

ANNEXURE-IV

DETAILS OF WORKS THE TENDERER PRESENTLY ON HAND

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

Signature of the Tenderer
with Date and stamp

ANNEXURE- V**DECLARATION REGARDING ASSOCIATION OF RAILWAY OFFICERS WITH THE TENDERER**

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

Signature of the Tenderer
with Date and stamp

ANNEXURE- VI

LIST OF ARBITRATION CASES OF THE TENDERER DURING LAST FIVE YEARS

SL NO	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT/DEPTT.	AMOUNT OF CLAIM PREFERRED WITH DATE	CLAIM OF THE DEPTT, IF ANY	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THE CASE
1	2	3	4	5	6	7	8

Signature of the Tenderer
with Date and stamp

ANNEXURE- VII**LIST OF COURT CASES OF THE TENDERER DURING LAST FIVE YEARS**

SL NO	NAME OF WORKS	VALUE OF THE WORK	NAME OF CLIENT/DEPTT.	NAME OF THE COURT	REFERENCE AND DATE OF FILING THE CASE	RELIEF SOUGHT	BRIEF REASON FOR THE DISPUTE	PRESENT POSITION OF THE CASE
1	2	3	4	5	6	7	8	9

Signature of the Tenderer
with Date and stamp

NEFT MANDATE FORM

FROM:

Date:

TO

**Principal Financial Adviser,
Southern Railway,
Chennai**

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

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

NAME OF ORGANISATION AND ADDRESS	:	
MICR CODE OF BANK	:	
IFSC CODE OF BANK	:	
BANK NAME	:	
BRANCH NAME	:	
BANK ADDRESS	:	
BRANCH TELE/FAX NO.	:	
BANK ACCOUNT NO.	:	
TYPE OF ACCOUNT	:	

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

Enclo : As stated above

Signature & Stamp

Confirmed by Bank.

ANNEXURE-IX**GST COMPLAINT INVOICE**

1.	Supplier Name	
2.	Supplier GSTIN	
3.	Invoice No.	
4.	Invoice Issue Date	
5.	Total Value	
6.	Taxable Value	
7.	Goods A/c HSN, Service Accounting Code	
8.	Goods and Services Description	
9.	Unit Qty. Code	
10.	Quantity	
11.	Rate	
12.	Whether eligible for ITC – Partial/Full/NIL	
13.	IGST Rate	
14.	IGST Charged Amount	
15.	CGST Rate	
16.	CGST Charged Amount	
17.	SGST/UGST Rate	
18.	SGST Charged Amount	
19.	Cess Rate	
20.	Cess Charged Amount	
21.	Name/Recipient of service/Goods	
22.	Place of Supply	
23.	Recipient GSTIN	
24.	Tax payable on Reverse Charge Basis(Y/N)	
25.	TDS	

Signature & Stamp

Annexure-XI

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: -----

DOCUMENT OF AUTHORIZATION**Reference : (i) Works Contract / Supply Contract****No._____Dated_____****(ii) Inland Letter of Credit****No._____Dated_____**

This document is issued against contract No.____(FROM IREPS)
_____dated_____

For supply / work of ----(DESCRIPTION OF GOODS/WORK FROM
IREPS)_____

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND
VENDOR CODE).....(Vendor Codeas per IREPS.....) is entitled to receive
payment aggregating INR.....(FROM ABSTRACT NOF BILL PASSED)..... out of
a total LC amount INR....(FROM MASTER TABLE OF LC OPENED).....against the
first/second* commercial Invoice No. (FROM IREPS)_____dated _____FROM
IPAS_____for INR (FROM IPAS)_____ raised against the above contract
from State Bank of India(branch-FROM LC MASTER TABLE)_____on the
strength of the Certificate.

The details of payments already made in the beneficiary under this Letter
of Credit are as follows:-

S.No.	Invoice No.	Invoice Date	Invoice Amount (INR)	LCDA No.	LCDA Date	Amount paid (INR)
Total Paid						

THIS PAYMENT: _____

LC BALANCE AFTER THIS PAYMENT : _____

(Signature of authorized Railway
authority)

Name :

Designation :

Official Seal :

Annexure –VIA**Para 5 of the Instructions to Tenderers****(Bid Security)**

Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [***Insert name(s) of authorized representatives of the Bank***], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [***Insert required Value of Bid Security***] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

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 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)

D. Annexure-VI, Part I of GCC shall be read as under:

ANNEXURE – VI

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

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 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.

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

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

Note:

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

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to 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 (up to date of inviting tender) by each member of JV for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no 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.

31/5 2022
14.7.22

Signature

E. Clause 17 A, Part II of GCC shall be read as under:

17A 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 neighbouring 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 therefor, 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.

31/12 2022
14.7.22

[Signature]