

SECTION-II: TENDER FORMS (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:
 - a. Tender forms – First Sheet and Second Sheet
 - b. Standard General Conditions of Contract of Indian Railways as corrected up to latest correction slips.
 - c. Special Conditions of Contract and Specifications (enclosed)
 - d. Schedule of approximate quantities (enclosed)
 - e. 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
2. **Tenders containing alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.**
3. Tenderers shall quote rates as per instructions contained in Schedule of Rates and Quantities at **Section IV**. However, tenderer shall not quote rates at **Section IV**. *Rates quoted in IREPS module only shall be accepted. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule.*
4. **The works are required to be completed within a period of 30 (Thirty) months from the date of issue of acceptance letter (LOA).**
5. **Bid Security:**
 1. (a) The tender must be accompanied by a sum of **₹ 4, 35, 500.00** as Bid Security.

Note:

 - (i) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as ‘Startups’ shall be exempted from payment of Bid Security.
 - (ii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
 - (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
 - (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 **Appendix- 1** 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 Ch. OS/Tender in the office of Senior Divisional Mechanical Engineer, N. F. Railway, Tinsukia 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 work of Construction of 100 KLD ETP waste water recycling plant on turnkey basis for reuse of discharge water of Mechanized Laundry, DBRG with operation and maintenance for 2 years at Dibrugarh Coaching Depot of Tinsukia Division”** 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 hereunder:
- To
Senior divisional Mechanical Engineer,
Northeast Frontier Railway, Tinsukia,
DRM Office Complex,
Tinsukia-786125
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
- (e) If his tender is accepted, this Bid Security mentioned in sub para (a) above 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 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 that may happen thereto while in their possession, nor be liable to pay interest thereon.
2. The Tenderer(s) shall keep the offer open for a minimum period of 60 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 Northeast Frontier Railway. 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.
3. If his tender is accepted,
- (i) the Bid Security mentioned in sub para (1) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- (ii) the Bid Security mentioned in sub para (2) 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.
4. In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(3) above, to the Contractor

6. Rights of the Railway to deal with tender: -

- 6.1** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 6.2** The Railway reserves the right to verify all statements, information and documents submitted by the tenderer in his tender offer, and the tenderer 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 tenderer of its obligation or

liabilities hereunder nor will it affect any rights of the Railway hereunder.

- 6.3** In case any wrong information submitted by tenderer, the contract shall be terminated, Bid Security, Performance Guarantee(PG) and Security Deposit(SD) of contract forfeited and agency barred for doing business of entire Indian Railways for 2(two) years.
- 6.4** 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. System of tendering:-

- 7.1 Single Packet tender:** This tender has been invited in Single Packet. Technical & Commercial offer and Financial Bid shall be uploaded/ submitted in accordance with clause 10 of this Section. The number of tenderer/s whose documents are to be got verified, will be decided by the Tender Committee.
- 7.2 Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- 7.3 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.

- 8.** If the tenderer(s) expires/expires after the submission of his / their tender or after the acceptance of his/their tender, the Railway shall deem such tender cancelled unless the firm retains its character.
- 9.** Tenderer should submit the tender with due diligence after going through the tender documents.
- 10.** All e-tenders have to be submitted on-line under digital signature only. However, the documents to be attached along with the tender are required to have signature of authorized signatory with Company/Firm Seal on it before scanning.
- 11.** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

12. Execution of Contract Documents:-

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through Senior Divisional Mechanical Engineer, Northeast Frontier Railway, Tinsukia for carrying out the work according to the Standard General Conditions of Contract, Special Conditions /Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).

13. Partnership deeds, Power of Attorney etc: -

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / 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.
- (ii) Following documents shall be submitted by the tenderer:
- a. Sole Proprietorship Firm:**
- (i) All documents in terms of Eligibility Criteria.
- 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 Eligibility Criteria.

c. Partnership Firm:

(i) All documents as mentioned in para 16 of the Tender Form (Second Sheet).

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 Eligibility Criteria.

e. LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

(iv) An undertaking by all 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 in tenders / 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 Eligibility Criteria.

f. Registered Society & Registered Trust:

(i) A copy of 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 Eligibility Criteria.

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

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

(iii) Joint Venture shall not be allowed to participate in this tender.

(iv) 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.

14. The tenderer whether sole proprietor / a company or a partnership firm / 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.

15. Employment/Partnership etc. of Retired Railway Employees:

- a. 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 / 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.

- b. 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.
- c. Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(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 15.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

16. Participation of Partnership Firms in works tenders:

- 16.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 16.2 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.
- 16.3 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.
- 16.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.
If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.
- 16.5 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.
- 16.6 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.
- 16.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.
- 16.8 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.
- 16.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
 - a. Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b. Duration of the partnership deed and partnership firm agreement:
The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach

of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- c. Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- d. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

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

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of Eligibility Criteria

16.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in NIT.

17. Eligibility Criteria:

As per NIT.

18. Omissions & Discrepancies: - Should a tenderer find discrepancies in or omissions from the drawings or tender documents or should he be in doubt as to their meaning or should need a clarification about any item, he should at once notify the authority inviting tenders either through a registered letter or through e-mail at srdme_tsk@yahoo.com . The tender inviting authority shall post necessary amendments/clarifications, if required, on the website up to 15 days prior to Date of Opening of the Tender(Original/Revised). Such amendments/clarifications shall be deemed to be part of the tender documents. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the tender and the successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

19. Care in Submission of Tenders:-

- a. Before submitting a tender, the tenderer shall 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 in accordance with the provisions of Clause-37 of the General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- b. 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.
- c. 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.

- d. 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.

20. Negotiation with Tenderer(s):

Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations:

I/we, _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ dated _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions up to the date specified in the tender or the date extended by mutual agreement from time to time.

21. Tender documents are not transferable.

22. The list of documents to be attached by the tenderer(s) for this tender:-

- a) Offer Letter (Section I).
- b) IREPS e-receipt for Bid Security. In case the Bid Security is in the form of Bank Guarantee a scanned copy of the Bank Guarantee shall be uploaded. Original Bank Guarantee must reach office of the Sr. DME/TSK before the tender closing date.
- c) Tenderer's Particulars (**Appendix-2**) along with documents mentioned in **Appendix-2** as per applicability.
- d) List of works of similar nature successfully completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited as per proforma given in **Appendix-3**.
- e) Attested copy of Completion Certificate of works mentioned in para (d) above from the Organizations with whom they worked as per proforma given in **Appendix-4** as applicable.
- f) List of works on hand as per proforma given in **Appendix-5**.
- g) List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in **Appendix-6**.
- h) List of Personnel, Organization available on hand and proposed to be engaged for the subject work in **Appendix-7**.
- i) Total contract amount during the last three financial years and in the current financial year with supporting documents as per proforma given in **Appendix-8**.
- j) Self attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
- k) GST registration details.
- l) EPF registration details.
- m) ESI registration details.
- n) Acceptance/Deviation Schedule (**Appendix- 9**).
- o) NEFT Form (**Appendix- 10**).

NOTE: BE IT KNOWN TO THE TENDERER THAT:-

- (a) **The documents required vide item 22 are mandatory for submission with tender document. If any of these documents is not submitted along with tender, the offer shall be summarily rejected.**
- (b) **No post tender submission of documents shall be permitted. However, only clarification can be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 5 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.**

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: -----

President of India,
Acting through Senior Divisional Mechanical Engineer,
Northeast Frontier Railway, Tinsukia

Beneficiary: FA & CAO, Northeast Frontier Railway, Maligaon, Guwahati

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through Senior Divisional Mechanical Engineer, Northeast Frontier Railway, Tinsukia (hereinafter called "The Railway") having invited the bid for **Construction of 100 KLD ETP waste water recycling plant on turnkey basis for reuse of discharge water of Mechanized Laundry, DBRG with operation and maintenance for 2 years at Dibrugarh Coaching Depot of Tinsukia Division** through E-tender No. **M-TSK-2026-21**, we have been informed that [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from [insert date of issue] till [insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

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

Appendix- 2**TENDERER'S PARTICULARS**

Tenderer's Legal Name	
Legal status of the Tenderer	Sole Proprietorship Firm / HUF/Partnership Firm / Company registered under Companies Act 2013 / Limited Liability Partnership/ Registered Society/Registered Trust (Please tick one)
Bidder's Legal Address with telephone numbers, email address for communication	
Bidder's authorized signatory (name, designation, address, contact no.)	
Bidder's authorized representative (name, designation, address, contact no.)	
FOLLOWING NEEDS TO BE SUBMITTED BY THE TENDERER: a) Sole Proprietorship Firm: (i) Affidavit of Sole Proprietorship; (ii) A copy of Power of Attorney/Authorization issued in favour of the individual to sign the tender on behalf of the Sole Proprietorship Firm and create liability against the Sole Proprietorship Firm. 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. c) Partnership Firm: (i) Self/Notary attested copy of the Partnership Deed. (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the tender 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. d) Company registered under Companies Act 2013: (i) The copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the company. (ii) A copy of Certificate of Incorporation. (iii) Self /Notary attested copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company. (iv) Attested copy of Notarized Special Power of Attorney including ratification clause duly signed by person authorized by the company vide (iii) above. e) LLP (Limited Liability Partnership): (i) A copy of LLP Agreement. (ii) A copy of Certificate of Incorporation. (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.	

- (iv) An undertaking by all 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 in tenders / 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.

f) Registered Society & Registered Trust:

- (i) A copy of 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

Note: Bidder's authorized representative shall be deemed to have authority of the bidder to receive and deliver any correspondence and attend meetings with RAILWAY ADMINISTRATION related to the bidder.

Stamp & Signature of Tenderer

APPENDIX-3

List of similar nature of works successfully completed or substantially completed during last 07 (seven) years, ending last day of month previous to the one in which tender is invited

Sl. No.	Description of work	Name of the organization for whom work successfully completed or substantially completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal features of the work
								Date of award of contract	Date of actual completion	

Note:-

- (i) 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.
- (ii) 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.
- (iii) The tenderers should attach self attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Appendix-
- (iv) Not more than five certificates should be attached.
- (v) In column 4 type of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire /Public listed company.

Signature of the Tenderer (s)

Tenderer (s) seal

COMPLETION CERTIFICATE**Name of Organization****Postal address, Phone No., Email ID, Fax No****Letter No.****Date :-.....**

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3. (i)	Name of Firm with address	
(ii)	In case of JV..... Name and % share of individual firms.	
4.	Original value of contract agreement	
5.	Final value of contract as completed. (if final bill paid)	
6.	Date of award of contract	
7.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
8.	If yes, then actual date of physical completion.	
9.	Total payment made in above contract till the date of opening of present tender.	
10.	In case of composite work: (See note (v) below) Payment made for -----(relevant distinct component of work) out of total payment made under Sr. No. 9 above.	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)
Name and Designation of officer
Mobile No. of officer
Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action.
- (ii) Copy of certificate duly self attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under Para 22 (ii) of Instructions to tenderers and conditions of tender.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) Only those works will be treated as composite works which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and that there is separate schedule for each such distinct components in the tender documents.

LIST OF AWARDED WORKS UNDER EXECUTION

Sr. No.	Name of work	Organization for whom work is being done	Date of award of contract	Contract Agreement No. and date	Contract Value	Value of balance work yet to be done	Schedule of completion	
							Date of Commen cement	Expected date of completion

Date:-----

Signature of Tenderer/s with seal

**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED
(OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK**

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt

Note:

Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.

Signature of Tenderer/s

Dated:-----

**LIST OF PERSONNEL ORGANIZATION AVAILABLE ON HAND AND PROPOSED TO BE
ENGAGED FOR THE SUBJECT WORK**

Sr. No.	Name & Designation	Qualification	Professional experience	Remarks
1				
2				
3				
4				
5				
6				
7				
8				
9				

Signature of Tenderer/s

Dated:-----

(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT/COST ACCOUNTANT)

To

Senior Divisional Mechanical Engineer,
Northeast Frontier Railway, Tinsukia
Tinsukia-786125

Sub:- Contractual receipts of M/s (Name of firm).....

It is to certify that contractual receipts of M/s (Name of firm).....during current financial year and preceding three financial years as extracted from audited balance sheets are as under :-

Sr. No.	Financial year	Contractual Receipts
1	2026-27	
2	2025-26	
3	2024-25	
4	2023-24	

Yours sincerely,

Date : ...

(Name & Sign.of
authorized Signatory)

Seal of firm

Registration No:-

E-Mail:-

Phone :

FAX:-

ACCEPTANCE/DEVIATION SCHEDULE

(Tenderer may add more sheets if space is not adequate)

Part No. & Clause No.	Deviation	Proposed clause

In case deviation for any items/clause is not indicated, it shall be taken that the same has been accepted by the tenderer.

Signature of the Tenderer (s)

Tenderer (s) seal

MANDATE FORM FOR EFT/NEFT**1. PARTICULARS OF THE PARTY**

- i) NAME:
- ii) ADDRESS.....
- iii) PHONE NO.....MOBILE.....FAX NO.....
- iv) INCOME TAX PAN NO.....EMAIL ID.....

2. PARTICULARS OF BANK ACCOUNT

- i) CITY.....
- ii) BANK NAME.....
- iii) BRANCH.....
- iv) BANK ADDRESS.....
- v) BANK TEL NO.....FAX NO.....
- vi) BANK MICR CODE (9 DIGIT).....
- vii) BANK IFS CODE.....
- viii) BANK ACCOUNT NO.....
(Please enclose a cancelled blank cheque)
- ix) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT):.....

Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honor all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the bank

DECLARATION BY THE PARTY

I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the user institution i.e., FA & CAO/ N. F. Railway will not be held responsible.

Date.....

Signature of the Party with stamp

MODEL FORM OF BANK GUARANTEE BOND FOR PG

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt – (Name & address)----- (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees-----only) we, ----- (hereinafter referred to as “the Bank” at the request of ----- (contractor(s) do hereby undertake to pay to 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.
2. We----- (indicate the name of the bank) and our local branch at ----- i.e. ----- (name, address and branch code of local branch at -----) 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 by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----
3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite 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 a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We.....(indicate the name of bank) and our local branch at ---- i.e. (name, address and branch code of local branch at ----) further agreed with 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 ----- (office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.
5. We.....(indicate the name of bank) and our local branch at -----i.e. (name, address and branch code of local branch at -----) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further 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 commission on the part of the Government or any

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

6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
7. We ----- (indicate the name of bank) and our local branch at -----i.e. (Name, address and branch code of local branch at_____) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the----- day of -----20.....

For _____(indicate the name of bank) and our local branch at -----i.e. (Name, address and branch code of local branch at -----)

INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

Name of the issuer of surety bond:

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

Date:.....

Surety Bond No:

Issue Date.....

Amount of Bond:

Expiry Date.....

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

AND

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

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

1. KNOW ALL MEN by these present that I/We, the undersigned (*Insert name(s) of authorized representatives of the Surety*), being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of (Rupees Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.

6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on(*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated the day of . .202..

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

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness

1.

2.

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