

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDERS.
(Tenderers are requested to give certificates and or put (Tick) mark wherever applicable)

	Description	Optional/Mandatory
1	Tenderer details:	
1.1	<p>i. In case of Partnership Firm: The Tenderer shall submit documents as mentioned in Clause 4.1, 4.2 & 6 of the Tender booklet.</p> <p>ii. In case of JV: The Tenderer shall submit documents as mentioned in Clause 4.1 & 4.2 of the Tender booklet and Clause 17 of the Tender Form (Second sheet) of IRSGCC, April-2022 & Advanced Correction Slip No. 1 (JV applicable for tenders where the advertised tender value of Rs.10.0 crores and above).</p> <p>iii. In case of Company: The Tenderer shall submit documents as mentioned in Clause 4.1 & 4.2 of the Tender booklet.</p> <p>iv. In case of Proprietary Firm: The Tenderer shall submit documents as mentioned in Clause 4.1 & 4.2 of the Tender booklet.</p> <p>v. In case of LLP (Limited Liability Partnership): The Tenderer shall submit documents as mentioned in Clause 4.1 & 4.2 of the Tender booklet.</p> <p>vi. Registered Society & Registered Trust: The Tenderer shall submit documents as mentioned in Clause 4.1 & 4.2 of the Tender booklet.</p>	Mandatory
2	Self-Attested copy of Certificate for Annual Contractual Turnover Data for the Previous 3/4 Years in Annexure – “F”	Mandatory
3	Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-G . <i>(Note: This certificate is to be given by each member of JV or Partners of Partnership firm / LLP/ etc.)</i>	Mandatory
4	Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-I .	Mandatory
5	NEFT mandate Form as per pro-forma.	Optional
6	Registration No. of GST	Optional
7	Engineering Organization in Annexure – “A”	Optional
8	List of Plants & Machinery in Annexure – “B”	Optional
9	List of works completed during the last three Financial Years in Annexure – “C”	Optional
10	List of Works on Hand in Annexure – “D”	Optional
11	Any other information / certificates required as per Tender document	Optional

Note: Non-submission of the above-mentioned Mandatory documents by the bidder shall result in Summarily rejection of his/their bid irrespective of tender value.

NOTE TO TENDERERS

- 1) **Payment of Bid Security:** 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.
- 1a) **e-Tender Forms shall be issued free of cost to all tenderers.**
- 2) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.
- 3) 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.
- 4) 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.
- 5) The Railway reserves the right to cancel the tender without assigning any reason thereto.
- 6) The tenderers are required to submit their offer on line ONLY before tender closing time and date as mentioned in the tender notice.
- 7) The tenders will be opened after closing date and time mentioned in the tender notice.
- 8) *If the date of closing / opening happens to be a holiday, the tenders will be opened on the next working day.*
- 9) **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.**
- 10) If any plan/drawing is attached with the tender form, Rs.200/- for plan/drawing will be levied extra.
- 11) The Tender Notice is displayed in the Notice Board located in the office of Divisional Railway Manager (Works), S.C.Railway, Secunderabad and also in all ADEN sub-divisions, which can be seen on all working days.
- 12) The prospective tenderers are henceforth requested to make correspondence with Railways through concerned online portals with their own DSCs only.
- 13) If there are any discrepancies found in Tender documents 1 & 2, the updated conditions of GCC – April 2022 will prevail.

<p>Visit our site at <u>https://www.ireps.gov.in</u></p>

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 fulfilment of Technical and Financial eligibility as per Clause 10 of of IRSGCC, April-2022.

(Ref: IRSGCC-RB Lr.No.2022/CE-I/CT/GCC-2022/Policy, New Delhi dt: 27/04/2022)

1.1 *Technical Eligibility criteria:*

(a) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Note for Item 1.1: Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

1.2. Financial Eligibility Criteria: *The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where*

V= Advertised value of the tender in crores of Rupees

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

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

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

1.3 Bid Capacity: *The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of GCC April 2022 & Advanced Correction Slip No. 1.*

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

1.5 *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.

[Explanation for clause 1 including clause 1.1 to 1.5 - Eligibility Criteria:

- 1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
- 2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
- 3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
- 4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*
In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
- 5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 1.1 Para 1 of the Tender Form, the same shall be considered for the purpose of fulfillment of credentials.*
- 6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
- 7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*

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

2.0 Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____ Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
 - (iv) A copy of certificate on a paper/letter head 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-G**. Non submission of a copy of certificate by the bidder shall result in **summarily rejection** of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self- attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. (Note: This certificate is to be given by each member of JV or Partners of Partnership firm / LLP/ etc.)
 - (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.
 - (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five years.
 (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the Railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.
- 3.0** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

4.0. Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through 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, mentioned in tender form (First Sheet).

4.1 Documents to be Submitted Along with Tender

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) **Following documents shall be submitted by the tenderer:**
 - (a) **Sole Proprietorship Firm:** All documents in terms of Para 1 above.

- (b) HUF:** (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF. (ii) All other documents in terms of Para 1 above.
- (c) Partnership Firm:** (i) The tenderer shall submit documents as mentioned in Para 6 of the Tender Form.
- (d) Joint Venture (JV):** The tenderer shall submit documents as mentioned in Para 17 of the Tender Form (Second Sheet) of GCC April 2022 & Advcd. Correction Slip No. 1.
- (e) Company registered under Companies Act 2013:**
- (i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms of Para 1 above.
- (f) LLP (Limited Liability Partnership):**
- (i) A copy of LLP Agreement
 - (ii) A copy of Certificate of Incorporation
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners / members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 1 above.
- (g) Registered Society & Registered Trust:**
- (i) A copy of the Certificate of Registration.
 - (ii) A copy Memorandum of Association of Society/Trust Deed.
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society.
 - (v) All other documents in terms of Para 1 above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF / LLP etc. shall be neither asked nor considered, if

submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

- (v) A tender from JV shall be considered only where permissible as per the tender conditions.
- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

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

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

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

5.0 Employment / Partnership etc., of Retired Railway Employees: (a) Should a tenderer

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

AND

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

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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 5. 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

6.0 Participation of Partnership Firms in works tenders:

- 6.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- 6.2 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.
- 6.3 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.
- 6.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The

approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

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

- 6.5 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.
- 6.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be deposited 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.
- 6.7 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.
- 6.8 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.
- 6.9 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/altered/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

- (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.

6.10. 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 / any State Govt. 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.
- (d) All other documents in terms of Para 1 above (Eligibility Criteria).

6.13. Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Para 1 above (Eligibility Criteria).

7.0 Advances to Contractor:

If specifically provided in Tender Documents of tender having advertised value more than Rs.50.00 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

**STANDARD GENERAL CONDITIONS OF CONTRACT
FOR USE IN CONNECTION WITH WORKS CONTRACTS
DEFINITIONS AND INTERPRETATION**

Definitions:

1. In these regulations for tenders and contracts the following terms shall have the meaning assigned hereunder except where the context otherwise requires.
 - (a) 'Railway' shall mean the President of the Republic of India or the Administrative officer of South-Central Railway or the successor Railway authorized to invite tenders and enter into contracts for works 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) "Chief Engineer" shall mean the Officer in-charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Principal Chief Signal & Telecommunication Engineer, Chief Signal & Telecommunication Engineer (Construction), Principal Chief Electrical Engineer, Chief Electrical Engineer (Construction), Principal Chief Mechanical Engineer and shall mean & include their successors, of the Successor Railway.
 - (d) "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.
 - (e) "Engineer" shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organisations on the Railway of the Engineering, Signal & Telecom, Electrical and Mechanical Departments, i.e., the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.
 - (f) "Engineer's Representative" shall mean the Assistant Engineer, Assistant Signal & Telecommunication Engineer and Assistant Electrical Engineer, Assistant Mechanical Engineer in direct charge of the works and shall include any Senior Section/Junior Engineer of Civil Engineering/ Signal and Telecommunication Engineering / Mechanical Engineering / Electrical Engineering Departments appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
 - (g) "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.
 - (h) "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 the 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.

- (i) "Works" shall mean the works to be executed in accordance with the contract.
 - (j) "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.
 - (k) "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.
 - (l) "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.
 - (m) "Constructional Plant" shall mean all appliances or things of whatsoever nature required for the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
 - (n) "Temporary Works" shall mean all temporary works of every kind required for the execution completion and/or maintenance of the works.
 - (o) "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
 - (p) "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
 - (q) 'Contractor's 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 Engineer.
 - (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.
 - (s) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
2. **Singular and plural:** Words imparting the singular number shall also include the plural and vice versa where the context requires.
3. **Headings and Marginal Headings:** The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

GENERAL OBLIGATIONS

4. **(1) Execution Co-Relation and Intent of Contract Documents:** The contract documents shall be signed in triplicate/on line by the Railway and the Contractor. The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of the documents is to include all labour and materials, equipment's and transportation necessary for proper execution of work. Materials or works not covered by or properly inferable from any heading or class of the specifications shall not be supplied by the Railway to the Contractors unless distinctly specified in the contract documents. Materials or works described in words which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
4. **(2)** If a work is transferred from the jurisdiction of one Railway to another Railway or to a Project authority or vice versa while contract is in subsistence, the contract shall be binding on the Contractor and the Successor Railway/Project in the same manner & take effect in all respects as if the Contractor and the Successor Railway/Project were parties thereto from the inception and the corresponding officer or the Competent Authority in the Successor Railway/Project will exercise the same powers and enjoy the same authority as conferred to the Predecessor Railway/Project under the original contract/agreement entered into.
4. **(3)** If for administrative or other reasons the contract is transferred to the Successor Railway, the contract shall, notwithstanding any things contained herein contrary thereto, be binding on the Contractor and the Successor Railway in the same manner and take effect in all respects as if the Contractor and the Successor Railway had been parties thereto from the date of this contract.
5. **(1) Law Governing the Contract:** The contract shall be governed by the law for the time being in force in the Republic of India.
5. **(2) Compliance to Regulations and Bye-Laws:** The Contractor shall conform to the provision of any statute relating to the works and regulations and bye-laws of any local authority and of any water and lighting companies or undertakings, with whose system the work is proposed to be connected and shall before making any variation from the drawings or the specifications that may be necessitated by so confirming give to the Engineer notice specifying the variation proposed to be made and the reason for making the variation and shall not carry out such variation until he has received instructions from the Engineer in respect GCC April 2022 thereof. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.
5. **(3) Environmental and Forest clearances:** The Railway represents and warrants that the environmental and forest clearances pertaining to the work commensurate with the progress of work/agreed programme, will be obtained by Engineer. In the event of any delay in securing respective clearances leading to delay in execution of work, the Contractor shall be entitled to Extension of Time for the period of such delay in accordance with the provisions of Clause-17A(ii).
6. **Communications to be in Writing:** All notices, communications, reference and complaints made by the Railway or the Engineer or the Engineer's Representative or the Contractor inter-se concerning the works shall be in writing or e-mail on registered e-mail IDs i.e. the e mail id provided for correspondence in the contract agreement,

otherwise email id registered with IREPS and no notice, communication, reference or complaint not in writing or through e-mail, shall be recognized.

7. **Service of Notices on Contractors:** The Contractor shall furnish to the Engineer the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on day on which they would have reached such address in the ordinary course of post/e-mail or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of the firm shall be forthwith notified by the Contractor to the Engineer.
8. **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
9. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Principal Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Principal Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

- (a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.
- (ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/ Organisation shall be considered. Further Work Experience Certificate issued by a Public listed company shall be considered provided the Company is having average annual turnover of Rs.500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

NOTE: For subletting of work costing upto Rs.50 Lakh, no previous work experience shall be asked for by the Railways.

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

(iii) There is no banning of business with the sub-contractor in force over IR.

(b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.

(c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.

(d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.

(e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.

(f) The Contractor shall indemnify railway against any claim of subcontractor.

(g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.

(h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.

*NOTE: Work Experience Certificate to the sub-contractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of the Work Experience Certificate. However, in the same contract, when the Principal Chief Electrical Engineer, based on documents, is satisfied that the sub-contractor has successfully carried out subletted work; without issuance of work experience certificate to sub-contractor at this stage, the Principal Chief Electrical Engineer can, **ONLY ONCE**, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the sub-contractor in the same contract. When the contractor's work complete, and contractor is entitled for the issuance of Work Experience Certificate, the sub-contractor shall be issued one Work Experience Certificate for the total scope of work executed by the sub-contractor in the contract.*

(i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.

- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of sub-contract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
10. **Assistance by Railway for the Stores to be obtained by the Contractor:** Owing to difficulty in obtaining certain materials (including Tools & Plant) in the market, the Railway may have agreed without any liability therefore to endeavour to obtain or assist the Contractor in obtaining the required quantities of such materials as may be specified in the Tender. In the event of delay or failure in obtaining the required quantities of the aforesaid material, the Contractor shall not be deemed absolved of his own responsibility and shall keep in touch with the day to day position regarding their availability and accordingly adjust progress of works including employment of labour and the Railway shall not in any way be liable for the supply of materials or for thenon-supply thereof for any reasons whatsoever nor for any loss or damage arising in consequence of such delay or non-supply.
11. **Railway Passes:** No free railway passes shall be issued by the Railway to the Contractor or any of his employee/worker.
12. **Carriage of Materials:** No forwarding orders shall be issued by the Railway for the conveyance of Contractor's materials, tools and plant by train which may be required for use in the works and the Contractor shall pay full freight charges at public tariff rates therefor.
13. **Use of Ballast Trains:** The Railway may agree to allow the Contractor use of the ballast or material trains under such conditions as shall be specially prescribed, provided that the Contractor shall pay for the use thereof charges calculated at public tariff rates on the marked carrying capacity of each vehicle subject to specified minimum charge per day or part of day and provided further that the Contractor shall indemnify the Railway against any claims or damages arising out of the use or misuse thereof and against any liabilities under the Workmen's Compensation Act, 1923 or any statutory amendments thereto.
14. **Representation on Works:** The Contractor shall, when he is not personally present on the site of the works place, keep a responsible agent at the works during working hours who shall on receiving reasonable notice, present himself to the Engineer and orders given by the Engineer or the Engineer's representative to the agent shall be deemed to have the same force as if they had been given to the Contractor. Before absenting himself, the Contractor shall furnish the name and address of his agent for the purpose of this clause and failure on the part of the Contractor to comply with this provision at any time will entitle the Railway to rescind the contract under Clause 62 of these Conditions.

15. **Relics and Treasures:** All gold, silver, oil, other minerals of any description, all precious stones, coins, treasures relics antiquities and other similar things which shall be found in or upon the site shall be the property of the Railway and the Contractor shall duly preserve the same to the satisfaction of the Railway and shall from time to time deliver the same to such person or persons as the Railway may appoint to receive the same.
16. **Excavated Material:** The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this contract, the sand, stone, clay ballast, earth, rock or other substances or materials which may be obtained from any excavation made for the purpose of the works or any building or produced upon the site at the time of delivery of the possession thereof but all the substances, materials, buildings and produce shall be the property of the Railway provided that the Contractor may, with the permission of the Engineer, use the same for the purpose of the works either free of cost or pay the cost of the same at such rates as may be determined by the Engineer.
17. **Indemnity by Contractors:** The Contractor shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, 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 the execution of the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.
18. *A checklist of documents to be submitted at the time of tender submission is given as top sheet for easy guidance and compliance from prospective Tenderers.*
- 19.0 Multiple L-1:**
In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case of 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 up to the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will be followed as per the Annexure-VI of GCC - April 2022.
- 19.1.** (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 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.
- 20. 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.
- b. His capacity to undertake and carry out works satisfactorily, as vouched for by a responsible official or firm.

- c. His previous experience on 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 need be, by reference to the signatories thereof.
 - d. His knowledge, from, actual personal investigation, of the resources of the zone or zones in which he offers to work.
 - e. His ability to supervise the work personally or by competent and duly authorized agents.
 - f. His financial position.
21. **Omissions Discrepancies:** Should a tenderer find discrepancies in, or omissions from the drawing or any of the Discrepancies tender forms or should he be in doubt to their meanings he should at once notify the authority inviting who may send a written instruction to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of the tender and the 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.
22. **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.

23. **Rights of the Railway to deal with Tender:** (a) 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.
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.
(b) 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.
(c) 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.
24. **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 (Two Packets System of tendering is applicable for the tenders value more than Rs.10.00 crores).
25. **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.
26. **Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
27. **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.
28. **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.

29. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re- tender for that work.
30. **Form of contract document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
- (a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II (GCC April 2022). During the currency of the Zone Contract, work orders as per specimen form Annexures-III (GCC April 2022), for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV (GCC April 2022).

PROFORMA

ANNEXURE – A

1. ENGINEERING ORGANISATION AVAILABLE ON HAND :

Sl. No	Name and Designation of the employee	Qualification	Previous Experience	Working	
				From	To
1	2	3	4	5	
A					
B					
C					
D					
Z					

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

Sl. No	Name and Designation of the employee	Qualification	Previous Experience	Remarks
1	2	3	4	5
A				
B				
C				
D				
Z				

3. ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUT SIDE.

(A suitably worded consent letter from such a person should be obtained and enclosed)

SL. No	Name and Designation of the employer	Qualification	Previous Experience	REMARKS
1	2	3	4	5
A				
B				
C				
D				
Z				

PROFORMA

ANNEXURE – B

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 (Rs. in lakhs)	Purchase bill No & Date and registration particulars
1	2	3	4	5	6	7	8
A							
B							
C							
D							
Z							

2. PLANTS & MACHINERY PROPOSED TO BE INDICATED FROM ABOVE

Sl. No.	Particulars of machinery, plant & equipment	No of uni	Kind and make	Capacity	Age and condition	Approx. cost (Rs. in lakhs)	Purchase bill No & Date and registration particulars
1	2	3	4	5	6	7	8
A							
B							
C							
D							
Z							

3. PLANTS & MACHINERY PROPOSED TO BE INDICATED FROM OUT SIDE.

Sl. No.	Particulars of machinery, plant & equipment	No of units	Kind and make	Capacity	Age and condition	Approx. cost (Rs. in lakhs)	If to be purchased give likely date of receipt and supplier's name.
1	2	3	4	5	6	7	8
A							
B							
C							
D							
Z							

PROFORMA

ANNEXURE – C

LIST OF COMPLETED WORKS BY THE TENDERER

Sl. No	Name of work	Agt. No. and Date	Designation and address of Agt. signing authority	Agt. 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 under taking works							
A							
B							
C							
D							
E							
Z							

PROFORMA

ANNEXURE -D

LIST OF WORKS ON HAND WITH THE TENDERER

Sl. No	Name of work	Agt. No. and Date	Designation and address of Agt. signing authority	Agt value in Lakhs	Bill amount paid so far in lakhs	Due date of completion	No of extensions taken
01.	02.	03	04	05	06	07	08
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. works							
A							
B							
C							
D							
E							
Z							
Public sector under taking works							
A							
B							
C							
D							
E							
Z							

EXPERIENCE CERTIFICATE**ANNEXURE - E**

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

NOTE :I. This certificate in this proforma is to be issued only for physically **Completed** work.

II. This certificate to be issued by an officer not below the rank of JA Grade or bill passing officer in Railways and Bill passing Officer/Executive In-charge of work in other government department/Govt. bodies /Public sector under taking. The certificate should bear the signature and seal of the issuing officer, name of the department etc.

Signature:

Name of the officer:

Designation:

Address:

Office Seal:

Phone/Fax No.:

Date:

Each Bidder or each member of a JV must fill in this form separately:

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:

Registration No:

Address :

Office Seal :

Phone No. :

e.mail :

Date :

UDIN:

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

I.....(Name and designation)** appointed as the attorney/authorized signatory of the tenderer (including its constituents),
M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of.....as per the tenderNo._
.....of (Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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

This certificate is to be given by each member of JV or Partners of Partnership firm / LLP/ etc.

ANNEXURE-H

(Bid Security)

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

Name of the Bank:

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

Beneficiary.....Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

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

in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue] till[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

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

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

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

IFSC CODE	SBIN0020244
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	HIMMATNAGAR
CITY NAME	SECUNDERABAD
ADDRESS	Himmatnagar, Near Railway Station, Secunderabad
DISTRICT	HYDERABAD
STATE	TELANGANA
BG ENABLED	Yes

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

Date

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

[P/Attorney]No.

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

Annexure-I
Reference-Para 6.1 of ITT

Ref -Para 6.1 of ITT (No. 2022/CE-I/CT/ GCC -2022/Policy, New Delhi, Dated 14.07.2022, Advance correction slip 2)

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

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

1. I/we certify that.....(constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

The Sr. DFM/SC,
SOUTH CENTRAL RAILWAY, SECUNDERABAD.

NEFT MANDATE FORM

Sir,

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

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

(Tenderer should note that the above particulars are necessarily to be provided for return of EMD, SD & other payments due to the tenderer during execution and on completion of work). Certified that the above indicated particulars are true.

Signature of the tenderer

CONDITIONS OF TENDER

- 1 **Drawings for the Work:** The drawings for the Works can be seen in the office of the Divisional Railway Manager (Works), South Central Railway, Secunderabad at any time during office Hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.
- 2 The Tenderer(s) shall quote his / their rates as a percentage above or below the Schedule of Rates of _____ Railway as applicable to _____ Division except where he/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule. The 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.
3. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
- 4 The works are required to be completed within a period as stipulated in the tender document from the date of issue of the acceptance of tender.
5. **Earnest Money:** (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

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

Note:

- (i) The Bid Security shall be rounded to the nearest ₹100. This earnest money shall be applicable for all modes of tendering
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall deposit 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 fulfilment 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.
- 5.1 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- H and shall be valid for a period of 90 days beyond the bid validity period.
- (a) The tender must be accompanied by a sum of ₹ as indicated in the NIT as Bid Security in cash through e-payment gateway or as mentioned in tender documents, failing which the tender shall not be considered. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security on submission of Registration Certificate issued by appropriate authority.
- (b) 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/Work" 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.
- (c) The Tenderer(s) shall keep the offer open for a minimum period of 45 days (in case of two packet system of tendering 60 days) from the date of opening 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 Senior Divisional Electrical Engineer/Divisional Electrical Engineer of South Central Railway, Should the tenderer fail to observe or comply with the foregoing stipulation, the Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway. **(Ref: Railway Board's letter No.2017/Trans/01/Policy dt 08-02-2018 communicated by PCE/SC letter No.W.496/P/ Transformation dt 14-02-2018).**

- (d) If his tender is accepted the Bid Security mentioned in sub clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the GCC April 2022. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Bid Security so retained to the Contractor.
6. **Payment of Bid Security:** 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.
 7. If the tender is accepted, the amount of Bid Security will be held as security deposit for the due and faithful fulfilment of the contract. The Bid Security of the unsuccessful tenderer will save as herein before provided, be returned to the unsuccessful tenderers but the Railway shall not be responsible for any loss or depreciation that may happen to the security for the due performance of the stipulation to keep the offer open for the period specified in the tender documents or to the Bid Security while in their possession nor be liable to pay interest thereon.
 8. The Standing Earnest Money Deposit, if any with the Railway will not be considered for the purpose of this Tender.
 9. It shall not be obligatory on the said authority to accept the lowest tender and no tenderer/tenderers shall demand any explanation for the cause of rejection of his / their tender.
 10. If the tenderer deliberately gives/tenderers deliberately 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.
 11. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the railway shall deem such tender as cancelled, unless the firm retains its character.
 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. The Bid Security by the successful tenderer/tenderers will be retained towards the security deposit for the due and faithful fulfilment 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.
 13. **Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.**
 14. The authority for acceptance of the tender does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tenderer / tenderers.
 15. The Successful Tenderer/Tenderers shall be required to execute an agreement with the President of India acting through the Principal Chief Electrical Engineer/Chief Electrical Engineer/ Engineer-in chief/Deputy Chief Electrical Engineer (Constructions), Divisional Railway Manager/ Divisional Electrical Engineer/ Senior Divisional Electrical Engineer of the Railway for carrying out the work according to the GCC April 2022 and

specifications for works and material of South Central Railway including correction slips issued from time to time.

16. Should the Railway decide to negotiate with a view to bring down the rates, the tenderer called for negotiations should furnish the following form of declaration before commencement of negotiations.
“I/we,_____do declare that in the event of failure of 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.”
17. Should a tenderer or contractor being an individual on the list of approved contractors, have a relative employed in Gazetted capacity in the Electrical department of the South Central 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 Electrical Department of the South Central 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.
18. **CONSORTIUM AGREEMENTS, JOINT VENTURE AND MOUs SHALL NOT BE CONSIDERED FOR THE TENDER VALUE OF WORKS LESS THAN Rs.10 Crores.**
19. *The Tenderer shall quote rates as percentage “Above/Below/At Par” for each schedule in the respective Tender Schedule(s) only.*
20. *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.*