

# Southern Railway

## Salem Division

### Tender Document

Senior Divisional Electrical Engineer (General Services)



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# 1 INSTRUCTIONS TO TENDERERS

The President of the Union of India acting through the Senior Divisional Electrical Engineer, General Services, Salem Division, Southern Railway invites online tenders through official portal of Indian Railways E- Procurement System (IREPS) Website. It shall be noted that the president of the Union of India is not bound to accept the lowest or any tender or assign any reason for doing so and reserve the right to accept or discharge tender at any stage in respect of whole or any portion of the items specified.

The tenderers are advised to carefully read this Tender Document in conjunction with Indian Railways Standard General Conditions of Contract - April 2022 with amendments before participating in this tender.

## 1.1 Cost of Tender Form

Nil as per Clause No.3 of Part-I of GCC for Works-April-2022

## 1.2 Bid Security

1. The tenderer shall be required to deposit Bid Security as per clause-5 of Part I - Indian Railways Standard General Conditions of Contract
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 Appendix-I and shall be valid for a period of 90days beyond the bid validity period
3. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above
4. Labour Cooperative Societies shall submit only 50% of Bid Security detailed above
5. If the tender is accepted, the Bid Security mentioned above will be retained as part Security Deposit for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
6. Bid Security of the unsuccessful tenderer(s) will be returned but the Railway shall not be responsible for any loss or depreciation that may happen to the Bid 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.

### 1.2.1 Bid Security in the form of Bank Guarantee

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

- (a) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- (b) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days before closing date for submission of bids
- (c) **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.**
- (d) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- (e) 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.

- (f) 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
- (g) The envelope shall be addressed to the officer and address as mentioned in the tender document
- (h) 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

### **1.3 Validity of Offer**

The tenderer shall keep the offer open for a **minimum period of 60 days** from the date of closing of the tender within which period that tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contravention of the above condition will make the tenderer liable for forfeiture of his full amount of Bid Security.

### **1.4 Documents to be submitted along with the tender**

#### **1.4.1 Organization Setup**

List of Personnel, Organization available on hand and proposed to be engaged for the subject work.

#### **1.4.2 Details of M&P**

List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work.

#### **1.4.3 Credentials**

1. Documents testifying tenderer’s previous experience and financial status should be produced along with the tender
2. Tenderer(s) who is / are not borne on the approved list of the Contractors of Southern Railway shall submit along with his / their tender
3. Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
4. 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.
5. List of similar works completed in the last three financial years giving description of work, organization for whom executed, approximate value of contract at the time of award, date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract shall also be given.
6. List of similar works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award in the format at Appendix-A of the tender document.
7. For items 3 and 4 above, supportive documents / certificates from the organizations with whom the Contractor has worked / are working should be enclosed.
8. Certificates from Pvt. individuals for whom such works are executed / being executed will not be accepted.
9. The Railway reserve 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 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. (RB letter No.2017/Trans/01/Policy dated 08.02.2018).

10. (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 Amount 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.
11. In case of any wrong information submitted by the tenderer, the contract shall be terminated, Bid Security, Performance Guarantee (PG) and Security Deposit (SD) of contract forfeited and agency barred for doing business on entire indian railways for 5 (Five) Years. RB letter No. (RB letter No.2017/Trans/01/Policy dated 08.02.2018).

#### **1.4.4 NEFT Mandate Form**

The tenderer should provide NEFT details as per the format at Appendix-B of the tender document.

#### **1.4.5 EPF Registration Details**

The tenderer should provide EPF Registration details as per the format at Appendix-C of the tender document.

#### **1.4.6 Statement on Employment of Retired Railway Employees**

1. The Contractor shall submit a statement to the effect that no retired Engineer or retired Gazetted Officer is associated with the tenderer as per Appendix-D
2. If any retired Railway Employee is employed/have partnership then the Contractor shall abide by the instructions contained in the Clause No.16 of Annexure I of Part I and Clause No. 59(9) of Part II of Indian Railways Standard General Conditions of Contract, April-2022.
3. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the tenderer, as the case may be, shall be rejected.

### **1.5 Participation of Partnership Firms**

1. Participation of Partnership Firms in works tenders will allowed subject to conditions mentioned as per clause No. 18 of Annexure I of Part I-GCC April-2022
2. 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 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.
3. In case tenderer is other than sole proprietorship firm, necessary documents as per clause No. 14 (II) of Annexure I of Part I-GCC April-2022 shall be submitted by the tenderer.
4. If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole

Proprietor- ship 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.

5. After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society etc. shall be neither asked nor considered, if submitted.
6. The Railway will not be bound by any change 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.

## **1.6 Participation of Joint Ventures**

**Joint Venture Firms are not allowed** to participate in this tender since the value of the work is below 10 Crore. (Authority: Railway Board letter No. 2002/CE-I/CT/37 JV Pt.VIII, dated 14.12.2012)



## **2 GENERAL INSTRUCTIONS TO SUCCESSFUL TENDERERS**

### **2.1 Submission of Documents by Successful Tenderer**

On receipt of Letter of Acceptance from Railways, the successful tenderer should submit the following certificates in original in the Railway prescribed form.

1. A Letter from firm to Senior Divisional Electrical Engineer, General Services, Southern Railway, Salem – 636005 stating that the terms and conditions mentioned in LOA has been accepted
2. Power of Attorney for signing in the Agreement in the Measurement Book & for all purposes
3. Performance Guarantee as per Para 16(4) of Part II - Indian Railways Standard General Conditions of Contract, April-2022

### **2.2 Security Deposit**

The successful tenderer shall be required to furnish the necessary security deposit as per clause-16 (1) of Part II - Indian Railways Standard General Conditions of Contract, April-2022

### **2.3 Performance Guarantee**

The successful bidder shall have to submit a Performance Guarantee (PG) valuing 5% of the contract value drawn in favour of Senior Divisional Finance Manager, Salem Division, Southern Railway as per Para 16(4) of Part II - Indian Railways Standard General Conditions of Contract, April-2022.

If a Tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below.

<b>Sl.no</b>	<b>Bid Quoted in % of advertised cost</b>	<b>Additional performance guarantee(%)</b>
1	Below 0-5% (inclusive)	Nil
2	Below 5%	5%

### **2.4 Signing the Agreement**

The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Senior Divisional Electrical Engineer (G), Salem Division, Southern Railway for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Work and Materials) of Railway as amended/corrected up to latest Correction Slips, within Seven days after receipt of notice issued by the Railway that such documents are ready as per Clause No. 8 of Part-I of GCC and Para No.13 of Annexure-I (Second Sheet)

### **2.5 Issue of Identity Cards by Contractor**

1. Contractor is bound to issue Identity card as per Railway's prescribed format at your cost to each and every person deployed for execution of the Contract work. The attested Xerox copy of Identity card issued to each and every person should be submitted to this office on receipt of Work Order/Letter of acceptance from Railways. Failure on your part to issue identity cards to your employees will be treated as

breach of contract conditions and therefore will be dealt as per GCC.

2. It is mandatory on the part of every employee deployed by you to keep identity card in his possession, issued by you throughout the execution of work. Failure to do so will be treated as unauthorized presence in the Railway premises. Such persons shall be liable for prosecution as per Law
3. The Police verification of the contract laborers utilized for the subject work should be got done before allowing them to work on Railways

## **2.6 Tools & Plants**

All tools, tackles, instruments and materials required by the contractor, in connection with installation, erection, testing and commissioning of the whole equipment included in the contract shall be provided by the contractor at his cost. The contractor shall make his own arrangement for the entire work of installation and erection at site. The Railways shall not be in any way responsible for any loss or damage or deterioration which may happen to or in respect to such tools, instruments and materials either by the same being lost, stolen, injured or destroyed by any case what so ever. This clause shall not anyway diminish the liability of the contractor to execute the works in terms of the contract.

## **2.7 Storage Space**

Railway will make all necessary arrangements for storing the materials required for executing the work to the extent possible available at site, free of cost. It shall be the responsibility of the firm to take care of the materials stored. If necessary they may undertake suitable insurance policy. However, provision of storage space shall not be put forward as a condition for timely completion of work.

## **2.8 Water & Electricity**

The Railway shall supply raw water required for the construction work at free of cost to the extent possible. Electricity for construction shall also be made available to the extent possible by the Railway to the Contractor on payment basis at prevailing rates. However, the inability of Railways to provide electric power for any reasons (eg. Load shedding by E.B's, other administrative constraints etc.,) should not be put forth as a reason for delay in execution of work.

## **2.9 Quality Assurance Registers**

For Quality Assurance, maintenance of various registers on the part of Railways as well as the contractor for the subject works contract is necessary for system improvement as per CVO/MAS Lr. No. VO/PC/L/2012/10/039/CMS, dt. 12-02-13. Hence, the following registers are to be maintained in the subject works contract depending upon the nature of work at site

Sl.	Name of Register	To be Maintained by
1	Site Order Book	By Firm
2	Hindrance Register	By Firm
3	Material Transaction Register	By Firm & Railway
4	Daily Progress & Labour Register	By Firm

Table 1: Quality Assurance Registers

These Registers are to be maintained at site and should be produced during inspection by Officials. The format for maintaining the above-mentioned Registers are given in Appendix E, F, G H

## **2.10 Variation in quantities**

Variation in quantities shall be as per Clause No. 42 (2) of Indian Railways Standard General Conditions of Contract, April-2022 or latest.

## **2.11 Compliance to Statutory Regulations**

The work shall also confirm to the following acts rules & codes applicable:

1. Indian factories Act.
2. Indian Boiler Act.
3. Indian Explosive Act.
4. Indian Electricity Rules.
5. National Buildings Code.
6. Indian Standard Specification wherever applicable.
7. Minimum Wages Act, Shramikkalyan, PMJJBY, PMSBY etc.

## **2.12 Accident, Safety of Men and Material**

1. The contractor shall be fully responsible for ensuring safety at all times and shall bear the cost of all damages in cases of accidents/ unusual occurrences resulting in damages to Railway property.
2. The contractor must ensure the safety of laborers engaged by him while handling the materials/transporting the materials from one place to other places during the course of execution of work and the Railway will not be responsible for any injury sustained by the laborer or any fatal accident and the contractor should bear all the loss and expenditure involved.
3. The Contractor shall take all precautionary measures not only for protection of his own personnel moving about or working on the Railway premises, but also confirms to the rules and regulations of the Railways in this respect.
4. The contractor shall not permit their staff to work on the posts carrying overhead conductors or any other current carrying parts unless he receives in writing the permit to work from the authorized Railway representatives. He shall have to ensure that the supply lines are dead earthed before commencing the work on the overhead conductors or any other current carrying parts.

## **2.13 Labour**

The successful tenderer shall comply with the provisions related to Minimum Wages Act, Employees Provident Fund Scheme, Employees Deposit Linked Insurance Scheme etc., as mentioned in Clause 54 to 60 of Indian Railways Standard General Conditions of Contract, April-2022 or latest. Contractor should encourage employees to join PBSBY & PMJJBY.

### **2.13.1 Updation of Labour data on Railway's Shramikkalyan portal**

1. Contractor is to abide by the provisions of Payment of Wages Act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract, April-2022. In order to ensure the same, an application has been developed and hosted on website '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in Public domain. The Registration/updation of Portal shall be done as under
  - (a) Contractor shall apply for Onetime registration of his company/firm etc. in the

Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.

- (b) Contractor once approved by any Engineer, can create password with Login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
  - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptance (LOA)/Contract Agreements on shramikkalyan portal within 15 days of issue of LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
  - (d) After approval of LOA by Engineer, contract shall fill the salient details of contract labours engaged in the contract and ensure uploading of each wage payment to them on shramikkalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
2. While processing of any 'On Account bill' of 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) till \_\_\_\_Month, \_\_\_\_Year".

## **2.14 Swachh Bharat Mission**

The contractor must maintain a clean work area. Not only after the completion of contract, but he should also continue to clean the work area during the performance of the contract. Milestones for periodical cleaning of debris and dumping in nominated areas can be the running bills of the contract. Thus the following should be done.

- 1. A spot for dumping of the debris should be identified.
- 2. Each bill will be accompanied by a certificate by the concerned railway supervisor that the debris for the work done till the stage of payment (for which the bill is being put up) has been cleared and dumped at the nominated site. This will also be subjected to check by officers as per the provisions of test check.
- 3. The supervisors in the field should be asked to nominate the dumping spot for the debris and advise the contractors in writing.
- 4. This has to be ensured at the time of bill payment.

Anti-larval work: The contractor shall be responsible for anti-larval work at his cost during the progress of work as may be prescribed by Engineer on the advice of the Railway Medical Authorities and where use of insecticides involved it shall be done in accordance with the provision of Act and Rules, in this behalf at the cost of the contractor who shall also be solely responsible for any act or omissions under the provisions of the aforesaid rules.

## **2.15 Transparency in Governance**

A board should be erected at work sites indicating the name of work, approx. cost, expected date of completion, name & address of the Contractor and address of Engineer on a proper steel Board of size not less than 1m x 1m.

1. All the work site for works more than Rs.10 Lakh should have a board as above mentioned.
2. The pattern and the information to be provided should be taken from State Government boards.
3. The Board should be large enough to be easily visible, similar in size to those provided by the State Govt.
4. All bills submitted should carry a certificate from the concerned supervisor that “Good Governance Board has been installed at the work site”.
5. This has to be ensured at the time of bill payment.

## **2.16 Noteworthy Instructions**

1. The work shall be carried-out in consultation with and in the presence Senior Divisional Electrical Engineer, Southern Railway, Salem-5 or his authorized representative at site. In case of any difference of opinion in ‘execution of work’, the decision of Sr.DEE/G/SA or his authorized representative shall be final.
2. The work shall be carried out generally in conformity with the Railway specifications, except as amended or modified by these special conditions and directions if any in writing by the Engineer-in-charge of the work and also in conformity to Indian Electricity Rules & Regulations as amended from time to time and also conforms to Southern Railway specifications used for this purpose.
3. The program and method of work shall have to be furnished by the contractor well in time in consultation with Engineer -in-charge of the work.
4. Contractor will follow all security procedure and shall obtain necessary permits/gate passes as prescribed by Railways for entry of personnel or bringing in or taking out the material concerning the contract.
5. No free passes or transport will be arranged by the Railways for the movement of contractor and his staff.
6. Communication handed over to the contractor’s personnel at sites/over phone/FAX/mail shall be deemed to have reached his office.
7. The several documents forming the Contract are to be taken as mutually complementary to one another.
8. No claim whatsoever will be entertained by the Railway on account of any delay or hold up of the work(s) arising out of delay in approval of changes, modifications, alterations, additions, omission or due to any other factor on Railway account.
9. All expense incurred towards the transportation of contractor’s staff and material and daily allowance of the contractor’s personnel shall be borne by the contractor.
10. Contractor shall normally be allowed to carry out the work during day time only.
11. This contract shall be governed in all respects by the prevailing laws in India and governed by General and special conditions of Indian Railways.

## **2.17 Termination of the Contract**

As per Clause No. 62 of the General Conditions of Contract, the owner reserves the right to terminate the Agreement forthwith after giving 7 days’ notice in case the contractor or Service Engineer fails to attend the repeated complaints of the owner or the services or contractor’s work is found unsatisfactory.

## **2.18 Settlement Of Disputes**

Settlement Of Disputes shall be as per clause 63 and 64 of Indian Railways Standard General Conditions of Contract, April-2022 or latest.

## **2.19 Deviation**

Deviation if any to Railway’s schedule and terms and conditions etc. should be furnished along with the offer.

### 3 SPECIAL CONDITIONS OF CONTRACT

These special conditions should be read in conjunction with the General Instructions of this tender and Indian Railways Standard General Conditions of Contract April-2022 with amendments or latest. In the event of any conflict or inconsistency between the Indian Railways Standard General Conditions of Contract and Special Conditions of Contract, the provisions of Special Conditions of Contract contained herein shall prevail.

#### 3.1 Electrical License

The contractor shall hold a valid Electrical Contractor License issued by the competent State Electrical Licensing Board / Chief Electrical Inspectorate, duly authorizing the execution of Low Tension (LT) electrical installation works up to 650 Volts, including 415 V three-phase systems.

Submission of a valid electrical contractor license along with the bid is mandatory. Failure to upload the same shall render the offer liable for rejection.

#### 3.2 Eligibility Criteria

Not applicable since the value of the work is below 50 Lakhs. (Authority: Railway Board letter No.2007/CE.1/CT/18 Pt.XII, dated 31.12.2010).

In case of other than Company/Proprietary firm, Appendix-J shall be submitted by the each member of a Partnership Firm/Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. **Non-submission of above certificate by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatory incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

Tenders not accompanied by documentary evidence in support of eligibility criteria will be rejected. No post tender communication in any form will be made or entertained, after opening of tenders, in this regard.

#### 3.3 Completion Period

1. The entire work shall be completed as per LOA. The work should be started immediately from the date of submission of Performance Guarantee as per terms and conditions of contract after acceptance of LOA.
2. In case if the entire work is not able to complete within the given period, the extension of time will be granted as per clause 17 of Indian Railways Standard General Conditions of Contract April-2022 or latest. The Contractor shall apply for extension before 15 days of expiry of the period of completion.

#### 3.4 Supply of Materials

Contractor shall ensure all materials / fittings /appliances etc. used in electrical installations shall conform to BIS Specifications wherever these exist. In case of the materials for which BIS Specifications do not exist, necessary approval may be taken from Sr. DEE/G/SA. The materials brought from valid CPWD approved makes/suppliers at the time of execution of work are also accepted.

A provision list of Approved Makes for supply of materials under contractor's scope is enclosed in the Tender Document. Any other makes for those items specified in the Provisional list should have prior approval of Sr.DEE/G/SA.

Note –(W.r.t CECE letter No. E.252/1/8/Circular, dated 25.03.2025)

1. All cables will be accepted only with Original NABL/WTC test certificate
2. All NABL/WTC test certificates for cables must include the following details.
  - (i) Batch No./Drum No./Lot No./Serial No. of Tested cable.
  - (ii) LOA/Agreement No. as a reference, with the Railway mentioned as the Consignee/customer.
  - (iii) The WTC should be issued on the official letter head of the manufacturer (OEM). Additionally, documents supporting the purchase of materials from an ISI certified manufacturer should be submitted along with the materials. (

### 3.5 Date of Acceptance

The date of successful completion of the work and handing over of the same to the Railways shall be taken as the date of acceptance. The warranty/ free maintenance period shall commence from this date

### 3.6 Deployment of Qualified Engineers at Work Sites by the Contractor

1. **The Contractor shall employ 1 No. of qualified Graduate Engineer for works Rs. 200 Lakh or more and 1 No. of Diploma Engineer for works costing more than Rs. 25 Lakh, but less than Rs 200 Lakh.**
2. In case the Contractor fails to employ the qualified Graduate Engineer or Diploma Engineer, as aforesaid in above Para, he shall be liable to pay penalty at the rate of Rs. 40,000/- or Rs. 25,000/- respectively for each month or part thereof for the default period for the provisions contained above Para.

(Authority: Railway Board's letter no. 2012/CE-I/CT/O/20, dated 10.05.2013)

### 3.7 Guarantee

1. The work carried out shall be guaranteed against manufacturing defects and/or workmanship and for its satisfactory performance **for a period of 12 months** from the date of commissioning. Necessary warranty certificate obtained from manufacturer for the material supplied by the contractor shall be submitted to Railways at the time of commissioning.
2. The **LED light fittings shall be warranted for a minimum period of 60 months** by the manufacturer. Necessary warranty certificates shall be handed over to Railway by the contractor. For LED Light fittings & BLDC fans procured through Works Contract - deferred Payment will be applicable to handle with its warranty claims: (Authority – CECE/SR's letter No. E.46/P/2026-27, dated 05.05.2026)
  - a. 70% of the accepted contract value after supply of LED luminaries and BLDC fans.
  - b. 5% of contract value after erection, testing and commissioning of luminaries and BLDC fans.
  - c. (i) 25% at the rate of 5% at the end of every year of warranty period of 5 years for LED luminaries and BLDC fans.  
(or)  
(ii) 25% of the deferred payment may be released on submission of a valid Bank Guarantee (BG) equivalent to the 25% of contract value by the contractor which shall be retained by the Railway for the entire warranty period.
3. During the course of guarantee period, in case any defect is noticed due to faulty workmanship or defective materials used, necessary repair has to be arranged to the entire satisfaction of the Railway and such works will be carried out at contractor's risk and cost.

### 3.8 Penalty for Unsatisfactory Performance

1. If the contractor fails to carryout, execute and complete the work to be done by him under this contract to the entire satisfaction of railways then Railway may impose penalty as deemed based on the merit of

the case by Competent Authority.

2. In case of delay in warranty attention beyond the time limit specified then also penalty as desired by Competent Authority will be imposed.

### 3.9 Penalty due to unsafe working

1. In the event of accident at the work site on account of contractor's negligence or by the negligence of his men, penalty up to an upper limit of 10% of total cost of the work shall be imposed on the contractor.
2. The Railway administration reserve, the right to terminate the contract with immediate effect if the contractor is found responsible for causing an accident, without giving any further notice to the contractor.
3. In the event of contractor starting the job without supervision causing of accident he will be prosecuted under Railway act for unlawfully interfering with the railway track and the contractor should bear the actual losses, compensation with damages to the railway property. In addition, a penalty of Rs. 20,000/- for every such case shall be chargeable on the contractor.

### 3.10 Penalty for Cable Damages

The Contractor shall ensure that before under taking any digging work in connection with the execution of the work, a written permission shall be obtained from the Senior Divisional Electrical Engineer, General, Southern Railway, Salem-636 005 or the Engineer in charge of that particular section. It may be noted that damage caused to any of the Signal/Electrical cable, pipe line etc., will attract penalty apart from rectification on the damage caused. In case of any damages to Railway cables during execution of the work, penalty will be imposed for damaging the cables (i.e. QUAD, OFC Signaling cable, Electrical cable etc.). The details of penalty will be as follows,

Nature of Cable damage	Penalty per location
Only QUAD cable or signaling cable	Rs.1 lakh
Only OFC	Rs.1.25 lakh
Both OFC & QUAD	Rs.1.5 lakh
Electrical cable	Rs.1.0 lakh

{ Authority: DRM/SA letter No.SA/G.120/DRM/Notes/Ltr/2015 Dt.: 23.01.2015 }

### 3.11 Inspection

1. The contractor shall make arrangements for inspection of materials by RITES for schedule items whose total value cost Rs. 5 lakh or more and submit the inspection certificates
2. **RITES Inspection Fee to be paid by the Contractor**
3. The inspecting officer(s) for this contract shall be the Senior Divisional Electrical Engineer/GS/SA or his authorized representative. The inspection shall be carried out at the sole discretion of Railways.
4. All installation and erection work shall be subject to the inspection by the Inspection officer(s) to ensure that the work is done in accordance with a specification, approved designs and drawings of the best quality suitable for the purpose.
5. The contractor shall arrange all materials, equipments, tools, labour and maintenance of every kind at



free of cost, which the Inspecting Officer or his authorized representative may consider necessary for any test, inspection and examination.

6. In case of any difference of opinion regarding quality of work or quality of the materials, the decision of the Engineer-in-charge shall be final.
7. No equipment/stores will be considered ready for dispatch until the Railway or the Inspecting Officer nominated by it shall have certified in writing that they have been inspected and approved by him or such inspection is waived subject to final performance.
8. The authorized Railways Representative shall have access to the contractor's premises and have powers to "Inspect and examine the materials and workmanship of the work at any time during the manufacturing at the manufacturer's premises or in the premises of the sub contract or at the site of the erection"
9. The decision of the Inspecting officer as regards the acceptance or rejection of the equipment/work shall be final and binding on the contractor. On the equipment/work being rejected by the Inspecting Officer or the Railways at destination, the contractor shall replace such rejected equipment/portion of the work forthwith within two weeks from the date of rejection. The Contractor shall bear all the cost of such replacement including freight etc., but without being entitled to any extra time on this account.

Before commissioning of the installation, apart from functioned tests the following tests shall be conducted and the results shall confirm the values specified and shall be certified by the person whose competency certificate has been attached.

- i. Insulation test.
- ii. Earth continuity test path
- iii. Earth resistance value etc.

### **3.12 Clearance of the Electrical Inspector (if required)**

1. The Contractor shall be responsible to obtain necessary licensee from respective State Electrical Inspector before commissioning as per the present rules
2. The Contractor shall provide all drawings & other details in adequate copies as necessary for submission to the Chief Electrical Inspector at no extra cost.
3. Any modification alterations/ corrections as may be necessary as pointed out by the Electrical Inspector during his inspection shall be carried out free of cost by the contractor to bring the system/equipment to the standard of performance & safety as desired by the Electrical Inspector.

### **3.13 Price Variation**

No price variation for this contract will be applicable. The price value quoted by the contractor and accepted by the Railway shall be treated as firm during the entire period of completion of work.

### **3.14 Terms of Payment**

1. Procedure for claiming payment will be as per the provisions contained in GCC, April-2022 or latest.
2. For LED Light fittings & BLDC fans procured through Works Contract - deferred Payment will be applicable as per clause No. 3.9.2.
3. Payment will be made as per the schedule of work, after inspection and testing by an authorized

Railway's representative for the actual quantity of work carried out.

4. All the measurements are to be recorded online in IR-WCMS portal as per extant rule
5. Based on the finalized measurements, Sr.DEE/G/SA or his authorized representative will generate Online bill and the same will be forwarded to Contractor for acceptance. Contractor shall accept the same and attach all the related documents online and re-submit the same to Sr.DEE/G/SA for verification and further processing for payment before passing the bill.
6. The bill-passing officer is Sr.DEE/G/SA and the bill-paying officer is Sr. DFM/SA.
7. All rates quoted in the tenders shall be deemed to be inclusive of CGST, SGST, IGST etc payable by the contractor to the Government or any public body and no additional amount/rate or claim will be entertained on this account by the Railways. Also no claim whatsoever will be accepted by Railways on account of revision of tax rates, new taxes of statutory nature by State/Central Govt.
8. Railways shall not be liable for any other charges except the rate accepted as per Price schedule. Under no circumstances, the rates quoted by the contractor and accepted by the Railways shall be enhanced during the entire period of contract.
9. Payment through Letter of Credit (LC)
  - (a) Contractor shall have option to take payment from Rly. through a Letter of Credit (LC) arrangement.
  - (b) This option of taking payment through LC arrangements has to be exercised in IREPS (Indian Railway Electronic Procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
  - (c) The option so exercised, shall be an integral part of the bidder's offer.
  - (d) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
10. The contractor should have registered their firms with ESI & EPF organizations. The following details have to be submitted along with contractor running bills.
  - (a) List of employees engaged by the contractor month-wise and their details such as name, DOB, Aadhar no. & address, EPF & ESI A/c. no. Bank & Branch address, amount contributed towards EPF & ESI.
  - (b) Attendance of employees.
  - (c) Payment to the contract labours should be paid through bank / cheque. Proof of salary paid to them duly ensuring the latest minimum wages should be submitted.
  - (d) Statement showing amount deducted & deposited on their behalf of EPF.
  - (e) Medical facilities from ESI, if applicable and ESI deductions.
  - (f) Self-certified copies of vouchers received from EPF & ESI organizations
  - (g) While processing of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee/Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at www.shramikkalyan.indianrailways.gov.in till \_\_\_\_\_Month, \_Year".
  - (h) Contractor should encourage employees to join PBSBY & PMJJBY

### **3.15 Taxes and other Deductions**

#### **3.15.1 Income Tax Deductions**

Recovery of income tax at source as per prevailing rate at the time of billing will be deducted from the bills as per extant rules and a certificate will be issued in Form No.16 for such deductions with each bill.

#### **3.15.2 Goods and Services Tax**

Supply of Goods & Services would be subject to GST Act and rules applicable from time to time in this regard.

#### **3.15.3 Conservancy Charges**

Conservancy Cess Charges shall be deducted from your bills based on average No. of Labourers/Workmen employed per day by you for the above work.

Sl	Average No. of Labourers or Workman Employed PER DAY	Conservancy Cess Charges to be recovered PER MONTH
1	01 to 05	Rs. 159
2	06 to 10	Rs. 312
3	11 to 25	Rs. 785

Hence you should furnish the list of name and age of each Labourers/Workmen employed per day by you for the above work and the same should be certified by the SSE in-charge. (Ref: As per clause No. 6 of General Conditions of Contract and the Railway Board letter No. F(X)1-95/1/1, dated 07-09-2021).

#### **3.15.4 Taxes on Schedule Items of Work**

1. The rate quoted by the Contractor in the Schedule of work is inclusive of Goods and Services Tax, duties, royalties, Octroi, Cess, Surcharge etc., payable by the Contractor to the Government or any public body as applicable to the work
2. No additional amount / rate or claim will be paid by the Railways on this account.

#### **3.15.5 Multiple L-1**

In case of more than one L-1 bidders, tender may be awarded to tenderer having higher bid capacity. In case bid capacity is also same, the tenderer having done more value of similar work in last three previous financial years and current financial year up to the date of opening of the tender, may be selected for the award. Instructions with respect to bid capacity will follow.

(Ref: Railway Board letter No. 2017/Trans/01/PolicyDt.08.02.2018.)

#### **3.15.6 Vitiating**

In partial modification of existing instructions, it has been decided that as a result of variations, a contract shall be considered “vitiating” only when the following percentage variation in contract value between tenderers are noticed to have been exceeded.

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

*(Ref: Railway Board letter No. 2017/Trans/01/Policy dt 08.02.2018.)*

The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single tender should be obtained.

*{Authority :( 1) Item-9 to Railway Board's letter no. 2007/CE-I/CT/18, Dated 28.09.07 and*

*(2) Item-2 to Railway letter no. 2007/CE.I/CT/18/Pt.XII, Dated 31.12.10}*

*(3) Railway letter No.2017/Trans/01/Policy dt.26.10.2017*

## **4 LIST OF APPROVED MAKES**

### **4.1 Provisional List of Approved makes-Page 1**

**Provisional List of Preferable Makes (General Services)**

Sl. No.	Description of Item	Makes
1	MCB, DBs, Enclosures, Metal Clad Socket	Legrand, L&T, ABB, Schneider, Siemens, Indoasian, C&S, Havells, Hager, GE, Crompton, POLYCAB, Standard.
2	MCB, DBs, Enclosures	Legrand, L&T, ABB, Schneider, Siemens, Indoasian, C&S, Havells, Hager, Standard.
3	ACB, MCCB, RCBO, Earth Fault Relay, RCCB, Contactor, Timer, SFU	Legrand, L&T, ABB, Schneider, Siemens, Hager, Havells, C&S, CGL, GE, Crompton
4	COS	Legrand, L&T, ABB, Schneider, Siemens, HPL, C&S, Havells
5	LTUG/HTUG Cable and their accessories	Finolex, Havells, CCI, Polycab, KEI, V- Guard, RR cable, Oriental, Anchor.
6	HDPE Pipe	Jindal Pex, Supreme, Finolex, Mangalam, Dutron, Apollo, Premier, Ganga Kavery, Manjushree, Capital, Unnati, Jalthan.
7	Measuring/ Metering Instruments/ Multi data Meter/Energy Meter etc	Schneider, ABB, L&T, Elmeasure, HPL, MECO, Techno, Bentex
8	LT- PVC Copper wire (Single & Multi Core)	Finolex, Havells, Gloster, Polycab, KEI, V-Guard, Anchor, RR Cables
9	Light fittings/Lamp	Philips, Bajaj, Crompton Greaves, Havells, Panasonic, Wipro, Jaquar, Surya, Eveready, Luker, CGL, GE, Samsung, C&S, Polycab, Halonix
10	LED make	NICHIA, OSRAM, SEOUL, PHILIPS LUMILEDS, CREE, LEDNIUM, AVAGO
11	Junction Box, Enclosure, LILO box, Meter Box etc.	Schneider, Sintex, Hensel, ABB, CAPE Electric, Indoasian, Havells, C&S, Legrand, L&T
12	Industrial Plug & Socket	Anchor, Havells, Legrand, Schneider, ABB, L&T
13	Class B/C GI Pipe	Jindal, Tata, Apollo, Zenith, Surya
14	PVC/CPVC Conduit/ casing and Capping & PVC Switch boards	Astral Pipes, Supreme, Finolex, Dutron, Sun, GM, Anchor, Avoplast, Precision. Prestoplast, Anchor, Havells, Legrand, Modi
15	Submersible cables	Polycab, Finolex, L&T, Havells, RPG, Anchor, V- Guard, KEI
16	Pump sets	KSB, Kirloskar, Crompton, Taro (Texmo), CRI, V-guard, Deccan, Suguna, Aquatex
17	Pump starter	KSB, Kirloskar, Crompton, L&T, Siemens, C&S, Havells, Standard, BCH.
18	PIR sensors with switching module	Lutron, Schneider, Siemens, Legrand, Hager
19	BLDC Fan	Usha, Atomberg, Orient, Crompton, Havells, Panasonic, CGL, Khaitan, Usha, Standerd. Polycab, Bajaj, Luker, Superfan, Halonix
20	Industrial Air circulator	Usha, Orient, Crompton, Havells, Panasonic; Bajaj, Khaitan, Almonard, Orient

#### 4.2 Provisional List of Approved makes-Page 2

21	Exhaust fan/ wall mounting fan/ Pedestal fan	Usha, Atomberg, Orient, Crompton, Havells, Panasonic, CGL, Khaitan, Usha, Standard. Polycab, Bajaj, Luker, Superfan.
22	Modular Switches, Switch box, Covering plate, Sockets, Holders, MCB protected sockets	Havells, Crabtree, Legrand, GM, C&S, Honeywell, ABB, Schneider, Indoasian
23	AC units (Window AC/ Split AC/ AC Plant, Packaged unit)	Blue Star, Hitachi, LG, Samsung, Carrier, Voltas, Daikin, O-General, Hitachi, Videocon, Fedders Lloyd, Mitsubishi, GODREJ
24	UPS/Inverter	Hykon, Numeric, Microtek, APC, Schneider, Luminous, V-Guard
25	Digital water level controller	L&T, Schneider, Siemens, Legrand, ABB, Hager
26	Metering cubicle, Indoor/Outdoor pot heads for HT cable, GOS, HG fuse unit, Insulators, Lightning arrestors	As approved make of TNEB
27	CSS, RMU, LBS	ABB, L&T, Schneider, Siemens, Kirloskar.
28	Transformer	NGEF, KEL, TTE, REL, YULE, ITEC, AE, GEC, BHEL, Swastic, Copper, ETC, Crompton, Kirloskar, or BESCO, KSEBL, MESCOM, TNEB approved makes
29	High masts <i>Octagonal Pole</i>	Bajaj, Utkarsh, Crompton, Philips, SURYA, Transrail, Jaquar, RR Ispat
30	CLS Panel	RDSO/CORE approved makes
31	VRLA Battery	Amaron, Exide TATA, Luminous, Panasonic
32	Geyser	Crompton, Racold, Jacour, Havells, Bajaj, V-Guard, Haier
33	Cable tray GI	Legrand, Jindal
34	Trunking system PVC	Legrand, Jindal
35	PVC Pipe, u PVC Column pipe	Finolex, Supreme, Astral, Presicion, Ashirvad, Falcon Cello, Avoplast.
36	Electronic Energy Meter	L&T, Siemens, Secure, ABB, Schneider
37	Timers Astronomical & Solid state	ABB, BHEL, GE, L&T, SIEMENS, Havells, Schneider, Legrand, Selec
38	Call Bell	Leader, Anchor, Havells
39	Time Switches	L&T, Siemens, Legrand, Havells, GE, Hager, HPL
40	GI sheet	Jindal, Sail, Essar, Tata, Surya
41	DP Switch	L&T, Havells, HPL, GM, Legrand, C&S
42	Poly Carbonate Cable looping boxes	Sintex, Hensel, Cape, Electric, Fab, Grasp, Fibox
43	DG Set	Koel (Kirloskar Oil Engines Limited), Cummins, TATA, ASHOK LEYLAND, Mahindra Powerol, Greaves Power
44	Desktop computers	DELL, HP, LENOVO, APPLE ASUS, ACER, MSI, SAMSUNG
Railways reserves the right to choose any one of the makes given above, tenderers are advised to supply any one of the makes, in this regard decision of Railway is final. Any other makes for the above items should have prior approval of Sr.DEE/G/SA		
Manufacture's Test Reports/Test Certificates should be submitted to this office for all major plants, equipment and machineries as required by the Engineer in-charge along with the delivery challans before making the final measurement.		

## A Appendix - Statement of Works on Hand

Sl No	Name of the Organization	Name of the work	Place of work	Value of work	Present Physical Progress (%)	Likely date of completion
1	Southern Railway i. Open line in the Divisions of S.Rly. ii. Construction organization iii. Metropolitan transport project under CAO/CN/MTP/MS. iv. Railway Electrification project					
2	Other: i) Other Railways. ii) Other Public Sectors Under takings. iii) Private Sector under takings.					

Table 2: Statement of Works on Hand

The information furnished above is correct and complete to the best of our/my knowledge and belief.

We are / I am aware that if the information furnished above are found to be wrong or incomplete or any relevant information is found to have been suppressed, the tender is liable to be rejected, at any stage as per clause of the conditions of the tender.

We are / I am aware that if the declarations as above in the tender are found to be not true, any agreement that may be entered into is also liable to be terminated by the Railway.

## B Appendix - NEFT Mandate Form

### Firm Details

Name of Firm as in Bank Statement	
Name of the Contact Person	
Address	
E-mail ID	
Phone Number	

### Bank Details

Name of the Bank	
Branch Name	
Bank Address	
Type of Bank Account (SB/CA/CC)	
Contractor/Firm's Bank Account No.	
IFSC Code (11 digit) of Bank for NEFT	
9-Digit MICR code number of the Bank and Branch	

### Other Details

Contractor/Firm's PAN No.	
Contractor/Firm's TIN No	
Contractor/Firm's GST No.	

Table 3: Bank Account Details

**Note:** Cancelled cheque may be enclosed for verification of bank details.

**Declaration:** I hereby declare that the particulars given above are correct and complete. I authorize Railways to deposit the amount to the above mentioned Bank account if any payable to me. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Railways responsible for the same.

**Signature of the Authorized person of the Firm  
with stamp and date**



## C Appendix - Employees Provident Fund Registration Details

### Firm Details

PF Code if already registered	
Name of the Contractor/Outsourcing agency	
Address of the Contractor/Agency	
City	
District	
State	
PIN code	
Owner Name	
Owner Phone/Mobile	
Total No. of Employees Engaged	
PAN	
TAN	
Period of Contract (From Date)	
Value of Contract	

Table 4: EPF Registration Details

## D Appendix - Statement on Employment of Retired Railway Employees

### Declaration:

The bidder shall declare in the remark's column that "I am neither a Retired Railway Employee nor employed any Retired Railway Employee in my firm/company nor do not have any Retired Railway Employee as my partner/director in my firm/company" if no retired Engineer or retired Gazetted Officer is associated with the tenderer. Or If any retired Railway Employee is employed/have partnership then the Contractor shall abide by the instructions contained in the Clause No.16 of Annexure I of Part I and Clause No. 59(9) of Part II of Indian Railways Standard General Conditions of Contract, April-2022 Tenders without the information above referred to will be summarily rejected.

## E Appendix - Site Order Book

### SOUTHERN RAILWAY SITE ORDER BOOK

Name of Work:

AGT.No./Date

Name of the contractor

Starting date:

Date	Site order by Inspecting Officials	Signature of the official	Noting Signature		Compliance	Remarks	Compliance Signature	
			Contractor	SSE			Contractor	SSE

Table 5: Site Order Book Details

Notes:

1. Site orders should be recorded specifically and chronologically
2. Wherever required, site orders may be supported by sketches

Special Note: Any objection of the contractor to the site orders should be brought to the notice to the Executive Engineers or higher officials immediately by the Contractor separately.

## F Appendix - Hindrance Register

### SOUTHERN RAILWAY HINDRANCE REGISTER

Name of Work:

AGT.No./Date

Name of the contractor

Starting date:

Sl.N	Nature of Hindrance	Date of Occurrence	Date of removal	Period of hindrance	Overlapping period	Total period of hindrance	Extension recommended	Extension approved	Clause under GCC	Signature	
										Contractor	SSE

Table 6: Hindrance Details

## G Appendix - Material Transaction Register

### SOUTHERN RAILWAY MATERIAL TRANSACTION REGISTER

Name of Work:

AGT.No./Date

Name of the contractor

Starting date:

Location of Stores

	Date of Receipt																				
	Name/Nature of Work																				
	Opening Balance																				
	Item Description																				
	Details of Receipt																				
	Voucher No.	Brand	Quantity	Expiry Date	Total received (with unit)																
	Test certificate																				
	Signature																				
	Contractor	SSE																			
	Details of issues																				
	Date	Quantity	Total Issued																		
	Closing balance																				
	performance Remarks reg																				
	Signature																				
	Contractor	SSE																			

Table 7: Material Transaction Details

## H Appendix - Daily Progress & Labour Register

### SOUTHERN RAILWAY DAILY PROGRESS & LABOUR REGISTER

Name of Work:

AGT.No./Date

Name of the contractor

Starting date:

Date	Status of Work (in the beginning)	Progress (on date)	Contractor labour (available at site)	Remarks	Signature	
					Contractor	SSE

## I Appendix - BID Security

### 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 herein before 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	SBIN00RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS	SECTOR-11, CBD BELAPUR, NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
BG ENABLED	YES

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

Date .....

Place.....

Bank's Seal and authorized signature(s)

(Name in Block letters) .....

(Designation with Code No.).....

(P/Attorney) No.....

Witness:

1. Signature, Name & Address & Seal

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.

## **J Appendix - Certificate format**

*(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: