

No. 2018/CE-I/CT/36-EPC Contract Policy Pt.-I

New Delhi dated 20.05.2022

As per Mailing List

Sub:- Standard EPC Tender Document for Single Stage Two Packet System

Ref:- (i) Railway Board's letter No. 2018/CE-I/CT/36-EPC Contract Policy, dated 29.10.2019

(ii) Railway Board's letter No. 2018/CE-I/CT/36-EPC Contract Policy Pt-I, dated 15.11.2021

The documents for Request for Proposal (RFP) and Standard Engineering, Procurement and Construction Contract (EPC) Agreement for Single Stage Two Packet System of Tendering, were uploaded on IR website [www.indianrailways.gov.in/railwayboard](http://www.indianrailways.gov.in/railwayboard)>>"About Indian Railways">> "Railway Board Directorates" >> "Civil Engineering" >> "EPC Tender document (Single Stage)", vide Railway Board's letter of even number dated 29.10.2019. Later on, the same was further amended duly incorporating all the amendments issued till 15.11.2021 vide letter dated 15.11.2021.

2. As per the existing provisions of EPC documents vide clause 1.2.4, 2.20.1 & Appendix-IA. Item No.21 of RFP, the Bidder shall furnish a Bid Security in EPC contracts through e-payment Gateway wherein a scanned copy of the e-payment receipt has to be uploaded on e-procurement portal while applying to the tender.

3. Now, Railway Board (MI & MF) has approved amendments in clause 1.2.4, 2.20.1 & Appendix-IA Item No.21 in documents for Request for Proposal (RFP) and introduction of clause No. 2.20.6 of RFP of Standard Engineering Procurement Contract (EPC) as under:

S.No.	Existing Clause of EPC RFP	Amended Clause of EPC RFP
1.2.4 of RFP	A Bidder is required to submit, along with its Bid, a Bid Security of Rs.***** (the "Bid Security"), refundable not later than 200 (Two hundred) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. The Bidder will have to provide Bid Security through [e-payment Gateway of Authority]. The Bid shall be	A Bidder is required to submit, along with its Bid, a Bid Security of Rs.***** (the "Bid Security"), refundable not later than 200 (Two hundred) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security and Additional Performance Security (if any) as per the provision of this RFP and LOA. The Bidder will have to provide Bid Security through [e-payment Gateway of Authority or submitted as Bank Guarantee Bond from a scheduled commercial bank of

	summarily rejected if it is not accompanied by the prescribed amount of Bid Security. The Bid document shall be available free of cost through e-portal (IREPS.gov.in).	<i>India] The Bank Guarantee bond shall be as per Appendix-VII and shall be valid for a period of 90 days beyond the bid validity period. The Bid shall be summarily rejected if it is not accompanied by the prescribed amount of Bid Security. The Bid document shall be available free of cost through e-portal (IREPS.gov.in).</i>
2.20.1 of RFP	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove through [e-payment Gateway of Authority]. A scanned copy of the e-payment receipt shall be uploaded on e-procurement portal while applying to the tender.	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 1.2.4 hereinabove through [e-payment Gateway of Authority or submitted as Bank Guarantee Bond from a scheduled commercial bank of India]. A scanned copy of the e-payment receipt/Bank Guarantee shall be uploaded on e-procurement portal while applying to the tender.
Appendix-IA, Item No.21 of RFP	The Bid Security in the form of e-payment receipt is attached	The Bid Security in the form of e-payment receipt/scan copy of Bank Guarantee is attached.
2.20.6 of RFP (New)		<p><i>In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:</i></p> <ul style="list-style-type: none"> <li><i>i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.</i></li> <li><i>ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document within 5 working days of deadline of submission of bids.</i></li> <li><i>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.</i></li> </ul>

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- iv. The Bid Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the \*\*\*\*\* Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

DA:- As above

 May 20/2022

(गौरव)

निदेशक सिविल इंजी.(जी)/रेलवे बोर्ड

[Rly No. 030-47598, MTNL No. 011-23047598]

e-mail address: dceg@rb.railnet.gov.in

No. 2018/CE-I/CT/36-EPC Contract PolicyPt.-I

New Delhi dated 20.05.2022

Copy forwarded for information to:

1. The PFAs, All Indian Railways.
2. Dy. Comptroller and Auditor General of India (Railways), Room No. 224, Rail Bhawan, New Delhi



For Member Finance

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**LIST FOR DISTRIBUTION (No. 2018/CE-I/CT/36-EPC Contract Policy Pt.-I dt. 20.05.2022)**

1. General Managers, All Indian Railways & Production Units
2. General Manager (Con), N.F. Railway, Guwahati
3. General Manager /CORE, Allahabad.
4. Chief Administrative Officers (Con), All Indian Railways (Except N.F. Railway)
5. Principal Chief Engineers, All Indian Railways

**(A)**

1. CAO, COFMOW, Tilak Bridge, New Delhi
2. Principal CAO, Diesel Loco Modernization Works, Patiala (Punjab)
3. CAO (Workshop Projects), Chamber Bhawan, Judge's Court Road, Anta Ghat, Patna-800001, Bihar

**(B)**

1. Director General, RDSO, Manak Nagar, Lucknow
2. Director General, NAIR, Vadodara
3. Director, IRICEN, Pune – 411 001 (Maharashtra)
4. Director, IRIEEN, PB No.-233, Nasik Road-422101 (Maharashtra)
5. Director, IRISSET, Taa Naka Road, Lalla Guda, Secunderabad-500017
6. Director, IRIMEE, Jamalpur Dist-Jamalpur, PIN-811214 (Bihar).
7. Director, IRITM, Sarswati Residential Estate, IRITM Campus, Manak Nagar, Lucknow

**(C)**

1. MD, CONCOR, Concor Bhawan, C-3, Mathura Road, Opp. Apollo Hospital, New Delhi- 110076.
2. IRCON International Limited, C-4, District Centre, Saket, New Delhi- 110017
3. MD, RITES Ltd., RITES Bhawan, Plot No.1, Sector-29, Gurgaon.
4. CMD, RVNL, August Kranti Bhawan, Plot No.25, 1<sup>st</sup> Floor, Bhikaji Cama Place, New Delhi.
5. MD, MRVC Ltd., Churchgate Station Bldg, Mumbai- 400020
6. CMD, KONKAN Railway Corporation Ltd, Rail Bhawan, New Delhi-110001.
7. MD, DFCCIL, 5<sup>th</sup> Floor, Pragati Maidan Metro Station Building Complex, New Delhi-110001
8. MD, RLDA, Near Safdarjung Railway Station, Moti Bagh, Phase-I, New Delhi- 110021
9. MD, CRIS, Chanakyapur, New Delhi.
10. CMD, RailTel Corporation of India Ltd. Plot No. 143, Institutional Area, Sector-44, Gurgaon – 122003.
11. CME, IROAF, 12<sup>th</sup> Floor, Core-1, Scope Minar, Distt. Centre, Laxmi Nagar, Delhi- 110092
12. Managing Director, IRFC Limited, UG Floor, East Tower, NBCC Place, Bhasham Pitamah Marg, Lodhi Road, Pragati Vihar, New Delhi.
13. CMD, IRCTC Ltd., B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi 110001
14. CMD, Braithwaite & Co. limited, 5 Hide Road Kolkata 700043.

**Copy to:**

**(A)**

1. General Secretary, IRCA, DRM Office, New Delhi.
2. General Secretary, AIRF, Rail Bhawan, New Delhi
3. General Secretary, NFIR, Rail Bhawan, New Delhi
4. General Secretary, IRPOF, Rail Bhawan, New Delhi
5. General Secretary, FROA, Rail Bhawan, New Delhi
6. General Secretary, AIRPA, Rail Bhawan, New Delhi
7. General Secretary, AISC & STREA, Rail Bhawan, New Delhi
8. The Secretary, RBSS, Group (A) Offices Association, Rail Bhawan
9. The Secretary, RBSS, Group (B) Offices Association, Rail Bhawan
10. General Secretary, RBSS Association, Rail Bhawan
11. The Secretary, RBMSA, Rail Bhawan
12. The Secretary, Railway, Group (D) Employees Association, Rail Bhawan

**(B)**

1. Concerned PSO for kind information of Chairman cum CEO, M/Infra, M/T&RS M/O&BD, M/Finance, Railway Board
2. Chief Vigilance Officers, All Indian Railways.
3. DG(RHS), DG(RPF), AM(CE), AM(Works), AM(B), AM(Elec.), AM(RS), AM(ME), AM/Tele, AM/C&IS, AM/Sig., AM(Plg.), PED(B&S), PED(Vigilance), PEDCE(P), EDCE(G), EDTK(M&MC), EDCE(B&S), EDF(X)-I, EDF(X)-II, ED(Works), EDW(Plg.), ED/Project(Mon.), ED(L&A), ED(PSU), EDVE, ED(Safety), ED(Sig. Dev.), ED( Tele), EDRS(G), EDRE, EDEE(G), EDFE, EDE(N), ED(Accounts), ED/T&MPP, EDME(Chg.), EDME(Frt.), ED/Plg., JS(conf), JS(P), JS(G), JS(D), Vigilance-III, Vig(Conf) of Railway Board.

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**(Bid Security)**

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

Name of the Bank: -----

President of India,

Acting through .....

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:-----**

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.

*Pr Singh*  
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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

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 .....

*Devi Singh*

*20/5/22*

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.

*Pr Singh*

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20/5/22*