

GENERAL INSTRUCTIONS FOR E-TENDERING

1. Participation in tenders:

- (i) 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 / HUF 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. To that effect necessary testimonials shall be uploaded as indicated in relevant paras.
- (ii) If it is NOT mentioned, then the tender shall be treated as having been submitted by the individual who has signed the tender. In no case, any change in composition shall be considered after opening of the tender.
- (iii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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.
- (iv) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.
- (v) The Railway will not be bound by any change 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.
- (vi) The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF 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 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 above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

Following documents shall be submitted by the tenderer:

a) Sole Proprietorship Firm:

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

ii) All other documents in terms of explanatory notes in clause 10 of GCC 2020.

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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (iii) All other documents in terms of explanatory notes in clause 10 of GCC 2020

c) Partnership Firm: & d) Joint Venture: Details enclosed separately

e) Company registered under Companies Act 2013:

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 10 of GCC 2020.

f) **LLP (Limited Liability Partnership):** 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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 10 of GCC 2020

g) Registered Society & Registered Trust: The tenderer shall submit:

- (i) A copy of the Certificate of Registration
- (ii) A copy of Deed of Formation
- (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) All other documents in terms of explanatory notes in clause 10 of GCC 2020

2. Earnest Money and Tender Document Cost: -

The earnest money deposited by the tenderer and found to be the successful tenderer, will be retained, as part of security deposit. All the tenderers/ Contractors have to deposit full earnest money and tender document cost stipulated for the tender, only through online payment modes as permitted in IREPS application like multiple banks net banking, debit / credit cards etc., available on IREPS portal.

Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit. 100% Govt. owned PSUs shall be exempt from payment of earnest money deposit detailed above. Labour Cooperative Societies shall deposit only 50% of above earnest money deposit detailed above.

The tenderer shall upload scanned copies of mandatory credentials such as experience, turn over certificates and any other documents as applicable. All documents related to Partnership deed/Joint venture/ Consortium/ MOU, duly signed by the notary public, should be uploaded at the time of submission of bid failing which offer will be summarily rejected.

Joint Venture shall be applicable for the Works tenders of value of more than Rs. 10 Crore (Rupees Ten crore only). (RB letter no. 2002/CE-I/CT/37/ JV Pt.VIII dated 14.12.12)

The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfil the eligibility criteria as mentioned in the tender document. **Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorized representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page).**

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V of GCC 2020. Non submission of above certificate 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 by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

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

In case of any wrong information submitted by tenderer, the contract shall be terminated, Earnest Money Deposit (EMO), Performance Guarantee (PG) and Security Deposit (SO) of contract forfeited and agency barred for doing business on entire Indian Railways for 5 (five) years.

3. The tenderers are required to satisfy the eligibility criteria and financial criteria as specified for all works costing more than 50 lakhs

4. Should a Tenderer find discrepancies in, or omissions from the drawings or any of the Tender Forms or other Contract Documents or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for the risk of any errors, omissions and discrepancies which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. The tenderer(s) carrying out any construction work shall be required to pay cess at 1 percent of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

6. Rates are inclusive of all taxes/octroi, license fee, royalty charges etc. Legally chargeable by State, Central Govt. and/or any other local authority. Provisions of GST Act-2017 have become effective from 1st July-2017. It is hereby made it clear that the suppliers of Goods & Services are subjected to GST Act-2017 as applicable from time to time. Hence the tenderers are requested to take a special care in submission of tenders. Further details/references please refer the Special Conditions of Contract attached to the tender.

7. Right of the Railway to deal with this Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender and no Tenderer shall demand any explanation for the cause of rejection of his/ their tender nor the Railway under take to assign reasons for declining to consider or reject any particular tender or tenders. If the tenderer deliberately gives wrong information in his / their tender or creates circumstances for the acceptance of his /their tender, the Railway reserves the right to reject such tender at any stage. If the Tenderer expires after the submission of his / their tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled the firm retains its character.

8. Those conditions for which standard formats have been given in the uploaded document. The information should only be submitted in the prescribed formats- titled-Formats for uploading.

8 .In addition to General condition of contract 2020 and Indian Railways Unified standard specification Works Materials Volume I II 2010, revised up to date, special conditions of contract/ specifications attached shall also apply.

10. 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** and the railway shall be entitled to forfeit Earnest Money Deposit and other dues payable against that contract. **The failed Contractor shall be debarred from participating in re-tender for that work.**

11(a) One qualified Graduate Engineer where the cost of the work to be executed is Rs.200 lakh and above.

(b) One qualified Diploma Holder, where the cost of the work to be executed is more than Rs.25 lakh, but less than Rs.200 lakh. Technical staff should be available at site, whenever required by the Engineer-in-charge to take instructions. In case, the contractor fails to employ the qualified Engineer, he shall be liable to pay an amount of Rs. 40,000/- and Rs. 25,000/- for each month or part thereof for the default period for the provisions, as contained in para (a) and (b) above respectively. The decision of the Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

12. Price Variation clause (PVC) shall be applicable for tenders of value (Contract agreement value) Rs.5 crore and more, irrespective of the contract completion period. Variation in quantities shall not be taken into account for applicability of PVC in the contract. **(Ref: RB Letter no. 2017/Trans/01/Policy dated 08.02.18) The Price Variation Clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either on Annual Maintenance Contract (AMC) or a Zonal Contract.** Materials supplied free of cost by Railway to the contractors shall fall outside the purview of price variation clause. If in any case, accepted offer includes some specific payment to be made to consultants or some materials supplied by Railway free or at fixed rate, such payments shall be excluded from the gross value of the work for the purpose of payment/ recovery of price variation. For further details/references please refer the Special Conditions of Contract attached to the tender.

13. Contractors shall be responsible for carrying out measurement of works executed and recording of measurements for all works costing more than Rs 5 Crore. The procedure for carrying out measurement of works executed and recording of measurements by the contractor is uploaded in documents. **(Ref: RB Letter no. 2017/Trans/01/Policy dated 08.02.18)**

14. Power of Attorney:

The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF 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 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 above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

15. Partnership Deeds:

The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender which have to be signed by legally competent authority of the Firm. **For further details refer Document "PARTICIPATION OF PARTNERSHIP FIRMS 2020"**

16. JOINT VENTURE (JV) IN WORKS TENDERS

Joint Venture shall be applicable for the Works tenders of value of more than Rs. 10 Crore (Rupees Ten crore only). (RB letter no. 2002/CE-I/CT/37/ JV Pt.VIII dated 14.12.12)

For further details refer document “ELIGIBILITY CRITERIA AND CREDENTIALS FOR JV 2020”

17.Contract Documents:

17.1. Execution of Contract Documents: The tenderer whose tender is accepted shall be required to appear in person at the Office of the General Manager/ General Manager (Construction) Chief Administrative Officer (Construction)/ Chief Engineer/ Divisional Railway Manager or the concerned Engineer, as the case may be or in case of a firm or corporation, a duly authorized representative shall so appear and execute the Contract Documents within 7 days (seven) after notice that the contract has been awarded to him and / or on receipt of the letter of acceptance of the tender, in specimen form. Failure to do so shall constitute a breach of the letter of acceptance of the tender. Failure to do so shall constitute a breach of the agreement affected by the acceptance of prejudice to any other rights or remedies available to the Railway. In the event of any Tenderer whose tender is accepted refusing to execute the Contract documents as here in before provided, 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 Earnest Money and also to recover the damages for such default.

17.2 Execution of Contract Documents: The successful Tenderer shall be required to execute an agreement with the President of India acting through the Divisional Railway Manager/ Works, Concerned Branch officers of Southern Railway for carrying out the work according to the Contract Documents.

17.3 Power of Attorney for works costing less than 5 cr.: The Tenderer, whether Sole Proprietor, a Limited Company or a Partnership Concern, if they want to act through an agent or individual partner should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm of any other person specifically authorising him to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim)s_ preferred by the firm and sign the “No Claim Certificate” and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

17.4 Power of Attorney for works costing more than 5 cr.: The Tenderer, whether Sole Proprietor, a Limited Company or a Partnership Concern, if they want to act through an agent or individual partner should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he be partner of the firm of any other person specifically authorising him 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 the “No Claim certificate” and refer all or any disputes to arbitration. The above power of attorney shall be submitted even if such specific person is authorized for above purposes through partnership deed / Memorandum of Understanding / Article of Association or such other document, failing which tender is liable to be rejected.

‘Contractor’s authorized engineer’ shall mean a graduate engineer having more than 3 year experience in the relevant field of construction work involved in the contract , duly approved by concerned JAG officer of Engineering Branch.

17.5 Employment/Partnership, etc., of Retired Railway Employees: 16 of GCC

a(1) Should a tenderer be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or

whether holding a pensionable post or not, in the Engineering 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 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 gazette 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 / 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)/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 a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

18. The Contractor shall abide by the provision of the Labour Laws, Acts & Rules as amended from time to time as detailed in Special conditions of contract.

19. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in the portal. www.shramikkalyan.indianrailways.gov.in . The Registration/ updation of Portal as given in 55 C of GCC 2020.

20. The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.