

in writing to the effect to make good the default as well as initiation of bidding process for the balance service.

- (b) Railways reserves the right to float a new tender and invite bids for the delivery of services to replace the contractor put on notice, from the date on which this notice is served. The existing contractor shall not be allowed to participate in any bid which includes delivery of balance services of subject contract. However, in case the existing contractor's performance has improved to the satisfaction of the Manager, then Railways may terminate the bid proceedings, at any stage of the bid process.
- (c) Notwithstanding Railway's initiation of the bidding process, the financial bids shall be opened only after the termination of the subject contract.
- (d) After the issue of this notice, the performance of contractor shall be assessed on a weekly basis by the manager. Manager, if satisfied with the improvement in the performance of contractor, may issue a letter of revocation of the performance notice as per **Annexure-XIII**. If the performance is found unsatisfactory after the first week or thereafter, then Railways will be at liberty to issue the 7-day notice, which will be governed by Section 7.4.2.

#### 7.4.2. Seven Days' Notice

After delivery of the performance notice to the contractor, if she does not proceed to make good her default and carry on the services or comply with such directions as aforesaid, to the entire satisfaction of the Manager, the Railway shall be entitled to serve 7 days' notice as per **Annexure-XIV**, further in writing to either commence the service or improve quality of services to the prescribed standard. The failure to do so shall entail a termination notice being served under the hand of the Manager, to rescind the contract as a whole or in part or parts (as may be specified in such notice).

#### 7.4.3. Termination Notice

If no action to commence the service or improve the quality thereof is taken by the contractor within the 7 days notice period, then a final termination notice as per **Annexure - XV** shall be issued.

### 7.5 Right Of Railway After Rescission Of Contract Owing To Default Of Contractor

In the event of any or several of the courses, referred to in clause 7.4.3, being adopted:

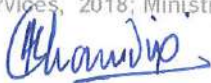
7.5.1. The Contractor shall have no claim to compensation for any loss sustained by her by reason of her having purchased or procured any materials or entered into any commitments or made any advances on account of or with a view to the delivery of the services wherever applicable or the performance of the contract and Contractor shall not be entitled to recover or be paid any sum for the services wherever applicable thereto actually performed under the contract unless and until the Manager shall have certified the performance of such services wherever applicable and the value payable in respect thereof and the Contractor shall only be entitled to be paid the value so certified.





7.5.2. The Manager or the Manager's Representative shall be entitled to take possession of any materials, tools, implements, machinery and buildings on the services wherever applicable or on the property on which these are being or ought to have been executed, and to retain and employ the same in the further execution of the services wherever applicable or any part thereof until the completion of the services without the Contractor being entitled to any compensation for the use and employment thereof or for wear and tear or destruction thereof.

7.5.3. The Manager shall as soon as may be practicable after removal of the Contractor fix and determine *ex parte* or by or after reference to the parties or after such investigation or enquiries as she may consider fit to make or institute and shall certify what amount (if any) had at the time of rescission of the contract been reasonably earned by or would reasonably accrue to the Contractor in respect of the services then actually done by her under the contract and what was the value of any unused, or partially used materials, any tools and plants and any temporary works upon the site. The legitimate amount due to the contractor after making necessary deductions and certified by the Manager should be released expeditiously.





## VIII. SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION RULES

### 8.1 Matters Finally Determined by the Railways

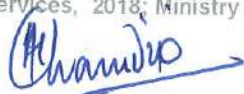
All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the GM and the GM shall, within 120 days after receipt of the contractor's representation, make and notify decisions on all matters referred to by the contractor in writing provided that matters for which provision has been made in Clauses 3.5, 4.13, 4.22.4, 4.41.1, 5.4.2, 5.5.2. (c), 6.5, 6.6, 6.7, 6.8, 7.1, 7.2, and 7.4 and sub clauses thereof of General Conditions of Contract for Services or in any Clause of the Special Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause.


### 8.2 Demand for Arbitration

**8.2.1** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the "excepted matters" referred to in Clause 63 of these Conditions, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

8.2.1.1 (a) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

(b) The parties may waive off the applicability of sub-section 12(5) of Arbitration and Conciliation (Amendment) Act 2015, if they agree for such waiver, in writing, after dispute having arisen between them, in the format given under Annexure XII of these conditions.







**8.2.2** (a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

(b) The claimant shall submit his claim stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

(c) The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.

(d) Place of Arbitration : The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

**8.2.3** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**8.2.4** If the contractor(s) does/do not prefer her/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways that the final bill is ready for payment, She/they will be deemed to have waived her/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

### **8.3 Obligation During Pendency Of Arbitration**

**8.3.1** Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings.

### **8.4 Appointment of Arbitrator :**

**8.4.1** Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off.

(a) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below JA Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by GM.

(b) In cases not covered by the Clause 8.4.1 (a), the Arbitral Tribunal shall consist of a Panel of three Gazetted Railway Officers not below JA Grade or 2 Railway Gazetted Officers not below JA Grade and a retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to



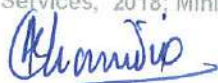
General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in SA grade of other departments of the Railway for the purpose of appointment of arbitrator.

**8.4.2** Appointment of Arbitrator where applicability of section 12 (5) of A&C Act has not been waived off : The Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of SAG Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the contractor within 60 days from the day when a written and valid demand for arbitration is received by the GM. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. GM shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

**8.4.3 (a)** : If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates her/their office/offices or is/are unable or unwilling to perform her functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in her/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

**8.4.3.1 (a)** The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

**(b)** Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.



Sanjeeb Kumar





(c) Qualification of Arbitrator(s): (a) Serving Gazetted Railway Officers of not below JA Grade level. (b) Retired Railway Officers not below SA Grade level, three years after his date of retirement. (c) Age of arbitrator at the time of appointment shall be below 70 years. (i) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past. (ii) While appointing arbitrator(s) under Sub-Clause 8.4.1 (a), 8.4.1 (b) and 8.4.2 above, due care shall be taken that she/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of her/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. The proceedings of the Arbitral Tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of her/their duties expressed views on all or any of the matters under dispute.

(d) (i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred therefrom. (ii) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award. (iii) A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**8.4.4** In case of the Tribunal, comprising of three Members, any ruling on award shall be made by a majority of Members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**8.4.5** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

**8.4.6** (a) The cost of arbitration shall be borne by the respective parties. The cost shall interalia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties, provided parties sign an agreement in the prescribed format after/ while referring these disputes to Arbitration. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble court otherwise on the matter.

(b) (i) Sole Arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time. (ii) Arbitrator tribunal shall be entitled to 50% extra fee if Award is decided within six months.

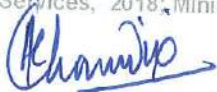

**8.4.7** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules thereunder and relevant para of General Conditions of Contract (GCC) and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

## Annexure I

## Bid Evaluation – Technical Criteria (Sample)

The following criteria are merely indicative and provided for illustrative purposes only.

S. No.	Weightage	Technical Criteria	Documentation	Scoring
1	20%	<p><b>Previous Work Done</b></p> <p>The bidder shall submit documents related to completed/ on-going similar service contracts during the last three previous financial year and the current financial year along with the details of payments received and percentage penalties imposed therein, to classify the completed/ on-going similar service contracts in the following categories:</p> <p>1) Payment received more than or equal to 80% or 50% or 49% of the current advertised bid value and percentage penalties imposed therein</p>	<p>-- Certificate from client firm authorizing payment received along with percentage penalties imposed, contract wise for completed/ on-going similar service contracts with satisfactory performance</p>	<p>Scoring Method;</p> <p>For each completed/ on-going similar service contracts with satisfactory performance shall be as under:</p> <p>(a) 100 Marks if the bidder has completed or received payment as under:</p> <p>1 project &gt; 80%, 2 projects &gt; 50% or 3 or more projects &gt; 40% of the advertised value of the bid.</p> <p>(b) 50 Marks if the bidder has completed or received payment as under:</p> <p>1 project &gt; 50% or 2 projects &gt; 40% of the advertised value of the bid.</p> <p>(c) 20 Marks if the bidder has completed or received payment as under: 1 project &gt; 40% value completed</p> <p>No marks if all projects &lt; 40% value completed.</p> <p><b>Deduction</b> for Percentage penalty imposed in the respective completed / on-going similar</p>




S. No.	Weightage	Technical Criteria	Documentation	Scoring
				service contracts; The Score of each completed/ on-going similar service contracts with satisfactory performance shall be reduced by a percentage equal to the percentage penalty imposed in respective contract. No reduction for percentage penalty less than 5%. Contract where percentage penalty is more than 20% of contract value shall not be considered for calculation of scores for this purpose.
2	35%	Turnover (in last three and current Financial Year)  (Less than 1.5 times the value of work is not eligible)	A per audited balance sheet certified by the CA.	(a) 100 marks - More than 25 times advertised value of work (b) 70 marks - 10 - 25 times advertised value of work (c) 50 marks- 5 - 10 times advertised value of work (d) 30 marks-1.5 - 5 times advertised value of work
3	20%	Number of years in operations  (Firms having less than 1 year of experience are not eligible)	Company establishment certificate and company's work order copy/agreement copy/completion certificate etc as	(a) 100 marks- More than 8 years (b) 80 marks - 5- 8 years (c) 60 marks - 2- 5 years (d) 40 marks- 1-2 years



S. No.	Weightage	Technical Criteria	Documentation	Scoring
			proof of operation.  Years shall be counted from the date of agreement of the work.	
4	25%	<b>Size of Workforce</b>  The Bidder must have a minimum number of personnel (as defined by Railway administration) on the organisation's pay roll.	EPFO challan/bank account statement in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters preceding the date of opening of Bid should be submitted in support of their qualification.	(a) 100 Marks if the Bidder's workforce on roll is greater than 3 times of the total workforce required in this Bid. (b) 70 Marks if workforce on roll is equal to or up to 3 times the total workforce required in this Bid. (c) No marks if workforce on roll deployed is less than the total workforce required in this Bid





## ANNEXURE - II

## BID FORM (First Sheet)

\_\_\_\_ RAILWAY

Tender No. \_\_\_\_\_  
 Name of Work \_\_\_\_\_

To,

The President of India,

Acting through the \_\_\_\_\_

\_\_\_\_ Railway

1. I/We have read the various conditions to the bid attached hereto and agree to abide by the said conditions. I/We also agree to keep this bid open for acceptance for a period of \_\_\_\_ days from the date fixed for opening the same and in default thereof, I/we will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached schedule and hereby bind myself / ourselves to complete the work in all respects within \_\_\_\_ months from the date of issue of letter of acceptance of the Bid.

2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract for Services, 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, Schedule of Rates with all correction slips up-to-date for the present contract.

3. A sum of Rs. \_\_\_\_\_ is herewith forwarded as Earnest Money. Full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Bid is accepted and if:

- a) 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
- b) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. I/We am/are a Micro and Small Enterprise registered from ..... (body approved by Ministry of MSME) with registration No. .... and terminal validity up to ..... for similar service contracts.

5. Until a formal agreement is prepared and executed, acceptance of this Bid 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/ service.

Signature of Bidder/s

Date .....

Address.....







**BID FORM (Second Sheet)**

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

- (a) Bid forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Schedule of approximate quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Manager, \_\_\_\_\_ Railway on payment of prescribed charges.
- (e) Schedule of Rates as amended / corrected upto latest Correction Slips, copies of which can be seen in the office of \_\_\_\_\_ or obtained from the office of the Chief Manager, \_\_\_\_\_ Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Manager or her representatives (from time to time) with all changes and modifications.

**2. Drawings for the Work:** The drawings for the work can be seen in the office of the \_\_\_\_\_ and / or Chief Manager, \_\_\_\_\_ Railway at any time during the office hours. The drawings are only for the guidance of Bidder(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Manager or her representative from time to time.

**3.** The Bidder(s) shall quote her / their rates as a percentage above or below the Schedule of Rates of \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division except where she/they are required to quote item rates and must tender for all the items shown in the Schedule of approximate quantities attached. The quantities shown in the attached Schedule 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 Schedule.

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

**5.** The works are required to be completed within a period of \_\_\_\_\_ months from the date of issue of acceptance letter.

**6. Earnest Money:**

(a) The bid must be accompanied by a sum of Rs. \_\_\_\_\_ as earnest money deposited in cash or in any of the forms as specified, failing which the bid will not be considered. However, registered MSEs in terms of Ministry of MSMEs notification No. 503 are exempted from Earnest Money Deposit.

(b) The bidder(s) shall keep the offer open for a minimum period of 90 days from the date of opening of the bid. It is understood that the bid documents have been sold/issued to the bidder(s) and the bidder(s), is / are permitted to bid in consideration of the stipulation on her / their part that after submitting her / their bid subject to the period being extended





further, if required by mutual agreement from time to time, she will not resile from her offer or modify the terms and conditions thereof in a manner not acceptable to the Chief Manager/Manager. Should the bidder fail to observe or comply with the foregoing stipulation, the amount deposited as Earnest Money for the due performance of the above stipulation, shall be forfeited to the Railway.

(c) If the bid is accepted, the amount of Earnest Money will be returned to the successful bidder after the submission of the Performance Guarantees as per clause 4.11, for the due and faithful fulfillment of the contract. This amount of EMD shall be forfeited, if the Bidder(s)/ Contractor(s) fail to execute the Contract Document within 7 days after receipt of notice issued by Railway that such documents are ready or to commence the work within 15 days (unless otherwise specified) after receipt of the order to that effect.

(d) Earnest Money of the unsuccessful Bidder(s) will, save as here-in-before provided, be returned to the unsuccessful Bidder(s) within 15 days after finalization of the bid / negotiation, but the Railway shall not be responsible for any loss or depreciation that may happen to the Security for the due performance of the stipulation to keep the offer open for the period specified in the bid documents or to the Earnest Money while in their possession nor be liable to pay interest thereon.

**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 no bidder(s) shall demand any explanation for the cause of rejection of her/their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

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

**9.** If the bidder(s) expire(s) after the submission of her / their tender or after the acceptance of her / their tender, the Railway shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, the Railway shall deem such tender as cancelled, unless the firm retains its character.

**10. Bidder's Credentials:** Bidder shall submit the documents as demanded under Bid Evaluation criteria along with the bid.

#### **11. For Manual Bidding:**

Bid must be enclosed in a sealed cover, superscripted "Bid No. \_\_\_\_" and must be sent by registered post to the address of \_\_\_\_\_ Railway so as to reach her/their office not later than \_\_\_\_ Hours on the \_\_\_\_\_ or deposited in the special box allotted for the purpose in the office of \_\_\_\_\_ Railway. This Special box will be sealed at \_\_\_\_ hours on \_\_\_\_\_. The Bid will be opened at \_\_\_\_ hours on the same day. The Bid papers will not be sold after \_\_\_\_ hours on \_\_\_\_\_.

**13. For e-bidding:** Relevant guidelines should be followed.

*Chandip*

*Saijeet Kumar*

*Amritha*



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

15. **Execution of Contract Documents:** The successful bidder(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 Specification for work and materials of Railway as amended/corrected up to latest Correction Slips, mentioned in tender form (First Sheet).

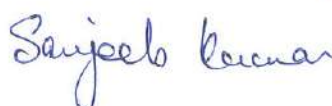
16. **Partnership Deeds, Power of Attorney Etc.:** The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a partnership concern. If the bid is submitted on behalf of a partnership concern, she should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. The Railway will not be bound by any power of attorney granted by the bidder 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.

17. The bidder whether sole proprietor, a limited company or a partnership firm if they want to act through agent or individual partner(s) should submit along with the tender or at a later stage, a power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether she/they be partner(s) of the firm or any other person specifically authorising her/them to submit the tender, sign the agreement, receive money, witness measurements, sign measurement books, compromise, settle, relinquish any claim(s) preferred by the firm and sign "No Claim Certificate" and refer all or any disputes to arbitration.

17.1 The bidder shall clearly specify whether the bid is submitted on her own or on behalf of a Partnership Firm/Joint Venture (JV)/Society etc. The bidder(s) who is/are constituents of Firm, Company, Association or Society shall enclose self-attested copies of the Constitution of their concern, Partnership Deed and Power of Attorney along with their bid. Bid Documents in such cases shall to be signed by such persons as may be legally competent, Association or Society, as the case may be.

17.2 The bidder shall give full details of the constitution of the Firm/JV/Company/Society etc. and shall also submit following documents (as applicable), in addition to documents mentioned above:

- (a) Sole Proprietorship Firm: The bidder shall submit the notarized copy of the affidavit.
- (b) Partnership Firm: The bidder shall submit self-attested copies of (i) registered/notarized Partnership Deed and (ii) Power of Attorney duly authorizing one or more of the partners of the firm or any other persons(s), authorized by all the partners to act on behalf of the firm and to submit & sign the Bid, sign the agreement, witness measurements, sign Measurement Books, receive payment, make correspondences, compromise/settle/relinquish any claim (s)


preferred by the firm, sign 'No Claim certificate', refer all or any dispute to arbitration and to take similar action in respect of all Bids/contracts OR said Bid/contract.

(c) Joint Venture (JV): The Bidder shall submit documents as mentioned in Clause 2.4 to GCC.

(d) Company registered under Companies Act-1956: The Bidder shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Articles of Association) of the Company; and (ii) Power of Attorney duly registered/notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the Bid on behalf of the Company.

(e) Society: The Bidder shall submit (i) self-attested copy of the Certificate of Registration, (ii) Deed of Formation and (iii) Power of Attorney in favour of the Tender signatory.

**17.3** If it is mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., the aforementioned document/s (as applicable) should be enclosed along with Bid. If it is NOT mentioned in the Bid that it is being submitted on behalf of/by a Sole Proprietorship Firm/Partnership Firm/Joint Venture/Registered Company etc., then the Bid shall be treated as having been submitted by the individual who has signed the Bid.

**17.4** After opening of the Bid, any document pertaining to the Constitution of the Firm/JV/Society etc. shall neither be asked nor be entertained/ considered.

**17.5** A Bid from JV/Consortium/Partnership Firm etc. shall be considered only where permissible as per the Bid/ Tender conditions

## **18. Employment/Partnership etc. of Retired Railway Employees:**

(a) Should a bidder be a retired Manager of the Gazetted rank or any other Gazetted officer working before her retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in any department of any of the railways owned and administered by the President of India for the time being, or should a bidder being a partnership firm have as one of its partners a retired Manager or retired Gazetted Officer as aforesaid, or should a bidder being an incorporated company have any such retired Manager or retired officer as one of its Directors or should a bidder have in her employment any retired Manager or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Manager or Gazetted Officer from the said service and in case where such Manager or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender 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, or to take the employment under the contractor, has been obtained by the bidder or the Manager or Officer, as the case may be from the President of India or any officer, duly authorised by her in this behalf, shall be clearly stated in writing at the time of submitting the bid. Bids without the information above referred to or a statement to the effect that no such retired Manager or retired Gazetted Officer is so associated with the bidder, as the case may be, shall be rejected.







(b) Should a bidder or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of her shareholder(s) or a relative(s) of the shareholder(s) employed in gazetted capacity in the any department of the \_\_\_\_\_ Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 7.4 of Standard General Conditions of Contract.

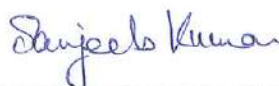

(Signature)

Signature of Bidder(s)

(Designation)

Date \_\_\_\_\_

\_\_\_\_\_ Railway



## ANNEXURE – II (Contd...)

## BID FORM (Third Sheet)

Name of Work/Service: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## SCHEDULE OF RATES AND QUANTITIES

S. No.	Item No.	Description of Item of Work/Service	Approximate Quantity	Unit	Rates per unit in Figures and Words	Amount (Rs.)
1	2	3	4	5	6	7

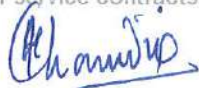
The quantities shown in above Schedule are approximate and are as a guide to give the Bidder(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at \_\_\_\_\_ % above/below the Schedule of Rates of the \_\_\_\_\_ Railway at the rates quoted above for each item (wherever percentage rates are not invited kindly see note given below)

Dated \_\_\_\_\_

Signature of the Bidder(s)

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







## ANNEXURE - III

## CONTRACT AGREEMENT OF SERVICES

\_\_\_\_\_  
RAILWAY

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 Services\_(Name of work)\_set forth in the Schedule hereto annexed upon the General Conditions of Contract for Service Contracts corrected up to latest Correction Slips 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 Services in the said schedule set forth and shall execute the same with great promptness, care and accuracy in a worker 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 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 services 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 services on the final completion thereof the amount due in respect thereof at the rates specified in the Schedule hereto annexed.

(Signature) \_\_\_\_\_  
Contractor \_\_\_\_\_

Signature \_\_\_\_\_  
Railway \_\_\_\_\_

Designation \_\_\_\_\_  
(For President of India)

Address \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Annexure - IV

## Form XIV (See Rule 76)

The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971

## Employment Card

Name and address of contractor.....

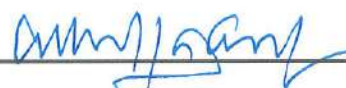

Name and address of Establishment in/ under which contract is carried  
on.....

Name of work and location of work

Name and address of Principal  
Employer

1. Name of the worker .....
2. S. No. in the register of workers employed .....
3. Nature of employment/Designation .....
4. Wage rate (with particulars of unit in case of piece-work) .....
5. Wage period .....
6. Tenure of employment .....
7. Remarks  
.....

Signature of Contractor





## Annexure – V

## Form XV (See Rule 77)

## The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971

## Service Certificate

Name and address of contractor.....

Name and address of Establishment in/under which contract is carried on.....

Nature and location of work.....

Name and address of the worker.....

Name and address of Principal Employer.....

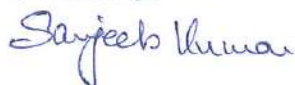
Age or date of birth.....

Identification Marks.....

Parent's/Spouse's name.....

Sl.	Total period for which employed for		Nature of work done	Rate of wage (With particular of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature.....



## Annexure – VI

## Form XVII [See Rule 78(1) (a) (i)]

## The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971

## Register of wages

Name and address of contractor.....

Name and address of Establishment in/under which contract is carried on.....

Nature and location of work.....

Name and address of principal employer.....

Wage Period: Monthly

Sl No.	Name of Worker	Serial No. in the register of workers	Designation/nature of work done	No. of days worked	Units of work done	Daily rate of wages/piece rate
1	2	3	4	5	6	7

## Amount of wages earned

Basic wages	Dearness Allowances	Over time	Other cash payments (Nature of payment to be indicated)	Total	Deductions, if any, (indicate nature)	Net amount paid	Signature/Thumb impression of worker	Initial of Contractor of her representative
-------------	---------------------	-----------	---------------------------------------------------------	-------	---------------------------------------	-----------------	--------------------------------------	---------------------------------------------



## Annexure – VII

## Form XIX [See Rule 78(1)(b)]

## The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971

## Wage Slip

Name and address of contractor.....

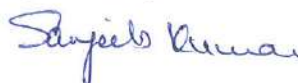
Name of Worker.....

Name of Parent/ Spouse of the worker.....

Nature and location of work.....

For the week/ fortnight/ month ending.....

1. No. of days worked.....
2. No. of units worked in case of piece rate workers.....
3. Rate of daily wages/piece rate.....
4. Amount of overtime wages.....
5. Gross wages payable.....
6. Deductions, if any.....
7. Net amount of wages paid.....

Signature of the contractor or their  
representative

## Annexure – VIII

## FORM XXIV [See Rule 82(1)]

## The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971


*Return to be sent by the Contractor to the Licensing Officer*

*(Every contractor shall send half yearly return in Form XXIV (in duplicate) so as to reach the Licensing Officer concerned not later than 30 days from the close of the half year and a copy of the same should also be sent to the Indian Railways at the same time)*

Half-Year-Ending.....

1. Name and address of the Contractor
2. Name and address of the establishment
3. Name and address of the Principal employer
4. Duration of Contract: From ..... to.....
5. No. of days during half year on which-
  - (a) the establishment of the Principal employer had worked
  - (b) the contractor's establishment had worked... ..
6. Maximum number of contract labour employed on day during the half year-
 

Men	Women	Children	Total
7. (i) Daily hours of work and spread over-
  - (ii) (a) whether weekly holiday observed and on what day-




(b) If so, whether it was paid for-

(iii) No. of work hours (man-hours) of overtime worked

8. No. of work-days (man-days) worked by -

Men	Women	Children	Total
-----	-------	----------	-------

9. Amount of wages paid -

Men	Women	Children	Total
-----	-------	----------	-------

10. Amount of deduction from wages, if any-

Men	Women	Children	Total
-----	-------	----------	-------

11. Whether the following have been provided -

(i) Canteen	..	..	..
(ii) Rest-Room		..	..
(iii) Drinking water		..	..
(iv) Creches	..	..	..
(v) First-Aid	..	..	..

(If the answer is 'yes' state briefly standards provided)

Place .....

Signature of Contractor

Date .....

*[Signature]*

*Sayeeb Kucua*

*[Signature]*

## Annexure – IX

## FORM XXV

## THE CONTRACT LABOUR (REGULATION AND ABOLITION) CENTRAL RULES, 1971

*Annual Return of Principal Employer to be sent to the Registering Officer*

(Every principal employer of a registered establishment shall send annually a return in Form XXV (in duplicate) so as to reach the Registering Officer concerned not later than the 15th February following the end of the year to which it relates.)

Year ending 31<sup>st</sup> December

1. Full name and address of the Principal Employer.
2. Name of Establishment:
  - (a) District
  - (b) Postal Address
  - (c) Nature of operation/industry/work carried on.
3. Full name of the Manager or person responsible for supervision and control of the establishment.
4. Number of Contractors who worked in the establishment during the year (Give details in Annexure).
5. Nature of work/operations on which contract labour was employed.
6. Total number of days during the year on which contract labour was employed.
7. Total number of work-days (man-days) worked by contract labour during the year.
8. Maximum number of workers employed directly on any day during the year.
9. Total number of days during the year on which direct labour was employed.
10. Total number of work-days (man-days) worked by directly employed workmen.
11. Change, if any, in the management of the establishment, its location, or any other particulars furnished to the Registering Officer in the application for Registration indicating also the dates.

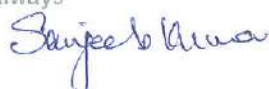
*Principal Employer*

Place .....

Date .....

## ANNEXURE TO FORM

Name and Address of the Contractor	Period of contract From -To	Nature of work	Maximum number of workers employed by each contractor	No. of days worked	No. of workdays (man-days) worked
1	2	3	4	5	6




## ANNEXURE - X

## FORM-XI {See rule 223 (c)}

The Contract Labour (Regulation &amp; Abolition) Central Rules, 1971

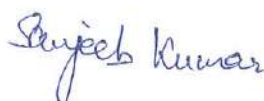
## Certificate of Medical Examination

1. Certificate Serial No.....  
Date.....
  2. Name .....  
Identification marks: (1) .....  
(2) .....
  3. Parent's Name .....
  4. Sex.....
  5. Residence.....son/daughter of.....
  6. Date of birth, if available ..... and/or certificate age.....
  7. Physical Fitness
- I hereby certify that I have personally examined (name) ..... son/daughter of ..... residing at .....who is desirous of being employed in manual work and that his/her age as nearly as can be ascertained from my examination is ..... years and that he/she is fit for employment in ..... as an adult/adolescent.
8. Reason for -
  - (1) refusal of certificate .....
  - (2) certificate being revoked .....

Signature/ Left hand  
Thumb impression of worker

Signature with Seal  
Medical Inspector/CMO

- Note** - 1. Exact details of cause of physical disability should be clearly stated.  
2. Functional/ productive abilities should also be stated if disability is stated.


## ANNEXURE - XI

## POLICE VERIFICATION

PHOTO

(of applicant,  
signed by  
contractor )

S. No.	Particulars	
1	Full Name with Aliases	
2	Parent's Name	
3	Nationality	
4	Present Address in full with Police Station and District	
5	Period of Residence	
6	Home/ Permanent Address in full with Police Station and District	

**Declaration (by applicant):**


I certify that the following information is correct and complete to the best of my knowledge and belief.

**Police Certification:**

The details as stated above are correct and the above person does not have any criminal or any case registered, pending in any court of law.

Signature of Applicant

Date:

Place:

Counter signature of

Authorized signatory with stamp



## Annexure - XII

Registered Acknowledgement Due

## PERFORMANCE NOTICE

\_\_\_\_\_ RAILWAY

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. In spite of repeated instructions to you by the subordinate offices as well as by this office in various letters of even no. \_\_\_\_\_, dated \_\_\_\_\_, you have failed to start service/achieve desirable standard of services till now.
2. Your attention is invited to this office/Chief Manager's office letter no. \_\_\_\_\_, dated \_\_\_\_\_ in reference to your representation, dated \_\_\_\_\_.
3. As you have failed to abide by the instructions issued to commence the service / achieve desirable standard of services, you are hereby given a notice in accordance with Clause 7.4 of General Conditions of Contract to commence the service/ to make good the default, failing which further action will be taken as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation.
4. In addition to the above, Railway is also free to invite a bid to procure the balance services without your participation, starting from the date of issue of this notice.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India



Sanjeev Kumar



## Annexure - XIII

Registered Acknowledgement Due

## REVOCATION OF PERFORMANCE NOTICE

\_\_\_\_\_ RAILWAY

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Your attention is invited to this performance notice issued by this office/Chief Manager's office vide letter no. \_\_\_\_\_, dated \_\_\_\_\_.
2. As you have improved the delivery of services since the issue of the said notice, the performance notice mentioned at para 1 above stands withdrawn.

Kindly acknowledge receipt.

Yours faithfully,

For and on behalf of the President of India



## ANNEXURE - XIV

Registered Acknowledgement Due

## 7 DAYS NOTICE

\_\_\_\_\_  
RAILWAY

(Without Prejudice)

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

1. Performance Notice notice under Clause 7.4 of General Conditions of Contract was given to you under this office letter of even no., dated \_\_\_\_\_; but you have taken no action to commence the services / improve the quality of the services to the specified standards.
2. You are hereby given 7 days' notice in terms of Clause 7.4 of General Conditions of Contract to commence the service to make good the default, failing which further action as provided in Clause 7.4 of the General Conditions of Contract viz. to terminate your Contract and complete the balance services without your participation will be taken.
3. If your performance does not improve, on expiry of this period, a notice for termination of the above contract shall be issued to you under which your contract shall stand rescinded and the services under this contract will be carried out independently without your participation and your Performance Guarantee shall also be encashed/ forfeited and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India





## ANNEXURE – XV

Registered Acknowledgement Due

**TERMINATION NOTICE**  
**RAILWAY**

(Without Prejudice)

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To

M/s \_\_\_\_\_

Dear Madam/Sir,

Contract Agreement No. \_\_\_\_\_

In connection with \_\_\_\_\_

Seven days (7 days) notice was given to you under this office letter of even no., dated \_\_\_\_\_ but your performance has not improved/ you have taken no action to commence the services /improve the quality of the services to the specified standards.

Since the period of 7 days' notice has already expired, the above contract stands rescinded in terms of Clause 7.4 of General Conditions of Contract and the balance services under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the Bid for executing the balance services and your Performance Guarantee shall also be encashed/forfeited.

In addition, your participation as well as participation of every member/partner in any manner as an individual or a partnership firm is hereby debarred from participation in the bid for executing any work being tendered by the said Railway division for a period of two years from the date of issue of this letter.

Kindly acknowledge receipt.

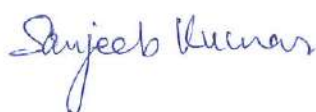
Yours faithfully

For and on behalf of the President of India

## Annexure – XVI

## FIRST AID FACILITIES TO BE PROVIDED TO ALL WORKERS BY CONTRACTOR

Sl. No.	Item	Workers do not exceed 50	Workers exceed 50
		Qty.	Qty.
1.	Small sterilized dressings	6	12
2.	Medium size sterilized dressings	3	6
3.	Large size sterilized dressings	3	6
4.	Large size sterilized burn dressings	3	6
5.	Packets sterilized cotton wool(15gms)		6
6.	Iodine bottle	1 (30ml)	1(60ml)
7.	Bottle containing salvolatile having the dose and mode of administration indicated on the label	1 (30ml)	1(60ml)
8.	Adhesive plaster roll		1
9.	Snake bite lancet	1	1
10.	Bottle of Potassium Permanganate crystals	1(30gms)	1(30gms)
11.	Pair of scissors	1	1
12.	First Aid leaf let	1	1
13.	Aspirin Tablets	1(100(each of 5 grains))	1(100(each of 5 grains))
14.	Ointment for burns	1	1
15.	Anti-septic solution	1	1


## REGISTER OF CORRECTION SLIPS

Correction Slip		Reference			Date of Receipt	Initials of person in charge of book
No.	Date	Page	Item	Subject		