Master Document -01

(Tender Document As per GCC-April-2022 with ACS 1 to latest by ACS 6, dt.21.12.2023 & ACS-2, dt.23.07.2024 and ACS 11 dtd 13-03-2026)

CHECK LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDERS.

1	**Note, Instructions to Tenderers (ITT) and Conditions of Tender: P**ageNo. 02 - 26 of this tender document.
1.1	**Name of the Tenderer:** The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalfof a Partnership Firm / Company / **J**oint Venture (**J**V) / Registered Society / Registered Trust / HUF 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.
1.2	**Identification of Tenderer:** In case of sole Proprietorship firm: (i) In case of HUF, (ii) In case of Partnership Firm, (iii). In case of Joint Venture (**J**V), (iv) Company registered under Companies Act 2013, (v) In case of LLP, (vi) In case of Registered Society and Registered.
Note	For SL No. 1.1 & 1.2, the tenderer should submit the required documents as per IRSGCC-2022 (Clause 14 of IRSGCC-2022) are mentioned in Para No.**14 of Page No. 18 & 19** of this document. Non submission/Non- compliance/incomplete of the above mandatory documents by the bidder shall result in summarily rejection of his/their bid.
1.3	**Power Of Attorney:** 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 and submit the tender wherever applicable as Per clause 15 IRSGCC-2022 Part-I and as mentioned in Para 15 of Page No.**19 & 20**.
2	**BID Security:** The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure VIA of IRSGCC-2022** and shall be valid for a period of 90days beyond the bid validity period. (**Annexure IV** of this document of Page No.**40 & 41**). The original Bank Guarantee should be delivered in person on **any working** day to the official nominated as indicated in the tender document **before the closing date of submission of bids (i.e. excluding the last date of submission of bids**. (Ref: ACS-2 to Model document of Request for Proposal for appointment of General Consultant (GC), PCE/SC Lr.No.W.496/Policy/Vol.X, dt.23.07.2024)
3	Engineering Organization in Annexure- A (Page No.**27**), Plants & Machinery in Annexure-B (Page-**28**) List of works completed during the last three Financial Years in Annexure-C (Page-**29**) List of Works on Hand in Annexure-D (Page-**30**).
4	**Technical Eligibility Criteria:** As per Clause 10.1 of IRSGCC-2022 and the as in mentioned in **Para No.10.1** on Page No.**13 & 14** of this tender document, the Tenderer should attach Self-attested/Digitally signed copy of Experience Certificate as per the clause 10.1.6 (Page-**14**)
5	**Financial Eligibility Criteria**: As per Clause 10.2 of IRSGCC-2022 and as mentioned in **Para No.10.2** on Page No.**15** of this tender document. The Tenderer should attach Self-attested/Digitally signed copy of Certificate showing minimum average annual contractual turnover of V/N or "V" whichever is less as per **Annexure VIB of IRSGCC-2022** on Page-**31 of tender booklet** and as per **ACS-I, dt.14.07.2022**.
6	**Annexure – "V"** - **Standard format as per GCC-2022** to be submitted by the bidder only **online through IREPS Module** (Rly. Bd. Lr.No.2022/CE-I/CT/GCC Correspondence, dt.14.05.2024).
7	**Annexure – VA of IRSGCC-2022 at Page 32 of the tender booklet)** **In addition to online Annexure –V, in case of other than Company/Proprietary firm, Annexure- V(A) shall be submitted by each member of Partnership Firm/ Joint Venture (JV)/ Hindu Undivided Gamily (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. (ACS No.2, dt.13.12.2022.)
8	Registration No. of GST & PAN cards
9	**The prospective tenderers are advised to indicate the details of their Jurisdictional Assessing Officers Designation, Address and e-Mail Id with regards to payment of GST (**Rly. Board Lr.No.2022/R(G)/779/14, dated.10.11.2022 as communicated by Dy CE/Works/SC vide Lr.No.W.496/Policy/Vol.IX, dt.16.11.2022) at Page No. 26 of the tender booklet.
10	The prospective tenderers are advised to follow the IRSGCC 2022 with amendments from time to time together with conditions, Special Conditions and specifications which are annexed to the tender document and attached tothe tender.
11	The documents attached to the tender document should be clear and legible for evaluation of tenders. Illegible copies will not be considered for evaluation.

Signature Not Verified
Digitally signed by ROLLAKUPPASWAMY KISHORE
Date: 2026.11.09 12:48:32 IST
Reason: IREPS-CRIS
Location: New Delhi

NOTE TO TENDERERS

1) **Payment of EMD TDC**:** Payment of Earnest Money Deposit (EMD in respect of e-tendering, should be accepted through net banking or payment gateway only.

   (a) **As per IRSGCC-April 2022, e-Tender Forms shall be issued free of cost to all tenderers. (Ref: para 3 of Part-I -**IRSGCC-April 2022).**

2) The administration will not own any responsibility, if website is not opened for downloading / uploading the tender documents due to any technical snag.

3) Corrigendum Notice on IREPS: for the purpose of corrigendum in the tender, NIT period is split as under:

   (b) **Advertisement period:** Time during which all information pertaining to tender shall be available but offers cannot be submitted.

   (c) **Offer submission period:** Fifteen days prior to opening/closing of tender, during which tenderers can submit their offers.

   (d) Validity of Offer: **The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90days) from the date of closing of the Tender**. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to **South** Coast **Railway**. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway. (Ref: para 6(b) of Annexure-I of Tender form (Second Sheet) -**IRSGCC-April 2022.**

4) The prospective tenderers are advised to visit website "http://www.ireps.gov.in" before the date of tender closing to note any changes/corrigenda for any tender.

5) The Railway reserves the right to cancel the tender without assigning any reason thereto.

6) The tenderers are required to submit their offer on line ONLY before tender closing time and date as mentioned in the tender notice.

7) The tenders will be opened after closing date and time as mentioned in the tender notice.

8) ***If the date of opening happens to be a holiday, the tenders will be opened on the next working day.***

9) Caution: It is hereby brought to the notice of all prospective tenderers that if any change/additions/deletions/alterations are found to be made by them and the same is subsequently detected / noticed at any stage even after award of the contract, all necessary action including banning of business would be taken. In addition, the tenderers are liable to be prosecuted under law.

10) If any plan/drawing is attached with the tender form, Rs.**200/-** for plan/drawing will be levied extra.

11) The Tender Notice is displayed in the Notice Board located in the office of Divisional Railway Manager (Works), South Coast Railway, Vijayawada and also in all ADEN sub-divisions, which can be seen on all working days.

12) **The offer shall be evaluated only from the certificates / documents (as referred above) submitted along with the tender offer**.

13) **Any Certificate / Documents offered after the tender opening shall not be given any credit and shall not be considered**.

14) ***Tenderer(s) shall note that conditional / alternate offer will not be considered and will summarily be rejected***, even though such condition makes them as the lowest tenderer.

PART-I
Instructions to Tenderers (ITT)
(As per IRSGCC- April-2022)

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

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

i. Letter of Award/ Acceptance (LOA)
ii Bill(s) of Quantities
iii. Special Conditions of Contract
iv. Technical Specifications as given in tender documents
v. Drawings
vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
vii. CPWD Specifications 2021 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
viii. Indian Railways Unified Standard Specification (IRUSS-2021) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
ix. Indian Railways Unified Standard Specifications (Works and Material) 2021 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender
or as otherwise specified in the tender documents.
xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents

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

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

(a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.

(b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.

(c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.

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

(e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organisations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.

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

(g) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway. (h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.

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

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

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;
2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

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

(m) "Contractor's authorized Engineer" shall mean a graduate engineer or equivalent, having more than 3 years experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

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

1.3. Singular and plural: Words imparting the singular number shall also include the plural and vice versa where the context requires.

1.4. Headings and Marginal Headings: The headings and marginal headings in these Standard General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof the contract.

CREDENTIALS OF CONTRACTORS

2. Application for Registration and Approved list of contractors:

2.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

2.2 An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

2.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

2.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered *e*-mail address and registered postal address.

TENDERS FOR WORKS

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

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

5. **Bid Security:**

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

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

Ref :RB - ASC No 2022/CE-I/CT/GCC-2022/POLICY /Pt.I(E-3320424) New Delhi , Dt13-03-2026

Note:

(i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.

(ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailedabove.

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para (a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure VIA** and shall be valid for a period of 90 days beyond the bid validity period.

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

i. 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 on any working day to the official nominated as indicated in the tender document **before the closing date for submission of bids** (i.e. **excluding the last date of submission of bids**). (Ref: Advanced Correction Slip No.2 to Model document of Request for Proposal for appointment of General Consultant (GC), PCE/SC letters No.W.496/Policy/Vol.X, dt.23.07.2024).

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. (Addressed to **Divisional Railway Manager (Works), Vijayawada, South** Coast **Railway) (DRM/Works/BZA).**

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.

6. Care in submission of Tenders:

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

(a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

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

(a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

(b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.

(c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

6.1 The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of **Annexure –V as per GCC-2022** to be submitted only **online through IREPS Module** by the bidder**. In addition to online Annexure –V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of Partnership Firm / Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc, as the case may be.** Non submission of above certificate (Annexure-VA) by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document. **(Ref: ACS-2 of IRSGCC-2022,dated. 13.12.2022).**

CONSIDERATION OF TENDERS

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

7A. Two Packets System of Tendering: With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

7B. Pre Bid Conference: Intenders having advertised value more than Rs.50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.

7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

7D. **Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

7E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

8. Execution of Contract Document: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

9. Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (USSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

Annexure-I

TENDER FORM (First Sheet)

Tender No.:
Name of work:

To
The President of India
Acting through the Principal Chief Engineer/Divisional Railway Manager/Senior Divisional Engineer/Divisional Engineer, South Coast Railway

1. I/We.....have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. **I/We also agree to keep this offer open for acceptance for a period of 60 days from the date fixed for closing of the tender** and in default thereof, I/We will be liable for forfeiture of my / our "Bid Security". I/ We offer to do the work for South Coast Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself /ourselves to complete the work in all respects within the time period stipulated in the enclosed Schedule from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹_____has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if
   (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
   (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
   (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by.....Department of Industrial Policy and Promotion (DIPP) and my registration number is ……. valid upto ……. (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is .....with ……..and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

SIGNATURE OF WITNESSES
1.
2.

SIGNATURE OF TENDERER(S)
Date:
Address of the Tenderer (s)

ANNEXURE - I (Contd. …)

TENDER FORM (Second Sheet)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

(a) Tender Forms – First Sheet and Second Sheet

(b) Special Conditions/Specifications (enclosed)

(c) Bill(s) of quantities (enclosed)

(d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of **DRM/Works/Vijayawada, South Coast Railway** or obtained from the office of the Chief Engineer, **South Coast Railway/ Visakhapatnam** on payment of prescribed charges.

(e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of **DRM/Works/Vijayawada, South Coast Railway** or obtained from the office of the Chief Engineer, **South Coast Railway/ Visakhapatnam** on payment of prescribed charges.

(f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

2. **Drawings for the Work:** The Drawing for the work can be seen in the office of the **DRM/Works/Vijayawada, South Coast Railway** and / or Chief Engineer, **South Coast Railway/ Visakhapatnam** at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of **South Coast Railway** as applicable to **Vijayawada Division** except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.

5. The works are required to be completed within a period of **as Specified in NIT** months from the date of issue of acceptance letter.

6. Bid Security:

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, ***failing which the tender shall be summarily rejected***.

(b) **The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender**. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to South Coast Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If his tender is accepted, (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.

7. Rights of the Railway to deal with Tender: The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.

9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. ELIGIBILITY CRITERIA:-

10.1 Technical Eligibility Criteria:

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

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

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

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

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2)In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

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

10.1.1 Clarification on "Similar nature of work" and details to be attached along with the Tender Documents:

10.1.2 Similar nature of work:-**Similar nature of work is detailed *in the Tender document.***

10.1.3 Similar Nature of works physically completed or substantially completed within the qualifying period i.e. last 07 (seven) years, ending last day of month previous to the one in which tender is invited and as detailed in Para-10.1 above should only be considered in evaluating the Minimum Eligibility criteria (even though the work might have commenced before the qualifying period).

10.1.4. Tenderer should submit ***self-attested/digitally signed copy of*** work experience certificate with the details mentioned below to establish the eligibility criteria and all details as required shall be made available otherwise the information is treated as incomplete.

10.1.5. The work experience certificate shall be in the name and style of the tenderer participating or as per provisions **as per Clause-17 of Part-I of IRSGCC, April-2022 for JV Firm, if eligible to participate.**

10.1.6. Tenderer should submit a ***self-attested/Digitally signed copy of*** work experience certificate, signed by an officer not bellow the rank of JA Grade or bill passing officer in Railways and Bill passing officer/ Executive in charge of the work in other Government department / Govt. Bodies/ Public sectors under taking to establish his eligibility Criteria. The certificate should contain the details regarding **name of work, Agreement No. and Date, Name of Agency, Agreement Value in rupees (Amount in Words and figures). Due date and actual date of Completion, value of final bill passed (Amount in Words and figures), performance of the contractor, signature, name, designation and seal of the issuing officer, otherwise which the offer will be summarily rejected.**
(Ref: Dy.CE/Works/SC letter No.W.148/P/(Guidelines)/Vol-II, Dated.27.05.2021)

EXPERIENCE CERTIFICATE

Sl.No.	Work Details	Details
1.	Name of Work	
2.	Agreement Number, date and name of the Agency.	
3.	Agreement Value in Rupees (amount in words & figures)	
4.	Due date of completion	
5.	Actual date of completion of work	
6.	Value of Final Bill if passed (amount in words & figures)	
7.	Performance of the contractor	

Signature : - - - - - - - - - - -
Name of Officer : - - - - - - - - - - -
Designation : - - - - - - - - - - -
Address : - - - - - - - - - - -
Office Seal : - - - - - - - - - - -

10.1.7. In case the Certificate/Documents produced are proved to be false and/or fabricated, it will lead to termination of the contract, along with forfeiture of EMD/SD and performance guarantee besides any other action provided in the contract including banning of business for Two years.

10.2. Financial Eligibility Criteria: (As per Advanced Correction slip No.1, dt.17.07.2022 to GCC-2022)

The tenderer must have minimum average annual contractual turnover of V/N or "V" Whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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

10.3 Bid Capacity: The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI. For the tenders having advertised value more than Rs 10Crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender

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

10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited.

In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[*Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 – Eligibility Criteria:*

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*

2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*
5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
6. *In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
7. *In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3*0.2*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs.10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs.6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
9. *In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.*
10. *Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*
11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*

12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.*

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of_____Railway shall submit along with his / their tender:

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of **Annexure –V as per GCC-2022** to be submitted only **online through IREPS Module** by the bidder. **In addition to online Annexure–V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of Partnership Firm / Joint Venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc, as the case may be.** Non submission of a copy of certificate **(Annexure-VA)** by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in theTender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto **two** years.(Ref: ACS -3 of GCC-2023, dated. 26.04.2023)

(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 **two** years. (Ref: ACS -3 of GCC-2023, dated. 26.04.2023)

12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the through the **Divisional Railway Manager (Works), South Coast Railway Vijayawada**,for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

14. Documents to be Submitted Along with Tender

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

(ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

(i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.

(b) HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF

(ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above

(c) Partnership Firm: (i) All documents as mentioned in Para-18 of the Tender Form (SecondSheet).

(d) Joint Venture (JV): All documents as mentioned in Para-17 of the Tender Form (SecondSheet).

(e) Company registered under Companies Act2013:

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company. (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) Registered Society & Registered Trust:

(i) A copy of Certificate of Registration
(ii) A copy of Memorandum of Association of Society/Trust Deed
(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
(iv) A copy of Rules & Regulations of the Society
(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above

(vi) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
(vii) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo motocognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
(viii) A tender from JV shall be considered only where permissible as per the tender conditions
(ix) The Railway will not be bound by any change of power of attorney or in the composition of thefirm 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

15. 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/themto sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed/ Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of thefirm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

*Note: A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Appostille certificate.(**ACS-03 of IRSGCC-2022 dt 26.04.2023)***

16. Employment/Partnership etc. of Retired Railway Employees:

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the Raiways owned and administered by the President of India for the time being , OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc., have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors AND in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of

submission of the tender THEN the tenderer will give full information as to the date of retirement of such Engineer or gazette officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized byhim in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in thecase of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer atthe time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable tobe dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

JOINT VENTURE (JV) IN WORKS TENDERS

17. **Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

17.5 Bid Security shall be submitted by JV or authorized person of JV either as :

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details ofthe members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

17.7 Once the tender is submitted, the MOU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act - 2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:

17.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 **Authorized Member** - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the ***Contract***, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV. (Ref- ACS -3 of GCC-2022 dated. 26.04.2023)

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV along with the tender:

17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

(iv) 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 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.

17.14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

(i) **A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern** OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

17.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement

(ii) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company

(iii) A copy of Certificate of Incorporation

(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual**,** to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

17.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation of LLP

(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual**,** to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.

(v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

17.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Rules & Regulations of the Society

(iv) A copy of Power of Attorney**,** in favour of the individual to sign the tender documents and create liability against the Society/Trust.

17.14.6 All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

17.14.7 *A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassyif it carries a conforming Appostille certificate.(ACS-03 of IRSGCC-2023 dt 26.04.2023)*

17.15 Credentials & Qualifying Criteria**:** Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder)**:**

(a) For Works without composite components: The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender. *.(ACS-01 of IRSGCC-2022 dt 14.07.2022)*

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per Para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'. Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (nonlead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria. *(ACS-01 of IRSGCC-2022, dt.14.07.2022)*

Note for Para 17.15.1:

a) The *Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.*

b) Value *of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration (ACS-01 of IRSGCC-2022, dt.14.07.2022)*

17.15.2 Financial Eligibility Criteria The JV shall satisfy the requirement of "Financial Eligibility" mentioned at Para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above. The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement. Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

17.15.3 Bid Capacity: The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at Para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited. If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

18.10 The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of 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 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.

(iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs.50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest_____as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

20.0 Additional Documents to be submitted along with the Tender:-

20.1 List of personnel organization available on hand and proposed to be engaged for the subject work. These two lists should be given separately and signed by Tenderer and are to be submitted in the Performa given in the **Annexure-'A'.**

20.2 List of Plant & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work and this list shall be signed by the tenderer and is to be submitted in the Proforma given in the **Annexure-'B**.

20.3 List of completed works 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 should also be given in the **Annexure-'C'.**

20.4 List of works on hand indicating name of work, contract value, bill amount paid so far; due date of completion etc. to be furnished by Contractor in **Annexure-'D'** and this certificate is to be signed by Contractor.

21.0 The tender floating authority may incorporate "any other details of specific nature relevant and mandatory for tender finalization".

22.0 ***A checklist of documents to be submitted*** *at the time of tender submission* ***is given as top sheet*** *for easy guidance and compliance from prospective Tenderers.*

23.0 Multiple L-1:

In case of more than one L-1 bidders, tender may be awarded to tenderer having higher Bid Capacity. In case of Bid Capacity is also the same, tenderer having done more value of similar

work in last three previous financial years and the current financial year upto the date of opening of the tender, may be selected for the award. Instructions with respect to Bid Capacity will follow (Ref: Rly. Board's letter No.2017/Trans/01/Policy, dt.08.02.2018 communicated by PCE/SC letter No.W.496/P/ Transformation, dt.14.02.2018).

24.0 As per the guidelines of Railway Board Lr.No.2022/R(G)/779/14, dt.10.11.2022 and communicated by Dy.CE/Works/SC vide Lr.No.W.496/Policy/Vol.IX, dt.16.11.2022 , that the prospective tenderers are advised to indicate the details of their Jurisdictional Assessing officers (Designation, Address and e-Mail Id with regards to payment of GST.

In case of a contract award, a copy of the LOA/Purchase order shall immediately forwarded by the purchaser to the jurisdictional Assessing officer mentioned in the tenderer's Bid.

ANNEXURE-"A"

PROFORMA

. ENGINEERING ORGANISATION AVAILABLE ON HAND.

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

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

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Working From To
01	02	03	04	05
A				
B				
C				
Z				

ENGINEERING ORGANISATION PROPOSED TO BE ENGAGED FOR THIS WORK FROM OUTSIDE. (A SUITABLY WORDED CONSENT LETTER FROM SUCH A PERSON SHOULD BE OBTAINED AND ATTACHED).

Sl. No.	Name & Designation of Employee	Qualification	Previous Experience	Remarks
01	02	03	04	05
A				
B				
C				
Z				

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

ANNEXURE-"B"

PROFORMA

(e) PLANT & MACHINERYAVAILABLE ON HAND.

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

2. PLANT & MACHINERY PROPOSED TO BE INDUCTED FROM ABOVE.

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

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

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

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

ANNEXURE-"C"

LIST OF COMPLETED WORKS BY THE TENDERER

Sl. No.	Name of work	Agreement No. and date	Designation and address of agreement signing authority	Agreement value in lakhs	Completed value of work (in lakhs)	Date of completion	Remarks
Railway works							
A							
B							
C							
D							
E							
Z							
State Govt. Works							
A							
B							
C							
D							
E							
Z							
Public Sector Undertaking Works							
A							
B							
C							
D							
E							
Z							

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

ANEXURE-"D"

LIST OF WORKS ON HAND WITH THE TENDERER

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

SIGNATURE OF THE TENDERER:
NAME OF THE TENDERER:

Annexure –VIB as per GCC-2022

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)
Name of CA:_____
Registration No: _____
(Seal)

UDIN

ANEXURE- V as per GCC-2022

(Reference -Para 6.1 of ITT **Annexure –V as per GCC-2022** (as per ACS -3 of GCC-2022 dated. 26.04.23)**)**

To be submitted only online through IREPS Module

(As per Railway Board Lr.No.2022/CE-I/CT/GCC Correspondence, dt.14.05.2024)

ANEXURE- VA as per GCC-2022

(Reference to Para 6.1 of ITT -Annexure –V (A) as per ACS-2 dt.13.12.22 & ACS-4 dated.07.08.2023 of GCC-2022)

(***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 lam/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:
Dated

ANNEXURE – VI of GCC-2022

Reference -Para 10.3 & 17.15.3 of Tender Form (Second Sheet) of Annexure I of ITT

TENDERER'S CREDENTIALS (BID CAPACITY)

_____RAILWAY

For tenders having advertised value more than **Rs10** crore wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under: (**Ref ACS no 11 dtd 13-03-2026)**

Available Bid Capacity = [A x N x 2] – 0.33xNxB

Where,

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

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

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

Note:

(a) The Tenderer(s) shall furnish the details of –

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

(i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and

(ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and **will be rejected summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

ANNEXURE – VIA of GCC-2022
Para 5 of the Instructions to Tenderers

(Bid Security)

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

Name of the Bank: ----------
President of India,
Acting through..... ,
…….. Railway,
Beneficiary: **Senior Divisional Finance Manager, South Coast Railway, Vijayawada**
Date:.....
Bank Guarantee Bond No.: **Date:---------**

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

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

AND

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

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

6. This guarantee will remain valid and effective from***……..[insert date of issue]***till ……..***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
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

(Ref: Railway Board Lr.No.2020/ACII/9/6/e, dt.07.04.2022)

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.

Office of the Sr. Divisional Finance Manager, South Coast Railway, Vijayawada

NEFT MANDATE FORM.

Sl.No.	Details to be provided by Tenderer/Firm	Details to be filled up by the Tenderer/Firm
1	Tenderer's/Firm's Name	
2	Full Postal Address with PIN code	
3	Tenderer's/Firm's Cell Number	
4	PAN number of Tenderer/Firm	
5	Bank's Name & Branch	
6	Full Address of Bank	
7	Bank Account Number	
8	Bank's IFSC Code for NEFT	
9	Bank's IFSC Code for RTGS	
10	Bank's MICR Code	
11	Bank's Branch Code	
(Tenderer should note that the above particulars are necessarily to be provided for return of EMD)		

Signature of the Tenderer

ANNEXURE - I (Contd. …)

TENDER FORM (Third Sheet)

Name of Work: _____

BILL OF QUANTITIES

1. Standard Schedule of Rates (SSOR) Items:

SL	Item No. of SSOR	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

2. Non Standard Schedule of Rates (SSOR) Items:

SL	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words to be filled by tenderer (₹)	Amount (₹)
1	2	3	4	5	6	7

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at_____% above/below the Standard Schedule of Rates (SSOR) of the_____Railway as applicable to_____Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

Note: Columns 1 to 5 shall be filled by the office of the Authority inviting tender. Columns 6 & 7 shall be filled by the Tenderer(s) only when percentage tenders are not invited.

ANNEXURE – II

(*ANNEXURE – IV of GCC-2022*)

_____RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO._____DATED_____

ARTICLES OF AGREEMENT made this_____day of_____20_____between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and_____herein after called the "Contractor" of other part. WHEREAS the Contractor has agreed with the Railway for performance of the works _____set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of__updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

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

Contractor_____(Signature) Railway: Designation _____
Address_____(For
President of India)Date_____Date _

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

Witnesses:
1)

2)

****