भारत सरकार Government of India
रेल मंत्रालय Ministry of Railways
(रेलवे बोर्ड) (Railway Board)

No. 2020/CE-I/CT/3E/GCC/Policy New Delhi, dated 16.07.2020

As per list attached

Sub: Indian Railways Standard General Conditions of Contract, July 2020

1. Railway Board had issued Indian Railways Standard General Conditions of Contract, Sept 2019 vide letter No. 2018/CE-I/CT/37/GCC/Policy, dated 06.09.2019 and ACS No. 1 vide letter No. 2018/CE-I/CT/37/GCC/Policy, dated 12.05.2020.

2. On receipt of a number of suggestions from Railways, a few provisions of above GCC have been reviewed to expedite finalization of tenders and execution of works.

3. Board (ME, FC) has approved new Indian Railways Standard General Conditions of Contract, July 2020 (GCC, July 2020).

4. The GCC, July 2020 has been uploaded on Railway Board's website. It may be accessed through the path: www.indianrailways.gov.in/railwayboard >> "About Indian Railways" >> "Railway Board Directorates" >> "Civil Engineering" >> "Policy Matters" >> IR General Conditions of Contract, July 2020".

5. The GCC, July 2020 shall be applicable to works contracts on Indian Railways with prospective effect.

6. This issues with the concurrence of Finance Directorate of Ministry of Railways.

Prem Sagar
16/07/20
(प्रेम सागर गुप्ता)
कार्यकारी निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड
[Phone: 030-44803(Rly): 011-23383379(MTNL)]

No. 2020/CE-I/CT/3E/GCC/Policy New Delhi, dated 16.07.2020

Copy forwarded for information to:
1. The Deputy Comptroller & Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi.
2. The PFAs, All Indian Railways

Government of India
Ministry Of Railways
(Railway Board)

Indian Railways
Standard
General Conditions of Contract

GCC July 2020

New Delhi

Engineering Department

A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted alongwith bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender 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 thereunder.

(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 Earnest Money Deposit besides banning of business for a period of upto five years.

(b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Earnest Money Deposit (EMD), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five years.

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 _____, _____ Railway for carrying out the work according to 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 / 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.

LLP (Limited Liability Partnership): If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:

(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 that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 above.

(g) **Registered Society & Registered Trust:** The tenderer shall submit:

(i) A copy of the Certificate of Registration

(ii) A copy of Deed of Formation

(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) All other documents in terms of explanatory notes in clause 10 above.

(iii) 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.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance 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.

(v) A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / registered society / registered trust / HUF 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

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

(a) Sole Proprietorship Firm:

(i) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(ii) All other documents in terms of explanatory notes in clause 10 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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(iii) All other documents in terms of explanatory notes in clause 10 above.

(c) **Partnership Firm:**

(i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet).

(d) **Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 17 of the Tender Form (Second Sheet).

(e) **Company registered under Companies Act 2013:**

(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) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

(v) All other documents in terms of explanatory notes in clause 10 above.