ANNEXURE

Commercial Compliance:

1	Applicable for all Tenders	As per provision of IR GCC,2022; 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 90days beyond the bid validity period. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
		(i) A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
		(ii) The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.
		(iii) Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
		(iv) The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
		(v) The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
		(vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
		(vii) The envelope shall be addressed to the officer and address as mentioned in the tender document.
		(viii) If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
2	Applicable for all Tenders	Bid Security deposited by the successful tenderer will be forfeited if the tenderer shows resiliencies form his/her/their offer or modify the terms and condition thereof in a manner not acceptable to the Railway within the stipulated period of validity of offer. If the successful tenderer fails to execute the agreement bond/security deposit or start the work within the stipulated period, or as may be stipulated in the letter of acceptance, the entire earnest money shall be liable to be forfeited to the Rlys. Earnest money is liable to be forfeited in cases where any of the statements/declarations/information made by the tenderer is proved wrong/false/incomplete or such as to withhold any information relevant for consideration of the tenderer.
3	Applicable for all Tenders	The amount of earnest money will be refunded to the un-successful tenders after finalization of the tender. The earnest money remitted by the successful tenderer, will be refunded on deposition of full security money of the contract or may be adjusted against security deposit.
4	Applicable for all Tenders	Tenderer shall submit certificate issued by their Banker showing financial capabilities of the Tenderer to undertake a work of such magnitude as is covered by the present tender. The Railway reserves the right to treat the tenderer as having no financial capability to handle such a work in absence of such certificate.
5	Applicable for all Tenders	The payment will be made against submission of on-account bills as per payment clause. The bill is to be submitted to the concerned Sr. Section Engineer (SSE) of the respective Shop in the premises of C & W Workshop, Eastern Railway, Liluah along

Signature Not Verified
Digitally signed by ROHIT KUMAR PASWAN
Date: 2026.06.22 11:35:17 IST
Reason: IREPS-CRIS
Location: New Delhi

		with the following: Certificate for satisfactory completion of work obtained from SSE. In case any other defect is noticed by the above Railway Representative, the same should be rectified immediately to obtain such certification; otherwise LD will be effected upon Bills will be accompanied by the receipted Challans for materials fitted and/or consumed. The Contractor will submit the proof of valid GST Registration. Otherwise GST will be deducted at the time of payment. Copy of PAN will also be submitted along with each on-account bill. The SSE will, in turn, after putting note for acceptance and allocation of the same, submit the same to Dy. CEE (W)/E. Railway/ Liluah who will pass the Bill for payment. Payment will be made by the WAO(IC), Eastern Railway, Liluah, deducting the L.D., if any, and other statutory deductions like Income Tax, GST etc.
6	Applicable for all Tenders	Submission of Performance Guarantee: As per General Conditions of Contract 2022: The procedure for obtaining Performance Guarantee is outlined below: The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.The failed Contractor shall be debarred from participating in re-tender for that work. (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value:- (i) A deposit of Cash; (ii) Irrevocable Bank Guarantee; Government Securities including State Loan Bonds at 5% below the market value; (iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India; (v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India; (vi) Deposit in the Post Office Saving Bank; (vii) Deposit in the National Savings Certificates; (viii) Twelve years National Defence Certificates; (ix) Ten years Defence Deposits; (x) National Defence Bonds and (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also,FDR in favour of FA&CAO (free from any encumbrance) may be accepted. (C)The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days. (d) The value of PG to be submitted by the Contractor is based on original contract

		value and shall not change due to subsequent variation(s) in the original contract value. (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed. (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of: (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee. (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer. (iii) The Contract being determined or rescinded under clause 62 of these conditions. No interest will be paid for deposit of Performance Guarantee. Any of the above instrument: of Performance Guarantee (PG) should be drawn in favour of FA & CAO, Eastern Railway, Koklata
	Applicable for all Tenders	16.(1) Security Deposit (General Conditions of Contract 2022): 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 period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract. Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times. 16.(2) (i) Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following: (a) Final Payment of the Contract as per clause 51.(1) and (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause

		50.(1), in case applicable. 16. (2) (ii) Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited. 16.(3) No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.
	Applicable for all Tenders	Please submit your Bank details such as Name of the Bank along with Bank Branch code, account No., IFSC Code and PAN Number etc.
	Applicable for all Tenders	All the bidders/tenders should ensure that they are GST complaint and their quoted tax structure/rates are as per GST Law.(Please upload certificate of GSTIN registration).