

NOTE TO TENDERERS

- 1) The administration will not own any responsibility, if website is not opened for downloading/ uploading the tender documents due to any technical snag.
- 2) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is split asunder:
 - (a) **Advertisement period:** Time during which all information pertaining to tender shall be available but offers cannot be submitted.
 - (b) **Offer submission period:** Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers.

Corrigendum will be issued only during Advertisement period as per RB Letter. No. 2015/CE-I/CT/5/1 Dt: 31/08/2016.

- 3) The prospective tenderers are advised to visit website “**<http://www.ireps.gov.in>**” before the date of tender closing or offer submission period to note any changes/corrigenda for any tender. All corrigendum shall be through IREPS portal only.
- 4) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- 5) The tenderers are required to submit their offer on line ONLY before tender closing time and date as mentioned in the NIT.
- 6) The tenders will be opened after closing date and time mentioned in the NIT.
- 7) **If the date of opening happens to be a holiday, the tenders will be opened on the next working day.**
- 8) **Warning: It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.**

Visit our site at “<http://www.ireps.gov.in>”

REGULATIONS FOR TENDERS AND CONTRACTS
FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS
CONTRACTS MEANING OF TERMS

1.0 Applicability: These Conditions of Contract shall be applicable for all the tenders and Contracts of Railways for execution of Works as defined in GFR 2017.

1.01 Order of Precedence of Documents: In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- I. Letter of Award
- II. Bill(s) of Quantities
- III. Special Conditions of Contract
- IV. Technical Specifications as given in tender documents
- V. Drawings
- VI. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- VII. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- VIII. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- IX. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- X. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- XI. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 Interpretation: These Regulations for Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 Definition: In these Regulations for Tenders and Contracts the following terms shall have the meanings as signed here under except where the context otherwise requires:

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.

- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- (c) "Chief Engineer" shall mean the Officer in charge of the Engineering Department of Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer/Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
- (f) "Tenderer" shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.
- (g) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- (h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (i) "Works" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.
- (j) "Specifications" shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.
- (k) "Schedule of Rates of the Railway" shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.
- (l) "Drawings" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.

- (m) 'Contractor's authorized Engineer' shall mean a graduate Engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- (n) Date of inviting tender shall be the date of publishing NIT on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.
- (o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.
- Words importing the singular number shall also include the plural and vice versa where the context requires.

TENDERS FOR WORKS

2. Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure-I, included in the Page.No.6.**

3. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and 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.

4. Earnest Money/Bid Security:

(1) (a) The tenderer shall be required to deposit earnest money with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The earnest money shall be as under:

Value of the Work	Earnest Money
For all works	2% of the estimated cost of the work

Note:

- (i) The earnest money shall be rounded off to the nearest Rs.100. This earnest money shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of earnest money deposit detailed above.
- (iii) Labour Cooperative Societies shall deposit only 50% of above earnest money deposit 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) 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.

(1) The Bid Security shall be paid through e-payment gateway or ~~shall~~ as Bank Guarantee bond from a scheduled commercial bank of India. The Bank Guarantee bond shall be as per Annexure- VIA and shall be valid for a period of 90 days beyond the bid validity period.

(2) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids. Sr.DEE/M/GTL is nominated for this purpose.
- 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 ***** (Tender Name) Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the 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.

5. Care in Submission of Tenders:

- (a) (i) **Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive** to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor. The 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. 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/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.** A facility has already created for online submission of Annexure-V of GCC in IREPS module, uploading of physically signed Annexure-V by tenderer has been discontinued.

CONSIDERATION OF TENDERS

6. Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

6A. Two Packets System of Tendering: As per the RB Lt.No .94/CE-I/CT/4 Pt. 17 Dt: 13.08.2012. Two packet systems shall mandatorily follow for works contracts valuing more than Rs. 10 Cr.

6B. Pre-Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders

6C. 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.

7. Execution of Contract Document and Form of contract Document are as per the Clause No. 8 and 9 of the PART I of the GCC April 2022



**SOUTHCENTRAL RAILWAY
TENDER FORM (FIRST SHEET)**

Tender No. GTL-EM-15-2026-27

Name of Work: Guntakal: DHARMAVARAM: Electrical arrangements for proposed construction of 30 Bedded capacity TTEs Rest House along with facilities for Kitchen, Dining and Recreation etc.

The President of India,

Acting through the Divisional Railway Manager, or his successor, Office of the Senior Divisional Electrical Engineer Electrical Maintenance, South Central Railway
Guntakal-Pin:515801.

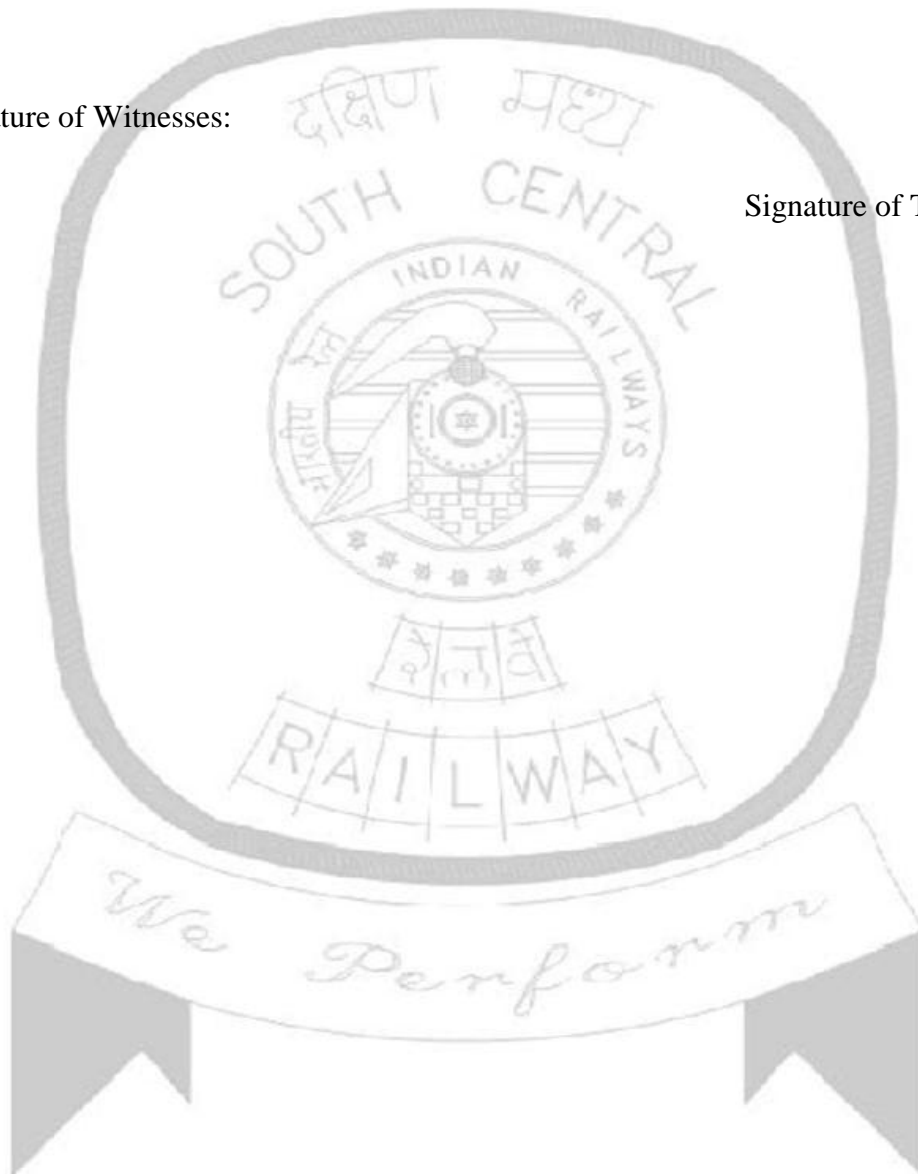
1. I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of _____ days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt to f notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Start up firm registered byDepartment of Industrial Policy and Promotion (DIPP) and my registration number arevalid up to.....(Copy enclosed) And hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is with

.....and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

Signature of Tenderer(s)



ANNEXURE-I (Contd....)

TENDER FORM (Second Sheet)

TENDER FORM (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) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected up to latest correction slips, copies of which can be seen in the office of _____ or obtained from the office of the Chief Engineer, _____ Railway on payment of prescribed charges.
- (f) 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. Drawings for the Work: The Drawing for the work can be seen in the office of the _____ and / or Chief Engineer, _____ Railway at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities 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 Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or 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.

5. The works are required to be completed within a period of _____ months from the date of issue of acceptance letter.

6. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

(b) **The Tenderer(s) shall keep the offer open for a minimum period of 60 days** (in case of two packet system of tendering 90days) 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 _____ 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.

(c) If his tender is accepted,

(i) the Bid Security mentioned in sub para(a) 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(a) above submitted as Bank guarantee bond, will be uncashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

(iii) The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security 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(c) above, to the Contractor.

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and 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.

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

9. 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.

10. Eligibility Criteria:

10.1 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
 - (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

(b) (2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

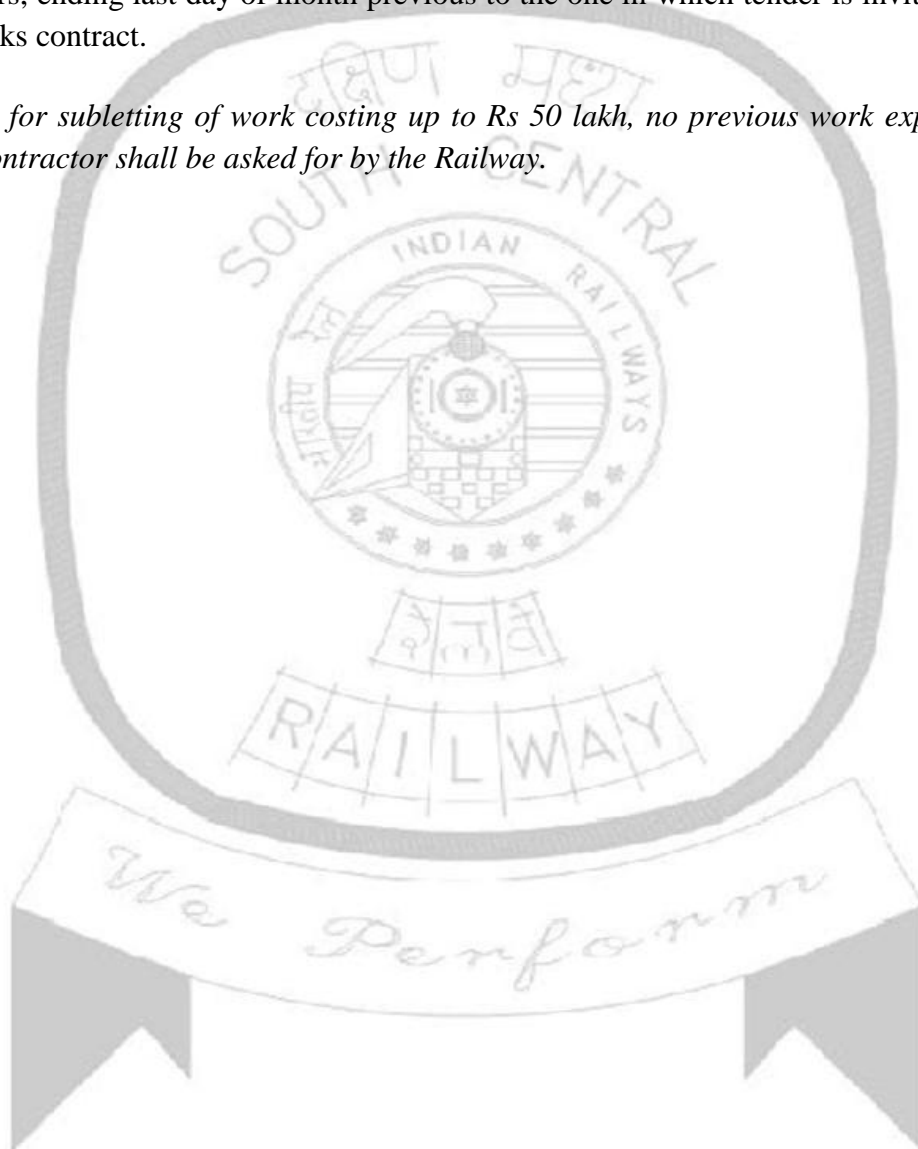
(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal

agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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



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

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

10.2. Financial Eligibility Criteria:

The tenderer must have minimum average annual contractual turnover of 'V/N' or 'V' whichever is less;

Where V = Advertised value of the tender in crores of Rupees

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

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as, For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender

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

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

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
- 6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
- 7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous*

partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the

Contractors of ___Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
 - (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
 - (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
 - (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-V**. Non submission of a copy of certificate by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. A facility has already been created for online submission of Annexure-V of GCC in IREPS module, uploading of physically signed Annexure-V by tenderer has been discontinued.
 - (v) 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.
 - (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of up to five years.
 - (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to five years.
- 12.** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
- 13.** Execution of Contract Documents: Clause No. 13 of the PART I of the GCC April 2022.
- 14.** Documents to be Submitted Along with Tender
- (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 / 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 Para 10 of the Tender Form (Second Sheet) above.

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

(c) Partnership Firm:

(i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

(d) Joint Venture (JV): As per RB.Lt. No. 2002/CE-I/CT/37 JV Pt. VIII Dt:14.02.2012

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

(f) 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 Para 10 of the Tender Form (Second Sheet).

(g) 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 Para 10 of the Tender Form (Second Sheet) above.

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

(iv) 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.

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

(vi) 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.

15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

16. 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 / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement, OR
 - iii) being an incorporated company have any such retired Engineer of the Gazetted rank or any other Gazetted officer working before his retirement as one of its directors

AND

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

THEN

the tenderer will give full information as to the date of retirement of such Engineer or Gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- 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 16.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.

17. JOINT VENTURE (JV) IN WORKS TENDERS: As per RB. Lt. No. 2002/CE-I/CT/37 JV Pt. VIII Dt:14.02.2012

18. Participation of Partnership Firms in works tenders:

- a. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- b. 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.
- c. 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.
- d. 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.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.

- **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.

- **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.

- **Governing laws:**

The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

- 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.
- 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 Para 10 of the Tender Form (Second Sheet) above.

- **Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor – If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request.

(Signature)(Designation)

Signature of Tenderer(s) _____ Railway Date _____
Date _____

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

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),

M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____ as per the tender No._____ of _____(*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. **I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.**
6. **I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.**
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the **certificate** submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (*insert name of the tenderer*) **_____ and all my/our constituents understand that my/our offer shall be summarily rejected.

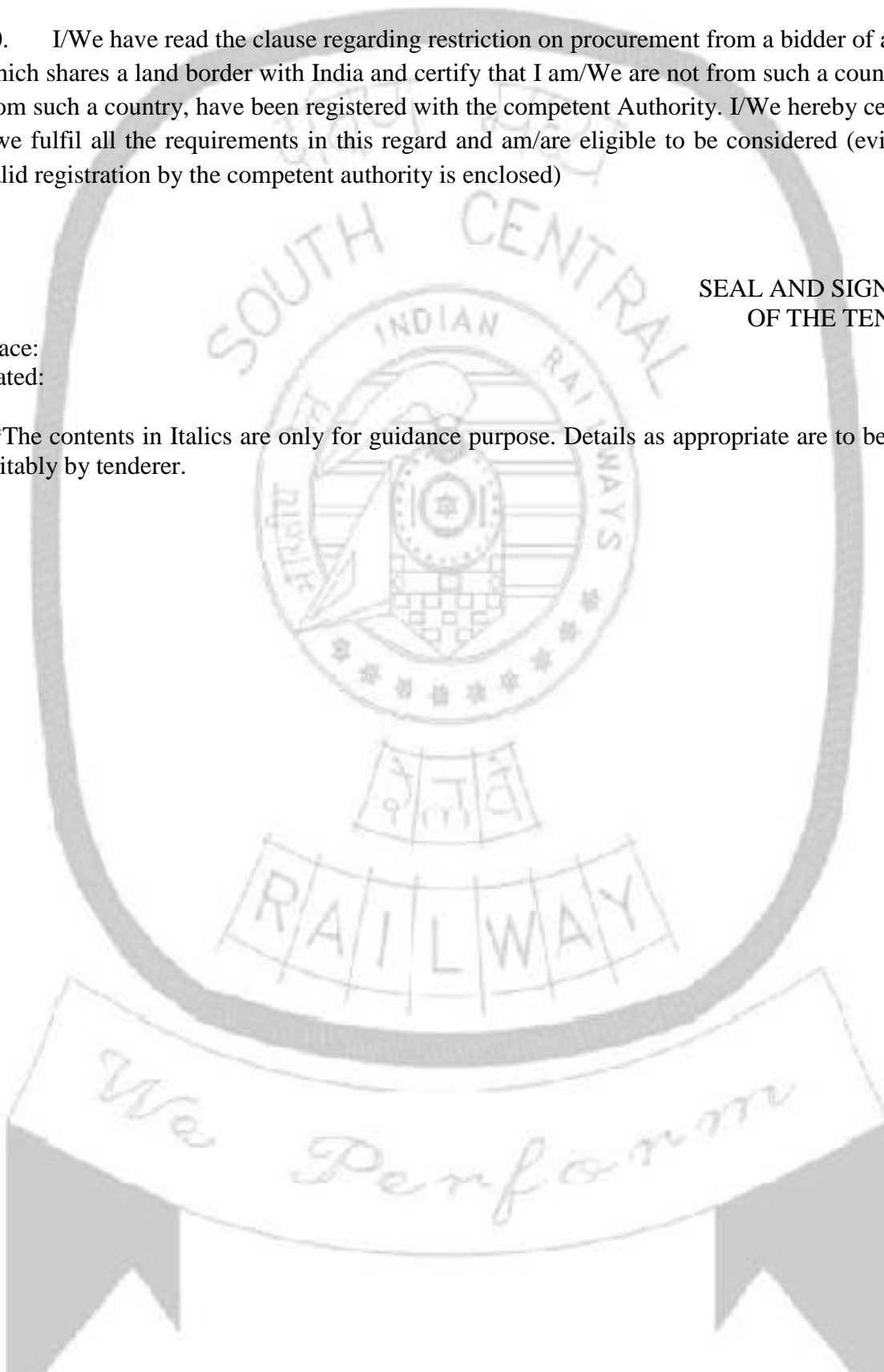
9. I/we also understand that if the contents of the **certificate** submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of up to five year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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



ANNEXURE-V(A)
Reference- Para 6.1 of ITT

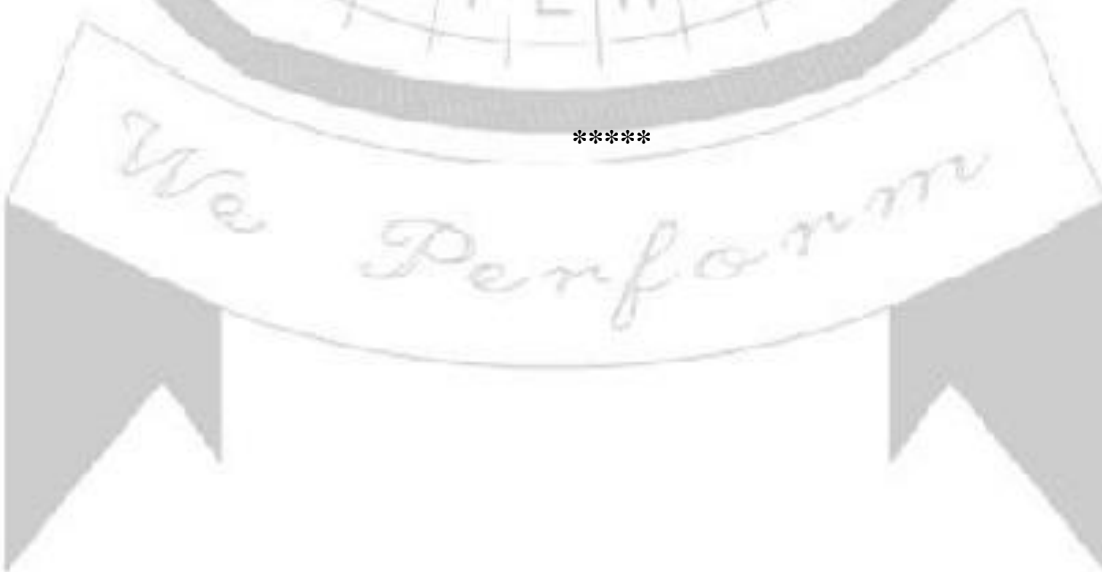
(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture(JV)/Hindu Undivided Family(HUF)/ Limited Liability Partnership(LLP) etc.)

I/We(Name), attorney/authorized signatory of the(constituent firm/constituent partner) and member/partner of the(tendering firm) hereby solemnly affirm and state as under:

1. I/we certify that(constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

**Place:
Dated:**



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: **SENIOR DIVISIONAL FINANCE MANAGER
GUNTAKAL DIVISION
SOUTH CENTRAL 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.

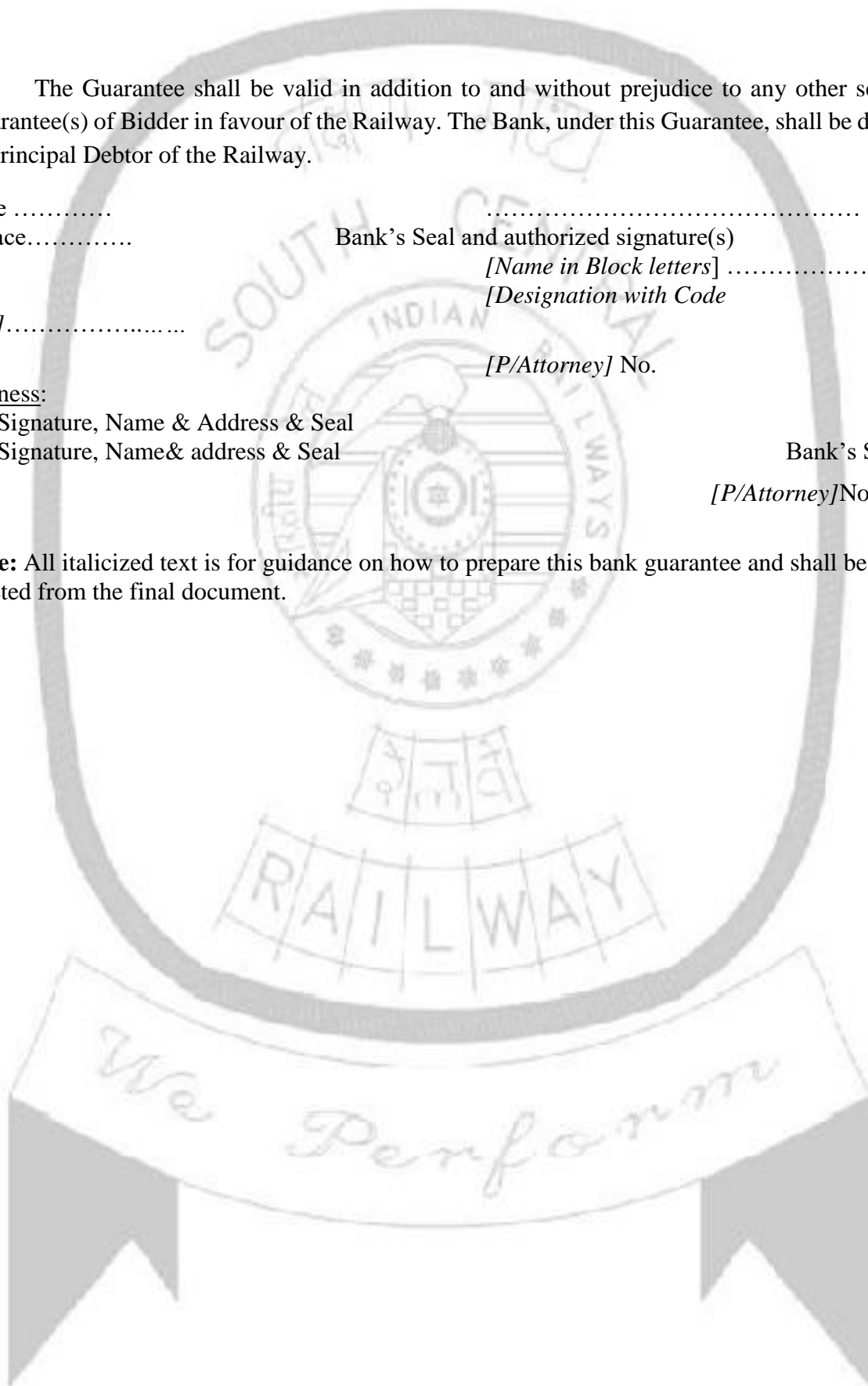
Date
Place..... Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code
No.].....
[P/Attorney] No.

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.



Annexure –VIB

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)

Part II
STANDARD GENERAL CONDITIONS OF CONTRACT

1. **(1) Security Deposit: The Security Deposit shall be 5% of the contract value.** The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

2. **(i) Refund of Security Deposit:** Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
- (a) Final Payment of the Contract as per clause 51.(1) **and**
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
 - (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

3. (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

- 1.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

1. (4) Performance Guarantee

The procedure for obtaining Performance Guarantee is outlined below:

- (a) **The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA).**

Extension of time for submission of PG beyond 21 (Twenty -ne) days and up to 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 -ne) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, **amounting to 5% of the original contract value and and Additional Performance Guarantee as per clause 16(4)(h)** in any of the following forms.

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee
- (iii) Insurance Surety Bond as per Annexure-XVII

Note:-

In case of extension of Date of Completion, selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less.
Also, FDR in favour of FA & CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0 - 5%	Nil
Below 5% (inclusive)	5%

- 2. Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to as events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

- 2.A** Extension of Time in Contracts, Extension of Time with Liquidated Damages (LD) for delay due to Contractor, Bonus for Early Completion of Work are as per the Clause No. 17 A,B and C of the Part II of GCC April 2022.

3. Rates for Items of Works:

- (i) The rates, entered in the accepted Bill(s) of Quantities of the Contract are intended to provide for works duly and properly completed in accordance with the General and Special (if any) Conditions of the Contract and the Specifications and drawings together with such enlargements, extensions, diminutions, reductions, alterations or additions as may be ordered in terms of Clause 42 of these conditions and without prejudice to the generality thereof and shall be deemed to include and cover superintendence and labour, supply, including full freight of materials, stores, patterns, profiles, moulds, fittings, centerings, scaffolding, shoring props, timber, machinery, barracks, tackle, roads, pegs, posts, tools and all apparatus and plant required on the works, except such tools, plant or materials as may be specified in the contract to be supplied to the Contractor by the Railway, the erection, maintenance and removal of all temporary works and buildings, all watching, lighting, bailing, pumping and draining, all prevention of or compensation for trespass, all barriers and arrangements for the safety of the public or of employees during the execution of works, all sanitary and medical arrangements for labour camps as may be prescribed by the Railway, the setting of all work and of the construction, repair and upkeep of all center lines, bench marks and level pegs thereon, site clearance, all fees duties, royalties, rent and compensation to owners for surface damage or taxes and impositions payable to local authorities in respect of land, structures and all material supplied for the work or other duties or expenses for which the Contractor may become liable or may be put to under any provision of law for the purpose of or in connection with the execution of the contract and all such other incidental charges or contingencies as may have been specially provided for in the Specifications.

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

reimbursed the amount so paid.

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

4. Rates for Extra Item(s) of Works:

- (a) **Standard Schedule of Rates (SSOR) Items:** Any item of work carried out by the Contractor on the instructions of the Engineer which is not included in the accepted Bill(s) of Quantities but figures in the Standard Schedule of Rates (SSOR), shall be executed at the rates set forth in the "Standard Schedule of Rates (SSOR)" modified by the tender percentage as accepted in the contract for that chapter of Standard Schedule of Rates (SSOR). However, the cumulative value of all such extra item(s) together (modified by the respective tender percentage) shall not exceed 10 % of the original contract value.

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

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

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

- i. Analysis of Rates for "Unified Standard Schedule of Rates of Indian Railways (USSOR)"
- ii. Analysis of Rates for "Delhi Schedule of Rates issued by CPWD (DSR)"
- iii. Market Analysis

VARIATIONS IN EXTENT OF CONTRACT

1. **Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway

unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

2. **Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
3. Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.
4. The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
5. In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - a. Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - b. Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
 - c. Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
 - d. Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original contract value.
 - (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

- (iv) In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.
- (v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule(s) as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
6. **Valuation of Variations:** The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid there for shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

CLAIMS

1. **Quarterly Statement of Claims:** The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.
2. **Signing of "No Claim" Certificate :** The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim" Certificate in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.
3. **"On-Account" Payments:** The Contractor shall be entitled to be paid from time to time by way of "On-Account" payment only for such works as in the opinion of the Engineer he has executed in terms of the contract. All payments due on the Engineer's/Engineer's Representative's certificates of measurements or Engineer's certified "Contractor's authorized Engineer's measurements" shall be subject to any deductions which may be made under these

presents and shall further be subject to, unless otherwise required by Clause 16 of these Conditions, a retention of six percent by way of Security Deposits, until the amount of Security Deposit by way of such retentions shall amount to 5% of the total value of the contract provided always that the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and that the Engineer may withhold any certificate, if the works or any part thereof are not being carried out to his satisfaction.

4. **Rounding off Amounts:** The total amount due on each certificate shall be rounded off to the nearest rupee, i.e. sum less than 50 paise shall be omitted and sums of 50 paise and more upto Rs.1 will be reckoned as Rs.1.
5. **On Account Payments not Prejudicial to Final Settlement:** "On-Account" payments made to the Contractor shall be without prejudice to the final making up of the accounts (except where measurements are Specifically noted in the Measurement Book as "Final Measurements" and as such have been signed by the Contractor and Engineer/Engineer's Representative) and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.
6. **Manner of Payment:** Unless otherwise specified payments to the Contractor will be transferred electronically to his bank account.

7. **PRICE VARIATION:**

As per the Clause No. 46.A.1 of the Part II of GCC April 2022, Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores and having completion period above 12 months.

8. **SCHEDULE OF RATES:**

- Schedule of prices of the tender papers lists out prices for work involved against this tender are based on the standard rates (NON- SOR), the total contract value (after loading percentage) has been assessed.
- The tenderer is required to quote only common percentage below/on par/above against the Non-SOR items in price schedule. The percentage so quoted will be loaded to the rates given in the schedule of prices, to arrive at the rates payable to the contractor against this tender.
- Any further details in this regard will be available in tender schedule.

9. It is HEREBY AGREED that it shall be the duty of the contractor to keep himself informed of all corrections, and amendments of the said General conditions of contract made up to the date of the execution of these presents and no objection shall be taken by the contractor on the ground that he was not aware of such amendments and corrections of the said General Conditions of Contractor to any of them.

LABOUR

- **The contractor has to implement the following Acts to the Employees working under Railway Contracts:-**

The Contractor shall comply with the provisions of Minimum wages Act, 1948, Apprentices Act-1961, Provisions of payment of Wages Act-1936, Provisions of Contract Labour (Regulation and Abolition) Act-1970, Provisions of Employees Provident Fund and Miscellaneous Act-1952, Provisions of “The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996” and “The Building and other Construction Workers Welfare Cess Act, 1996”, Provisions of Workmen’s Compensation Act 1923”, Provision of Mines Act, 1952”.

- **Employment of Electrical Engineering Graduates/Diploma Holders:**

In terms of provisions of new Clause 26A.1 to the General Conditions of Contract (GCC), contractor shall also employ following Qualified Engineers during execution of the allotted work.

- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs.200 lakh and above, and
- (b) One Qualified Diploma Holder Engineer when cost of work to be executed is more than Rs.25lakh, but less than Rs.200lakh.

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SPECIAL CONDITIONS OF CONTRACT

1.1 GOODS AND SERVICE TAX(GST):

1.1.1 GST would replace taxes currently levied and collected by Centre like Central Excise Duty, Service tax, cess and surcharge so far as they are related to supply of Goods and Services. GST would also replace State Taxes that is within GST like state VAT, Central Sales Tax, Entry tax and State cess and surcharge so far as they are related to supply of Goods and Services. However, seignorage charges, building and other worker welfare cess, IT and IT related cess etc., will continue.

1.1.2 All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates as per GST Law.

1.2 The responsibility for remitting the service tax/GST lies with the contractor/service provider. In Exceptional cases for certain cases for certain service under reverse charge mechanism may have to be dealt separately by railways.

1.3 Procedure for payment of contractual bills in Railways is as follows (Railway board Lr. No.2016/CE- I/CT/12/GST/Pt.I,dt:29.06.17)

- (i) With GST act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) on his letter head duly segregating the “Amount of work executed excluding GST amount” and “GST amount” along with Invoice No. (bill No.) and all other details required under GST act. The sample GST complaint invoice is given at Annexure.
- (ii) In case contractor is registered under GST Act, Railway shall pay to the contractor ‘Gross amount of work executed duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc., as applicable. Contractor shall be liable to pay ‘ GST amount’ to respective authority himself.
- (iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid “ Amount of work executed excluding GST amount” duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc., as applicable. Railway shall deposit “GST amount” as well as all other taxes deducted to concerned authorities.

1.4 TAXES (Ref: PCE’s Lr.No.W.44/B/Vol.VII dt 6.12.2017)

- (i) The tenderer shall quote the rate by taking into account all the statutory duties/taxes/ GST applicable to the work up to the date of opening of tender.
- (ii) Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway’s account subject to production of Govt. notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway’s account.
- (iii) However, if the extension of contract period is on account of failure of contractor, no

compensation shall be made towards upward revision or imposition of any new taxes.

- (iv) Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

2.0 WARRANTY:

The warranty/Maintenance period should be covered for a minimum period of **three years (36months)** from date of commissioning/acceptance. (Vide PCEE/SC's letter No.E.77/2/SIM dtd:04-12-2018, warranty clause was modified for improvement in quality of works).

During the period of guarantee the contractor shall replace free of cost any parts which may be found defective in the equipment whether such equipment's be of his own manufacture or of his contractors, whether arising from faulty design, material and workmanship. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such case, the contractor will be informed in advance of the works proposed to be carried out by the purchaser.

- 3.0** The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live parts always in live condition, unless otherwise the contractor shall also take all precautions to protect his staff working on the line against traffic on the working live parts.
- 4.0** If there is any conflict between special conditions and the general conditions of the contract, the conditions laid down in special conditions will be sustained.

5.0 QUALITY OF MATERIALS AND QUALITY CONTROL:

- 5.1** All materials used in the execution of the contract shall be of the best quality and of the class most suited for the purpose specified. Components, assemblies and equipment to be obtained from sub-contractors should be from proven source, chosen from the approved list based on RDSO/CORE approved suppliers. The work shall also conform to the following acts, rules, and standard codes of practices.
- i) I.S.S.
 - ii) RDSO specification and Drawings.

All the equipment's/materials covered by this contract shall comply with the Technical specifications and relevant I.S.S. as referred to therein in all respects and shall be adequate to perform the duties for which they are designed.

- 5.2** Contractor shall not supply any material and equipment more than 15% of agreement quantity from PART- II (Development sources). Minimum 85% of the agreement quantity shall be supplied from PART- I source only.

5.3 All erection work shall be of the best quality to the entire satisfaction of the Railway. The contractor shall ensure that the equipment's and services under the scope of this contract, whether manufactured or assembled within the contractor's premises or at his sub-contractor's premises or at the Railway's site or at any other place, are strictly in accordance with the provisions of this contract. For this purpose, the contractor shall adopt necessary quality assurance programme to control such activities at all states.

6.0 **INSPECTION:** [Vide Rly. Board letter No. 2000/RS(G)/379/2 Dt : 6-9-2017 and CEE/SCs letter No. E.29/P/Vol.XI Dt. 27-09-2017]

- a. The contractor shall arrange RITES/RDSO inspection for the supply items worth more than Rs.5.0 Lakhs on par with stores supply.
- b. For consignee inspection, the contractor should submit Guarantee/Warranty certificate, Test certificate from OEMs.

6.1 All the equipment's, materials, fittings etc. shall be subjected to inspection by RITES/Railways before dispatch. The inspection officer(s) for this contract shall be nominated by the Railway.

6.2 The contractor shall provide, without any extra cost to the Railway all materials, equipment, tools, labour and maintenance of every kind with necessary testing facilities which the Railway or the Inspecting Officer may consider necessary for any test and examination to be made at the contractor's or sub-contractor's premises and at site and shall pay all costs attended there on.

7.0 In all matters of dispute the decision of the Divisional Railway Manager/Electrical Maintenance, Guntakal division shall be final and binding

8.0 PROVISION ALACCEPTANCE:

- (a) Immediately after completion of works, the Contractor shall certify and advise the Purchaser in writing that the section is (i) complete (ii) ready for satisfactory commercial service and (iii) ready to be handed over. He will also place at the disposal of the Purchaser the required staff for checking it and putting it in to operation.
- (b) As per the specification, Insulation resistance test, Polarity test and Earth continuity test which would be carried out subsequently in connection with the taking over by the Purchaser of the equipment and installations shall be carried out jointly by the Purchaser and the Contractor within a month after the receipt of the Contractor's notifications, as stated in sub para above.
- (c) After inspection and satisfactory conclusion of tests and when the Purchaser is satisfied with the satisfactory working of the installations he will issue a provisional acceptance certificate

which would be signed by both the parties. The provisional acceptance certificate will not be withheld for any minor defects.

- (d) Should the result/s of inspection and the test/s be not satisfactory, and extension of one month will be granted to the Contractor to make good the defects and deficiencies, pointed out by the Purchaser, fresh inspection and test will then be carried out after the Contractor has attended to the defects and deficiencies. If these tests are also not satisfactory, the Purchaser may proceed at the Contractor's expenses by all means deemed expedient, to have the installation made satisfactory until they comply with the specifications, and approved drawings and designs.
- (e) In such a case, or in case of delay in completing the work under this contract within the time limit the Purchaser reserves the right if he deems it possible to use in a reasonable manner any section or any part of the section even if some installations of the sections are not completely erected, the Purchaser will give to the Contractor for this purposes even days previous notice.
- (f) The Contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provisions of the contract. In case it becomes impossible to proceed with the above mentioned taking over tests, for reasons other than for which the Contractor is responsible, the "Provisional Acceptance Certificate" shall be issued at or within a mutually agreed reasonable period not exceeding fifteen days after completion of the relevant section as indicated in sub paras above.

NOTE:

- (1) Provincial Acceptance Certificate for the work will be issued immediately after all tests are completed to the satisfaction of the Purchaser. Should the Purchaser be unable to complete the tests and energization of the system within a reasonable time which shall not exceed seven days from the date of Contractor's notification, the issue of provisional acceptance certificate shall not be delayed and shall be issued within a maximum time of fifteen after notification has been given.
- (2) The issue of Provisional Acceptance Certificate shall not be withheld for rectification of minor defects, which may reasonably be considered not essential for Energization, and operation of installation. In such cases, only the value of materials and cost of rectification of minor defects shall be withheld from the payments of Provisional Acceptance until rectification is completed.

9.0 FINAL ACCEPTANCE:

- (a) The final acceptance of the entire equipment installed on the group shall take effect from the date of expiry of the period of guarantee. The expiry of the last of the respective periods of guarantee of various sections for which provisional acceptance certificates are issued or brought into commercial operation, provided in any case that the Contractor has complied fully with his obligations.
- (b) If on the other hand the Contractor has not so completed with his obligation, the Purchaser may

either extend the period of guarantee in respect of the section until the necessary works are carried out by the Contractor or carry out those works or being them carried out suo-moto on behalf of the Contractor at the Contractor's expenses

After expiry of the period of guarantee for each section, a certificate of final acceptance for the section shall be issued by the Purchaser and the last of such certificate will be called the last and final acceptance certificate. The contract shall not be considered as completed until the issue of final acceptance certificate by the Purchaser.

(c) The Purchaser shall not be liable to the Contractor for any matter arising out of or in connection with the contractor's execution of the work unless the Contractor shall have made a claim in writing thereof before the issue of final acceptance certificate under this clause.

(d) Notwithstanding the issue of final acceptance certificate, the Contractor and the Purchaser (subject to sub-clause as above) shall remain liable for fulfillment of any obligation incurred under the provision of the contract prior to the issue of final acceptance certificate which remains unperformed at the time such certificate is issued and for determining the nature and extent of such obligation the contract shall be deemed to remain in force between the parties here to.

10.0 DEDUCTION OF INCOME TAX AT SOURCE:

In terms of new Section 194-C inserted by the Finance Act 1972, in the income tax Act 1961 the Railway shall at the time of arranging payments to the contractor and/or sub-contractor (in the case of sub-contractor only when the Railway is responsible for payment of consideration to him under the contract) for carrying out any work (including supply of labour for carrying out any work) under the contract be entitled to deduct income tax at source on Income comprised in the sum of such payments. The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

No Income Tax will be deducted by the Railway on payments made for supply of materials where such value of supply portion is distinct and ascertainable such as supply of Timber, tiles, bricks, ballast including track/ballast etc. The deductions towards Income Tax to be made at source from the payment due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

11.0 Levy of conservancy cess charges will be recovered from the contractor bills for the labour engaged as per GM/Medical Ir.No.MD/120/2/8 of 13.8.99 communicated by Dy. Director (Engg.Rly.Bd No.F(X/1/95/1/1/NewDelhidtd.1.10.99).

12.0 IMPLEMENTATION OF LABOUR LAWS:

The contractors should obtain license under contract labour (regulation and abolition) Act for 20 or more workers and under BOCW Act for less than 20 workers. Payments for the works executed shall be done only on submission of requisite labour license from Asst.

labour commissioner/Guntakal.

13. CERTIFICATE OF INSPECTION AND APPROVAL:

- a) No equipment/ stores will be considered ready for erection until the Railway or the Inspecting Officer nominated by it, shall have certified in writing that they have been inspected and approved by him. Proof loading of all the components coming under tension will be done before erection by the inspecting official.
- b) The Inspecting Officer or his authorized representative shall have, at all reasonable time, access to the contractor's premises and shall have power to:
 - i. Inspect and examine the materials and workmanship of the work, at any time during the manufacture at the manufacturer's premises or in the premises of the contractor or sub-contractor or at the site of erection.
 - ii. Certify before any equipment's is submitted for inspection that it cannot be in accordance with the contract owing to unsatisfactory method employed.
 - iii. Reject any part of the work submitted by the contractor as not being in accordance with the contract.
 - iv. Reject the whole of the work including equipment tendered for inspection, if after the inspection of such portion as he may, in his discretion, think fit, he is satisfied that the same is unsatisfactory.
 - v. Mark rejected equipment with rejection mark so that the same may be easily identified.
 - vi. Re-inspect at the time of erection, at site any equipment both previously inspected and approved by the inspecting officer at the contractor's or Sub-contractor's premises not withstanding any approval given earlier, the contractor shall make good such rejections made, based on such re-inspection at site to the satisfaction of the Engineer. The ultimate responsibility for correct supply/execution of work shall rest with the contractor unless the Railway insists an option of his designs in spite of the contractor not being agreeable to it.

14 PRICES AND PAYMENT

1. SCOPE:

This Chapter deals with prices to be paid for various items of work or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and condition of the Contract.

2. SCHEDULE OF PRICES:

I. Prices for the items covered in schedule of prices are based on rates specified as Schedule items. The tenderers have to quote a percentage at par/Below /above the prices of items in Schedule.

II. All prices shall be firm irrespective of minor variations in basic quantities and use of alternative types approved by the purchaser. Minor changes in basic designs shall not affect unit prices as

long as such changes are mutually agreed to by purchaser and the contractor. The contractor shall carefully note the items of materials, equipment's, fittings and components which will be supplied by Railways.

III. The prices shall include provision for wastage in transit and erection. The prices shall include all incidental charges for transport, loading, un-loading and handling of materials. The prices shall include insurance premium under the emergency risks, all taxes, duties, levies etc.

3. ON ACCOUNT AND PROGRESS PAYMENTS:

- a) 70% payment will be made on supply portion of material against scheduled items.
- b) The balance payment will be made after successful completion/commissioning /erection of the work.
- c) The security deposit and performance guarantee will be released as per General Conditions of the Contract.

4. Payment through Letter of Credit (LC) in IREPS: [Vide RB.No2017/AC II/9/10 Pt 1 Dt: 20.02.2018]

- i. For all tenders having advertised cost of Rs. 10 Lakh or above, the contractor shall have the option to take payment from Railways through a letter of Credit (LC) arrangement.
- ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement system the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the L Option.
- iii. The option so exercised, shall be an integral part of the bidder's offer.
- iv. The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- v. In case of tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - (a) The LC shall be sight LC
 - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the Contractor.
 - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the Respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this agreement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
 - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended there after shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
 - (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered

against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter Of Credit(LC). All sums payable/borne by railways on this account shall be considered as reasonable compensation and paid by Contractor.

(f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (**Format enclosed as Annexure – II**) after passing the bill for completed work, to enable contract or to claim the authorized amount from their bank.

(g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.

(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by railways.

(i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts office to Railway's bank (Local SBI Branch).

(j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.

(k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

(l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch)

(m) The Railway's Bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

(n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

(o) The LC shall be closed after their lease of final payment including PVC amount, if any, to the contractor.

(p) There lease of Performance Guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.

vi. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, places as **Annexure –I**.

d) **Condition in Payment of wages & Minimum wages Act:** [Authority: Rly.Board Lr.No.2018/CE-1/CT/4, dt: 17.10.2018]

An application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc, and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updating of portal shall be done as under:

a) Contractor shall apply for one time registration of his company/firm etc, in the shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal with in 7 days of receipt of such request.

b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for

subsequent use of portal for all LOAs issued in his favour.

c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contractors Agreements on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by the contractor within 7 days of receipt of such request. After approval of LOA by Engineer; contractor shall fill the salient details of contract labour engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.

d) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period. While processing payment of any "On account bill" or 'final bill' or release of Advances or performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representative that "I have uploaded the correct details of contract labour engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in 'till _____ Year".



SOUTH CENTRAL RAILWAY**Tender No. GTL-EM-15-2026-27****Name of Work: Guntakal: DHARMAVARAM: Electrical arrangements for proposed construction of 30 Bedded capacity TTEs Rest House along with facilities for Kitchen, Dining and Recreation etc.****NEFT MANDATE FORM**

To
SENIOR DIVISIONAL FINANCE MANAGER S.C. RAILWAY
GUNTAKAL
Sir,

We prefer to the National Electronic Fund Transfer (NEFT) being followed by South Central Railway (Con) for remittance of our payments using RBI's NEFT scheme. In Confirmation to this, I/We agree to receive our payments being made through the above scheme to our under noted Account.

S. No	Details to provide by Tenderer	Details to be filled up by the Tenderer
1	Name of Tenderer	
2	Full postal Address with PIN Code	
3	Email Address of Tenderer	
4	PAN number of Tenderer	
5	Bank's Name & Branch	
6	Full Address of Bank	
7	Name of City	
8	Bank Code No.	
9	Bank Telephone/Fax No.& Email	
10	Bank's IFSC Code for NEFT	
11	Bank's IFSC Code for RTGS	
12	Bank's MICR Code	
13	Tenderer Bank Account Number	
14	Type of Bank Account	
15	Tenderer Name as per Bank Account	
16	Telephone Nos. of Tenderer BSNL/Landline Mobile/Cell Phone Fax Number	

(Tenderers should note that the above particulars are necessarily to be provided for return of EMD, SD &

Other payments due, to the tenderer during execution and on Completion of work).
Certified that the above bank particulars of tenderer are correct as per Bank records.

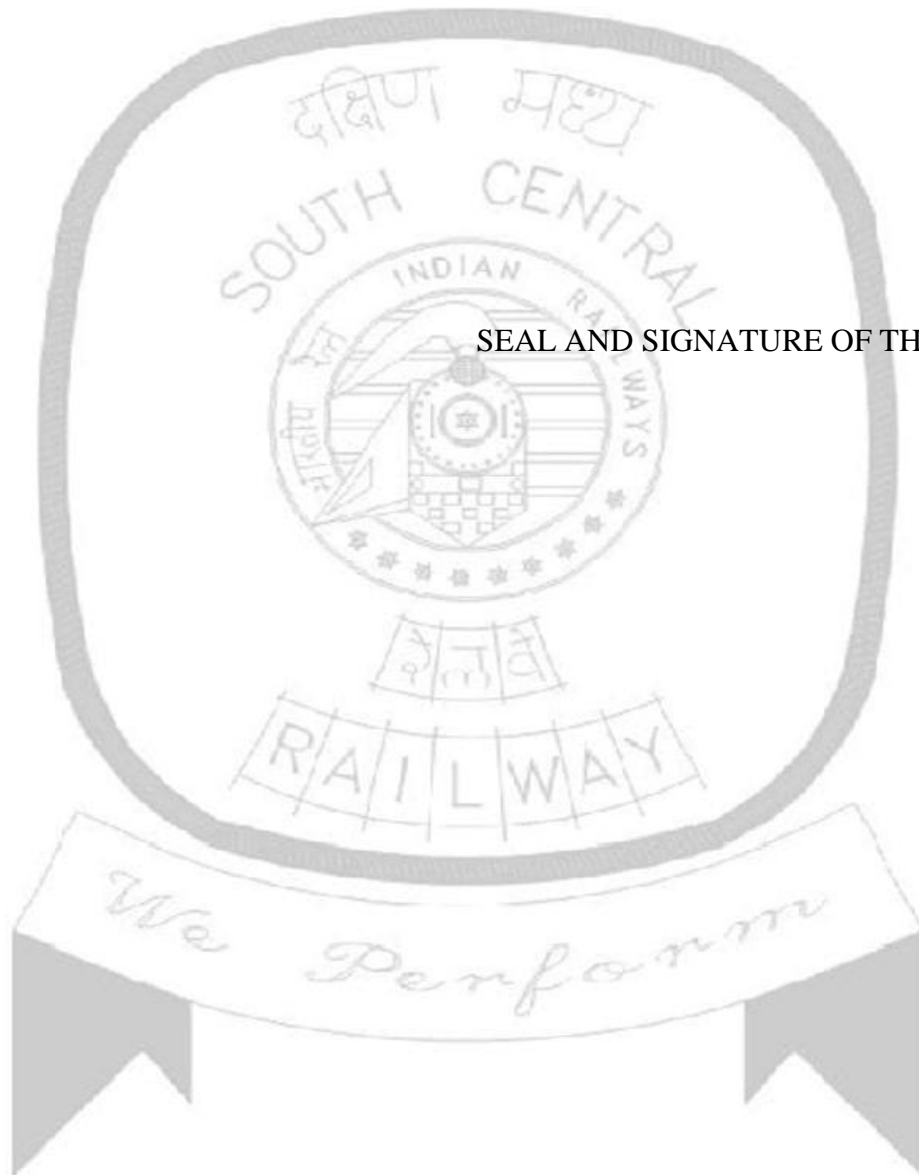
Name & Signature of Bank Official



ANNEXUERE-B

EMPLOYMENT OF RETIRED Railway employees

I/We do here by declare that I employ the retired railway employees as per clause 16 of GCC
APRIL 2022.



SEAL AND SIGNATURE OF THE TENDERER

Request letter from Executive branch to Accounts office for Opening of LC Office Of Sr. Divisional Electrical Engineer (Electrical Maintenance)/GTL, South Central Railway

Dated:

No. _____

The PFA/Sr.DFM/Dy. FAHQ/Division/Workshop/cost

Sub: Opening of LC

Ref: Supply order/Contract Agreement No.

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

- (i) Name of the Contractor/Supplier
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No
- (v) Contract Agreement No
- (vi) Description of Goods/Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (L C Amount)
- (x) Beneficiary Bank details
 - (a) Bank Name
 - (b) Address
 - (c) Account No
 - (d) IFSC Code

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

(Signature)

Name: Designation:

(Office Seal)

Annexure–C

The tenderer/Bidder shall fill up the following pro-forma, sign and submit along with the offer or else the offer will not be considered.

TENDERER'S INFORMATION

1.	Name of the contractor, Age, Father's Name & full Address (with proof of address) (copy of the voter's card or house hold card or Aadhar cards should be enclosed)	
2.	Electrical Contractor's license No.	
i.	Grade	
ii.	Issuing Authority	
iii.	Validity of license	
3.	For Contact purpose:	
i.	Mobile phone No.	
ii.	Land phone: - Office	
iii.	Fax-No.	
iv.	E-mail address	
4.	Banker's details:	
i.	Bank Account No.	
ii.	Name of the Bank with address	
iii.	Code of the Bank (to arrange contractual payments through electronic fund transfer system)	
5.	PAN No.	
	VAT No.	
6.	Partnership deed should been closed if it is not a proprietary firm.	
7.	i. License No. under Contract Labour(Regulation and abolition Act 1970 or building and other construction works Act(BOCW) from Ministry of Labour, if applicable. (copy should been closed)	
8.	EPF code No. (Copy of registration to been closed)	

I hereby declare that I have read the tender conditions and fully conversant with the Rules and regulations issued from time to time by Ministry of Labour Government of India and Government of Andhra Pradesh and I will follow them scrupulously.

Station:

Date:

Signature of the contractor

ANNEXURE - D**LIST OF COMPLETED WORKS BY THE TENDERER**

Sl. No.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in lakhs)	Date of completion	Remarks
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER (S):

NAME OF THE TENDERER(S):

SEAL OF THE TENDERER (S) :

ANNEXURE - E**LIST OF WORKS ON HAND WITH THE TENDERER**

Sl. No.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Bill amount paid so far in lakhs	Due date of completion	Number of extensions taken
Railway works							
A							
B							
C							
D							
Z							
State Govt. Works							
A							
B							
C							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

SIGNATURE OF THE TENDERER (S):

NAME OF THE TENDERER(S):

SEAL OF THE TENDERER (S) :

UNDERTAKING FOR NEGOTIATION

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 contemplated negotiations relating to Tender No. _____ to be opened on _____ my original tender shall remain open for acceptance on its original terms and condition.

I also declare that I am aware that during this negotiation, I cannot increase the originally quoted rates against any of the individual items and that in the event of my doing so, the same would not be

Considered at all i.e., reduction in rates during negotiation alone would be considered and for some items if I/We increase the rates, and the same in lieu my originally quoted rates alone would be considered and my offer would be evaluated accordingly.

Signature of tenderer:

Name of the tenderer:

Seal of the tenderer



Documents for Eligibility Criteria:

It is sole responsibility of the tenderer to submit all the documents or certifications regarding all the technical and financial eligibility criteria to become eligible. IF documents submitted are insufficient for eligibility; offer will be summarily rejected.

