

SOUTHERN RAILWAY
REGULATIONS FOR TENDERS AND CONTRACTS AND INSTRUCTIONS TO TENDERS AND
CONDITIONS OF TENDER AS PER GCC-2022

(FOR THE GUIDANCE OF ENGINEERS AND CONTRACTORS FOR
ENGINEERING WORKS UNDER WORKS CONTRACTS)

SPECIAL CONDITIONS OF CONTRACT

GENERAL

1. Schedule "A"
This schedule is for various USSOR 2011/2021 and DSR 2021 items. The Tenderer shall quote a rate at par or a collective percentage 'above' or 'below' to the advertised cash value which is inclusive of Railways escalation. No fraction is allowed in the percentage quoted.
2. Schedule 'B'
The Tenderer shall quote item rate for each item included in this Schedule. The rate to be quoted for each item should be for complete specification prescribed and inclusive of all freight charges, lead up to site of work, crossing the track, drains, nullaha etc. ascent and descent etc. wherever necessary. The percentage quoted for Schedule "A" will not apply to Schedule 'B'.
3. Schedule 'D' - List of plans.
4. The quantity given in the schedule is only approximate and may vary according to the site requirement. The variation in quantities shall be dealt as per the Special Conditions on variation.
5. If any other items of works covered by the Schedule of Rates incorporated are not covered by Schedule 'A' and incidental to the work are required to be carried out during the actual execution of work, the same will have to be carried out at the same tendered percentage as agreed to in the Schedule 'A'.
6. If there is any variation between the description in the tender and detailed plans, Engineer-in-charge will operate the correct description and his decision is final and binding on the Tenderer/contractor.
7. The classification of soils in earth work shall be decided by the Engineer-in-charge and his decision shall be final and binding on the contractor.
8. The Tenderer/Contractor is required to inspect the site(s) of works and acquaint himself with the site conditions, availability of approaches for transporting of men and materials space and other factors relating to the work, availability of labour, availability of water, electricity etc and quote the rate duly considering all factors and difficulties at the site.
9. The contract comes into force once the letter of acceptance is despatched and the contractor is binding to comply all the commitments made in tender accepted thereby. The work has to be completed within prescribed period in all respect from the date of issue of acceptance letter.
10. Divisional Railway Manager (works) reserves the right to accept or reject any or every tender without assigning reasons. Also reserves the right to accept only part of the tender without assigning any reason.
11. The works should be carried out without causing any interference to the normal working and of Railway Systems. The contractor will be responsible for any loss or damages to Railway and Public property if it is caused due to the execution of the work and the contractor shall make good all such damages/losses at his own cost.
12. Railway shall decide need of execution of the entire work or part of work under traffic block with or without speed restriction and/or with any other safety measures, such works or part of works shall be commenced and executed only after the written authorization and presence of competent Railway personnel.
13. Shoring which are required to be provided at places considering safety of traffic as directed shall be provided by the Tenderer/contractor. The shoring shall be maintained by the Tenderer/contractor till the completion of the works for which it is intended for. Payment for this item will be made if the shoring is not part of the scope of the relevant item.
14. The Tenderer/contractor has to make necessary arrangements for supply potable water at its cost for construction purpose and for any other use. Chemical analysis of water and other ingredients shall be done from time to time as may be desired by the Engineer and the cost of the same has to be borne by the contractor.
15. Railway do not guarantee supply of electricity to any of the contractor's work. The contractor shall make his own arrangements at his cost for the supply of electricity available in the vicinity and if the contractor requires the same to be provided due to compelling circumstances, the Railway at its sole discretion may

- agree to provide the same on terms and conditions as may be agreed upon between the railway and the contractor.
16. All materials shall be stacked sufficiently far of the track and shall remain without any possibility of infringing the minimum fixed structure dimensions. Materials shall also not to be unloaded or stacked over signal wire cable or other cables or any such items to avoid interference to the working of Railway
 17. The work may have to be done during night time and also under traffic conditions. No extra payments will be allowed towards these exigencies and the Tenderer/contractor shall not claim any compensation thereof. The contractor shall arrange at his own cost all lighting arrangements etc. unless otherwise specifically provided for.
 18. Temporary arrangements for maintaining continuous flow through the sewer/water drains will have to be made by the contractor at his cost which are deemed to be included in the rates for the relevant items of work if the existing mains are affected during excavation of foundations duly temporarily realigning the sewer water drains underground cable etc. The contractor should also arrange to ensure uninterrupted water and sewerage for the existing blocks/structures. The permanent diversion of any underground sewerage of water pipe line system or underground cable shall be paid for separately by negotiating rates or shall be got done through separate agencies.
 19. Service roads: The Railway does not undertake to provide any service road for the movement of the contractor's vehicle. The contractor can however make use of the service roads when they exist free of charges. However, the Railway shall not undertake to maintain the same and the contractor shall maintain the same at his own cost. In other places the contractor should make his own arrangements for the movement of the vehicles and all incidental charges towards this shall be included in his rate at the time of quoting and no extra payment shall be claimed towards such works. The Railway reserves the right to use of the roads formed and maintained by the contractor, as and when necessary without any payment to the contractor. In the event of the contractor forming service roads, it shall be clearly understood that the contractor shall make his own arrangements for arranging the land for his temporary use and Railway shall not have any responsibility in this direction. The service roads formed by the contractor may also be made available for the use of other contractors working for the Railway. Any such proposal of making service road on Railway land to be got approved by Engineer-in-Charge in writing well ahead of forming road. If Railway desires, on completion of the work, contractor/Tenderer shall hand over the land as in the original form
 20. If the concealed wiring is required to be carried out for Electrical/ Signalling installation, such works to be carried out in the presence of authorized personnel arranged from concerned department. Disturbance to the masonry/plastering to be made good to the original finish. Payment to such finish shall be governed by the relevant items meant for the execution of concealed wiring.
 21. Necessary barricade will be provided for the excavated trench to prevent falling of the persons for which no separate payment shall be made.
 22. Time is essence of the contract.
 23. No extension of time will be given except for delays caused due to circumstances beyond the control of the contractor and in determining this, the decision of the Engineer in charge is final. All such events to be recorded in register viz hindrance register duly signed by the representatives of Engineer in charge and the contractor. Application for extension of time limit for the completion of work to be submitted well in time duly enclosing the supporting documents such as hindrance register etc.,.
 24. Vehicles and equipments deployed by the contractor for the execution of work shall be spared to railway as and when requested by railways in case of accidents, natural calamities etc. The same will be paid at the rates available in the contract or arrived with a negotiation.
 25. The work shall be supervised by a technical personnel as provided in the contract, appointed by the Contractor, approved by Engineer in charge. The compliance of the plan, specifications, special conditions incorporated in the contract is to be strictly ensured by the above technical personnel as nominated. Any defective work found out at any point of time, shall be rejected and got it redone correctly at the cost of the contractor.
 26. Necessary permanent way tools required for the work will have to be arranged by the contractor at his own cost including Gauge cum level.
 27. Contract shall submit a fortnight progress report vis-à-vis the program made at the beginning of the contract and the action initiated to make good the backlog if any to the Engineer-in-charge.
 28. Any earth work along the track or within station yards to be carried out with written approval from the authorised representative of the Engineer in charge and also in the presence of a competent person. Execution of the earth work manually or mechanically without observing the above which result in damage of Electrical or signaling cable, the contractor will be made responsible and all the losses caused due to such damage including cost of rectification as advised by the personnel from the concerned department to be borne by the contractor and the same will be recovered from any dues payable to the contractor under

this contract or any other contract. In addition to the above, The Railways reserves the right to prosecute under relevant law.

29. Any work along the running track if required to be carried out within 3.5m from centre line of track, such works need to be done only in the presence of authorized Railway personnel deputed by Engineer in charge. If any such activity/work to be carried out within 6m but beyond 3.5m, a temporary barricade using casuarinas poles in vertical and horizontal members to be erected at 3.5m from the center line of track for a length not less than the length of work proposed to be done during that day and the cost of such barricading arrangements should be included in the rate while quoting the work.

30. APPROVAL OF MATERIAL

The materials that are to be supplied and used for the work by the contractor should be got approved by the Engineer-in-charge before use in the work. A material passing Register to be maintained by contractor at site. The samples approved to be preserved at site and shall be handed over to the Section Engineer concerned at his stores for record and preservation.

31 STATUTORY RECOVERIES ON THE BILLS:

All type of taxes in forces by central Government and State Government from time to time recoverable from source shall be recovered from the bills by the Engineer in charge. Currently the following recoveries are being made: **GST shall apply on all contracts which come into force from 01/07/2017 onwards**

1. Income tax at 1% of the bill value will be deducted at source from each bill of the contracts of Individual/HUF and 2% from each bill of the contracts of Firms/Others.

2. Cess at 1% of the bill amount will be deducted.

Note:

The Tenderer for carrying out any construction work in Tamilnadu, must get themselves registered from the Registering Officer under section –7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the TamilNadu Government and submit certificate of Registration issued from the Registering Officer of the TamilNadu Govt.(LabourDeptt.) .For enactment of this Act, the Tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.

32. ENGAGING TECHNICAL PERSONNEL

(Rly Board's Lr No: 2012/CE-I/CT/0/20 dated 10.5.2013.

1. The contractor shall employ the following technical staff during the execution of work.
 - a. One qualified Graduate Engineer in Civil Engineering with approval of Engineer in charge when the cost of the work to be executed is Rs.200 lakhs and above to be engaged. If the scope of work is not of execution of work like supply of materials, transportation of materials, housekeeping of amenity buildings etc., the same may not be done with specific approval of contract signing authority
 - b. One Diploma Holder engineer in Civil Engineering with approval of Engineer in charge when the cost of the work to be executed is more than Rs.25 lakhs but less than Rs.200 lakhs.
2. Technical staff should be available at site to work as contractor's site Engineer to perform all technical works. The correctness of the dimension of the structure, materials selection, size of members etc., and conformation to the specification of works and materials for this work to be ensured by the contractor through this technical personnel. He shall present wherever required by the Engineer-in-charge to take instructions.
3. If the contractor fails to employ a graduate / diploma engineer as aforesaid in para 1 above, he shall be liable to pay a reasonable amount not exceeding a sum of Rs.40000/- (Rupees Forty thousand only) for each month of default in case of graduate Engineer and Rs.25000/- (Rupees Twenty five thousand only) for each month of default in case of Diploma holder. Imposing the above penalty for non-engagement of technical personnel shall not relieve the contractor from the technical responsibility of the works.
4. The Contractor shall submit the consent of the technical personnel proposed to engage along with the copy of his technical educational certificate at the beginning of the contract.
5. Site Engineers shall be permitted to work only after taking the approval of the Engineer -in- charge and his decision is final and binding. Physical availability of the nominated site engineers throughout the course of work is mandatory.

33. LABOUR MANAGEMENT AT SITE OF WORK:

1. The contractor must ensure the safety of labourers engaged by him while doing the work alongside the track and crossing the track during the course of execution of work and the railways will not responsible for any injury sustained by the labourer or for any fatal accident and the contractor should bear all the loss, compensation and expenditure involved.
2. The contractor shall be responsible for anti larvel work at his cost during the progress of works as may be prescribed by the Engineer on the advice of the Railway Medical authority and where use of insecticide is involved it shall be done in accordance with the provisions of the act and rules in this behalf at the cost of

the contractor, who shall also be solely responsible for any commissions under the provisions of the aforesaid rules.

3. The bonded labour system (abolition) ordinance 1975 would apply to the present contract. The contractor shall duly observe the provisions thereof.
4. If the contractor is a co-operative labour contract society or vender co-operative society, there shall be no element of contractor or ex-contractor in that society in any capacity or shall there be any close relatives of then contractor or ex-contractor associating with society as an office bearer. (not clear). If the contractor is a co-operative labour contract society or vender co-operative society, there shall be no element of any current working contractor or ex working contractor of the Railway in that society in any capacity or shall there be any close relatives of any working contractor or ex working contractor associating with society as an office bearer.
5. In case of breach of the above provision the Railway reserves the right to terminate the contract with the society at any time without assigning any reasons after giving notice of a month to the society.
6. The Tenderer(s)/contractors who are engaging more than a prescribed number of labourers should register their establishment under the building and other construction workers (Regulation of Employment and conditions of Service) Act. 1996 with the office of the Assistant Labour Commissioner (Central), Madurai. 20.
7. Hours of employment regulations with which the contractor must make him acquainted shall be strictly observed.

VITIATION CLAUSE.

Vitiation if any, arising due to variation of quantities during the execution of works, the same shall be deducted from the bills of contractors.

In parital modification of the existing instructions, it has been decided that as a result of variations, a contract shall be considered "Vitiated" only when, the following percentage variation in contract value between tenderes are noticed to have been exceeded

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

CONDITIONS FOR MOVEMENT OF ROAD VEHICLES NEAR RAILWAY TRACK

1. The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land next to the running line. If for execution of certain works viz. Earth work for parallel Railway line and supply of ballast for new or existing rail line gauge conversion etc. road vehicles are necessary to be need in Railway land next to the Railway line, the contractor shall apply to the Engineer-in-charge for permission giving the type & No. of individual vehicles, names & license particulars of the drivers, location, duration & timings for such work/movement. The Engineer in charge or his authorized representative will personally counsel, examine & certify, the road vehicle drivers, contractor's flagmen & supervisor to be deployed in the work, location, period and timing of the work. This permission will be subject to the following obligatory conditions.
2. The plying of such road vehicle shall start only after providing Rail barricade or casurina pole barricade with two horizontal member (as directed) at 3.5m from the central line of the nearest Railway track with the approval of Engineer in charge. No separate payment for such barricading arrangements will be made.
3. The road vehicles will ply on between sunrise & sunset.
1. Nominated vehicles & drivers will be utilized for work in the presence of at least one flagman & one supervisor verified for such work.
2. The vehicles shall ply 6m clear of track. Any movement work at less than 6m and up to minimum 3.5m clear of track center shall be done only in the presence of Railway employee authorized by the Engineer-

- in-charge. No part of the road vehicle will be allowed at less than 3.5m from track center. Cost of such Railway employees shall be borne by the Railway.
3. The contractor shall remain fully responsible for ensuring safety & in case of any accident, shall bear cost of all damages to his equipment & men and also damages to Railway & its passengers.
 4. Engineer-in-charge may impose any other condition necessary for particular work or site. These conditions shall be borne in mind, while quoting rates for such items of work.

NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVES

1. The contractor shall always comply with the instructions/directives issued by the Engineer's representative from time to time. In the event of non-compliance with the instructions/directives, in addition to other remedies available to the Railways, the Engineer's representative may employ at the work site, required workers with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of Railway traffic. The decision of the Engineer's representative in regard to the need and appropriate, adequacy of the deployment of the required workers with necessary equipment shall be final and conclusive. The number of workers so deployed by the Railway shall be intimated in writing by the Engineer's representative to the Engineer-in-charge, soon after such deployment.
2. Above such deployment of required workers with necessary equipment are deployed in the above manner, recovery of the actual wages and all allowances admissible to the worker as paid by the administration for the period of deployment shall be made from the contractor's dues under this contract, or from any other dues of the contractor available with the Railway under any other contract. The aggregate period of the man-hours for the above recoveries shall be reckoned from the time the workers are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's representative whose decision in this regard shall be final conclusive are binding on the contractor. Recovery for the deployment of equipment shall be made at a rate twice the hire charges as per extant rules.

PERSISTENT NON-COMPLIANCE WITH INSTRUCTIONS/ DIRECTIONS OF ENGINEER'S REPRESENTATIVE.

1. If the contractor persistently does not comply with the instructions/directives of the Engineer's representative, apart from and in addition to the remedies available to the Railways specified herein above without prejudice to the Railway's rights in this regard the Engineer's representative which for the purpose of this cause shall include the Inspector of Civil Engg. Department, appointed by the Railway, can suspend the contractor's work till favourable working circumstances are made by contractor.
2. The decision of the Engineer's representative in this regard shall be final conclusive and binding on the contract. The contractor shall not have any claims whatsoever against the Railway for such suspension of the work. During such period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt on the part of the contractor shall that amount to tampering of the Railway track for which the contractor shall be liable for appropriate action under the relevant provisions of Indian Railway Act

FORM FOR REPORTING OF EMPLOYEMENT

(Proforma to be filled in and signed by the Tenderer and submitted along with the tender with reference to clause No.30 of the conditions under “Regulations” of the tender)

(strike out which ever is not applicable)

The undersigned

- (a) is a retired Gazetted officer holding prior to retirement a pensionable/non pensionable post in the Department of theRailway.
- (b) is a partnership firm having as one of its partners a retired Engineer or a retired Gazetted officer as aforesaid.
- (c) is an incorporated company having any such retired Engineer or retired Gazetted officer as aforesaid, as one of its directors.
- (d) is having in my employment any retired Engineer or retired Gazetted officer as aforesaid.
- (e) has no such retired Engineer or retired Gazetted officer so associated with me as stated above.

1. If falling under any of the above categories (a) to (d), particulars of the offer may be furnished hereunder:
 - (i) Post held before retirement.....
 - (ii) Date of retirement.....
 - (iii) If retired within two years prior to date of submission of tender, state whether permission for taking such contract has been obtained from the President of India or any officer authorized on this behalf. Yes/No. (if yes, copy of the permission obtained to be enclosed)
2. If the Tenderer or in the case of a firm or company, any of the shareholders has a relative or relatives employed in Gazetted capacity in the Engineering or any other Department of the Railways, particulars of such relatives in the Railway may be furnished hereunder.

- (i) Name.. ..
- (ii) Designation
- (iii) Relationship

Signature of Tenderer(s)

Name:

Address:

Inclusion of “Letter of credit” as a mode of payment in works tenders or service tenders (Railway Board Letter No 2017/AC-II/9/10 Pt 3 dt 9/05/2018 and Railway Board Letter No 2017/AC II/9/10 Pt 1 dt 20/02/2018)

- i) For all the 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 tender 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 LC 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 Tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.
 - a) The LC shall be a sight LC.
 - b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof 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 Officer has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. 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 thereafter 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 Railway 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 2) after passing the bill for completed work, to enable contractor 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 Authorisation, a copy of Document of Authorisation shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorisation 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 Authorisation 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 Authorisation, 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 Authorisation 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 the release of final payment including PVC amount, if any, to the contractor.

- p) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e. not through LC.

Annexure 2
LCDA No (18 DIGIT IPAS GENERATED NO
Dated:-

DOCUMENT OF AUTHORIZATION

Reference (i) Works contract /Supply contract No..... Dated.....

(ii) Inland letter of Credit

No,.....Dated.....

This document is issued against contract No.(From IREPS.....dated for supply work of(DESCRIPTION OF GOODS/ WORK FROM IREPS)

.....
The beneficiary of the aforementioned Letter of Credit M/S (NAME AND VENDOR CODE) (Vendor Code.... as per IRPES....) is entitled to receive payment aggregating INR...\$\$\$... (FROM ABSTRACT OF BILL, PASSED); out of a total LC amount of INR (FROM MASTER TABLE OF LC OPENED) against the first/second*Commercial Invoice No. (FROM IPAS).....Dated... (from IPAS)..... for INR (FROM IPAS)... raised against the above contract from State Bank of India..... (Branch-FROM LC MASTER TABLE)... on the strength of this Certificate.

The details of the payments already made to the beneficiary under this letter of credit are as follows:

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

This payment:-\$\$\$
LC BALANCE AFTER THIS PAYMENT-.....
(Signature of authorized Railway authority)

Name
Designation
Official Seal
Address:

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

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

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

. . . [*Insert name of the Bidder*]..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

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

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

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

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

Date

Place.....

.....
 Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code]

No.]/.....

[P/Attorney] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal

*[P/Attorney]*No.

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

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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)

ANNEXURE – VI

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

TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

For tenders having advertised value more than Rs 20 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

Where,

A = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

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

Note:

- (a) The Tenderer(s) shall furnish the details of -
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
 - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
 - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be rejected **summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

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

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

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 and may also lead to any other action provided in the contract including banning of business for a period of upto

two 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 at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, 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.

E. New Annexure-V(A), Part I of GCC shall be read as under

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 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 CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

NEFT Mandate Form

1. Vendor Details

- A. Name of Firm:
- B. Name of contact person :
- C. Address :
- D. Contact No. :

2. Particulars of Bank account

- A. Account Title:
- B. Name of the Bank :
- C. Name of the branch :
- Address :
- Telephone No. :
- D. 11 digit IFSC Code:
- E. 9-Digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank:
- F. Type of the account (S.B., Current or Cash Credit):

- G. Account number (as appearing on the cheque book):
(please attach a blank cancelled cheque or photocopy of a cheque)

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

(.....)
Signature of Account Holder

Certified that the particulars furnished above are correct as per our records.

Signature of the authorised Bank Manager With Rubber Stamp

Date:.....