

INSTRUCTIONS TO TENDERERS

Mandatory document check list- The below mentioned documents are all mandatory documents failing to submit the Bid shall be summarily rejected.

Sl.NO	Description	Mandatory Remarks	Remarks	Yes/NO
1	NEFT Form	All firm should be upload	Format attach in documents and given below page no.9	
2	PAN and GST	All firm should be upload		
3	ASSOCIATION WITH RETIRED RAILWAY EMPLOYEE: 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. In this connection, the contractor shall clearly furnish the details of employment / partnership, etc., of retired Railway employees, if any. In case of no retired railway employee associated with the firm, please attach the declaration, failing which tender shall be summarily rejected	All firm should be upload declaration-	Declaration attach in documents and given below - Page no.10	
4	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 / HUF / LLP etc. Based on their constitution of the firm, they must submit the mandatory documents mentioned hereunder, as applicable and if same is not submitted the offer will be summarily rejected. The tenderer(s) shall enclose the attested copies of 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.	All firm should be submit the document to clearly specify whether the tenderer is a Sole proprietor / partnership Firm / Company / Joint Venture(JV) / Registered Society / Registered Trust / HUF / LLP etc and PAN also should be submitted name of proprietor / company / authorized person.		
5	a)If the tenderer is a Sole Proprietorship Firm, they shall submit the notarized copy of an affidavit in this regard along with copy of their Pan card and they shall submit all the relevant documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC. failing which tender shall be summarily rejected	If the tenderer is a Sole Proprietorship Firm should be submit the notarized copy of an affidavit.		
6	c)If the tenderer is a Partnership Firm, they shall submit (i) a notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar, (ii) a notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm, (iii) an undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt, of India from participation in tenders / contracts	If the tenderer is a Partnership Firm, they shall submit (i) a notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar ,ii) notarized or registered copy of Power of Attorney iii) annexure VA for partnership firm in name of each partner		

	as on the date of submission of bids, either in their individual capacity or in any firm / LLP in which they were / are partners / members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract and failing which tender shall be summarily rejected			
7	e)If the tenderer is a Company registered under Companies Act 2013, they shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the company, (ii) a copy of Certificate of Incorporation and (iii) a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company and (iv) all the other relevant documents mentioned, failing which tender shall be summarily rejected	MOA, AOA, Board of resolution, Certificate of incorporation, notarized copy of Power of Attorney should be submitted.		
8	f)If the tenderer is a LLP (Limited Liability Partnership), they shall submit (i) a copy of LLP Agreement, (ii) a copy of Certificate of Incorporation, (iii) a copy of Power of Attorney / Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP, (iv) an undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Government of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm / LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract and (v) all other relevant documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC, failing which tender shall be summarily rejected	Power of attorney, LLP agreement , Certificate of Incorporation should be submitted.		
9	POWER OF ATTORNEY : The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association/Board resolution, failing which tender shall be summarily rejected.	All firm should be submitted.		
10	ELECTRICAL LICENSE : The contractor should have a valid Electrical Contract License for working in HT/LT systems, having system voltage equal to or	All firm shall submit grade "EB/ESB" as name of the company / Sole Proprietorship (name of		

	<p>more than 650V (ESB/EB), from the concerned statutory authority of any States of India. It must be ensured that the validity of electrical license should be valid during the entire contract period, duly renewing at appropriate time. The tenderer should submit a copy of license along with his offer. During offer submission, in case the validity of the Electrical license is expired, the copy of the license renewal application submitted to the concerned statutory authority shall be submitted along with the copy of the expired license and it will be considered for acceptance. However, if the contractor is having experience in Railway's works (based on their submissions), his / her offer will be considered for acceptance based on a declaration stating that the license copy will be submitted before the start of the work and such declaration shall be uploaded in the required place in IREPS. Such contractor shall avail and submit Electrical license copy before start of the work and the agreement will be signed only on receipt of copy of Electrical license. The electrical license should be in the name of the firm or in the name of any authorized person of the tenderer's firm or if the tenderer is hiring an Electrical licensee for supervising / overseeing this work, the copy of his Electrical license along with an authorization letter for supervising / overseeing this work under his license shall be submitted.</p>	<p>the license proprietorship). If the Electrical License is submitted in the name of different person a letter authorizing the person to supervise the work has to be submit with the signature of the both the firm & the Electrical License holder.</p>		
12	<p>if the firm registered as start ups in DIPP are exempted From payment of Bid security/EMD and they have to submit DIPP certificate and Annexure I in GCC April2022 for claiming, failing which tender shall be summarily rejected</p>	<p>If exemption firm should be submit the DIPP certificate</p>		

	<i>Tiruchirappalli Division : Zonal work contract for electrical works for a period of one year (2026-27)</i>
1.	The approximate cost of the work is Rs10178639.2/-
	BID SECURITY/EARNEST MONEY DEPOSIT.
2.	<p>ALL THE TENDERERS/CONTRACTORS HAVETO DEPOSIT FULL EARNEST MONEY/BID SECURITY AS STIPULATED FOR THE TENDER THROUGH ONLINE MODES AS PERMITTED IN IREPS APPLICATION ONLY THROUGH MULTIPLE BANKS NET BANKING, DEBIT AND CREDIT CARDS.OTHER MODES OF PAYMENT WILL NOT BE ACCEPTED. NO INTEREST WILL BE PAID ON THE EMD.</p> <p>Tenderers who have registered their firm as Start up in DIPP are exempted from payment of Bid security/EMD and they have to submit Annexure I in GCC April 2022 for claiming exemption</p>
3	<p>A sum of Rs. 203600-as the Bid Security/EMD for the due performance of the stipulation to keep the offer open till such date as might be specified in the e-tender. It shall be understood that the e-tender documents have been verified and the tenderer is permitted to e-tender inconsideration of the stipulation on his part that submitting his tender, he will not resile from his offer or modify terms and conditions thereof in a manner not to observe or comply with the said stipulation, therefore said amount viz., Rs. 203600 shall be forfeited to the Railway.</p>
3a.	If his e-tender is accepted, this Bid security/EMD will be retained as part of security deposit (SD) for the due and faithful fulfillment of the contract. In case the tenderer withdraw his offer within the validity date of his offer or fails to undertake the contract or fails to start the work within a responsible time after notification of the acceptance of his tender, the full earnest money will be forfeited .The Bid Security/EMD of other tenderers will be returned to them .
3b.	The rates quoted in the uploaded schedule of items should be firm and inclusive of all kinds of taxes/ duties including works contract sales tax.
	The tenderer shall keep the offer open for a minimum period of 60 days from the date of opening of the e-tender, within which period, the tenderer cannot withdraw his offer subject to the period being extended further if required by mutual agreement from time to time. Any contraventions of the above conditions will make the tenderer liable for forfeiture of his initial earnest money mentioned in clause No:3.

4.	SECURITY DEPOSIT
4a.	The successful tenderer shall be required to furnish the necessary security deposit to the extent required under clause-16 (1) to (3) of the general conditions of contract. The EMD furnished by him will be taken into account in calculating security deposit. No interest will be allowed on the Security deposit.
4b.	Mode of payment of security deposit
4c.	Security Deposit for each work should be 5% of the contract value.
4d.	The rate of recovery should be at the rate of 10% of the bill amount till the full security deposit is recovered.
4e.	Security Deposits will be recovered only from the running bills of the contract and no other mode of collecting SD such as SD in the form of instruments like BG, FD etc. shall be accepted towards Security Deposit .The security deposit will be released on satisfactory completion of maintenance period. The maintenance period will be 12 months from the date of completion of the work.
5.	OTHER TERMS & CONDITIONS.
5a.	Payment for the work done by the contractors will be made after the inspection and testing by an authorized representative of the Railway on completion of the work and in the manner stated in clause 44,45 of General conditions of contract-April'2022.
5b.	In all matters of dispute, the decision of the Divisional Railway Manager, Southern Railway, Tiruchchirappalli will be final.
5c.	Employment/Placement etc. of Retired railway employees will be as per clause 16 of instruction to tenderers of GCC of works contract – April 2022.
5d.	Before submitting any-tender, the tenderers must satisfied himself by actual inspection of the site and locality of the works and also all conditions which are liable to be encountered during the execution of the works and that the rates he UPLOADS are adequate and all inclusive in accordance with the provision of the General conditions of the contract for the completion of works to the entire satisfaction of the Engineer.
5e.	If the tenderer deliberately gives wrong information in his E-tender uploading or create circumstances for the acceptance of his E-tender, the Railway reserves the right to reject such E-tenders at any stage.
5f.	If any tenderer desires, prior to uploading his E-tender Bids, to inspect the site/location he may do so by arrangement with Divisional. Elec. Engineer, Southern Railway,Tiruchchirappalli. Any further information required regarding the tender may be obtained from him or from his representative. The tendering firm will be granted an interview for discussing matters connected with the tender on request.
5g.	E-Tenders received from bona-fide contractor only will be considered. Tenderer must therefore state if they are approved Govt. contractor and UPLOAD SCANNED copies of credentials and list of important contracts of similar nature executed by them.
5h.	All terms and conditions in the e-tender documents are binding on the tenderers and the Railway reserves the right to accept or reject and award the work to others in whole or in part without assigning reasons for any such action.
5i.	No Central or state sales tax is payable by the Railway in respect of works contract.
5j.	The successful tenderer shall carry out and complete the work within 120 days . The allied work should however be commenced within 15 days from the date of LOA. The Railway Administration is entitled to recover penalty as stipulated in Clause 17-B of the General condition of contract if the contractor is in default.
5k.	The successful tenderer shall be responsible for all damage to property and for any injury or loss caused to the work or workman, to person animals or things in the course of the work carried out by or under direction of the contractor or his agents.
5l.	The successful tenderer shall set out the work to the satisfaction of the Divisional Elec. Engineer, Southern Railway, Tiruchchirappalli .

5m.	The submission of E-Tender will be deemed to imply that this memorandum and all documents enclosed have been studied and understood and that the tenderer is aware of the full scope of the work to be done and the Rlys. Condition affecting the execution.
5n.	The successful tenderer shall sign an agreement in the form prescribed in the General conditions of Contract for the execution of the work as tendered by him and accepted by the Railway within 21 days from the date of issue of acceptance letter.
6	DEPLOYMENT OF QUALIFIED PERSONNEL AT SITE: As per "General Conditions of Contract-April 2022" Clause 26-A.1: The tenderer shall employ one Diploma Electrical Engineer for erection on the electrical works.
6a	Qualified staff should be available at site whenever required by the Engineer in charge of Railway to take instructions. In case the contractor fails to employ the Qualified Engineer, in terms of provisions of 26-A.2 of "General Conditions of Contract-April-2022" he shall be liable to pay a penalty of liquidated damages at the rate of Rs 25000/- per month for the default period in case of Diploma Electrical Engineer.
6b	The decision of the Engineer- in- charge as to the period for which the required technical staff to be employed by the contractor and as to the reasonableness of the amount to be deducted shall be final and binding on the contractor.
7	INSTRUCTIONS FOR EXECUTION OF AGREEMENT
7a	The agreement to be executed will be filled by the Railway Administration after which the contractor should sign the agreement .
7b	The instructions to tenderer should be read along with the special conditions of contract and latest general conditions and in the absence of any provision in the tender conditions, the above contract will be governed by General Conditions of Contract-April-2022.
8	PAN/TIN/GST: Please enclose a copy of PAN, TIN and GST Certificates, along with the Tender documents.
9	Vitiation clause: During the course of execution of the work, if there is any variation in the executed quantities over the quantities as per the agreement, the inter- se position of the tenderers may get altered. Under such circumstances, the successful bidder is bound to accept the lowest value to avoid vitiation of the contract
10	Performance Guarantee: The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the contract value as per clause 16(4) of GCC of works contract – April 2022.
11	Variations: Variations in quantities during execution of works contracts will be as per Clause 41-42 of GCC of works contract – April 2022.
12	As per finance Act 1972, 2% of the value of the payment made to the contract or under this contract shall be recovered at the time of payment towards part income tax and GST applicable will be deducted from the payment. Necessary conservancy charges as applicable also will be recovered.
13	The successful tenderer must register his firm/company etc. and upload requisite details of labour and their payment in ' www.shramikkalyan.indianrailways.gov.in ' portal. It is mandatory for processing the payment.
14	The successful tenderer must abide by all the labour laws and related obligations as per Clause 55 of GCC, April 2022.

Appendix– V: Truthfulness of Documents Submitted

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

I,.....(*Name and designation*)**appointed as the attorney/authorized signatory of the Tenderer (including its constituents),

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

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

Appendix–VA-Truthfulness of Documents Submitted (Partnership/JV/HUF/LLP)

(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:

SOUTHERN RAILWAY ELECTRONIC FUND TRANSFER

(TO BE ATTACHED ALONG WITH THE TENDER)

Unique Contractor / Vendor code:

1	Investor/Customer's Name and Address EMAIL ID Telephone No.	
2	<u>Particulars of Bank account:</u>	
a)	Name of the Bank	
b)	Name of the Branch Address and Telephone No.	
c)	9 digit code number of the Bank and Branch appearing on the MICR cheque Issued by the Bank	
d)	IFSC Code of the branch	
e)	Type of account (Current/Savings/Cash Credit with code 10/11/13)	
f)	Ledger and ledger folio No.	
g)	Account Number (appearing on cheque Book)	

(In lieu of the bank certificate to be obtained as under, please attach a cancelled cheque or photo copy of a cheque or front page of your saving pass book issued by your bank for verification of the above particulars)

3. Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at for reasons of the incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Date:

Signature of the Investor/Customer

Certificate that the particulars furnished above are correct as per our records.

Bank's stamp

Signature of the Authorized official of the Bank

Declaration on Non-Association of Retired Railway Employee

**FORMAT FOR DECLARATION TO BE UPLOADED BY TENDERER ALONGWITH THE
TENDERDOCUMENTS IF NO RETIRED RAILWAY EMPLOYEE IS/ARE ASSOCIATED
WITH THE FIRM**

I/We, _____ hereby declare that, as per instructions contained in 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, no retired Railway employees are associated with my/our firm.

Place:

Signature of the Authorized person of the Firm
with stamp

Date:

