



**STANDARD TENDER DOCUMENT
ENGINEERING DEPARTMENT
NORTHERN RAILWAY**

TENDER No.1-W-TMC-HQ-09-3X-3971

NAME OF WORK: MID LIFE REHABILITATION (MLR) / TECHNICAL UP- GRADATION OF PLASSER MAKE EXISTING 09-3X-3971 MACHINE INTO A DYNAMIC TAMPING EXPRESS MACHINE WORKING OVER NORTHERN RAILWAY.

TENDERS FOR WORKS

1. 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. e-Tender Forms shall be issued free of cost to all tenderers.

Key details for this tender document:

SN	Activity	Details
1	Mode of bidding	E-Bids, Single Packet
2	E-Portal for bidding	www.ireps.gov.in
3	Tender No.	1-W-TMC-HQ-09-3X-3971
4	Tender Opening date	08.07.2026
5	Cost of Tender Document	Nil
6	Availability of tender document on www.ireps.gov.in	16.06.2026 at 18:00 hrs.
7	Date of start of submission of offer on www.ireps.gov.in	24.06.2026
8	Date & Time of Pre-bid conference	Not Applicable
9	Due date and time for Submission of offer	Upto 08.07.2026 at 14:59 hrs.
10	Due date and time for Opening of tender	08.07.2026 at 15:00 hrs.
11	Approx. cost of work (in Rs.)	Rs. 19,10,44,926.25
12	Period of completion	09 Months
13	Amount of Bid Security to be deposited along with bid (in Rs.)	Rs.38,20,900.00
14	Validity of Offer	120 days
15	Similar nature of work	Not applicable being Single E-tender
16	Technical eligibility criteria	Not applicable being Single E-tender
17	Financial eligibility criteria	Not applicable being Single E- tender
18	Jurisdiction of work	Northern Railways

2. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should tenderer be in doubt as to their meaning, Tenderer should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all the tenderers. It shall be understood that every endeavour 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.

3. Bid Security: As per the GCC-2022 incorporating all latest Correction Slips issued thereto:

- (1) (a) The tenderer shall be required to submit the Bid Security 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 Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security 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 Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) 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 April-2022. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure- B-3** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) 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 before closing date of submission of bids (**i.e. excluding the last date of submission of bids**).
- (iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall

lead to summary rejection of bid.

- (iv) The Tender Security shall remain valid for a period of 120 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 ***** 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 Authority 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.

4. 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 as per Latest policy of Govt of India.
- (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 shall deposit the same to the concerned authority.
- (a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
 - Wrong/incorrect invoices issued by Contractor;
 - No-filing of GST returns;
 - Non-payment of GST collected from Indian Railways to the authorities;
 - Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection

with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

- (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.

4.1 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-B-1**. In addition to Annexure-B-1, in case of other than Company/Proprietary firm, Annexure-B-1(A) shall also be submitted by each member of a Partnership Firm/Joint venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. 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.

CONSIDERATION OF TENDERS

5. 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. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

5A. Two Packets System of Tendering: Not applicable.

5A.1. Single Packet Tender-: Not applicable.

5B. Pre-Bid Conference: Not applicable.

5C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

5D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

5E. 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.

- 6. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- 7. Form of Contract Document:** Every contract shall be completed in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

 - (a)** For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV as per GCC April 2022.

Tender No. 1-W-TMC-HQ-09-3X-3971

Name of Work: - “Mid Life Rehabilitation (MLR) / Technical Up- Gradation Of Plasser Make Existing 09-3X-3971 Machine Into A Dynamic Tamping Express Machine Working Over Northern Railway.”

To,

The President of India

Acting through the **Chief Engineer /Track Machine/Northern Railway, New Delhi**

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 offer open for acceptance for a period of _____from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our “Bid Security”. I/We offer to do the work for Northern Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **09 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, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹_____has already been deposited online/ submitted 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 of 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 Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto(Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is withand 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:

(1) _____

(2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)

TENDER FORM (Second Sheet)

1. (A). 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-2022 of Indian Railways as amended/corrected upto latest correction slips up to date of evaluation on tender.
- (e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

(B) Order of Precedence of Documents: In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- (i) Letter of Award/Acceptance (LOA)
- (ii) Bill(s) of Quantities
- (iii) Special Conditions of Contract(Non-Technical)
- (iv) Technical Specifications as given in tender documents including additional special Condition for, “Mid Life Rehabilitation (MLR) / Technical Up- Gradation Of Plasser Make Existing 09-3X-3971 Machine Into A Dynamic Tamping Express Machine Working Over Northern Railway”.
- (v) Drawings
- (vi) Indian Railways Standard General Conditions of Contract April 2022 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (vii) IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- (viii) Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

2. Drawings for the Work: The Drawing for the work can be seen in the office of the Dy. CE/TMC/ Line and / or Chief Engineer/TMC/NR 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 submitted by tenderer, and approved by the Engineer from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below as applicable 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 **09 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 GCC April 2022 incorporating all the latest correction slips, 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 120 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Chief Engineer/Dy. Chief Engineer/TMC/Line of Northern 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 encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

(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:** No Eligibility Criteria is mentioned being a single tender with OEM or its authorized Dealers. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

11. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Track Engineer, TMC, Northern Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

12. 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): All documents as mentioned in para 17 of the Tender Form (Second Sheet).

(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 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.

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

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

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

14. 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 gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / 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.

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

15.1 Following documents are common for all types of firms i.e. Sole proprietorship, Partnership, Limited Company or JV.

- a) Firm details as per 'Annexure-A'
- b) Certificate as per proforma given in 'Annexure-B1.
- c) 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. as per 'Annexure-B1(A)'.
- d) Tenderer's credentials (bid capacity) to be submitted as per 'Annexure- B2'-Not applicable.

- e) Bank Guarantee Bond (Bid Security) to be submitted as per ‘**Annexure B3**’- **Not applicable**.
- f) Performa for List of similar nature of works physically completed in all respect (in reference to para 10.1 of tender form second sheet) as awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies as per proforma given in ‘**Annexure-C**’- **Not Applicable**.
- g) Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in ‘**Annexure-D**’-**Not applicable**.
- h) List of works on hand as per proforma given in ‘**Annexure-E**’- **Not applicable**.
- i) List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in ‘**Annexure-F**’-**Not applicable**.
- j) List of Personnel, Organization available on hand and proposed to be engaged for the subject work in ‘**Annexure-G**’-**Not applicable**.
- k) Certificate for non-employment/partnership of retired Gazetted Railway Officers as performa given in ‘**Annexure-H**’
- l) Annual Turnover for the last three years and current financial year with supporting documents required (**Annexure-I**)- **Not applicable**.
- m) Attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
- n) Test Report of the stone ballast, issued from the approved Laboratory as listed in the tender documents otherwise the offer shall be summarily rejected. (This item will be applicable only in those tenders whose tender schedule includes item of supply of ballast)- **Not applicable**.
- o) Any other document in support of his/her/their credentials/scheme- **Not applicable**.

15.2 In addition to Para 15.1 above certain more documents are to be submitted by tenderers as per status of their firms. These documents are listed below:

15.2.1 For Sole Proprietorship firm

- a) Notarized Affidavit as per ‘**Annexure-J**’.
- b) Attested copy of notarized Power of attorney including ratification clause, as per ‘Annexure- K’.

15.2.2 For Partnership firm

- a) Attested copies of registration / registered Partnership deed or notarized partnership deed.
- b) Special Power of Attorney duly stamped and authenticated by a Notary Public from all partners of the firm in favour of one or more partner(s) or any other persons(s) as per **Annexure-L**

15.2.3 For Limited Company

- a) Attested copy of Memorandum & Articles of Association of Company.
- b) Attested copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company.
- c) Attested copy of Notarized Power of Attorney including ratification clause duly signed by person authorized by the company vide above. (**Annexure-M**)

15.2.4 For JV firm – Not applicable, as JV firm are not allowed for this tender.

- a) Memorandum of Understanding of JV as per proforma given in ‘**Annexure -N**’
- b) Letter of consent as per proforma given in ‘**Annexure-O**’ to be submitted by a partnership firm participating as a Member of JV firm (wherever applicable).
- c) Attested copy of resolution passed by Board of Directors authorizing its Director/Employee to enter into JV on behalf of a company.
- d) Special Power of Attorney as per proforma given in ‘**Annexure-P**’ to be submitted by Limited Companies or Sole Proprietor participating as member of JV firm (wherever applicable).
- e) Certificate from each member of JV as per proforma given in ‘**Annexure-Q**’.
- f) Model form of Bank guarantee bond for PG as per proforma given in ‘**Annexure-R**’.

15.3 No post-tender submission of documents is permitted.

Clarification only can, however, be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within the period specified in the letter from the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.

15.4 The documents required vide items 15.1 (a), (b) & (k) and 15.2 as applicable in above list are mandatory for submission with tender document. If any of these documents is not submitted along with tender, the offer shall be summarily rejected.

16. The Bidders are advised to go through the **Indian Railways Standard General Conditions of Contract, April 2022** as amended/corrected upto latest correction slips and other documents forming part of the contract as per Para 1 above before submitting their offer.

(Signature)
(Designation)

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

_____ RAILWAY

CONTRACT AGREEMENT OF WORKS CONTRACT

AGREEMENT NO. _____ DATED _____ ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)
Address _____ (For President of India)
Date _____

Railway: Designation _____
Date _____

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses: _____

SPECIAL CONDITIONS OF CONTRACT (NON-TECHNICAL)

1. Contractor will deploy one qualified (i) Graduate Engineer when the cost of work will be more than Rs.2.00 Crore or (ii) One Diploma holder if cost is more than Rs.25.0 Lacs but less than Rs.2.00 Crore. In case the contractor fails to deploy the qualified engineer, contractor will be liable to pay penalty for the default period as per Clause 26A.2 of the GCC (Amended upto date).

NOTE: -

- (i) Deployment of qualified engineers is not obligatory for the zonal works contract
 - (ii) Individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineer and for track contract works Contractor Shall preferably employ such individuals at their work site.
 - (iii) If a contractor fails to provide site engineer then recover shall be made as per following –
 - (a) For Graduate Engineer – Rs. 40000/- P.M
 - (b) For Diploma Engineer – Rs. 25000/- P.M.
 - (iv) Any decision taken in this regard by Railways site engineer will be final and contractor will be bound to accept it.
2. **Cess Charges:** For Contractor's labour employed/ residing at stations and in colonies where railway sanitary facilities exist, Contractor(s) will be required to pay Cess charges as per rules in force on the Railway from time to time. For labour working between stations or at isolated places where railway facilities do not exist, the Contractor(s) shall be required to provide necessary facilities for their labour in terms of clause 59(4) of the General Conditions of Contract. In case of any failure on his/their part, the Railway Administration at the cost of Contractor(s) shall provide the necessary facilities and expenditure thus incurred will be recovered from his/their bills.
3. **Taxes and Royalties:** All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties' payable by the Contractor(s) to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

All taxes such as Income tax, GST and other taxes as prescribed by Central/State Govt. from time to time shall be applicable. The Contractor shall be fully responsible for payments of all such taxes without any liability of Railway Administration. Deductions towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time.

TDS on GST: Railway shall have to recover GST-TDS@ 2% (CGST 1% and SCST/UTGST 1% or IGST @ 2%) on invoice value (excluding GST) from the payment made of taxable goods or services or both, where the total contract value of such supply exceeds ₹ 2.50 lacs, or as prescribed by Government from time to time and remit the same to Govt.

Income Tax: The Railway will deduct income tax @ 2% of the gross amount and surcharge on income tax of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recovered while making payment to the Contractor/s. The settlement of income tax should be made by the contractor with the Income Tax authorities.
4. **FOREIGN EXCHANGE REQUIREMENT:** Any demand of foreign exchange for importing of equipment and materials shall not be accepted.
5. **SERVICE ROADS:** The Contractor will be permitted to make use of existing service roads, or service roads constructed by the Railway for its use free of cost. New service

roads required by the contractor/s either near the work site or elsewhere within or outside railway limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at her/ his/their own cost. For the purpose of constructions of service roads on railway land, permission will be given free of any charge. If any land other than railway land is necessary to be acquired temporarily or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at her/his/ their cost. The contractor/s will not refer any claim, whatsoever on this account.

6. **EMERGENCY WORKS:** In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the Engineer, to the contractor.
7. **WARRANTY PERIOD:** The Warranty Period/ Maintenance Period shall be as per clause 12 of Addition Special Conditions of Contract and shall be binding to the contractor.
8. **NON-COMPLIANCE WITH THE INSTRUCTIONS /DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE:** The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non- compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above the Engineer's representative may employ at the works Railway's workmen 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 in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive. When the Railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the Railway under this contract. The recovery for the total Railway Workmen Hours employed at the rate of ₹100/- (Rupees Hundred only) per Workmen-Hour irrespective of the type and grade of the Railway Employee actually employed. The aggregate period of the Workman- Hours for the above recoveries shall be reckoned from the time the Railway Workmen 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 and conclusive. During the above-mentioned 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 of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.
9. **MANNER OF PAYMENT:**
 - 9.1 Unless otherwise specified payment to the contractor will be transferred electronically to his bank account.

10. **PAYMENT OF CONTRACTUAL WORKS:** Shall be applicable as under clause 21 of Additional Special Condition of Contract.

10.1. **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 up to ₹1 will be reckoned as ₹ 1.

11. **Accident/natural calamities:** Vehicles and equipment of the contractor can be drafted/used by Railway in case of accidents/natural calamities involving human lives. Contractor is entitled payment for the same as per clause 39 of the General Conditions of the Contract.

12. **(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.

12. **(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) of GCC April 2022 **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) of GCC, in case applicable.

12. **(ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under clause 62 (1) of GCC April 2022, 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 GCC April 2022, the Security Deposit shall not be forfeited.

12.(iii) 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 GCC April 2022 will be payable with interest accrued thereon.

13. Performance Guarantee: As per the GCC-2022 incorporating all latest Correction Slips issued thereto:

- (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-one) 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-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. 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:-
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per Annexure-S.

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;
 - (vii) Twelve years National Defence Certificates;
 - (ix) Ten years Defence Deposits;
 - (x) National Defence Bonds and
 - (xi) 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 GCC.

VARIATIONS IN EXTENT OF CONTRACT

14. 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.

14(1) 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.

- 14.(2)** (i) 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.
- (ii) 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.
 - (iii) 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) (i) 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 agreement value. d.(i) Quantities operated up to 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;
 - (d) (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;
 - (d) (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.
 - (d) (iv) In case of earthwork, 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.
 - (d) (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).
- 14.(3) 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 expressly included and provided for in the Specifications and Drawings and the amounts to be paid therefor 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 GCC April 2022.

15. Measurements Of Contractor Works.

The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / registered society /registered trust etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to submit the tender, sign the agreement, receive money, co-ordinate measurements through contractor's authorized engineer, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

15.1 Measurement of works by Railway:

The Contractor shall be paid for the works at the rates in the accepted Bill(s)/Schedule of Quantities and for extra works at rates determined under Clause 39 of GCC on the measurements taken by the Engineer or the Engineer's representative in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s)/Schedule of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time and at such intervals as in the opinion of the Engineer shall be proper having regard to the progress of works. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Contractor who shall be present at

the site and shall sign the results of the measurements (which shall also be signed by the Engineer or the Engineer's representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. Failing the Contractor's attendance, the work may be measured up in his absence and such measurements shall, notwithstanding such absence, be binding upon the Contractor whether or not he shall have signed the measurement books provided always that any objection made by him to measurement shall be duly investigated and considered in the manner set out below:

- a) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Engineer or the Engineer's representative in the presence of the Contractor or in his absence after due notice has been given to him in consequence of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
- b) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

15.2 Measurement of Works by Contractor's Authorized Representative (In case the contract provides for the same):

- (a) The Contractor shall be paid for the works at the rates in the accepted Bill(s)/Schedule of Quantities and for extra works at rates determined under Clause 39 of GCC on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s)/Schedule of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the contractor who shall be present at the site and shall witness the test checks, failing the contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon contractor provided always that any objection made by contractor to test check shall be duly investigated and considered in the manner set out below:

- (i) It shall be open to the contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.
 - (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.
- (b) Incorrect measurement, actions to be taken:
- If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:
- (i) On first occasion of noticing exaggerated/false measurement, engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
 - (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by contractor as well as release of provisional payment shall be

withdrawn. Once withdrawn, measurements shall be done by railway as per GCC clause 45(i).
Note:-'Contractor's authorized Engineer' shall mean a graduate engineer or equivalent, having more than 3 year experience in the relevant field of construction work involved in the contract, duly approved by Deputy Chief Engineer/TMC/Line.

- 16. 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 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.
- 16A Extension of Time in Contracts:** Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:
- (i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.
 - (ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of GCC or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequence of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.
 - (iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case,

the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 16A(i) or/and 16A(ii) or/and 16A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

16B Extension of Time with Liquidated Damages (LD) for delay due to Contractor: The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 16 and 16-A of tender document (Clause 16 and 16-A GCC), the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated damages as decided by engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of GCC April 2022 Conditions, whether or not actual damage is caused by such default.

NOTE: In a contract, where extension(s) of time have been allowed once under clause 16B, further request(s) for extension of time under clause 16A can also be considered under exceptional circumstances. Such extension(s) of time under clause 16A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 16B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 16B.

Clause No. 14.(i) Part-I of GCC-2022

1	Full name of the firm	:
2	Registered Head Office Address	:
3	Branch Office in India (if any)	:
4	Constitution of firm (whether Sole proprietorship firm/Partnership firm/Limited Company/Joint Venture (JV)/Registered Society/ Registered Trust /LLP/HUF etc.)	:
5	Particulars of registration with: Government, semi-Govt. Organization, public sector undertaking and local bodies etc.	
6	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR & IFSC) to facilitate electronic payment	
7	Detail of PAN of the firm	
8	Detail of GSTIN of the firm (If Registered)	
9	E Mail ID	

Note :- Please enclose

- Attested copy/copies of the constitution of their firm.
- Copy of PAN CARD.

Date:

Signature of Tenderer/s with Seal

**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 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)

Place: -

Dated: -

SEAL AND SIGNATURE
OF THE TENDERER

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

ANNEXURE-B-1(A)

(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:

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:

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

Where,

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

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

B = Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed proforma of railway for statement of all works in progress and also the work 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.

(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 BidSecurity]***, 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	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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.

Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for Completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

Note:-

- (i) Above detail should be given only for works, which have been physically completed in all respects. Part completed work shall not be considered.
- (ii) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of opening 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.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for which the work was carried out in the performa as per Annexure-D.
- (iv) In the column 4, the type of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire.

COMPLETION CERTIFICATE

Name of Organization

Postal address, Phone No., Email ID, Fax No

Letter No. Date:-

.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop. /Partnership firm/ company / Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of Sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (v) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 9 above.	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

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

Name and Designation of officer

(Signature)

Mobile No. of officer Seal of officer

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of MD and other action including penal action as per GCC April 2022.
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) Only those works will be treated as composite works, which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and that there is separate schedule for each such distinct components in the tender documents.

LIST OF AWARDED WORKS UNDER EXECUTION

Sr. No	Name & place of work	Organization for whom work is being carried out	Date of award of contract, Contract Agreement No. & Date	Agree mental cost of work /Likely Cost (up to latest corrigendum)	Date of Commencement	Date of Completion (Original/ Extended)	Payment Received Till Date	Balance amount of the work to be executed	Principal /Technical features of the work in brief
1	2	3	4	5	6	7	8	9 (5-8)	10
2									
3									
4									
6									
5									

SIGNATURE OF TENDERER/S**DATE.....**

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

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								
8								

Note:

- (a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
- (b) Optimum Plants and Machineries required to be deployed during execution of work.
 - (i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.
 - (ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

Signature of Tenderer/s

Date:-

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

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

Signature of Tenderer/s

Date:

Information and particulars in terms of Para 16(a) and 16(b) of Tender Form Second sheet

- A. Information and particulars in terms of Para 16(a) of Section II regarding retired Railway Engineer(s) / Officer(s) of the Gazetted rank.

Sr. No.	Name of retired gazette officer/ Engineer with designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

Note 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired gazetted Railway Officer / Engineer, Nil to be furnished in the format.

- B. Information and particulars in terms of Para 16(b) of Section II regarding Relative(s) employed in gazette capacity on Northern Railway

Sr. No.	Name of the relative who is employed in gazetted Capacity on Northern Railway with Designation	Relation
1.		
2.		
3.		
4.		

Note 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.

Signature of the tenderer.....

Name.....

Same as Annexure –VIB of GCC

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)

AFFIDAVIT

(For sole proprietorship firm)

I..... (Indicate Name) S/o.....Proprietor of
M/s.....(Indicate Name – Proprietary firm) situated at.....do hereby solemnly
affirm & declare as under:-

1. That I am the “**Sole Proprietor**” of the firm working in the name & style of
M/s.....(Indicate Name – Proprietary firm) at

Deponent Signature
and Seal

VERIFICATION

I, the above-named deponent do hereby solemnly affirm & verify that the contents of my
above affidavit are true & correct. Nothing has been concealed and no part of it is false.

Deponent Signature
and Seal

Place:-

Date:-

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in
Force in that State at the time when such AFFIDAVIT is being executed.

SPECIAL POWER ATTORNEY

(For Sole Proprietor Firm only)

BE IT KNOWN to all that I Sole Proprietor of the firmhaving its registered office at..... do hereby, for and on behalf of the said firm appoint Shri.....(Name & designation) Special Attorney of the said firm and authorize the said Shri(name) whose specimen signature is appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No.....(Name of work).....invited by Northern Railway.

1. To appear before office of Northern Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by Northern Railway.
5. To sign the agreement,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature of Sri.....)

(Name & signature of sole proprietor) Dated

.....

Place

(Seal of Firm)

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be authenticated by a Notary Public or by Magistrate.

SPECIAL POWER OF ATTORNEY
(For Partnership Firms only)

BE IT KNOWN to all that we (1).....
(2).....(3).....(4).....(5).....
..... all the partners of the firm..... having its registered office at
..... do hereby, for and on behalf of the said firm appoint Shri
.....(Name& designation) Special Attorney of the said firm and authorize the said Shri
... (name), whose specimen signature are appended below, to do all or any of the following
acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the
tender No..... (Name of work)
invited by Northern Railway.

1. To appear before office of Northern Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed **to be summarily rejected.**
4. To attend meetings and submit clarifications including negotiations, if any, called by Northern Railway.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

We all the partners of the partnership firm also declare that we have not been blacklisted or debarred by Railways or any other Ministry/Department/Public Sector Undertaking of the Govt. of India/ any State Govt. from participation in tenders/ contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners

We further state that if our offer for the above said tender is accepted then, for day-to-day execution of work and contract agreement a separate Power of Attorney will be submitted.

(Signature of Sri.....)

Executants Partner
(Name & signature)

Date:-

Place

1.....
2.
3.....
4.
5.

Seal of Firm

Seal of Firm

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.

**SPECIAL POWER OF ATTORNEY
(For Limited companies only)**

IS IT KNOWN To all that (Name of firm) having its registered office at do hereby, for and on behalf of the firm appoint Shri.....(Name& designation) Special Attorney of the said firm and authorize the said Shri (name) whose specimen signatures are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No (Name of work).....invited by Northern Railway.

1. To appear before office of Northern Railway related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on www.ireps.gov.in for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by Northern Railway.
5. To sign the agreement, to co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books.
6. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

We have read the content of this Special Power of Attorney & accept the same and we hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature of Shri.....) Authorized signatory of the firm
Dated.....

Place

Seal of Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be authenticated by a Notary Public or by Magistrate.

MEMORANDUM OF UNDERSTANDING FOR JV

(The memorandum of understanding shall be submitted in following format on the non-judicial stamp of ₹ 100/- duly notarized)

NOW THIS Memorandum of Understanding is executed at.....(Name of Place) on this date (DD/MM/YY) between M/s (Name of first constituent and address) as the first party represented by Shri.....and M/s..... (Name of 2nd constituent and address) represented by Shri As the second party and so on 3rd, 4th&5th subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

ANDWHEREAS the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No.(Name of work)..... "As mutually decided between members of Joint Venture Agreement.

That we M/s.....(JV firm) on behalf of all members of this joint venture agreement agreed that M/s will be "Lead Partner" of this Joint Venture.

1. That under this MOU, the work will be done jointly by M/s The first party and M/s the second and so on in the name and style of.....(Name) (Joint venture firm).
2. That we JV firm M/s on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
3. That we M/s JV firm..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
4. M/s(Name of Lead Firm) of JV firm shall be the lead member of the JV firm who shall have a majority% share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s (Name of Second Firm) have.....% and M/s (Name of Third Firm if any) have.....% share of interest in the JV Firm.
5. That this JV shall be valid during the entire currency of the contract including the period of extension, if any, and the maintenance period after the work is completed.
6. That we all the Joint Venture members authorize Mr./Ms.one of the members on behalf of the JV firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/ correspondence with respect to the contract would be sent to this authorized member (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the

person who digitally submitted the offer then our offer shall be deemed **to be summarily rejected.**

7. That no member of the JV shall have the right to assign or transfer the interest right or Liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.
8. That we all the members of the JV certify that we have not been black listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.
9. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date
(DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date (DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this MOU on the day, month and year first above mentioned, in the presence of the following witnesses:-

1. First party (authorized signatory)
2. Second party (authorized signatory)
3. Third party (if any)(authorized signatory)

With Seal of parties

Witnesses with name & address:-

1.....2.....

Date.....

Place...

NOTE: - Should MOU be in more than one separate page, each page shall be Signed by the authorized signatory.

“LETTER OF CONSENT”
(To be submitted by Partnership Firm participating as member of JV)

We the following partners of M/s (Indicate name of firm)
(1) 2
3 4
5 6 having its office
at hereby give our consent on behalf of M/s (Indicate
name of firm) in favour of Ms/Mr (Indicate name of Partner),
whose specimen signature are appended below, for entering into Joint Venture Agreement
with M/s (Indicate name of other firm's) having
office at in connection with T. No. Name of
work to sign & execute the MOU, JV agreement and all other required documents
pertaining to above said tender.

We have read the contents of this letter of consent & accept the same and we hereby agree
to and ratify all acts, deeds & things of them or any documents executed by the said partner in the
scope of this letter of consent.

This letter of consent is made at on

	Name & Signature of Partner/s
(Signature of Sh.....)	
DATE.....	1.
	2.
	3.
Place.....	4.
	5.

Seal of the Firm

Note:- The stamp duty shall be governed by the provision of the Law relating to stamp enforce in
that State at the time. It shall be duly attested by Notary Public.

SPECIAL POWER OF ATTORNEY

(To be submitted by Limited Companies or Sole Proprietor participating as member of JV)

BE IT KNOWN to all that I (Indicate name of Director/Sole Prop.).....
at the Company/Proprietary firm (Indicate Name of Co. / Sole Proprietary firm)
having its office at..... do hereby for and on behalf of the said
Company/Proprietary firm appoint Ms/Sh.....S/o Shriage..... (Indicate Name
of Nominee) of the Company/Prop. Firm as our Attorney, whose specimen signature are
appended below to execute the MOU/ JV Agreement & all other required documents with M/s
.....(Indicate Name of other Co. /Prop. firm).....Situating
at in connection with the following tender invited by Northern Railway:-

“T. No.....Name of work.....
.....”

We/ I have read the content of this Special Power of Attorney & accept the same, and we/
I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully
done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of Director/
Sole Prop.) Of M/s..... (Indicate name of Co. / Prop. Firm) the above-named Director /
Proprietor has
executed this Power of Attorney.

For M/s.....

(Sign. of Ms/Shri.....)

(Sign& Seal.....)

Place...

Date:-.....

Note: - The stamp duty shall be governed by the provision of the Law relating to stamp in force in
that State at the time when such Power of Attorney is being executed. Power of Attorney shall be
duly attested by Notary Public.

(Certificate from all members of JV)**CERTIFICATE FROM LEAD PARTNER OF JV**

This is to certify that I/We the member of.....(name of JV firm) do hereby declare that I/we are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contracts.

Signature.....
(.....)

(Name of Authorized Person who
has signed the MOU for JV)

For.....
(Name of original firm/s)

CERTIFICATE FROM SECOND PARTNER OF JV

(2) This is to certify that I/We the member of (name of JV firm) do hereby declare that I/we are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contracts.

Signature.....

....

(.....)

(Name of Authorized Person who
has signed the MOU for JV)

For.....
(Name of original firm/s)

CERTIFICATE FROM THIRD PARTNER OF JV (IF ANY)

This is to certify that I/We the member of..... (name of JV firm) do hereby declare that I/we are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contracts.

Signature.....

(.....)

(Name of Authorized Person who
has signed the MOU for JV)

For.....

(Name of original firm/s)

Note :- In case of more than 03 members in the JV firm then all other members should sign such Certificate for which another sheet may be added.

MODEL FORM OF BANK GUARANTEE BOND FOR PG

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt – (Name & address)----- (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated----- made between -- ----- and ----- for.....(hereinafter called “the said Agreement”), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.-----.....(Rupees----- only) we, ----- (hereinafter referred to as “the Bank” at the request of --- ----- --- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- --- --against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We----- (indicate the name of the bank) and our local branch at (Name of city) i.e ----- (name, address and branch code of local branch at (Name of city)) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----

3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We... (Indicate the name of bank) and our local branch at (Name of city) i.e (name, address and branch code of local branch at (Name of city) further agreed with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/Department) Ministry of certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the we shall be discharged from all liability under this guarantee thereafter.

5. We... (Indicate the name of bank) and our local branch at (Name of city) i.e (name, address and branch code of local branch at (Name of city))

further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

For_____ (indicate the name of bank) and our local branch at (Name of city) i.e.
... ..(Name, address and branch code of local branch at (Name of city))

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

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

Date:.....
.....

Surety Bond No:

Amount of Bond:

Issue Date:.....

Expiry Date:.....

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

AND

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

SB No:

Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (**Rupees XXXX Only**) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.

12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

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

Dated the day of 2024

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

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

* * * * *

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