

South Central Railway, Secunderabad

TENDER DOCUMENT

For

TENDER No: **2x25kV-CEEP-REMT-01**

NAME OF WORK: “Repair/Rehabilitation for 05 Nos. Wagon Mounted Rail cranes bearing no. WMC-129, WMC-144, WMC-294, WMC-278 and BRN-55140311594 on Single Tender basis to OEM M/s Pearey Lal & Sons, Ghaziabad-U.P for bringing them into working condition duly ensuring availability of cranes for execution of 2×25 kV traction upgradation works under the jurisdiction of CEE/Projects/SC over South Central Railway”.

Invitation of NIT	09/07/2026
Tender Closing Date and Time	03/07/2026 at 15:30 hrs
Opening of Bid	03/07/2026 at 16:30 hrs
Cost of work	Rs. 44,05,757.00
EMD	Rs. 88,100.00
Completion period	03 months

“That the said supplier of goods and/or services would be subject to GST Act and Rules as applicable from time to time”. As GST is effective from 1st July 2017, therefore, firm should have GST identification number (GSTIN)”.

The complete information of above e-tender is available in website on “<https://www.ireps.gov.in>”. Tenders other than in the form of e-bids shall not be accepted against above Tenders.

Please read carefully all the information given in the tender form before submitting the tender documents. Tenderer must submit their all the required documents along with the tender document before opening of the tender and no documents shall be allowed to submit after opening of tender.

Dy. CEE/Projects-I/SC

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

10 Applicability: These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

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

- i. Letter of Award/Acceptance(LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

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

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

- (a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, 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), Chief Electrical Engineer (Projects), Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

(d) “Divisional Railway Manager” shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.

(e) “Engineer” shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical 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 Successor Railway.

(f) “Tenderer” shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.

(g) “Limited Tenders” shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.

(h) “Open Tenders” shall mean the tenders invited in open and public manner and with adequate notice.

(i) “Works” shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(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) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) “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 the Engineer.

(n) 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.

(o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

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

TENDERS FOR WORKS

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

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

5. Bid Security:

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

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

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure- VIA** and shall be valid for a period of 90 days beyond the bid validity period.

(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. Bank Guarantee shall be in favour of Principal Financial Advisor / SCR.
- ii. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- iii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids (**i.e. excluding the last date of submission of bids**).
- iv. 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.
- v. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- vi. 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.
- vii. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification “**Bid for the ***** Project**” and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- viii. The envelope shall be addressed to the officer and address as mentioned below:

(1) ATTN. OF:

Mr. K.Thourya

DESIGNATION: Chief Electrical Engineer, Projects

ADDRESS: 4th Floor Rail Nirman Nilayam

Secunderabad – 500025.

(2) Contact Person:

B.Yellaiah (Dy CEE/Projects-I/SC)

PHONE NO : 9281423702

Email : dyceepprojectssc@gmail.com

(3) Contact Person: **BG Related**

V N Siva Kumar (SSE/Projects/SC)

PHONE NO : 8919927745

Email : sseprojectssc@gmail.com

- ix. 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.

4. Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services

Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

(a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

(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.

(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:

Wrong/incorrect invoice is issued
by Contractor; No-filing of GST
returns;
Non-payment of GST collected from Indian Railways to the
authorities; Any other non-compliance done by Contractor;

General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

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

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure – V in case of other than Company/proprietary firm, **Annexure – V (A)** shall also be submitted joint Venture (JV) /Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested/**digitally signed** by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

CONSIDERATION OF TENDERS

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

7A. 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.

7B. 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.

7C. 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.

7D. 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.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. 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), Chief Electrical Engineer 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.

9. 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. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, 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.

AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No. _____ DATED _____.

ARTICLES OF

AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the one part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of:

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.
- (b) All ordinary repair and maintenance works at any site between kilometer _____
- (c) and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____ %
- (d) above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected upto latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____

Designation _____

Address _____

Railway _____ (For

Witnesses (to signature of contractor):

President of India)

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

WORK ORDER UNDER ZONE CONTRACT

WORK ORDER NO.____, DATED_____ UNDER CONTRACT AGREEMENT

NO.____, DATED_____.

Name of Work_____(SITE) _____

Schedule of Drawings _____

Authority_____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____% above/below the Standard Schedule of Rates (SSOR) of ____, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents under Zone Contract Agreement here-in-before referred to:

		Description of Item of Work	Approximate Quantity		Rates in Figures and Words (₹)	Amount (₹)
		3	4		6	7
Total Approximate Value of Work = ₹ _____						

The works herein mentioned are required to be completed on or before_____(Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Divisional Railway Manager/Divisional_____Engineer

_____Division

_____Railway

Date _____

for President of India

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of _____Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

(a) Repair and maintenance work including white/color washing: three calendar months from date of completion.

(b) All new works except earth work: Six calendar months from date of completion.

Contractor____(Signature) Railway: Designation __Address _____

Date _____

For President of India)

Date _____

Signature of Witnesses (to Signature of Contractor) with address

1. _____

2. _____

SOUTH CENTRAL RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

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

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

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

Contractor _____ (Signature)	Railway: Designation _____
Address _____	(For President of India)
Date _____	Date _____

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

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

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

M/s.....(hereinafter called the tenderer) for the purpose of the Tender documents for the work of.....as per the tender No. of.....(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

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

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:

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

Reference – para 6.1 of ITT

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

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

1. I/We certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry /Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/We fulfill 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:

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT
TENDERER'S CREDENTIALS (BID CAPACITY) SOUTH CENTRAL RAILWAY

For tenders having advertised value more than Rs 10 crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

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

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

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

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

Note:

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

Para 5 of the Instructions to Tenderers

(Bid Security)

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

Name of the Bank: -----

President of India, Acting through

..... Railway,

Beneficiary..... Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

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

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

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

IFSC CODE	
IFSC TYPE	
BANK NAME	
BRANCH NAME	
CITY NAME	
ADDRESS	
DISTRICT	
STATE	
BG ENABLED	

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

Date

Place..... Bank's Seal and authorized signature(s)

[Name in Block letters]

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

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

k's Seal

Ban

[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.

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT

Each Bidder or each member of a JV must fill in this form separately: NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA:_____

Registration No:_____

(Seal)

INDEMNITY BOND FOR 'ON ACCOUNT' PAYMENTS AND FOR RAILWAY SUPPLY MATERIALS

We, M/s _____ here by undertake that we held at our stores Depot/ at _____ on behalf of the President of India, acting in the premises through Chief Electrical Engineer/Projects/SC. (here in after referred to as "the purchaser) and his property in trust for him all materials listed in tender schedule fo which 'On Account' payment have been made to not exceeding Rs. _____. Against _____, _____, _____ of South Central Railway . Vide _____ and the materials handed over to us by the Purchaser as per Contract for the purpose of execution of the said Contract, until such time the materials are duly erected or otherwise handed over to him.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as erected equipment to the Purchaser, or as he may direct otherwise and shall indemnify the Purchaser against any loss damage, or deterioration whatsoever in respects of the said materials while on our possession and against disposal of surplus materials. The said materials shall at all tmes be open to inspection by any officer authorized by the Chief Electrical Engineer, in charge of the Electrical (Department) South Central Railway.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, and the Purchaser shall be entitled to recover from us the full cost as per prices included in Scheduled items to the contract and in respect of other materials, and also compensation for such loss or damage, or deterioration, if any along with the amount to be refunded, without prejudice to any other remedies available to him by deduction from any sum which at any time here after becomes due to us under the said or any other Contracts.

In the event of any loss, damages or deterioration as above said, the assessment of such loss or damages and the assessment of such compensation therefore would be made by the President of India or his authorized nominees and the said assessment shall be final and binding upon us.

Dated this _____ day of _____ 2023 _____
For and on behalf of Messers _____ (Contractor)

Signature of Witness:

Name of Witness IN BLOCK LETTERS

Address:

GURANTEE BOND FOR INDEMNIFICATION OF RAILWAY MATERIALS
(FOR GIVING RAILWAY MATERIALS FOR POH, REPAIRS ETC AT CONTRACTOR'S FACTORY)

Against Chief Electrical Engineer/Projects/Secunderabad agreement No. _____ dated _____, a contract for _____ (Nature of work) _____ entered into between president of India acting through _____ (hereinafter called contractor), We _____ Bank are holding most in favour and on behalf of Government of India the amount of Rs. _____ (Rs. _____ only) being the security towards cost of raw materials namely _____ at the contractor's factory exclusively for the _____ under the said contract. We _____ Bank hereby undertake to indemnify and keep indemnified the President of India acting through _____ against any loss or damage that may be caused or suffered by the President of India (Government) by reason of any breach by the contractor of any of the terms and conditions of the said contract and performance thereof. We _____ bank agree that the decision of the president of the India whether any breach of the terms and conditions of the said contract or in the performance thereof has been committed by the contractor and the amount of loss/or damage that has been caused or suffered by the president of India (govt.of India) shall be final and binding on us and the amount of said loss or damage shall be paid by us forthwith on demand and without demur to the President of India.

We _____ bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the contractor till _____ (Date) _____ and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us the _____ (Name of the Bank), notwithstanding the fact that the same is enforced within six months after the said date provided that notice of any such claim has been given to us _____ Bank) _____

by the President of India before the said date, payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India.

It is fully understand that the guarantee is effective from _____ and that we _____ Bank undertake not to revoke this guarantee during its currency without the consent of the President of India (Government) in writing.

We _____ Bank further agree that the President of India shall have fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we _____ bank shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said contractor for any forbearance and or omission on the part of the President of India or any indulgence by the President of India to the said contractors or by any other matter or thing whatsoever which under the law relating to sureties, would but for this provision, have the effect of so releasing us from our liability under this guarantee.

We _____ bank further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bank or the said contractor.

Dated:

**Seal of the bank &
Signature of the bank Authority**

Witnesses (with address)

1).

2).

SOUTH CENTRAL RAILWAY

Name of work: Repair/Rehabilitation for 05 Nos. Wagon Mounted Rail cranes bearing no. WMC-129, WMC-144, WMC-294, WMC-278 and BRN-55140311594 on Single Tender basis to OEM M/s Pearey Lal & Sons, Ghaziabad-U.P for bringing them into working condition duly ensuring availability of cranes for execution of 2x25 kV traction upgradation works under the jurisdiction of CEE/Projects/SC over South Central Railway

Tender No.2x25kV-CEEP-REMT-01**NEFT MANDATE FORM**

To
CEE/Projects/SC
S.C.RAILWAY

Sir,

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

S.No	Details to provide by 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 bank particulars of tenderer are correct as per Bank records.

Name & Signature of Bank Official

PROFORMA

PLANT & MACHINERY AVAILABLE ON HAND.

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

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

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

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

LIST OF WORKS ON HAND WITH THE TENDERER

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

SIGNATURE OF THE TENDERER:

NAME OF THE TENDERER:

IDENTITY CARD

IDENTITY CARD No. :

DATE OF ISSUE :

CONTRACT AGREEMENT No. :

Space for photo

NAME OF THE CONTRACTOR :

& ADDRESS :

PARTICULARS OF PERSONNEL

i) Name of the Personnel :

ii) Date of Birth/Age :

iii) Personal Identification Mark :

iv) Permanent Address :

(Signature/Thumb Impression of personnel)

(Signature of Contractor)

(The person who signed the original Tender document or the contract Agreement)

Annexure – E

Request letter from Executive branch to Accounts office for Opening of LC

Office Of
CEE/Projects/SC
South Central Railway

Dated:_____

No._____
The PFA
HQ/SCR

Sub: Opening of LC
Ref: Supply order/Contrcat Agreement No.

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

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

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

(Signature)

Name:
Designation:
(Office Seal)

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated:

DOCUMENT OF AUTHORIZATION

Reference: (i) Works contract/Supply Contract No. _____dt

(ii) Inland Letter of Credit No. _____dt

This document is issued against contract No. _____ (FROM IREPS) _____ dt _____ for Supply/work of (Description of GOODS/Work FROM IREPS) .

The beneficiary of the aforementioned Letter of Credit M/s(Name and Vendor Code) _ (vendor code...as per IREPS) is entitled to receive payment. Aggregating INR.....SSS.....(FROM ABSTRACT OF BILL PASSED)... out of a total LC amount of INR....(FROM MASTER TABLE OF LC OPENED) _____ against the first/second* commercial invoice No.(FROM IPAS)_ dt From IPAS _____ for INR(FROM IPAS _____) raised against the above contract from State Bank of India_(branch-FROM LC MASTER TABLE)--- on the strength of this certificate.

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

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

THIS PAYMENT : _SSS

LC BALANCE AFTER THIS PAYMENT:

(Signature of Authorized Railway Authority)

Name:

Designation:

Office Seal

Annexure –G

The tenderer/Bidder shall fill up the following pro-forma, sign and submit along with the offer or else the offer will not be considered.

TENDERER'S INFORMATION

1.	Name of the contractor, Age, Father's Name & full Address (with proof of address) (copy of the voter's card or house hold card or Aadhar card should be enclosed)	
2.	Electrical Contractor's license No.	
i.	Grade	
ii.	Issuing Authority	
iii.	Validity of license	
3.	For Contact purpose:	
i.	Mobile phone No.	
ii.	Land phone : - Office	
iii.	Fax -No.	
iv.	E-mail address	
4.	Banker's details:	
i.	Bank Account No.	
ii.	Name of the Bank with address	
iii.	Code of the Bank (to arrange contractual payments through electronic fund transfer system)	
5.	PAN No.	
	VAT No.	
6.	Partnership deed should be enclosed if it is not a proprietary firm.	
7.	i. License No. under Contract Labour (Regulation and abolition Act 1970 or building and other construction works Act (BOCW) from Ministry of Labour, if applicable. (copy should be enclosed)	
8.	EPF code No. (Copy of registration to be enclosed)	

I hereby declare that I have read the tender conditions and fully conversant with the Rules and regulations issued from time to time by Ministry of Labour Government of India and Government of Andhra Pradesh and I will follow them scrupulously.

Station:

Date :

Signature of the contractor

GENERAL CONDITIONS OF CONTRACT

The General conditions of Contract governing the performance of the works covered by this tender are the “General conditions of Contract (April-2022)” of the Engineering Department of the Railways as amended from time to time up to date.

In submitting his tender, it would be deemed that the tenderer has kept him-self fully informed of the provision of the General Conditions of Contract (April-2022) including all corrections and Amendments issued up to date and claim that he is not aware of any amendment or correction slip to the GCC shall not be entertained.

SIGNATURE OF THE TENDERER

SECURITY DEPOSIT:

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

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

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance/Guarantee period plus 60 days and shall be extended from time to time, depending upon extension of contract.

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

Refund of Security Deposit: Security Deposit mentioned above shall be returned to the Contractor after the following:

- (a) Final Payment of the Contract as per clause 51.(1) of GCC and
 - (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
 - (c) Issue of Maintenance Certificate on expiry of the maintenance period as per clause 50.(1) of GCC.
- (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 of GCC, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC, the Security Deposit shall not be forfeited.
- (iii) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub- Clause 16.(4)(b) of GCC will be payable with interest accrued thereon.

SPECIAL CONDITIONS OF CONTRACT

1.1 GOODS AND SERVICE TAX (GST)

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

1.1.2 All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates as per GST Law.

1.2 The responsibility for remitting the service tax/GST lies with the contractor/service provider. In Exceptional cases for certain service under reverse charge mechanism may have to be dealt separately by railways.

1.3 Procedure for payment of contractual bills in Railways is as follows (Railway board Lr. No.2016/CE- I/ CT/12/GST/Pt.I, dt: 29.06.17)

(i) With GST act in force, it will be the responsibility of service providers (i.e. contractors) to submit the invoice (bill) on his letter head duly segregating the “Amount of work executed excluding GST amount” and “GST amount” along with Invoice No. (bill No.) and all other details required under GST act. The sample GST complaint invoice is given at Annexure.

(ii) In case contractor is registered under GST Act, Railway shall pay to the contractor ‘Gross amount of work executed duly deducting all other leviable taxes like I/Tax, labour cess, royalty etc., as applicable. Contractor shall be liable to pay ‘GST amount’ to respective authority himself.

(iii) In case contractor is not liable to be registered under GST Act, contractor shall be paid “Amount of work executed excluding GST amount” duly deducting all other leviable taxes like I/Tax, labourcess, royalty etc., as applicable. Railway shall deposit “GST amount” as well as all other taxes deducted to concerned authorities.

1.4 **TAXES** (Ref: PCE’s Lr. No.W.44/B/ Vol. VII dtd 06.12.2017)

(i) The tenderer shall quote the rate by taking into account all the statutory duties/taxes/ GST applicable to the work up to the date of opening of tender.

(ii) Any new impost or revision in the duties/taxes/cess during the original currency of the contract will be to the Railway’s account subject to production of Govt. notification and documentary evidence. This will also be applicable for the work done during the extended period, if such extension is on Railway’s account.

(iii) However, if the extension of contract period is on account of failure of contractor, no compensation shall be made towards upward revision or imposition of any new taxes.

(iv) Any benefit on account of downward revision of duty either in original contract period or during the extended contract period shall be passed on by the contractor to the Railways.

2.0 WARRANTY:

The warranty/Maintenance period should be covered for a minimum period of **12 months** from date of commissioning / acceptance.

During the period of guarantee the contractor shall replace free of cost any parts which may be found defective in the equipment whether such equipment’s be of his own manufacture or of his

contractors, whether arising from faulty design, material and workmanship. The contractor shall bear the cost of repairs carried out on his behalf by the purchaser at site. In such case, the contractor will be informed in advance of the works proposed to be carried out by the purchaser.

3.0 The contractor shall have to take all precautions to prevent possible electrical accidents due to proximity of adjacent live OHE always in live condition, unless otherwise a power block is granted on the adjacent line, the contractor shall also take all precautions to protect his staff working on the line against traffic (running of trains) on the working lines/adjacent lines.

4.0 If there is any conflict between special conditions and the general conditions of the contract, the conditions laid down in special conditions will be sustained.

05. PRICES AND PAYMENT

i. SCOPE :

This Chapter deals with prices to be paid for various items of work or for supplies and other amounts payable in accordance with accepted schedules of prices and rates and terms and conditions of payment mentioned herein. This is a works contract. The total prices for the completed items of work are the actual prices payable to the Contractor as per the terms and condition of the Contract.

ii. SCHEDULE OF PRICES :

I. All prices shall be firm irrespective of minor variations in basic quantities and use of alternative types approved by the purchaser. Minor changes in basic designs shall not affect unit prices as long as such changes are mutually agreed to by purchaser and the contractor. The contractor shall carefully note the items of materials, equipment's, fittings and components which will be supplied by Railways.

II. The prices shall include provision for wastage in transit and erection. The prices shall include all incidental charges for transport, loading, un-loading and handling of materials. The prices shall include insurance premia under the emergency risks, all taxes, duties, levies etc.

iii. ON ACCOUNT AND PROGRESS PAYMENTS:

- a) 80% payment will be made on supply portion of materials in full quantity against schedule items.
- b) 85% payment will be made on completed portion of work against erection portion of scheduled items.
- c) 100% payment will be made within 15 days after completion of work.
- d) The security deposit and performance guarantee will be released as per General Conditions of the Contract.

06. Engineer's Representative: For this work representative of CEE/PROJ/SC i.e. Dy.CEE/PROJ/SC will be the Engineer's Representative. Concerned AEEE/Proj/SC or his nominated representative will supervise the work and SSE/Proj will certify the work executed in respective jurisdiction and submit all relevant papers to Engineer's Representative for recording measurement.

07. Supply of material:

All material shall be approved/ recommended by OEM, and the tenderer shall submit copy of relevant tests carried out by OEM. Approval/ recommendation to be obtained from Dy.CEE/Proj/SC if approved drawings need to be changed as per site condition.

Contractor will submit the delivery challan form in the office of CEE/Proj/SC, indicating supplied quantity of material duly certified by concerned SSE/Proj of the section.

08. Transportation of material:

The transportation & handling charges to bring the material at works it will be borne by the Contractor.

If required, Contractor can supply & store materials at suitable/convenient place. However, the loading, transportation & unloading of Contractor supplied material from concerned Railway Depot to work site shall be done by the Contractor.

Railway supplied materials, if any will be transported by Railways from depot to work site including loading & unloading.

09. Testing and Inspection of Material:

Testing & inspection of materials/components/equipments to be supplied may be inspected by the Purchaser/Consignee at manufacturer's premises / Depot / Site, with prior approval of Dy.CEE/Proj/SC. Testing certificate, Guarantee/Warranty certificate & inspection report of material duly signed by Inspecting Official will be submitted by the Contractor at the time of delivery of material to Railway Representative. The Contractor, for accepting the material should ensure the assurance of quality and technical parameters.

10. Other Special terms & Conditions

1. None other than the OEM shall participate in this tender. Authorization from OEM shall be uploaded in case authorized dealer of OEM participates. In case the document is not uploaded by, the offer shall be summarily rejected. OEM for this work is M/s Pearey Lall & Sons (E.P.) Pvt Ltd, 9th Milestone, G. T. Road, Sahibabad, Ghaziabad - 201007, U. P., India.
2. Work shall be carried out in presence of authorized railway representative at all times.
3. Consumables like Engine oil/Hyd. Oil etc to be arranged by the contractor at site if required.
4. Lifting equipments/Hydra Crane will be provided by the contractor at site if required.
5. Welding set and electricity also will be provided by the contractor at site if required.
6. All damages caused during execution of work shall be made good to original finish.
7. Penalty provisions as stipulated in the General Conditions of Contract (GCC) and its subsequent amendments shall be applicable.