**LIST OF ARBITRATION CASES DURING LAST 3 YEARS.**

Sl	Name of work	Value of work	Name of Client Deptt.	Amount and date of claim preferred	Claim of Deptt. If any	Brief reasons of disputes	Final/Prese nt position of the case
1	2	3	4	5	6	7	8



PROFORMA-VIII

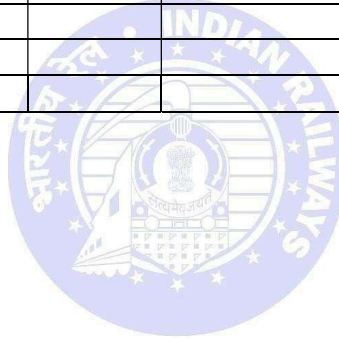
COMPREHENSIVE ORGANISATIONAL CHART



TOOLS & PLANTS, VEHICLES ETC. REQUIRED TO BE DEPLOYED:

- (a) Time is the essence of the contract. The agency is required to progress with the work expeditiously so as to complete the same in given schedule of time. In case of failure of the agency to adhere to the prorate progress, the contract is liable to be terminated without assigning any reason.
- (b) The agency is required to deploy minimum scale of vital machinery with requisite resources right from beginning.

Sl. No.	Type of Machinery	Nos./Set	Remarks
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



Annexure-F:**(Employment of Key Personnel)**

The contractor shall employ the minimum key personnel during the execution of the Contracted work.

SN	Position	Min. no. of Personnel	Qualification	Experience in Similar Works
1				
2				
3				
4				
5				
6				
7				
8				

The Bio data (Name, Qualification, Years of experience etc.) of the key personnel as mentioned above, who are proposed to be deployed, shall be furnished in the tender offer. It will be essential to retain the same key personnel for continuity of the project. However in case a situation arises to replace the key personnel for whatever reason, the same will be done in consultation with the Railways.

The key personnel should be available at site whenever required by the Engineer to take instructions. In case the Contractor fails to employ the aforesaid key personnel, he shall be liable to pay a reasonable amount not exceeding a sum of Rs. 40,000/- for each month of default in case of Graduate Engineers and Rs.25,000/ for each month of default in case of Diploma Engineers



Programme for Completion

Following programme of completion shall be adhered to by the agency for completion of the work:

Phase of Work	Time period elapsed since issue of LOA (as% of Completion Period)	Progress	
		During the Period	Cumulative upto end of the phase
I.(Initialisation)	10%	Mobilisation & site clearance	Mobilisation & site clearance
II(StartUp)	20%	10%	10%
III((Momentous)	30%	10%	20%
IV(Stabilisation)	50%	30%	50%
V(Consolidation)	75%	30%	80%
VI(Redemption)	95%	20%	100%
VII(Final)	100%	Finishing & Demobilisation	Finishing & Demobilisation

Progress commensurate with time elapsed will have to be maintained by the agency at any stage of work

To
The Branch Manager,
SBI/PNB
 (NEFT)

Sub:-Transfer of payment through NEFT.

The Bank Account(s) of the following payee(s) may kindly be credited through RTGS/NEFT as per statement given below for this purpose, Cheque No. dt. is being deposited in your Bank for a total amount of Rs. The credit should be affected in the respective Bank Account positively. After completion of transaction, advise/report may be sent to FA&CAO/CON, N. F. Railway, Maligaon, Guwahati -11 with intimation to the party.

SN	Party Name & Address	Bank Name	MICR/IFSC Code	Account No.	Type of Account

STANDARD GENERAL DECLARATION TO BE GIVEN BY THE TENDERER(S)

I/We _____ declare that

- (a) We have examined and have no reservations to the Tender documents, including Addenda issued.
- (b) We offer to execute the Works in conformity with the Tender Documents;
- (c) If our tender is accepted, we commit to submit Security Deposit and Performance Guarantee in accordance with the tender Document within the time fixed;
- (d) If our tender is accepted, we commit to deploy minimum key personnel and equipment consistent with the stipulation in the Tender Document.
- (e) If our Tender is accepted, we commit to submit work method statements for all major activities and get these approved from the engineer prior to commencing work on such activities. We also understand that the work shall be executed as per the approved method statements without any deviations;
- (f) If our tender is accepted, we commit to establish Testing Laboratory at the site of work with minimum Testing equipment indicated in the Tender Document.
- (g) I/We am/are not banned from doing business with Railways or any other Ministry/ Department of the Govt. of India/State Govt. from participation in tenders/ contract on the date of opening of bids either in individual capacity or the JV firm or partnership firm in which we were/are members / partners.
- (h) I/We are not sister concerns/allied partners who were individuals or firms or partners of firms banned from doing business with Railways.
- (i) I/We understand and agree that if I/We were found during consideration of the tender to be a firm/individual or sister/allied concern or any individual or firms or partner of firms banned by the Ministry of Railway or any other Ministry/Govt. Department from doing business and ban is still in force, offer will be rejected and I/We shall be banned from doing business with Railways and/or prosecuted.
- (j) I/We understand that if I/We were found during the course of execution of work to be an individual or firm or partner or firms or sister/allied concern of any individuals or firms banned by the Ministry of Railway or any other Ministry/Govt. Department from doing business and the ban is still in force, contract shall be liable to be terminated, my/our security deposit and Performance Guarantee will be forfeited in full and I/We shall be banned from doing business with Railways and/or prosecuted.
- (k) I/We understand that if I/We are found to be individual or firm or partner of firm or sister/allied concern of any individuals or firms banned by the Ministry of Railways or any other Ministry/ Govt. Department from doing business during the consideration of tender or during the execution of work tender shall be rejected/terminated, I/We are liable to be banned from doing business for further periods to be specified by Railways.
- (l) I/We are satisfying the eligibility conditions mentioned in the tender and I/We have enclosed attested copies of documents along with the tender in support of my/our claim of satisfying eligibility conditions. I/We understand that I/We have to produce the original documents if so demanded by the Railways. I/We understand that if any of the documents were found to be bogus, my/our performance guarantee, security deposit (after awarding work) will be forfeited in full and I/We are liable to be banned from doing business with Railways for any period to be specified by the Railways and also liable for legal proceedings against me/us.

- (m) I/We have submitted full details of work on hand and progress thereon. I/We understand that if the information furnished by me/us were found to be false my/our tender is liable to be rejected and If it is found to be false at any stage, I/We are liable to be banned from doing business with Railways for any period to be specified by Railways and also liable for legal proceedings against me/us.
- (n) We have not made any tempering or changes in the Bidding Documents on which the Bid is being submitted and if any tampering or changes are detected at any stage, we understand that the Bid will be summarily rejected and the contract will be liable to be terminated along with forfeiture of full amount of performance security, even if LOA has been issued; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (p) I/we are not sister concerns/allied partners of firm's, who have been found guilty in any criminal case in the past.

Name.....

In the capacity of

Signed.....

Duly authorized to sign the Bid for and on behalf of..... Date

.....

SIGNATURE & ADDRESS OF WITNESSES TO THE SIGNATURE OF THE TENDERER(S) WITNESSES:

1. Name

Signature

Address

Date

2. Name

Signature

Address

Date

Declaration against downloading the tender document from website

(a) I/We have downloaded the tender form from the Internet site www.ireps.gov.in and I/We have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered / modified I/We understand that my/our tender will be summarily rejected, and I/we am/are liable to be banned from doing business with Railways and/or prosecuted.

(b) I hereby declare that all the details as required to be furnished from our side to the Railways, while accessing/ downloading the tender document from website have been furnished fully and correctly.

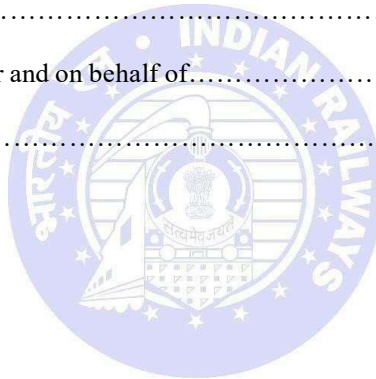
Name.....

In the capacity of

Signed.....

Duly authorized to sign the Bid for and on behalf of.....

Date.....



MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING (MOU) ENTERED INTO AT (place)
THIS.....DAY OF(Month) Year

Between

1.(name of firm) having its registered office at(full address) (herein after Referred to as..... (say X, short form of firm)) acting as the Lead Member of the first part,
And

2.(name of firm) having its registered office at (full address) (herein after Referred to as..... (say Y, short form of firm)) in the capacity of first Joint Member of the other part.
And

3.(name of firm) having its registered office at(full address) (herein after referred to as (say Z, short form of firm)) in the capacity of 2nd Joint Member of the other part. The expressions of X, Y & Z shall wherever the context admits, mean and include their respective legal representatives, successors-in-interest and assigns and shall collectively be referred to as “the Parties” and individually as “the Party”.

WHEREAS the parties here to have agreed to enter into a Joint Venture for the purpose of participation in Tender in respect of the project work of“-----

---(complete name of work to furnish)-----“(herein after referred to as “The Work”) mentioned in Tender Notice No.....and Tender No invited by Chief Engineer (Con), Northeast Frontier Railway, Maligaon, Guwahati-781011 (herein after referred to as “Employer”). Whereas in the event the Joint Venture being successful in its bid the parties have agreed to perform the contract in accordance with the agreed terms and conditions and there of and in the spirit of mutual co-operation to achieve the objective of this Joint Venture to the full satisfaction of the Employer.

Now therefore for and in considerations and covenants herein after set forth the parties hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Venture.

- (i) Tender Notice and
- (ii) Tender Document
- (iii) Any Amendment/ Corrigendum issued by “the Employer”
- (iv) The tender submitted on our behalf jointly by the JV.

2. The “Parties” have studied the documents and have agreed to participate in submitting a tender jointly under the name “X-Y-Z (JV)” (Name of JV to furnish)

3. X (Name of lead Member) shall be the lead member of the JV for all intents and purpose and shall represent the Joint Venture in its dealing with the Employer. For this purpose of submission of bid proposals, the parties agree to nominate Shri.....(name with designation) of (name of the parties to which he belongs) as the leader duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer. However, Shri(name with designation) shall not submit any such proposals, clarifications or commitments before securing the written clearance of the other Members, which shall be expeditiously given by X,Y, Z to A(to be decided internally by the JV member).

4. The “Parties” have resolved that the share of interest/participation in the Joint Venture shall be as under:

- (a) Lead Member (Who has to be an Indian Firm): at least 51%

- (b) Other Joint Members I: Not less than 20% in case of JV Firm with up to 3 (three) Members and not less than 10% each of JV Firm with more than 3 (three) Members.

5. JOINT AND SEVERAL RESPONSIBILITIES

The Parties undertake that they shall be jointly and severally legally liable to the Employer in the discharge of all the obligations and liabilities as per the contract with the Employer and for execution of project in accordance with General and Special Conditions of the Contract if the work is awarded to their JV. The parties shall be jointly and severally liable & responsible for fulfilling the obligations of the tender/tender document.

The parties shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contractor due to non-execution of the contractor part thereof.

6. ASSIGNMENT AND THIRD PARTIES.

The parties shall co-operate throughout the entire period of this JV on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the present "Work".

7. EXECUTIVE AUTHORITY

The said Joint Venture Firm through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

8. GUARANTEES AND BONDS.

The Bank Guarantees, Bid Security deposit etc and other Bond shall be furnished jointly by all the parties in the name of Joint Venture Firm and that shall be legally binding on all the partners of the Joint Venture.

9. BID SUBMISSION.

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer for the Project.

10. INDEMNITY

Each party here to agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.

11. For the execution of the respective portions of works, the parties shall make their own arrangements as per mutual agreement/understanding between them from time to time to bring the required finance, plants and equipment, materials, man power and other resources.

12. VALIDITY.

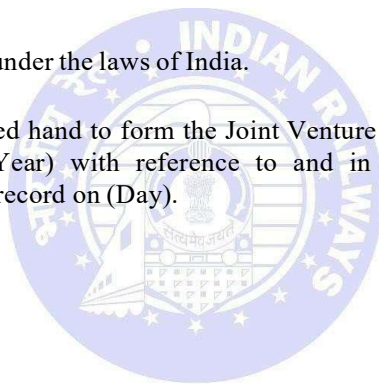
This MOU shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period,

The bid submitted by the Joint Venture is declared unsuccessful, or

Cancellation/shelving of the Project by the Employer for any reasons prior to award of work. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

13. The parties undertake not to make any modification/alteration/termination the MOU of Joint Venture during the validity of the tender.
14. The parties undertake not to make any changes in this Joint Venture or terminate this Joint Venture, after submission of the tender bid except when modification becomes inevitable due to successive laws etc., without prior written consent of the Employer. The parties further undertake that in any case Lead Member shall continue to be the Lead Member of the JV.
15. All the members of the JV Firm (name of Joint Venture Firm) certify that the parties are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.
16. This JV shall be construed under the laws of India.

Now the parties have joined hand to form the Joint Venture (MOU) on this.....day of (month) two thousand (Year) with reference to and in confirmation of their discussions and understanding brought on record on (Day).



Lead Member

First Joint Member

Second Joint Member

(Name of signatory with designation and name of firm should be furnished)

IN WITNESS WHERE OF THE PARTIES, have executed this JV the day, month and year first before written.

Witness

- 1.
- 2.
- 3.

FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE

In consideration of the President of India acting through the Chief Engineer/Con, Financial Adviser & Chief Accounts Officer/Con, N. F. Railway, Maligaon, Guwahati, Assam-781011 (herein after called "the Government") having agreed to exempt ----- (A) (Herein called "the said contractor(s)") from The demand under the Terms and Conditions of the Contract Agreement No.-----

-dated ----- made between ----- (A) ----- and the Chief Engineer/Con N.F.Railway, Maligaon, Guwahati, Assam-781011 for the work ----- (B) -----
 ----- (Herein called the "said Agreement") of the Performance Guarantee Condition contained in the said Agreement, on production of Bank Guarantee for Rs.-----
 ----- (Rupees -----

only). We ----- (C) ----- (Herein called "the Bank") at the request of (A) -----

(Contractor(s)) do hereby undertake to pay the Government an amount not exceeding Rs.-----
 ----- against any loss 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 or conditions contained in the said Agreement.

1. We ----- (C) ----- 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 or damage caused to or would be caused to or suffered by the Government by reason of breach of the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.-----.
2. We undertake to pay to the Government any money as demanded not withstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal-relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.
3. We ----- (C) ----- 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 Chief Engineer/Con N.F.Railway, Maligaon, Guwahati, Assam- 781011 certified that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this Performance Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the -----, we shall be discharged from all liability under this guarantee thereafter.
4. We ----- (C) ----- further agree with the Government that, the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the 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 relating to sureties would, but for this provision, have effect of so relieving us.

5. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

6. We-_____ (C)-_____, lastly, undertaken to
revoke this guarantee during its currency except with previous consent of the Government in writing.

Dated the _____ day of _____ - _____ 2014 for _____
_____, (C) _____

Note:

1. Please fill the above form by replacing symbols (A), (B) and (C) with appropriate words as given below:

Legend	Meaning
(A)	Firm's Name and Address with PIN Code
(B)	Brief Description of the work to be executed as per CA
(C)	Bank's Name and Address with PIN Code

2. Stamp Paper as required shall be used. Certificate from the Collector (Revenue) has to be embodied on the Guarantee Bond regarding adequacy of the Stamp duty fees in the deed.
3. Filled in statements/words/figures should be in variably underlined.

Request letter from Executive branch to Accounts Office for Opening of LC

Office of.....
.....Railway

No. _____

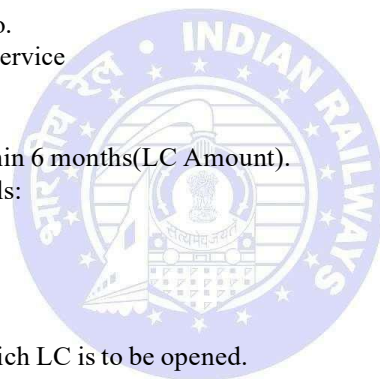
Dated: _____

The PFA/Sr.DFM/Dy.FA
HQ/Division/Workshop/Cost.

Sub: Opening of LC.
Ref: Supply Order/Contract Agreement No.

It is requested to open a sight LC against the above referred Order/Agreement in favour of
_____The details of beneficiary are as under:

- (i) Name of contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/Service
- (vii) Value of contract.
- (viii) Stages of payment.
- (ix) Expected payment within 6 months(LC Amount).
- (x) Beneficiary bank details:
 - (a) Bank name.
 - (b)Address
 - (c) Account No.
 - (d)IFSC Code.
- (xi) Validity/Period for which LC is to be opened.



It is certified that the supplier /contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of

(Signature)Name
Designation_____
(Office Seal).

Annexure-Q

STANDING INDEMNITY BONDF OR ON ACCOUNT PAYMENTS
(On paper of requisite stamp values)

We, M/s.....hereby undertake that we hold at our stores Depot/s at....For and on behalf of the President of India acting in the premises through the General Manager or his successor.....Railway

.....(herein after referred to us “The Purchaser”)all materials for which ‘On Account’ payments have been made to us against the Contract for the work on the section/s.....Railway also referred to as Group/s

Vide letter of Acceptance of Tender No....dated and materials handed over to us by the purchase for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the purchaser or as he may direct otherwise and shall indemnify the purchaser against disposal of surplus materials. The said materials shall at all times be open to inspection by any officer authorized by the General Manager in charge of Railway work (whose address will be intimated in due course).

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and refund becomes due, the Purchase shall be entitled to recover from us the full cost as per prices included in Schedule and also compensation for such loss or damages if any long with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at anytime hereafter becomes due to us under the said or any other Contract.

Dated this day.....Day of.....20.....

For and on behalf of

M/s.....(Contractor)

Signature of witness

Name of witness in Block Letters

Address.

CHAPTER-V

ANNEXURE-PREFERENCE TO MAKE IN INDIA

Public Procurement (Preference to Make in India). Order 2017

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies. Establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

1. This Order is issued pursuant to Rule 153(iii) of the General Financial Rules 2017.

2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries Departments in pursuance of this order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L 1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services. (For Railway related procurement, **Ministry of Railway** is the nodal Ministry)

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified here under:

a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the **estimated value of procurement is Rs.50 lakhs or less**, only local suppliers shall be eligible. If the Estimated value of procurement of such goods is more than Rs.50 lakhs, the provisions of sub- paragraph b, as the case may be, shall apply.

b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L 1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L 1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c.** In procurements of goods not covered by sub-paragraph 3a and which are not divisible and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L 1 price, then the contract may be awarded to the L1 bidder.
- 4. Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- 5 Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of **any particular item** and may also prescribe the manner of calculation of local content.
- 6 Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
- 7. Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the

Notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace:** In respect of procurement through the Government E-market place (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- i. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- i. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- i. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- iv) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under this order.

NOTE:

- 1. The minimum local content shall be 50%.
- 2. The margin of purchase preference shall be 20%.
- 3. The Public Procurement (Preference to Make in India) order 2017 shall supersede existing tender conditions wherever applicable.
- 4. In case of any discrepancy between the annexure-Preference to Make in India of tender documents and Public Procurement (Preference to Make in India) order 2017, the latter shall prevail.

Note: In case of ambiguity, relevant clause from GCC-2022 shall prevail.