

SOUTH CENTRAL RAILWAY
ELECTRICAL DEPARTMENT
NANDED DIVISION

Tender No. NED-E-06-2026-27

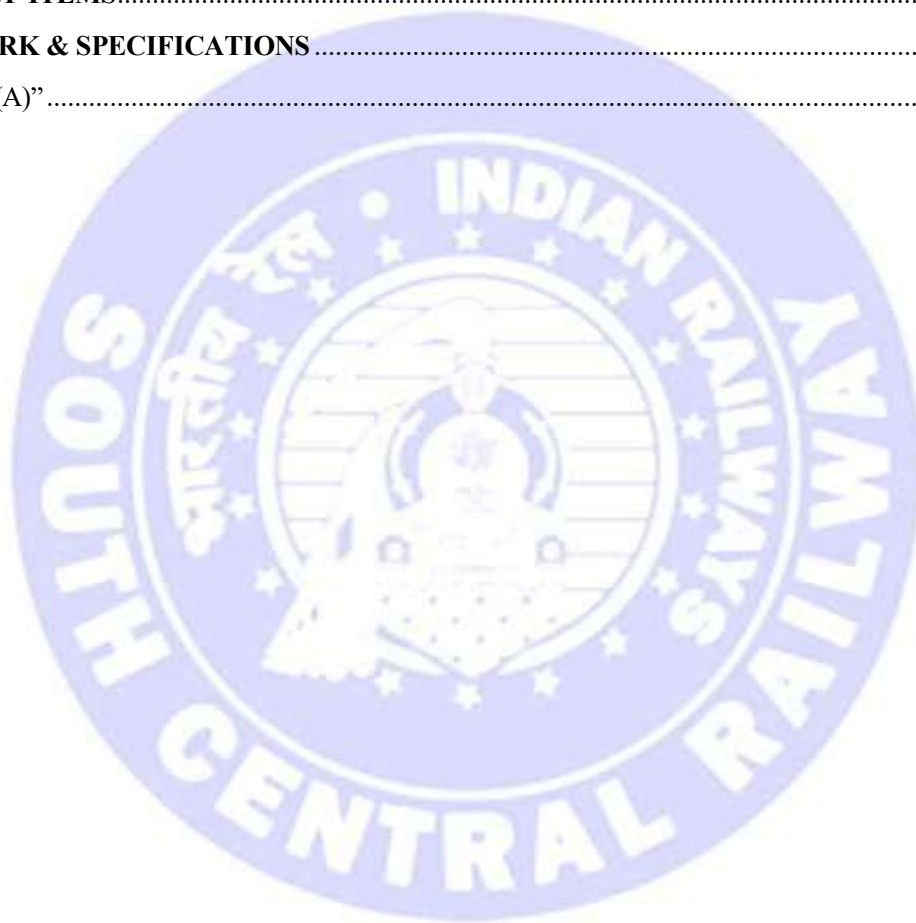
Name of the Work: Nanded Division- Provision of Solar Pumps, Solar Street Lights and Energy Savers over the division.

TENDER VALUE: ₹. 62,81,350.00/-

BID SECURITY DEPOSIT: ₹.1,25,600.00/-

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SOUTH CENTRAL RAILWAY
TENDER FORM (First Sheet)

Tender No. **NED-E-06-2026-27**

Name of Work: Nanded Division- Provision of Solar Pumps, Solar Street Lights and Energy Savers over the division.

THE PRESIDENT OF INDIA
ACTING THROUGH THE SENIOR DIVISIONAL ELECTRICAL ENGINEER,
DIVISIONAL RAILWAY MANAGER COMPLEX, NANDED DIVISION,
SOUTH CENTRAL RAILWAY, NANDED – 431 605

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable forfeiture of my/our Bid Security. I/We offer to do the work for **Nanded Division**, S.C. 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 **9 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 with all correction slips up to date for the present contract.
3. A Bid Security of **Rs. 1,25,600/-** has already been deposited online/submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other rights 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 up to.....(Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labor 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 Bidder(s)

Date

Address of the Bidder(s)



1. **Instructions to Bidders 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 if any)
 - (c) Bill(s) quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of Sr.DEE/M/NED or obtained from the office of the Chief Electrical Engineer, _____ South Central Railway on payment of prescribed charges.
 - (e) Schedule of Rates as amended / corrected up to latest correction slips, copies of which can be seen in the office of Sr.DEE/M/NED or obtained from the office of the Chief Electrical Engineer, _____ South Central Railway on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the Sr. DEE/M/NED and or the Chief Electrical Engineer, South Central Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
3. The Bidder(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of South-Central Railway as applicable to Nanded Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule 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 Schedule. The Bidder(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 **9 months** from the date of issue of acceptance letter.

6. Bid Security:

- (a) Subject to exemptions provided under para 9 (a) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 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 _____ 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 en-cashed 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 Bidder(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 tender or tenders.
8. If the Bidder(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.



TERMS & CONDITIONS

Tender No. NED-E-06-2026-27

Name of the work: Nanded Division- Provision of Solar Pumps, Solar Street Lights and Energy Savers over the division.

1.0 The following terms & conditions supplement the "Regulations for Tenders and Contracts, conditions of tender and General Conditions of Contract" and should be considered as part of the contract papers. Where the provision or the terms & conditions are at variance with the General conditions and other documents mentioned above, the Special conditions shall prevail.

1.1 It must be clearly understood that all the terms and conditions stipulated under special conditions are binding on the contractor. In all matters of dispute, the decision of the **Senior Divisional Electrical Engineer, Nanded Division, S.C. Railway, Nanded** shall be firm and binding.

2.0 Scope of work: The detailed scope of work & Specification is given in page no. **45** of this tender booklet.

3.0 Every effort has been made by the Railways to cover all the items required for executing the work. These items might have either been covered explicitly or implicitly in the specification and the Bidder shall, however, provide free of cost all such items that may be required for proper execution. Commissioning and performance of the equipment supplied and installed by them whether they are mentioned explicitly or implicitly in the specification or not. No extra claim whatsoever will be entertained by the Railways for such items provided by the installations provided by them under this contract.

4.0 OMISSIONS/DISCREPANCIES:

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

5.0 GUARANTEE:

- (a) The Contractor shall guarantee for satisfactory working of the installations erected by him, for a period of **Thirty-Six (36) months** from the date of physical completion of all works. ***If for any item guarantee/warranty period is more than 36 months as per specification for that item, the guarantee/warranty period laid down for such item will hold good.*** S.D. for the value of such items will be

released after expiry of guarantee/warranty PERIOD LAID DOWN IN the SPECIFICATION. S.D. FOR THE REMAINING VALUE OF THE work will be released after 36 months of physical completion of all works.

- (b) For supply portion of works contract, the warranty/guarantee period should be covered for a minimum period of 36/42 months i.e., 36 months from date of commissioning/42 months from date of supply whichever is earlier or the period as per approved specification or OEM's warranty whichever is higher than the above.
- (c) During the period of Guarantee, the Contractor shall be liable for the replacement at site of any parts which may be found defective in the equipment whether such equipment be of his own manufacture or those of his sub-Contractor, whether arising from faulty design, materials, workmanship or negligence in any manner on the part of the Contractor provided always that such defective parts as are not repairable at site, are promptly returned to the Contractor if so required by him at his (Contractor's) own expenses. In case of type defects in Contractor's equipment and components detected during guarantee period, Contractor should replace all such items irrespective of the fact whether all such items have failed or not. The Contractor shall bear the cost or repairs carried out on his behalf by the Purchaser at site. In such a case, the Contractor shall be informed in advance of the works proposed to be carried out by the Purchaser.
- (d) If it becomes necessary for the Contractor to replace or renew any defective portion of the equipment under the Para aforesaid then the provision of the said Para shall also apply to the portions of the equipment on replaced or renamed until the expiration of six months from the date of such replacement or renewal or until the end of the above-mentioned period whichever is late. Such extension shall not apply in case of defects of a minor nature, the decision of the General Manager or his successor/nominee being final in the matter. If any defect be not remedied within a reasonable time during the aforesaid period the Purchaser may proceed to do work at the Contractor's risk and expense, but without prejudice to any other rights and remedies which the purchase may have against the Contractor in respect of such defects or faults.
- (e) The repaired or renewed parts shall be delivered and erected on site free of charge to the Purchaser.

6.0 LIQUIDITATED DAMAGES:

- a) If the contractor fails to carry out, execute and complete the work under this contract within the time prescribed as per the original acceptance letter and agreement, penalty in terms of clause 17 of General conditions of contract will apply. In unforeseen circumstance if found justified, the time of completion can be extended with or without LD or with lump sum penalty by the Senior Divisional

Electrical Engineer NANDED division, S.C. Railway, without any prejudice the L.D. clause mentioned herein.

- b) The competent authority while granting extension to the currency of the contract under clause 17(B) of GCC will also consider levy of token penalty as deemed fit based on the merit of the case.
- c) Time is essence of the work if the contractor to restore within the stipulated time, the penalty will be levied.

7.0 GENERAL CONDITIONS OF TENDER:

- a) **TENDER IS CONFIDENTIAL:** The Bidder (Whether his/her Tender be accepted or not) shall treat the contents of his Tender as private and confidential. He / She shall treat the prices quoted by him / her as strictly confidential till the Tenders are opened.
- b) Non-fulfillment of the requirements is liable for rejection of the offer of such Bidder summarily.
- c) All the required supporting documents should be scanned and uploaded.
- d) E-Tenders will be opened online using the “**IREPS**” portal. No representative is required to be present for the opening of the tender and taking notes of the rates quoted and ranking as complete details of the rates etc. of all the bidders shall be available to bidders on the website after opening of the tender. Opening of the tenders will be on any convenient date after closing date & time of the tender.
- e) It shall be the duty of Bidder that they ensure to see any corrigendum of the tender and to check the corrigendum on the web site from time to time.

8.0 CARE IN SUBMISSION OF TENDER:

- (a) (i) Before submitting a tender, the Bidder 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.
- (ii) Bidders 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. Bidders will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(iii) The successful Bidder 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.

(iv) In case the successful Bidder is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(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 Bidder 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.

8.1 In case of other than Company /Proprietary firm, Annexure V(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.

9.0 BID SECURITY DEPOSIT: As per GCC 2022 and its latest amendments.

10.0 Security Deposit (Ref-Indian Railways Standard GCC, April-2022):

As per GCC 2022 and its latest amendments.

10.1 Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor after the following:

- Final Payment of the Contract as per clause 51(1) of GCC and
- Signature of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50(1) of GCC.

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

10.3 No interest shall be payable upon and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause of this clause will be payable with interest accrued thereon.

11 Performance Guarantee: Ref-Indian Railways Standard GCC, April-2022 and its latest amendments. Insurance Surety Bond (Annexure-M) added as per IR-GCC ACS-9 dt.09.01.2025. The successful bidder shall submit Guarantee (PG) amounting to the original contract value and **Additional performance Guarantee** as per clause 16 (4) (h) in any of the following forms

- i) A deposit of cash ii) Irrevocable Bank Guarantee iii) Insurance Surety Bond as per Annexure-M.

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.

New Para 16(4) (h) of Part-II of GCC'22:

If a tender is accepted on the quoted rates of bidder which is below the Advertised tender value, an additional Performance security shall be submitted by the bidder as below:

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

12 AGREEMENT:

- i. 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.
- ii. Every contract shall be complete 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).

13 FAILURE TO PERFORM: If the Contractor fails in the performance of the contract, South Central Railway may without prejudice to his other rights, cancel the contract or a portion thereof and Railway shall be entitled to forfeit PG, EMD & SD as per the provision of GCC.

14 Completion Period:

- i) Contractor will take up the work and complete it within **9 months** from the date of receipt of the letter of acceptance.
- ii) If, during contract, the administration feels that it is not necessary to continue the

contract due to administrative reasons, the contract stands foreclosed with immediate effect without assigning any reasons.

- iii) The Railways attached to the utmost importance to the timely completion of the work on or before the date contracted for. In this connection, the attention of the contractor is specially invited to the clause regarding "Liquidated Damages" and determination of contract owing to default of contractor provided for in general conditions of contract.

15 EMPLOYMENT OF ELECTRICAL ENGINEERING GRADUATES/ DIPLOMA - HOLDERS:

The contractor shall employ the following technical staff during the execution of this work.

- 15.1 One Qualified Graduate Engineer when cost of work to be executed is ₹.200 lakh and above.
- 15.2 One Qualified Diploma Holder Engineer when cost of work to be executed is more than ₹. 25 lakhs but less than ₹. 200 lakhs.
- 15.3 These engineers shall be available throughout the period when the work is in progress and not merely be available for taking instructions. In case the contractor fails to employ the Qualified Engineer, as aforesaid in Para 1 & 2 above, he, in terms of Clause 26 A.2 to the General Conditions of Contract, shall be liable to pay an amount ₹. 40,000/- (Rupees forty thousand only) for each month or part thereof for the default period in case of Graduate Engineer and ₹. 25,000/- (Rupees Twenty-Five thousand only) for each month or part thereof for the default period in case of Diploma holder Engineer.
- 15.4 The decision of the Railway Engineer-in-charge as to the period for which the required technical staff was not employed by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractor.

16 Deduction of income tax, GST at source:

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

The deduction towards income tax to be made at source from the payments due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

No Income Tax will be deducted by the Railway on payments made for supply of

materials where such value of supply portion is distinct and ascertainable such as supply of Timber, tiles, bricks, ballast including track/ballast etc. The deductions towards Income Tax to be made at source from the payment due to non-residents shall continue to be governed by Section 195 of the Income Tax Act 1961.

16.2 Goods and Service Tax (GST) will be applicable on this work as per the prevailing rates amended from time to time by Government of India.

16.3 The Bidder shall quote the rate by considering all the statutory duties/taxes applicable to the work up to the date of opening of tender.

16.4 Conservancy charges as applicable and as modified from time to time will be recovered from contractors running bills.

17 Payment Terms:

- i. 90% payment will be made for completed portion of itemized work/or/ complete sub work and balance 10% payment will be made after successful completion of entire work.

In respect of the above claim, the following documentation is to be invariably adhered to,

1. Work done statement shall be prepared by the contractor and submitted to the nominated Railway supervisor for completed portion of work for which the payment is claimed duly signed by the contractor as well as nominated Railway supervisor.
2. Based on the work done statement, measurements will be recorded in the Measurement Book (MB) by the Nominated Railway supervisor.
3. Certified that the 20% check conducted against the work undertaken and found satisfactory (this should be done by the concerned DEE/ADEE.)

ii. Payment Mode

- a) All payment will be made on the name of the firm of the successful bidder.
- b) The bidder shall be entitled to be paid by way of “On Account Payment” as per the General Conditions of the Contract. (Wherever applicable).
- c) No advance payment will be made to the contractor.

iii. Information to be furnished by the contractor.

The information regarding Electronic Payment System (NEFT/RTGS) shall be furnished by the contractor duly signed by him.

The payment towards contractors/ suppliers' bill will be paid through Electronic Payment System i.e., NEFT/RTGS and commission charges if any to be borne by contractor/supplier.

Bidder /s are required to submit a scanned / attested copy of following information along

with their tender- 1. Bank Account No 2. Name of Bank 3. Indian Financial System Code {IFSC} 4.PAN No 5. Bidders Contact No. Contractor should provide firms PAN, issued by Income Tax Department with his quote or within 30 {Thirty} days of award of contract. No payment will be released without submission of PAN. All taxes {including surcharge and cess shall be recovered from his payment as per tax provisions in vogue. Proforma is given as **Annexure**

17.1 CLAIMING OF ON ACCOUNT/FINAL BILLS BY THE CONTRACTORS:

The contractor shall submit bills/gate passes for the materials purchased by them to supply the same to Railways at the time of supplying the materials to nominated Railway Stores Depot.

For claiming on account bill the contractor shall make a formal written request to the concerned Official/Officer-in-charge of the works clearly mentioning the quantity executed.

Each on account bill/Final Bill shall invariably accompany the contractor's material statement (materials drawn from the stores vs. material utilized at site on the work for which materials have been drawn from Railway stores.

The excess Class-I materials drawn from Railway Stores shall be returned as Class-1 only. Damages occurred during handling/stack and transportation by the Contractor will be charged to the Contractor and the cost will be recovered from the Contractor.

At the time of drawing materials from Railway Stores, the contractor shall check and ensure the correctness of quantity, description, and condition of the materials.

The Contractor while submitting requisition for drawl of stores shall indicate the quantity of material as per the schedule and the quantity already drawn and the quantity now required with remarks.

17.2 “Letter of Credit” as Mode of Payment

- (i) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) The option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System – the e-application on which tenders are called by Railways) by the Bidder at the time of bidding itself, and the Bidder shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder’s offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by Bidder at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case Bidder opts for payment through LC, following shall be the procedure to

deal release of payment through LC:

- (a) The LC shall be a sight LC.
- (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
- (c) SBI, New Delhi Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (d) The LC shall be opened initially for duration for 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents, or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as **Annexure J**) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
- (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Account Office to Railway's bank (Local SBI Branch).

- (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange, and bill.
- (k) The payment against LC shall be subject to verification for Railway's Bank (Local SBI Branch).
- (l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (m) The Railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Account Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
- (o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (p) The release of Performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
- vi. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as **Annexure – I**.
- vii. Necessary charges in IREPS and IPAS e-applications have already been carried out, for having option for payment to contractors through LC.

18 Credentials Requirement & Eligibility Criteria:

- a) **Electrical License:** The tenderer shall possess a valid Electrical Contractor License, issued by any State Government or Union Territory Administration, authorizing execution of electrical works up to 650 V. The contractor shall have in his employment or shall engage a person holding a valid certificate of competency issued by any State Government or Union Territory Administration for supervision of electrical works up to 650 V.

Offers not accompanied by a valid Electrical Contractor License and requisite Supervisor competency for works up to 650 V shall be summarily rejected

Note: In case of expiry of validity of license during contract, the contractor should renew the license so that it is always valid during contract).

- b) **Technical Eligibility Criteria:** (a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending

last day of month before the one in which tender is invited:

Three similar works costing not less than the amount equal to 30% of advertised value of the tender, or

Two similar works costing not less than the amount equal to 40% of advertised value of the tender, or

One similar work costing not less than the amount equal to 60% of advertised value of the tender.

- (i) In case of composite works (e.g., works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month before the one in which tender is invited:

Three similar works costing not less than the amount equal to 30% of advertised value of each component of tender, or

Two similar works costing not less than the amount equal to 40% of advertised value of each component of tender, or

One similar work costing not less than the amount equal to 60% of advertised value of each component of tender.

Note: Separate completed works of minimum required values for each component can also be considered for fulfilment of technical eligibility criteria.

- (ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered as a separate component, only when cost of the component is more than ₹ 2 crore each.
- (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 (a) (ii) of Part-II of GCC or through subcontractor fulfilling the requirements as per clause 7 of Part-II of GCC or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

Definition of Similar nature of work:

Supply, installation, and commissioning of solar lighting/solar water heating systems with solar panels along with power supply, control and protection arrangements.

Note for Technical Eligibility:

Tenderer should submit attested copy of work experience certificate in Annexure – ‘E’ to establish the eligibility criteria. All details as required in the Annexure – ‘E’, shall be made available otherwise the information is treated as incomplete.

The work experience certificate shall be issued by an officer not below the rank of JA Grade or Bill passing Officer in Railways and Bill passing officer/Executive Incharge of work in other Govt./Govt. bodies/ PSUs. The certificate should bear the signature and seal of the issuing officer, name of the department etc.

In case of Partnership deeds, Power of Attorney etc. shall meet to Indian Railways Standards General Conditions of Contract April’2022.

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange,

incorporated/registered at least 5 years prior to the date of 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 the 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.

c) Financial Eligibility Criteria:

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

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

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

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

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

18.2 Additional Documents to be submitted along with the tender:

- (i) List of personnel organizations available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by Bidder and are to be submitted in the Proforma given in the **Annexure ‘A’**.
- (ii) List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by the Bidder and is to be submitted in the Proforma given in the **Annexure ‘B’**.
- (iii) List of completed works in the last three Financial Years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work, date of actual start, actual completion and final value of contract should also be given in the

Annexure ‘C’.

- (iv) List of Works on Hand indicating name of work, contract value, bill amount paid so far; due date of completion etc. to be furnished by Contractor in **Annexure ‘D’** and this Certificate is to be signed by Contractor.
- (v) The Tender Floating Authority may incorporate “any other details of specific nature relevant and mandatory for Tender finalization.
- (vi) **A checklist of documents to be submitted** at the time of tender submission is given **as top sheet** in **Annexure-G** for easy guidance and compliance from prospective Bidders. The Bidders shall submit the following documents for identification of the Bidder:

18.3 Documents to be submitted along with the 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.

- (ii) Following documents shall be submitted by the tenderer:

- (a) Sole Proprietorship Firm:

A copy of registration / Income tax/ PAN No. for filing returns self- attested.

- (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.

A copy of registration / Income tax/ PAN No. for filing returns self- attested.

- (c) Partnership Firm: (i) All documents as mentioned in para 26 of the Tender Document.

- (d) Joint Venture (JV): All documents as mentioned in para 17 of the Tender Form (Second Sheet) of GCC April 2022.

- (e) Company registered under Companies Act 2013:

- 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 favor of the individual to sign the tender on behalf of the company and create liability against the company.

- (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 favor 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.

- (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 favor of the individual to sign the tender documents and create liability against the Society/Trust. (iv) A copy of Rules & Regulations of the Society.
- (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 motu 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.

18.4 The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favor 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 favor 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.

18.5 Multiple L-1:

In case of more than one L-1 bidders, tender may be awarded to Bidder having higher Bid Capacity. In case of Bid Capacity is also the same, Bidder having done more value of similar work in last three previous financial years and the current financial year up to the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow. (Ref: Railway Board's letter No.2017/Trans/01/Policy dt. 08-02-2018 communicated by PCE/SC letter No.W.496/P/ Transformation dt 14-02-2018).

18.6 Post Tender submission of Documents/information of Mandatory Nature linked to Eligibility Criteria called for, at Tender stage:

- (i) **Clarification of Bids:** To assist in the examination, evaluation & comparison and prequalification 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.

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

- (iii) In case of any wrong information submitted by Bidder, the contract shall be terminated, Performance Guarantee (PG) and Security Deposit (SD) of contract

forfeited and agency barred for doing business on entire Indian Railways for 2 (five) years.

19 TAXES & DUTIES:

No reimbursement or claim of Taxes & duties whatsoever will be allowed. Form “D” will not be issued by Railways.

20 Right of the Railway to deal with tender:

- a) While opening tender or after opening of tenders, no opportunity shall be given to any bidder to repudiate, amend or explain the rate and or any condition in the tender, as applicable.
- b) It shall not be obligatory on the competent authority to accept lowest tender and no bidder shall demand any explanation for the cause of rejection of his/their tender. Further it shall not be obligatory on the said authority to award contract to a single bidder for the entire work.
- c) No free pass will be issued by the administration to the contractor.
- d) If the bidder expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.
- e) The authority for acceptance of the tender will rest with the Senior Divisional Electrical Engineer, South Central Railway, Nanded who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particulars tenders or tenders.

21 The contractor should submit list of infrastructure facilities and establishment available with him.

22 The contractor **shall submit proof of purchase with manufacturer’s guarantee** if any for the item supplied by them.

23 Price Variation: No Price variation clause shall be made applicable to this contract.

24 VARIATIONS IN CONTRACT QUANTITIES (As per IRS GCC-2022): The procedure as detailed below shall be adopted for dealing with variations in quantities during execution of works contracts:

- (1) **Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor, and no work shall proceed under such modifications until this has

been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

- (2) **Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
- (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 up to 25% of the quantity originally contracted, except in case of foundation work.
 - (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 up to 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 more than 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that tender.
 - (b) Quantities operated more than 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that 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 tender.
 - (d) Variation to quantities of Minor Value Item:
The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original 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 tender.

d.(ii) Quantities operated more than 100% but up to 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 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 tender.

(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) In case of foundation work, no variation limit shall apply, and the work shall be carried out by the Contractor on agreed rates irrespective of any variation.

(vi) As far as SOR items are concerned, the limit of 25% would apply to the value of SOR schedule as a whole and not on individual SOR items. However, in case of NS 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).

(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 expressively included and provided for in the Specifications and Drawings and the amounts to be paid there for shall be calculated in accordance with the accepted Schedule of Rates. Any extra items/quantities of work falling outside the purview of the provisions of Sub- Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

(4) The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of tender (both for increase as well as decrease of value of contract agreement) sanction of competent authority as per single tender should be obtained. In addition to the above, the partial modification is as furnished below (RB Lr No: 2017/Trans/01/Policy/New Delhi dated 08/02/2018), it has been decided that as a result of variations, a contract shall be considered “vitiating” only when, the following percentage variation in contract value between Bidders are noticed to have been exceeded.

<i>S. No.</i>	<i>Value of Contract</i>	<i>Percentage difference between present contractor and new L-1 as a result of variation. (Percentage shall be calculated with base as the revised contract quantities multiplied by the rates of the present contractor)</i>
<i>1</i>	<i>Small value contracts (Tender value less than Rs.50 Lakh)</i>	<i>10%</i>
<i>2</i>	<i>Other than small value contracts (Tender value equal to or more than Rs.50 lakh)</i>	<i>5%</i>

- (5) When the percentage difference between present contractor and new L-1 is noticed as becoming beyond the values above, the following action shall be taken. Vitiations should always be computed with respect for the items rates quantities and conditions as available at the time of tender opening and subsequent changes/additions by way of new items will not be counted for computing vitiations.
- (6) Overall agreement value arrived at by adding the positive variation and subtracting the negative variation from the accepted value of the contract shall be taken for deciding the competency of sanction.

25 Partnership Firm:

- i. Partnership deed is eligible if entered and registered prior to Tender Notice. Bidder should attach scanned experience certificate in the same name and style as the Bidder and their credentials shall be considered fully to the extent of work executed by the partnership firm. (EXPERIENCE OF INDIVIDUAL PARTNERS WILL NOT BE CONSIDERED).
- ii. Any change or modification in the constitution of tendering firms for whatever purpose or intimation of any disputes by any of the partners in the firm making tendering firm ineligible, during consideration of Tender after opening of the Tender, shall be deemed to be backing out of the offer by the Bidder.

25.1 Participation of Partnership Firms in works tenders:

- (i) The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- (ii) The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

- (iii) Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
- (iv) Once the tender has been submitted, the constitution of the firm shall not be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the Bidder shall have no claims what-so-ever. Any change in the constitution of Partnership firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited.
- (v) If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the Bidder fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.
- (vi) A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.
- (vii) The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.
- (viii) One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a “Power of Attorney”, specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, fitness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign “No Claim Certificate”, refer all or any dispute to arbitration and to take

similar such action in respect of the said tender / contract. Such “Power of Attorney” shall be notarized / registered and submitted along with the tender.

(ix) On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

(x) On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

(xi) In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

i. Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during execution of the contract or due to non-execution of the contract or part thereof.

ii. Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

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

iv. No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

(xii) The Bidder shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(1) A copy of partnership deed.

- (2) A copy of Power of Attorney (duly registered as per prevailing law) in favor of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (3) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India / any State Govt. from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm in which they were / are partners. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

26 Employment/Partnership etc., of Retired Railway Employees

As per GCC-2022 and latest amendments to GCC-2022.

27 ARBITRATION: (As per GCC-2022 and latest amendments to GCC-2022)

27.1 Reconciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the "Chief Engineer" or "Divisional Railway Manager" through "Notice of Dispute" provided that no such notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer. Chief Engineer or Divisional Railway Manager shall, within 30 days after receipt of the Contractor's "Notice of Dispute", notify the name of conciliator(s) to the Contractor.

The Conciliator(s) shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on a settlement of the dispute, they shall draw up and sign a written settlement agreement duly signed by Engineer In-charge, Contractor and conciliator(s). When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated:

By the signing of the settlement agreement by the parties on the date of agreement; or

- By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of

declaration; or

- By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

27.2 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor's representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 8, 18, 22(5), 39, 43(2), 45(a), 55, 55-A (5), 57, 57A, 61(1), 61(2) and 62(1) of Standard General Conditions of Contract or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.

27.3 (1) Demand for Arbitration:

(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(1)(iii)(c): The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

(3): Appointment of Arbitrator:

(3)(a): Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

(3)(a)(i): In cases where the total value of all claims in question added together does not exceed ₹ 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empaneled

to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

3.(a). iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added together exceed ₹ 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empaneled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of

dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

(3)(c)(ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted based on documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

3(c)(iii): (i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) (i) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 64.(3)(a)(i), 64.(3)(a)(ii), 64.(3)(b)(i) & 64.(3)(b)(ii) above, due care shall be taken that he/they is/are not

the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure- XVI shall be taken from Arbitrators also. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrators had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

(3)(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

(3)(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

(3)(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

(4): In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

(5): Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

(6): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the format given at Annexure XV to these condition after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(7) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

29. PROVISIONS OF CONTRACT LABOUR REGULATION AND ABOLITION ACT:

- i. The Contractor shall comply with the provisions of the Contract Labor Regulation and Abolition act 1970 and the Contract Labor Regulation and Abolition Central Rules, 1971, as modified from time to time, wherever applicable, and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the rules.
- ii. The Contractor shall pay to labor employed by him, directly or through Sub-contractors, the wages as per provisions of the aforesaid Act and the rules, wherever applicable. The Contractor shall, notwithstanding the provisions of the contract, cause to be paid the wages to labor indirectly engaged on the work including any engaged by his sub-contractors in connection with the said work, as if the labor has been immediately employed by him.
- iii. In respect of all labor directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the rules wherever applicable.

30. Minimum Wages Act, Labor Laws:

- a) The contractor shall comply with all the legal provisions pertaining to industrial labor and hours of employment regulations in force. The wages to be paid to the contractor's staff shall necessarily be in accordance with the provisions of the MINIMUM WAGES ACT, 1948 as amended from time to time. The risk to the life and limb of the contractor's staff shall be covered by the contractor by way of an insurance policy. Compensation to the contractor's staff in case of accidents or otherwise shall be made by the contractor only. **Further it is the responsibility of the contractor to ensure that the provisions of the Contract Labor (Regulation and abolition) Act/Rule are not violated.**
- b) The contractor should submit a proof of having paid Minimum wages to the labor engaged by him as per the Minimum Wages Act during the contract period.

31. Jurisdiction of the Courts: The courts of the place where the contract has been entered by South Central Railway i.e., courts of Nanded shall alone have the Jurisdiction to decide any dispute arising out of or in the respect of the contract.

32. Subletting and Assignment: Subletting of work or part of the work in any manner is not permitted without specific permission in writing of Railway. Any breach of this condition shall make the contractor liable for terminating the contract and forfeiting Security deposit and en-cashing the performance guarantee.

Clause 7 of Standard General Conditions of Contract (Part-II) clearly specify that the Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission

in writing of the Railway. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of GCC and also render the contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation provided always that execution of the details of the work by petty contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

- 33. Accidents:** The Bidder shall indemnify and keep the Purchaser/Consignee Indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any death or injury sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the acts or omission of the Bidder's his agents or his staff during the execution of this contract irrespective of whether such liability arises under the Workman's Compensation act, or Fatal Accident Act or Factory Act or Payment of Wages Act or any other statute in force for the time being. Railway will not be responsible for any accident (fatal or non-fatal) or injury to any personnel of the contractor or any financial implications, arising there upon.

In case of Injury or accidents/deaths of contractor staff, the full responsibility, and all consequences thereof, shall lie with the contractor only. The Railways shall pay no compensation whatsoever in this regard. Any litigation or any law-and-order problems arising due to accidents or deaths shall be the total responsibility of the contractor. The Railway shall not bear any responsibility and the Railway will not pay any compensations.

34. Additional conditions / precautions:

- a. When the work required to be carrying out on the track itself or as close to the track as may pose a hazard to rail traffic. The work shall be carried out under the supervision of an authorized Railway representative only.
- b. During the execution of the works, the contractor or his representative shall not leave the site where the works are being carried out. At the site of work the contractor shall always make available one representative who shall be approved by Railway administration who shall be invested with adequate powers by the contractor so that orders or instructions given to the said representative by the Railway Administration in writing could be considered as duly given or conveyed to the contractor himself. Representative of the Railway will check up the work from time to time.
- c. Whenever the cable route is extremely near or over the embankment due to non-availability of space, the route marking shall be given in consultation with Railway Civil Engineering Officials. In these stretches the contractor shall complete the work in minimum possible time.

- d. The progress of trenching, availability of cable, bricks, pipes etc. shall be closely coordinated to ensure that the trenches remain open for minimum possible time.
- e. Whenever the track crossing is to be done, the same shall be done in least possible time in the presence of Railway Civil Engineering representative.
- f. The contractor shall not allow any road vehicle belonging to him or his suppliers etc. to ply in Railway land next to the running line. If permitted by Railway Administration for execution of certain works such as supply of ballast, sand etc. the following precautions must be taken by the contractor in the presence of Rly. representative.
 - i) The road vehicles will ply only between sunrise and sunset.
 - ii) Nominated vehicle and drivers will be utilized for work in the presence of at least one flagman and one supervisor certified for such work.
 - iii) The vehicles shall ply 6.0 Mtrs. Clear track. Any movement/work at less than 6 Mtrs. And up to minimum 3 Mtrs. Clear of track centre shall be done only in the presence of Rly. Employee authorized by Engineer-in-charge. No part of the road vehicle allowed at less than 3.5 Mtrs. from the track center.
 - iv) The contractor shall remain fully responsible for ensuring safety and in case of any accident, shall bear cost of all damages to his equipment and men and also damages to Railway and its passengers.
- g. Vehicles and equipment of contractors can be drafted by Railway Administration in case of accidents / natural calamities involving human lives.
- h. It shall be the responsibility of the contractor to keep in safe custody, any railway materials, plant or equipment issued for the work.
- i. Within the station premises and especially on passenger platforms the contractor shall ensure sufficient free space for movement of passenger traffic. He must cover and protect the excavations carried out in such areas with a view to avoid any accidents.
- j. The works must be carried out most carefully in such a way that they do not hinder the Railway operation except as agreed to by the Railway.
- k. The contractor shall abide by the Indian Electricity Act and the Indian Electricity Rules as amended from time to time. When not in use, no electrical apparatus which is liable to be a source of danger shall remain electrically charged.

35. IMPORTANT NOTE: During execution of work, the Bidder should assess the variation in quantity of items if any and should obtain prior approval of Senior Divisional Electrical Engineer through the Railway engineer at site.

Bidder(s) shall go through the above particulars, instructions fully and understand and accept. He/She/They is/are bound by all the conditions referred in above.

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SCHEDULE OF RATES

Tender No. NED-E-06-2026-27

Schedule A- Nanded Division- Provision of Solar Pumps, Solar Street Lights and Energy Savers over the division.

S. No	Description of Work	Qty	Unit	Rate	Total
1	Supply, Installation, Testing & Commissioning of 5 HP Solar Deep Well (Submersible) Pumping System with D.C. Motor /PMSM/SRM consists of solar photovoltaic array, solar photovoltaic pump controller, submersible motor pump set module monitoring system, tracking system (Remote Monitoring System (RMS)), earthing system, DC cabling, lightning protection, and surge protection device as per MNRE Guidelines Complete in all respects including civil works	5	Set	499500	2497500
2	Supply, fixing, testing and connecting of Energy Saver for air conditioning units for 2T Capacity having memory based micro controller, with Dual sensor & display for room and coil temperature, measures room/coil /ambient temperatures features A 10-PT programmable menu and a remote to change your set temperature, which constantly analyses the temperature transfer profiles between the air and evaporator coil. Make: Airtron or equivalent.	10	Set	11847	118470
3	Supply, fixing, testing and connecting Energy Saver for air conditioning units for 1.5T Capacity having memory based micro controller, with Dual sensor & display for room and coil temperature, measures room / coil / ambient temperatures - features A 10-PT programmable menu and a remote to change your set temperature, which instantly analyses the temperature transfer profiles between the air and evaporator coil.	30	Set	11611	348330
4	Supply, Erection, Commissioning of 63A/100A 4 Pole ELCB/RCCB 6 KA with 100mA sensitivity as per the direction of the engineer at site.	100	Nos	3724	372400
5	Supply, fixing, and commissioning of RCCB 40A DP with 30mA sensitivity	100	Nos	2344	234400
6	Supply, erection, testing and commissioning of Solar Standalone Street Light system including LED street Light= 36W, with in-built Solar charge controller, 1 No SPV Panel =150Wp, 1 No GEL Battery = 75 Ah (2 days Backup), GI Tubular Pole 6M with MPPT (Maximum power point Tracker) (2 Days Backup) with necessary arrangement for foundation.	50	Nos	54205	2710250
	Total Material and Labour Cost				6281350

Note: above Schedule Rates are inclusive of GST.

NOTE ON PRICE SCHEDULE

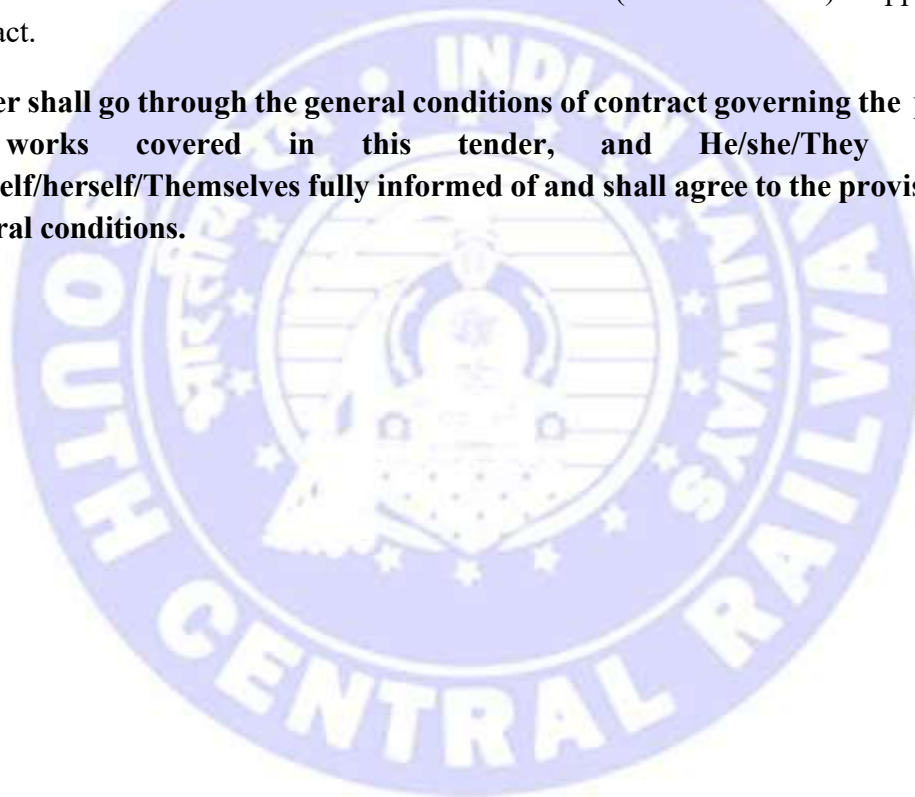
1. The rates shall also be inclusive of accessories, fittings, clamps, supportive pipes, bolts, and nuts etc.
2. The rates quoted shall be NET and firm inclusive of all taxes, duties, transport charges etc. both in figures and words.
3. The tenderers are requested to inspect the site before quoting.
4. The contractors are requested to visit the site before procurement of cables to assess the exact requirement of cables.
5. Tenderers must specifically mention the brands offered and relevant technical details specifications, catalogues etc.
6. The exact locations of the work will be shown by the engineer at site.
7. The contractor at his own cost shall make good any damages during the execution of work.
8. The successful tenderer should submit the sample to Sr. DEE/M/NED and obtain the approval for each item before procuring in lot.
9. All the fittings/equipment/materials shall be provided of preferred makes as mentioned in Schedule. If preferred, make is not mentioned or if contractor wants to supply products of other than preferred make, then a sample with relevant test certificates to be approved by Sr. DEE/M/NED for quality purpose.
10. The contractor shall provide all approved makes/models. However, the samples of all items/technical details etc. covered in the contract are necessarily to be got approved by Sr. Divnl. Elect. Engineer/Asst. Divnl. Elec. Engineer/NED before supplying/execution of work.
11. The work shall be executed as per the directions of the site Engineers of Railways.
12. Earthing arrangements shall be as per Railway specifications/standards.
13. Any doubts on purview of scope of work shall be got clarified personally from Division Executive i.e., Sr. Divl. Elect. Engr./Nanded to get better understanding on scope/essence of the contract.

Tenderer shall agree to abide by the extant rules and regulations of Railways, stipulated general conditions of the contract and the rules laid down in special conditions of the contract.

GENERAL CONDITIONS OF CONTRACT

1. “The General Conditions of Contract” governing the performance of the works covered by this tender “Standard General Conditions of Contract in use in General in the South- Central Railway “as amended from time to time” is applicable. The copy of the booklet incorporating above general conditions of the contract may be verified from the office of the Senior Divisional Elec. Engineer/Maintenance/Nanded Division, South central Railway at DRM Complex, Sanghvi Naka, Nanded, Maharashtra.
2. By submission of this letter, it would be deemed that the Bidder has kept himself fully informed of the provisions of the General Conditions of Contract including all corrections and amendments issued up to the date of tender notice.
3. Railway Board vide their letter No. 2022/CE-I/CT/GCC-2022/Policy dated 27-04-2022 has issued Amendment to General Conditions of Contract (works contracts) is applicable to this contract.

Bidder shall go through the general conditions of contract governing the performance of works covered in this tender, and He/she/They shall keep himself/herself/Themselves fully informed of and shall agree to the provisions of these general conditions.



INSPECTION OF ITEMS

I) List of items identified for inspection of RITES irrespective of Value

S. No.	Item
1.	D. G. Sets above 10 KVA capacity
2.	Transformers for substations
3.	Outdoor 11 kV/ 33 kV Circuit Breakers
4.	Solar PV panel above 1 KWp
5.	Package Substation
6.	Hybrid Solar PV & wind system
7.	Escalators and Elevators
8.	Modular chilled water coolers
9.	Portals for lighting purpose
10.	CLS panels
11.	High Mast towers

II) List of items identified for more than ₹.5 Lakhs for inspection of RITES

S. No.	Item
1	Distribution Boards / Panel boards
2	Sockets/Switches/Concealed or surface GI Boxes/Regulators/Angle holders / ceiling rose
3	LT cables under Rate Contract
4	LT Switch gears/Fuse units/Change over switches
5	RCC spun pipes
6	Cross arms
7	Polycarbonate boxes
8	PVC/metallic conduit pipes, PVC Casing & Capping channels and their accessories
9	Maintenance free earthing materials/GI Pipe earthings/GI Flat earthing
10	Sheet Mould Compound (SMC)/GI/Track lead Junction Boxes
11	Cable trays and associated accessories
12	LV transformers used for distribution purpose
13	Signage Boards
14	Occupancy sensors
15	BD siren
16	Air coolers
17	Hot water geysers
18	Stabilizers / voltage regulators
19	GI ducting/Grills/Dampers/Valves/Pumps/M S pipes etc. related to Chillers/Package units
20	CLS panel Accessories
21	Evaporative air-cooling system
22	Solar water heating systems under Rate contract
23	GI/HDPE/Composite/CPVC pipes
24	T5/MH/CFL/HPSV/Induction/Luminaries and lamps/Electronic ballast
25	PVC Copper/aluminium wires/Flat cables
26	Invertors / Convertors / Solar Charge controllers

27	UPS
28	LED based Luminaries/ Power supply units
29	Water coolers
30	Soft starters
31	Centrifugal /Submersible / Jet / Booster Pumps
32	VVF, VF, VVVF drives
33	HT equipment AB switches / Dropout fuses / LA sets
34	Air conditioners / Curtains
35	Pre-cooling sockets
36	HT cables & LT UG Cables
37	Chillers Plants / Package Units / AHUs
38	Battery Chargers
39	Conical / Swaged poles along with brackets
40	GSM/ GPRS related automation equipment
41	Ceiling / Exhaust / Axial flow fans/ Air circulators
42	Electric Motors
43	Metering equipment
44	Cable termination Kits
45	ACSR Conductor / Insulators
46	Capacitor banks / APFC Panels
47	Power savers / Energy saving equipment
48	AVRs
49	Fire alarm system
50	Lead Acid / Ni-cd/VRLA/SMF type Batteries

NOTE: 1. All other items which are not covered in the list I & II having value above Rs.5 lakhs required RITES inspection.

2. Items costs below 5 lakhs mentioned in in the list -II will be inspected by consignee. For consignee inspection, the firm should submit Guarantee/Warranty certificate, Test certificate from OEM.

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SCOPE OF WORK & SPECIFICATIONS

Name of work: Nanded Division- Provision of Solar Pumps, Solar Street Lights and Energy Savers over the division.

Schedule A

Item 1

Supply, Installation, Testing & Commissioning of 5 HP Solar Deep Well (Submersible) Pumping System with D.C. Motor /PMSM/SRM consists of solar photovoltaic array, solar photovoltaic pump controller, submersible motor pump set module monitoring system, tracking system (Remote Monitoring System (RMS)), earthing system, DC cabling, lightning protection, and surge protection device as per MNRE Guidelines Complete in all respects including civil works.

The PV modules shall be installed with the necessary tilt with the most effective orientation. All related & required civil works, module mounting structures etc. will be the responsibility of successful tenderer.

Power of Solar Photovoltaic (PV) Array -4800 Wp

Motor Pump-Set Capacity – 5HP

Item 2

Supply, fixing, testing and connecting of Energy Saver for air conditioning units for 2T Capacity having memory based micro controller, with Dual sensor & display for room and coil temperature, measures room/coil /ambient temperatures feature A 10-PT programmable menu and a remote to change your set temperature, which constantly analyses the temperature transfer profiles between the air and evaporator coil. Make: Airtron or equivalent.

Item 3

Supply, fixing, testing and connecting Energy Saver for air conditioning units for 1.5T Capacity having memory based micro controller, with Dual sensor & display for room and coil temperature, measures room / coil / ambient temperatures - features A 10-PT programmable menu and a remote to change your set temperature, which instantly analyses the temperature transfer profiles between the air and evaporator coil.

Item 4

Supply, Erection, Commissioning of 63A/100A 4 Pole ELCB/RCCB 6 KA with 100mA sensitivity as per the direction of the engineer at site. Make: Havells/Legrand/L&T/ABB/Indo Asian or similar

Item 5

Supply, fixing, and commissioning of RCCB 40A DP with 30mA sensitivity. Make: Havells/Legrand/L&T/ABB/Indo Asian or similar

Item 6

Supply, erection, testing and commissioning of Solar Standalone Street Light system including LED street Light= 36W, with in-built Solar charge controller, 1 No SPV Panel =150Wp, 1 No GEL Battery = 75 Ah (2 days Backup), GI Tubular Pole 6M with MPPT (Maximum power point Tracker) (2 Days Backup) with necessary arrangement for foundation.

IMPORTANT NOTE:

- a) The electrical equipment shall properly be earthed.
- b) The wiring undertaken shall comply with IE rules and acts.
- c) The execution of work shall be carried out in conformity with latest instructions and maintenance manuals of Railways with the approval of Railways nominated engineer/supervisor.
- d) After excavation and laying of the cable in every type of soil, ground surface leveling must be done and it should be concreted if it is a road crossing and wherever required.
- e) The cable route markers/indicators shall be strictly laid as per the specification/ drawing and instructions of the Railway site Engineer.
- f) Materials to be supplied as per latest RDSO Specification wherever applicable. Manufacturer's test certificate should be submitted duly proving the RDSO's Specification.
- g) In case any contradiction with RDSO Specification, the RDSO specifications will prevail.
- h) Materials to be supplied as per the corresponding specification/standards (latest at the time of opening of tender) of each item (wherever applicable).

In this regard a test certificate issued by Govt. Recognized institute shall be submitted along with the material before execution of the work stating that the material is in line with the corresponding specification/standards (latest at the time of opening of tender). (Wherever applicable).

- i) Necessary charges for RITES inspection shall be at contractor's cost only.
- j) The tenderer / contractor must make his own arrangements for loading, handling, transportation and unloading of the materials to the work spot.
- k) The latest updated specifications are available at RDSO website www.rdsso.gov.in.
- l) The tenderers may verify the RDSO Specification/Draft specification available at Sr.DEE/NED's office.
- m) **If any deviation arises in specification/ scope of work, Sr.DEE/M/NED's decision will be the final.**

Tenderer shall go through the detailed specification/scope of work as mentioned above and ensure that the work will be executed, supply and install the above material as per the specification laid down for the concerned item.

PROFORMA***ENGINEERING ORGANISATION AVAILABLE ON HAND.***

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM ABOVE.

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE.

(A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ENCLOSED).

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

SIGNATURE OF THE BIDDER (S):
NAME OF THE BIDDER:

1. PLANT & MACHINERY AVAILABLE ON HAND.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	Purchase Bill No. & Date and Registration particulars
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

3. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM OUTSIDE.

Sl. No.	Particulars of machinery, Plant & equipment	No. of Units	Kind and make	Capacity	Age and Condition	Approx. cost in Rs. in lakhs	If to be purchased give likely date of receipt and supplier's Name.
01	02	03	04	05	06	07	08
A							
B							
C							
Z							

SIGNATURE OF THE BIDDER (S):
NAME OF THE BIDDER:

LIST OF COMPLETED WORKS BY THE BIDDER

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

SIGNATURE OF THE BIDDER (S):

NAME OF THE BIDDER

LIST OF WORKS ON HAND WITH THE BIDDER

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

SIGNATURE OF THE BIDDER (S):

NAME OF THE BIDDER

EXPERIENCE CERTIFICATE

S. No.	Work Details	Details
1	Name of Work	
2	Agreement Number, date, and Name of the Agency.	
3	Agreement Value in Rupees (in words and figures)	
4	Due date of completion	
5	Number of Extensions granted	
6	Actual date of completion of work	
7	Value of Final Bill if passed (in words)	
8	Work completed but Final measurements not recorded a) Amount paid so far as in CC Bill No.	
9	Work completed; Final measurements recorded with negative variation. a) Amount so far paid as in CC Bill No.	
10	Work completed if Final measurements recorded with positive variation which is not sanctioned yet original agreement value or last sanctioned agreement value whichever is lower	

Note:

- 1) This certificate in this proforma is to be issued only for physically **Completed work.**
- 2) This certificate to be issued by an officer not below the rank of JA Grade or bill passing officer in Railways and Bill passing Officer/Executive In- charge of work in other government department/Govt. bodies /Public sector undertaking. The certificate should bear the signature and seal of the issuing officer, name of the department etc.

Signature :
 Name of Officer :
 Designation :
 Address :
 Office Seal :
 Phone/Fax No. :
 Date :

CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD**TO WHOM SO EVER CONCERNED**

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)				
S.N.	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 :

Name of CA :

Registration No :

CHECK LIST OF DOUCEMENTS TO BE SUBMITTED ALONG WITH TENDERS.

1	Bidder details:	
1.1	Name of the Bidder	
1.2	Identification of Bidder i. In case of Partnership Firm: The Bidder shall submit (i) a copy of partnership deed (ii) a copy of power of attorney (duly registered as per prevailing law) in favor of an individual to sign the tender document and create liability against the firm. ii. In case of JV: The Bidder shall submit documents as mentioned in clause No.17 of the tender form (second sheet) of IRSGCC, April-2022 iii. In case of Company: The Bidder shall submit (i) the copies of MOA (Memorandum of association) AOA (Articles of association) of the company and (ii) a copy of authorization/power of attorney issued by the company (backed by the resolution of board of directors) in favor of the individual to sign the tender on behalf of the company and create liability against the company. iv. In case of proprietary Firm: A copy of registration/ Income tax/PAN No for filling returns self-attested.	
2	Particulars of on-line payment/RTGS submitted towards cost of tender form	
3	Particulars of on-line payment/RTGS submitted towards EMD	
4	Engineering Organization in Annexure “A”	
5	List of plants and machinery in Annexure “B”	
6	List of works completed during the last 3 Financial Years Annexure ‘C’	
7	List of works on hand with tenders in Annexure “D”	
8	Attested copy of Experience Certificate in Annexure ‘E’	
9	Attested copy of certificate showing contractual amount received during the last three financial years and current financial year Annexure ‘F’.	
10	NEFT Mandate form	
11	Registration number of GST/ VAT	
12	Any other information / Certificates required as per Tender document.	
13	Total number of annexures submitted (Number of pages)	

Address

Phone No:

NEFT FORM

To,
The Sr. DFM/Nanded Division,
SOUTH CENTRAL RAILWAY,
NANDED.

Sir,

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

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

(Bidder should note that the above particulars are necessarily to be provided for return of EMD, SD & Other payments due to the Bidder during execution and on completion of work).

Certified that the above indicated particulars are true.

Request letter from Executive branch to Account's office for opening of LC

Office of....

....Railway

Dtd:-

No.....

.....

The PFA/Sr.DFM/Dy.FA
HQ/Division/Workshop/Cost

Sub:- Opening of LC

Ref:- Supply order/Contract Agreement No.

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

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

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

- (xi) Validity / Period for which LC is to be opened.

(Signature)

Name:

Designation:

Official Seal

**LCDA No. (18 DIGIT IPAS GENERATED
NO.)**

Dated:

DOCUMENT OF AUTHORIZATION

Reference : (i) Works Contract/Supply Contract No..... Dated.....

**(ii) Inland Letter of Credit No.....
dated.....**

**The document is issued against contract No..... (FROM IREPS).....
dated..... For supply/work of (DESCRIPTION OF
GOODS/WORK FROM IREPS).....**

**The beneficiary of the aforementioned Letter of Credit M/s (Name and Vendor
Code)... (Vendor code..... as per IREPS.....) is entitled to receive payment aggregating
INR.....\$\$\$.....(FROM ABSTRACT OF BILL PASSED).. out of a total LC amount of
INR.....(FROM MASTER TABLE OF LC OPENED)..... against
the first/second” commercial Invoice No. (FROM IPAS)dated
.....FROM IPAS..... For INR (FROM IPAS)..... raised against the
above contract from State Bank of India..... (branch..FROM LC MASTER
TABLE)..... on the strength of this certificate.**

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

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

THIS PAYMENT:-.....\$\$\$.....

LC BALANCE AFTER THIS PAYMENT:.....

(Signature of authorized Railway authority)

Name:

Designation:

Official Seal:

MODEL FORM OF PERFORMANCE GUARANTEE

To,

Senior Divisional Finance Manager,
Nanded division,
South Central Railway.

In consideration of the President of India acting through Senior Divisional Electrical Engineer/Nanded division, South Central Railway (herein after called “the Government”) having awarded to (M/s.....) {herein after called the said contractor(s)} the contract No..... dated valued at Rs..... for the work of “.....” (herein after called as the “Agreement” and the contractor having agreed to provide a Performance Guarantee for the faithful performance of the contract equivalent to 5% of the value of the contract i.e., for Rs..... (Rupeesonly) to the Government.

2) We.....(indicate the name of the bank) hereafter referred to as “the bank” at the request of (Contractor(s)) do hereby under take to pay the Government an amount not exceeding Rs.....(in words Rs.....) against any loss of damage caused to suffered or would be caused suffered by the Government reason of any breach by the said contractors of any of the terms or conditions contained in the said agreement.

3) We undertake to keep the performance guarantee in force till the satisfactory completion of the work and maintenance period is over i.e., (mention date...) adding contract period + maintenance period).

We,.....(name of the bank) do hereby, undertake to pay the amount 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 and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said contract. 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 is restricted to an amount not exceeding `.....

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

5) We,.....(name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of contract 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 it claims satisfied or discharged or till Senior Divisional signal & Telecom Engineer Nanded Division. South Central Railway, Nanded. Ministry of Railways certifies that the terms and conditions of the said contract 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 us in writing on or before the ... (date), we shall be discharged from our liability under this guarantee thereafter.

6) We.....(name of the bank) 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) and to forbear 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 omission 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.

This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s) supplier(s)

7) We,....(name of the bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Notwithstanding anything contained herein above:

Our liability under this Bank Guarantee shall not exceed Rs _____
(Rupees _____)

This Bank Guarantee shall be valid up to _____.

8. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if only you serve upon us a written claim or demand on or before _____.

For _____ (Bank)
(With seal and address signed by
authorized signatory of the Bank)

Witness:

.....
.....

Note: Each page should be signed by the banker if the bond is in several pages.

INDEMNITY BOND

1. This deed of Indemnity is executed on the day of _____ by M/s: _____, which expression includes his successors and assignees, in favor of the President of India acting through Sr. Divisional Electrical Engineer/Maintenance the Purchaser, South Central Railway, Secunderabad (herein after called the 'Railway').
2. Whereas the parties hereto have entered into an agreement vide acceptance letter/Agreement No. _____ dt _____ for the purpose of executing the said contract until such time the materials herein after mentioned are fully erected or otherwise and handed over to the Railway.
3. Whereas we, M/s: _____ are required to hold in custody for and on behalf of the Railway in trust give here the list of items for the purpose of executing the said contract until such time the materials are duly erect and or handed over to Railway.
4. Whereas we, M/s: _____ are required to furnish an Indemnity Bond.
5. Now by this Indemnity Bond we hereby undertake that we hold in my custody for and on behalf of the President of India and his property in trust of the said materials handed over to us for the purpose of execution of the said contract until such time the materials are duly erected or otherwise handed over to the Railway.
6. We shall be entirely responsible for the safe custody and protection of the said materials against all risks till they are duly erected and or otherwise delivered to the concerned depots or to any other Officer as he may direct otherwise, and shall Indemnify the Railway against any loss, damage, or deterioration in respect of the said materials which are in my possession.
7. The said materials shall always to open for inspection by any authorized officer of the Railway.
8. Should any loss or damage or deterioration occur or refund becomes due, the President of India shall be entitled to recover from us compensation for such loss or damage or deterioration the amount is to be refunded without prejudice to any other remedies available to Railway and also by deduction from any sum due or any sum which at any time hereafter may become due to us for this work or under any other contract with any other department of the Railway.
9. The value of the above materials for the purpose of indemnity Bond that can be claimed under this Indemnity Bond shall not exceed Rs. _____/-(Rupees only).
10. In the event of any loss or damage or deterioration as aforesaid the assessment of such loss or damage or deterioration, the assessment of compensation therefore would be made by the President of India or by his authorized Nominee and the said assessment shall be final and binding upon us.
11. In witness whereof we, M/s: _____ have executed this Indemnity Bond on the date, month and year final written at _____ dated this _____.

Signature of Tenderer

ANNEXURE-V(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:

*** **

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 _____ hereinafter called the
contractor, for the work of _____” under invitation for bids No _____ Dated
_____, Vide Letter of Acceptance No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of _____
(_____ Rupees 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 authorized person of the Surety*}, have, at the request of the
M/s. _____ 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(Rupees 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 Contactor.
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 (*date of issue*).
The Bond and our obligations under it will expire on(*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 totaling 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 _____ **(Rupees Only).**
- b. This Surety Bond shall be valid up to _____ *(being the date of expiry)*;
- c. Unless the bank is served a written claim or demand on or before _____ *(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

2. 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.

(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank

hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of

issue]till

.....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

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

IFSC CODE	:	
IFSC TYPE	:	
BANK NAME	:	
BRANCH NAME	:	
CITY NAME	:	
ADDRESS	:	
DISTRICT	:	
STATE	:	
BC 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.