

**ANNEXURE -“I”****CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH E-TENDERS.**

(Tenders are requested to give certificates and or put(tick)mark where ever applicable)

1	Tenderer details:
1.1	Name of the Tenderer:
1.2	<u>Identification of Tenderer:</u> i. In case of Proprietary Firm: ii. In case of HUF: iii. In case of Partnership Firm: iv. In case of Company: v. In case of Limited Liability Partnership (LLP): vi. In case of Registered Society & Registered Trust: <u>NOTE: The Tenderers should submit the required documents as mentioned in IRGCC April, 2022 - Part-I vide clause Nos.14, 15, & 18.</u>
2	Particular to Online payment/RTGS/Bank Guarantee submitted towards Bid Security
3	Engineering Organization as per details given in Annexure – “A”
4	List of Plants & Machinery in format as per Annexure – “B”
5	List of works completed during the last three Financial Years as per details given in Annexure – “C”
6	List of Works on Hand in Annexure – “D”
7	Attested copy of Certificate showing contractual amount as per details given in Annexure – “VIB”
8	Certificate to be uploaded by tenderer along with the tender documents in Annexure-V
9	An Undertaking with regard to not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India, etc.
10	NEFT MANDATE FORM
11	Registration number of GST
12	Any other information / certificates required as per Tender document.

Note: All terms and conditions are applicable as per latest GCC and its modifications from time to time.

Address:

Phone No:

Signature of Tenderer/Contractor



NOTE TO TENDERERS

- 1) **Payment of Bid Security:** Payment of Bid Security, in respect of e-tendering, should be accepted through net banking or payment gateway or as mentioned in para 6.1 of guidance of contractors.
- 2) Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorised representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.
- 3) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
- 4) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is splitted as under:
 - (a) **Advertisement period:** Time during which all information pertaining to tender shall be available but offers cannot be submitted.
 - (b) **Offer submission period:** Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers.
- 5) **The prospective tenderers are advised to visit website “<http://www.ireps.gov.in>” before the date of tender closing to note any changes/corrigenda for any tender.**
- 6) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- 7) The tenderers are required to submit their offer on line **ONLY** before tender closing time and date as mentioned in the tender document.
- 8) The tenders will be opened after closing date and time mentioned in the tender document.
- 9) *If the date of opening happens to be a holiday, the tenders will be opened on the next working day.*
- 10) **Warning:** It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/ alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.
- 11) If any plan/drawing is attached with the tender form, Rs.200/- for plan/drawing will be levied extra.
- 12) **USSOR of SCR-HQ-IR-USSOR 2021-3-ver-1 is applicable to South Coast Railway also.**
- 13) The Tender Notice is displayed in the Notice Board located in the office of PCE, VIth Floor, VMRDA's Deck, Siripuram junction, Visakhapatnam-530003 which can be seen on all working days.

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



1.0. ELIGIBILITY CRITERIA:

(FOR WORKS WHOSE ADVERTISED TENDER VALUE IS COSTING ABOVE RS.50 LAKHS).
For Tenders of value more than Rs.10 Crore, JV Firm is eligible for the Tender subject to fulfillment of Technical and Financial eligibility as per IRGCC –April-2022.

1.1	Technical eligibility	<p><u>THE FOLLOWING ELIGIBILITY CRITERIA WILL BE APPLICABLE FOR THE TENDERED WORK:</u></p> <p>RDSO certified USFD machines SRT/DRT/Hand held testing equipment with B-scan facility equipped with 9 channels and two extra 37 degree probes for the testing is mandatory. To ensure it , the contractor must provide documentary evidence of</p> <p>(i) Owning of, a minimum of 14 nos of SRT (or) 7 nos of DRT of RDSO <u>certified</u> machines</p> <p style="text-align: center;">OR</p> <p>(ii) Proof of entering into MOU with manufacturer/supplier of RDSO approved vendor for required no. of RDSO <u>certified</u> machines as specified in (i) above.</p> <p><u>Note :</u> for both (i) & (ii) above, copy of Test Reports (i.e, certificate) issued by RDSO for the machines owned by the owner/ manufacturer/supplier of the machine must be furnished as documentary evidence in the tender itself, otherwise the offer will be summarily rejected.</p>
1.2	Financial Eligibility	<p><u>Eligibility in terms of Turnover:</u> The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less ; where</p> <p>V= Advertised value of the tender in crores of Rupees</p> <p>N= Number of years prescribed for completion of work for which bids have been invited.</p> <p>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.</p>
		<p>Tenderers should upload/submit to this effect any of the following authentic documents/certificates as per for evaluating the above financial eligibility criteria:</p> <p>(a) Attested Certificates(s) issued by Executive or Nominated Authority of the government Departments or Semi- Government/Public Sector Undertakings for the value of the work done for them during the qualifying period. Agreement-wise and Date-wise or attested photo copy of such certificates. Such certificates will be accepted only from Govt. /Govt. bodies /PSU authorities. Certificates issued by Private Bodies will not be considered.</p> <p>(b) Audited Balance Sheets clearly indicating contractual receipts from the works done for Govt./Govt. bodies/PSUs/Pvt. Organisation in the P&L Account of the balance sheet duly certified by the Chartered Accountant for the completed Financial years/Certificate from Chartered Accountant duly supported by Audited Balance sheet.</p>



	<p>NOTE:</p> <p>(i) Financial Year shall normally, be reckoned as 1st April to 31st March of the Next Year. However, for Turnover Criteria, the Financial Year as applicable to the Company/Tenderer is to be considered, if it defers from the above.</p> <p>(ii) Current Financial year is reckoned as the incomplete Financial year in which the date of tender submission falls.</p> <p>(iii) Chartered Accountant statements duly indicating yearly receipts will not be considered until and unless backed by Audited Balance Sheets, Profit & loss account statements.</p> <p>(iv) If the tenderer is not accompanied by the certificates(s) in support of financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.</p> <p>(v) Attestation of documents may be self attested or attested by a Gazetted Officer.</p>
1.3	<p>Bid Capacity:</p> <p>The tenderer should upload Bid Capacity for tenders costing more than Rs 20 crore wherein eligibility criteria includes.</p>
Note	<p>The documents attached to the tender document should be clear and legible for evaluation of tenders. Illegible copies will not be considered for evaluation.</p>

Note for Item 1.2:

Client certificate from other than Govt Organization should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

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

Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under: The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

2.0 Clarification on “Eligibility on Annual Contractual Turnover and Details to be furnished along with the Tender Documents”

The tenderer must have minimum average annual contractual turnover of V/N or V whichever is less; where V= Advertised value of the tender in crores of Rupees, N= Number of years prescribed for completion of work for which bids have been invited. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

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

For the completed financial years, the Tenderer can submit for the works done for Govt./Govt. bodies/PSUs/Pvt.Org. either Audited Balance Sheets showing clearly the contractual/work receipts in the Profit & Loss account of the Balance Sheet, duly supported by a Turnover Certificate from Chartered Accountant **having a 18-digit Unique Document Identification Number(UDIN), which is to be generated by Chartered Accountants for any document certified/attested by them** as per the details given in “Annexure-VIB”

Note:

- Chartered Accountant statements duly indicating yearly receipts will not be considered until and unless backed by Audited Balance Sheets.
- If the tender is not accompanied by the certificate(s) in support of financial eligibility as above, the tender shall be rejected. No post-tender correspondence will be entertained.



3.0. Additional Documents to be submitted along with the Tender.

List of personnel organization available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by Tenderer and are to be submitted in the Proforma given in the Annexure-‘A’.

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 tenderer and is to be submitted in the Proforma given in the Annexure-‘B’.

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’.

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.

4.0 A checklist of documents to be submitted at the time of tender submission is given as top sheet in Annexure-I for easy guidance and compliance from prospective Tenderers.

5.0 Certificate Based System of Credential Verification:

(Ref: GCC – April, 2022)

For the works tenders, it has been decided to adopt the Certificate based system of credential verification. The tenderer shall submit along with the tender document, documents in support of his/their claim to fulfill the eligibility criteria as mentioned in the tender document. Each page of the copy of documents/certificates in support of credentials, submitted by the tenderer, shall be self-attested/digitally signed by the tenderer or authorised representative of the tendering firm. Self-attestation shall include signature, stamp and date (on each page). Only those documents which are declared explicitly by the tenderer as “documents supporting the claim of qualifying the laid down eligibility criteria”, will be considered for evaluating his/their tender.

The tenderers shall submit a copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of above certificate by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the qualifying Criteria mentioned in the Tender Document”.

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.

(a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

Delayed/Post Tender Submission of Documents/ information of Mandatory Nature linked to Eligibility Criteria called for at Tender stage:-

The tenderers, who fulfill the conditions stipulated at Para 1.1 of Technical eligibility criteria of the tender document, only need to quote for this tender. Further, who do not enclose Turnover certificate with requisite details and supporting documents as detailed under para 2 above along with their Tender to establish their credentials shall be summarily rejected.

The offer of Tenderer(s) who do not enclose Turnover Certificate with requisite details and supporting



documents as detailed under Para 2 above along with their Tender to establish their credentials shall be summarily rejected, even though they are working contractors or contractors on approved list.

- (i) The offer shall be evaluated only from the certificates / documents (as referred above) submitted along with the tender offer.
- (ii) Any Certificate / Documents offered/submitted/received after the tender opening shall not be given any credit and shall not be considered.
- (iii) ***Tenderer(s) shall note that conditional / alternate offer will not be considered and will summarily be rejected,*** even though such condition makes them as the lowest tenderer.
- (iv) Railway reserves the right to verify the authenticity of the documents / information furnished.

**ANNEXURE-"A"****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 TENDERER (S):
NAME OF THE TENDERER:

**ANNEXURE-“B”****PROFORMA****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 TENDERER (S):

NAME OF THE TENDERER:

**ANNEXURE-“C”****LIST OF COMPLETED WORKS BY THE TENDERER**

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

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



ANEXURE-“D”

LIST OF WORKS ON HAND WITH THE TENDERER

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

SIGNATURE OF THE TENDERER:
NAME OF THE TENDERER:



**CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD
TO WHOMSOEVER CONCERNED**

We _____ are the Auditors for the Firm _____ since last _____ (many) years. On the strength of the above association, we are issuing this certificate to the Firm on the Annual Contractual Turnover during the **last three/four Audited Financial Years** as per Audited Balance Sheets.

It is further certified that advances or loans taken by the Firm in connection with execution of the contracts are not reflected in the contractual receipts from Contracts as indicated below.

Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor’s reports. _____

Signature :
Name of CA :
Address :
Office Seal :
Phone No. :
e.mail :
Date :
Registration Number:
UDIN:



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

I..... (Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of _____as per the tender No. _____of _____(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

** The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer. **This certificate is to be given by each member of JV or Partners of Partnership firm/LLP /etc.**



TENDERER'S CREDENTIALS (BID CAPACITY)

_____ RAILWAY

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

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

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

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

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

Note:

- (a) The Tenderer(s) shall furnish the details of -
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.
- The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and will be **rejected summarily**.
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.



(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: **PFA, South Coast Railway HQ, Visakhapatnam**

Date:.....

Bank Guarantee Bond No.: Date:-----

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

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

AND

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

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



7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

Bank's Seal

2 Signature, Name& address & Seal

[P/Attorney]No.

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



NEFT MANDATORY FORM

1. Name of tenderer(s).....
.....

2. Address for Communication
.....
(support document to be enclosed
viz Aadhar card etc.,)

Cell no: *.....

Fax no.:.....

Email Id:.....

3. Bank Name & Account No.....

4. IFSC Code

Tel/Fax no. of Bank

5. Pan number

(Note: Tenderer should note that the above particulars are necessarily to be provided for return of Bid Security, etc.)

I/We hereby declare that the above information furnished by me/us is true to the best of my/our knowledge.

Signature of Tenderer(s)



TENDER

To

The President of India
Acting through the Principal Chief Engineer,
Divisional Railway Manager,
Senior Divisional Engineer/Divisional Engineer
South Coast Railway

I/We_____have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period **as mentioned in tender document** from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for South Coast 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 months i.e. **as mentioned in tender document** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to- date for the present contract.

3. A Bid Security of Rs _____ **as notified in the tender document** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by _____ Department of Industrial Policy and Promotion (DIPP) and my registration number is _____ valid upto _____
(Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is _____ with _____ and hence required to deposit only 50% of Bid Security.

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

Signature of Witnesses:

- (1) _____
- (2) _____

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)



SOUTH COAST RAILWAY
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20__ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

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

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the

_____ day of _____ 20__ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)

Address _____

Date _____

Railway: Designation _____

(For President of India) Date _____

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

Witnesses:



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

1. Definitions: In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) "Railway" shall mean the President of the Republic of India or the Administrative Officers of the Railway or of the Successor Railway authorized to deal with any matters which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer in-charge of the General Superintendence and Control of the Railway and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the successor Railway.
- (c) "Pr. Chief Engineer": shall mean the Officer-in-charge of the Engineering Department of the South Coast Railway and shall also include the Chief Engineer (Construction), the Engineer-in-charge, and shall mean and include the Chief Engineer, Chief Engineer (Construction), Engineer-in-Chief and of the Successor Railway.
- (d) 'Dy. Chief Engineer': shall mean the Deputy Chief Engineer, Deputy Chief Engineer (Construction) of the South Coast Railway or of the successor Railway.
- (e) "Divisional Railway Manager" shall mean the Officer in-charge of a Division of the Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (f) "Divisional/Senior Divisional Engineer" shall mean the Officer in-charge of a Division of South Coast Railway or of the Successor Railway.
- (g) "Engineer's Representative" shall mean the Assistant Engineer in direct charge of the works and shall include any Sr. Section/Junior Engineer of Civil Engineering Department appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
- (h) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.
- (i) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
- (j) "Works" shall mean the works to be executed in accordance with the contract.
- (k) "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- (l) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes:
 - (1). "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
 - (2). "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.



- (m) "Drawing" shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
- (n) "Contractors authorized Engineer" shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.
- (o) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities.
- (p) "Limited Tenders" shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- (q) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (r) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

2. Singular and plural:

Words imparting the singular number shall also include the plural and vice versa where the context requires.

3. Interpretations:

These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

4. Contractors

A contractor who has not carried out any work so far on this Railway should furnish **credentials** particulars regarding.

- (a) his position as an independent Contractor specifying Engineering organization available with details or Partners / Staff / Engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipments, construction tools and plants etc., required for the work maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;
- (f) his financial position;

5. Omissions & Discrepancies:

Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

6. Tender form (Authority: GCC-April.2022)

Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

Bid security:

- a. Subject to exemptions provided under para 7.0(1) (a) Conditions of Tender 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 as mentioned in tender document 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 the Chief Engineer/Dy. Chief Engineer/Divisional Engineer of South Coast Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

- c. If his tender is accepted,
- (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

- d. In case Contractor submits 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. Care in submission of Tenders

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

8. Right of Railway:

Right of Railway to Deal with Tenders: The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer

- 8A. **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.



- 8B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
- 8C. Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- 8D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 8E. 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.

9. Execution of Contract Document

The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. 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.

10. Form of Contract Document:

Every contract shall be completed in respect of the documents it shall so constitute. Not less than two copies of the contract documents 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). The contract documents required to be executed by the tenderer whose tender is accepted shall be an agreement at **Annexure-**

II



CONDITIONS OF TENDER

- 1 The tenderers, who fulfill the conditions stipulated at **Para 1.1 of eligibility criteria of the tender document, only need to quote for this tender.**
- 2 The contract is governed by "Indian Railways Standard General conditions of Contract – IRSGCC – April 2022 " with latest correction slips as on tender opening date and as per manual for ultrasonic testing of rails and welds revised -2022 with latest correction slips as on tender opening date; along with Indian railway standard specification for ultrasonic testing of rail /welds -revised- 2020 issued by RDSO with latest correction slips as on tender opening date.
3. The Tenderer/Tenderers shall quote % rate above or below as stipulated in the Schedule. The quantity shown in the attached schedule is given for guidance and is approximate only and is subject to variation according to the needs of the Railway. The Railway accepts no responsibility for their accuracy, and the Railway does not guarantee work under the schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing illegible/erasures, alteration and over writing of the tender documents are liable to be rejected.
5. The work is required to be completed within a period of 12 Months from the date of commencement of work as mentioned in letter of acceptance.
6. The tender must be accompanied by a sum as prescribed in the tender notice as bid security deposited and tender document cost in the form mentioned below failing which the tender will not be considered and will be summarily rejected.

BID SECURITY:

- 1 (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under as per ACS 11:

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

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted this Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.



- 2 The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure-VI and shall be valid for a period of 90 days beyond the bid validity period.
- 3 In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
 - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
 - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
 - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
 - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Payment of Bid Security and Tender form: Payment of Bid Security in respect of e-tendering, should be accepted through net banking or payment gateway only.

Tender Form: Tender forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, **Annexure-I**. e-Tender forms shall be issued free of cost to all tenderers.

- 8 The Standing Earnest Money Deposit, if any with the Railway will not be considered for the purpose of this Tender.
- 9 **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
- 10 If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

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.
- 11 If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender 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.
- 12 The bid security for the due performance of the stipulation to keep the offer open till the date specified in the tender will be refunded to the unsuccessful tenderer/ tenderers within a reasonable time.
- 13 The bid security deposited by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfillment of the contract but shall be forfeited if the contractor fails/contractors fail to execute the Agreement Bond or start the work within a reasonable time (to be determined by the Engineer-in-charge) after notification of the acceptance of his/their tender.
- 14 **Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.**
- 15 The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Principal Chief Engineer/Chief Engineer/ Engineer-in- chief/Deputy Chief Engineer (Constructions), Divisional Railway Manager/ Divisional Engineer/ Senior Divisional Engineer of the Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips.



- 16 The Tenderer shall keep the offer open for a minimum period of as mentioned in tender document from the date of opening of tender, within which period the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of Bid Security for due performance of the foregoing stipulations.
- 17 The Administration does not agree to pay Sales Tax in addition to the price quoted.
- 18 Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations. **The validity of negotiated offer shall be kept as 30 days from the date of negotiation or the validity of original offer, whichever is later**

"I/we, _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on my/our original tender shall remain open for acceptance on its original terms and conditions.

I/we also declare that I/we am/are aware that during this negotiation, I/we cannot increase the originally quoted rates against any of the individual items and that in the event of my/our doing so, the same would not be considered at all i.e., reduction in rates during negotiation alone would be considered and for some items if I/we increase the rates, the same would not be considered and in lieu my/our originally quoted rates alone would be considered and my/our offer would be evaluated accordingly. "

19. Documents to be Submitted Along with Tender (GCC- April, 2022)

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

(a) Sole Proprietorship Firm:

- (i) All other documents in terms of explanatory notes in clause 1.0 of Eligibility Criteria.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (ii) All other documents in terms of explanatory notes in clause 1.0 of Eligibility Criteria.

(c) Partnership Firm:

- (i) All documents as mentioned in para 24 below.

(d) Joint Venture (JV): No Joint Venture firms are allowed to participate in this tender as value of the tender is less than Rs 10 Crore.

(e) Company registered under Companies Act 2013:

- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in clause 1.0 of Eligibility Criteria.



(f) LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation.
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) All other documents in terms of explanatory notes in clause 1.0 of Eligibility Criteria.

(g) Registered Society & Registered Trust: The tenderer shall submit:

- (i) A copy of the Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of explanatory notes in clause 1.0 of Eligibility Criteria.

- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF /LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV / Partnership firm etc. 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.

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

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

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



- (a) Should a tenderer
 - i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
 - ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR
 - iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

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

THEN

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

- b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 21.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract.

- d) Restriction on the employment of retired Engineers of Railway services within one year of their retirement: The contractor shall not, if he is a retired Govt. Engineer of Gazetted rank, himself engage in or employ or associate a retired Govt. Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President of India and if the contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of that contract.
- e) At any time after the tender relating to the contract has been signed and submitted by the contractor, being a partnership firm admit as one of its partners or employee under it or being an incorporated company elect or nominate or allow to act as one of its directors or employee under it in any capacity whatsoever any retire Engineer of the Gazetted rank of any other retired Gazetted officer working before his retirement, whether in the executive or administrative capacity, or whether holding any pensionable post or n ot, in the Railways for the time being owned and administered by the President of India before the expiry of one year from the date of retirement from the said service of such Engineer or Officer unless such Engineer or Officer has obtained permission from the President of India or any Officer duly authorized by him in this behalf to become a partner or a director or to take employment under the contract as the case may.

- 22. Should a tenderer or contractor being an individual on the list of approved contractors, have a relative



employed in Gazetted capacity in the Engineering department of the South Coast Railway or in the case of a partnership firm or company incorporated under the Indian company law, should a partner or a relative of the partner or a SHARE HOLDER or a relative of a SHARE HOLDER be employed in Gazetted capacity in the Engineering Department of the South Coast Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders failing which the tender may be rejected or if such fact subsequently comes to light the contract may be rescinded in accordance with the provisions in Clause 62 of the General conditions of the contract.

23. CONSORTIUM AGREEMENTS, JOINT VENTURE AND MOUs SHALL NOT BE CONSIDERED FOR THE TENDER VALUE OF WORKS LESS THAN Rs.10 Crores.

24. Participation of Partnership Firms in works tenders (GCC-April,2022)

The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

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, prior to submission of tender.

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.

Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

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.

The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

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.

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.



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.

(a) Joint and several liabilities:

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

(b) Duration of the partnership deed and partnership firm agreement:

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

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

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

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

- (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry/Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were/are partners/members. Any Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.
- (iv) All other documents in terms of explanatory notes in clause 1.0 of Eligibility Criteria.

Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Clause 1.0 of Eligibility Criteria. **(EXPERIENCE OF INDIVIDUAL PARTNERS WILL NOT BE CONSIDERED)**

25. The Tenderer shall quote rates as percentage “Above/Below/At Par” for each schedule in the respective Tender Schedule(s) only.

26. Tenderers shall note that conditional/alternate offer will not be considered and will summarily be rejected, even though such condition makes them as the lowest tenderer.

27. **Multiple L-1:**

In case of more than one L-1 bidders, tender may be awarded to tender having higher Bid Capacity. In case Bid Capacity is also the same, tenderer having done more value of similar work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award.



28. **“Letter of Credit” as Mode of Payment in Works Tenders or Service Tenders:**

1. **This is applicable only for Tenders whose advertised tender value is Rs.10 lakhs and above.**
2. This is an option for the contractors to take payment from Railways through a Letter of Credit(LC) arrangement and the following are the special conditions.
 - (i) *For all tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.*
 - (ii) *This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.*
 - (iii) *The option so exercised, shall be an integral part of the bidders offer.*
 - (iv) *The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.*
 - (v) *In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC.*
 - (a) *The LC shall be a sight LC.*
 - (b) *The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.*
 - (c) *SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on line requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches,*
 - (d) *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.*
 - (e) *The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.*
 - (f) *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.*
 - (g) *The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure-2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.*
 - (h) *The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.*
 - (i) *The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.*
 - (j) *On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway accounts office to Railways bank (Local SBI branch)*
 - (k) *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 payment as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.*
 - (l) *The payment against LC shall be subject to verification from Railways Bank (Local SBI branch)*
 - (m) *The contractors bank (advising bank) shall, submit the documents to the Railways Bank (SBI local branch)*
 - (n) *The Railways bank (issuing bank) shall, after verifying the claim so received w.r.t the digitally signed Document of Authorization received from Railway Accounts office, release the payment to contractors bank (advising bank) for crediting the same to contractors account.*
 - (o) *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.*



- (p) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor
- (q) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e not through LC
3. For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as Annexure-1.
4. Necessary changes in IREPS and IPAS e- applications have already been carried out, for having option for payment to contractors through LC.

Annexure-1

Request letter from Executive branch to Accounts Office for opening of LC

No. _____ Office of _____
Dated.- _ _ _ _ _ .Railway

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 favour of _____.The details of beneficiary are as under.

- (i) Name of Contractor/Supplier
- (ii) Vender 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/contactor 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 _____

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

The beneficiary of the aforementioned Letter of Credit M/s _____ (NAME AND VENDER 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



GENERAL CONDITIONS OF CONTRACT

- 1 The rates include all lead and if the materials obtained by rail all freight charges including loading charges.

- 2 **Goods and Services Tax (GST)**

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

- i) All the bidders/tenderers should ensure that they are GST complaint and their quoted tax structure/rates are as per GST law
- ii) The responsibility for remitting the Service Tax/ GST lies with the service providers
- iii) All the vendors/ service providers should have GST Registration Number while claiming the Service Tax in their invoice.

GST Rates applicable to various works:

GST as applicable at that time can be applied for works of construction/repair/maintenance/renovation/alteration of staff quarters and is relevant to Zonal Works which are predominantly repair/maintenance works. In case of Zonal Works Contracts involving composite works of repair/maintenance of staff quarters and repair/maintenance of other buildings which are used for business, GST liability to be determined as per section 8(a) of CGST Act of 2017 where “a composite supply comprising two or more supplies, one of which is a principal supply, shall be treated as supply of principal supply”.

Zonal Contracts where there is composite work involving repair/maintenance of staff quarters and service building and need for business, the GST rate should be determined as per section 8(a) of CGST act of 2017. The executive to identify such works contract and rate of GST to be applied accordingly.

Earth work contracts will attract GST rate of 5% as per notification No.31/2017, fulfilling conditions stipulated therein.

3. **Taxes:**

- i) The tenderer shall quote the rate by taking into account all the statutory duties/taxes applicable to the work upto the date of opening of tender. However, the tenderer has to indicate/give breakup of all leviable duties, taxes, cess separately at the time of quoting rates.
- ii) Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway's account subject to production of Govt., notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway's account.
- iii) However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes.
- iv) Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

4. **Performance Guarantee (P.G.): (GCC April,2022):**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date



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

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms:-
- (i) A deposit of Cash;
 - (ii) Irrevocable Bank Guarantee;
 - (iii) Insurance Surety Bond as per Annexure-XVII

Note:-

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

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

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

5.(1) Security Deposit:-

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



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

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

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

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

- (a) Final Payment of the Contract as per clause 51.(1) and
- (b) Signature of Final Supplementary Agreement or Certification by Engineer that Railway has NoClaim on Contractor and

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

5.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 9.(4)(b) of this clause will be payable with interest accrued thereon.

6. PRICE VARIATION CLAUSE: There is No PVC. The price/Rate quoted is Firm Price.

7. DEDUCTION OF INCOME TAX AT SOURCE

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

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

8. LIABILITY OF CONTRACTOR(S) - ANY DAMAGE SUSTAINED BY RAILWAYS DURING ACCIDENTS ETC., CAUSED DUE TO CONTRACTOR(S) FAILURES, FAULT OR NEGLIGENCE.

Railway will post an Engineer-in-charge who may be SSE/SE/JE or Supervisor of any grade at site for Technical Supervision of the work. This Engineer-in-charge will be responsible for safety of the traffic. The work shall be executed by the contractor in a workman like manner to the satisfaction of the Engineer-in-charge. The Contractor



and his labour shall be guided by the instructions of the Engineer-in-Charge. In the event of any accident occurring at the work site and it is established during the departmental enquiry by the Railway or by Statutory enquiry of CRS, that the accident occurred wholly or partly due to any act tantamounting to negligence on the part of the contractor or his labour in not adhering to the instructions of the engineer-in-charge, the contractor shall render himself liable for damages and also legal prosecution if loss of life is involved.

9. DETERMINATION OF CONTRACT: As per clause no. 61 & 62 of IRSGCC- April 2022.

Right of Railway to Determine the Contract: The Railway shall be entitled to determine and terminate the contract at any time should, in the Railway's opinion, the cessation of work becomes necessary owing to paucity of funds or from any other cause whatever, in which case the value of approved materials at site and of work done to date by the Contractor will be paid for in full at the rate specified in the contract. Notice in writing from the Railway of such determination and the reasons therefore shall be conclusive evidence thereof.

10. MODIFICATION TO CLAUSE 63 & 64 OF GENERAL CONDITIONS OF CONTRACT

The Provision of Clause 63 and 64 of the General Conditions of Contract will be applicable only for settlement of claims /disputes, for values less than or equal to 20% of the original value (excluding the cost of materials supplied free by Railway) of the contract or 20% of the actual value of the work done (excluding the value of the work rejected) under the contract whichever is less. When claims/disputes are of value more than 20% of the value of the original contract or 20% of the value of the actual work done under the contract, whichever is less, the contractor will not be entitled to seek such disputes/claims for reference to arbitration and the provisions of Clause No; 63 & 64 of the General Conditions of Contract will not be applicable for referring the disputes to be settled through arbitration.

The Contractor shall furnish his monthly statement of claims as per Clause 43(1) of General Conditions of Contract. But the Contractor should seek reference to arbitration to settle the disputes only once, subject to the conditions as per Para 1.

The Special conditions shall prevail over the existing Clause 63 & 64 of General Conditions of contract.

11. Provisions of “The Building and other construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and “The Building and other Construction Workers’ Welfare Cess Act, 1996”

“The Tenderer for carrying out any construction work in Andhra Pradesh (name of State) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996 and Rules made thereto by the Andhra Pradesh (name of State) Government and submit Certificate of registration issued by Registering Officer of the Andhra Pradesh (name of the State) Government (Labour Department). For enactment of this act, the Tenderer shall be required to pay cess @ 1% of cost of construction work to be deducted from each bill, Cost of material shall be outside the purview of cess, when supplied under a separate schedule item.”

12. PROVISION OF CONTRACT LABOUR (Regulation and Abolition) ACT OF 1970:

The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continue to have a valid license until the completion of the work. Any failure to fulfill the requirement shall attract the penal provision of the Act.

The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

In respect of all labour 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 Rules wherever applicable.

(2) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.