



## **“Start of Tender Document”**

### **e-tender Notice No.- 2026-26-Buffer Heating**

Tender File No.: NWR-JUWS0MECH(OUTS)/21/2026-O/o Dy CME/JU/NWR

Carriage Workshop, North Western Railway, Jodhpur.

Regulation for tenders & contracts conditions of tender and schedule of rates & quantities for – <b>“Heat Treatment of Buffer Plunger with Spindle at firm premises”</b>		
Start date and time of obtain of tender form from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>	:	23.06.2026
Last date and time of obtain of tender form from <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>	:	17.07.2026 up to 15.00 hrs
Last Date and Time of submission of Tender Form on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>	:	17.07.2026 up to 15.00 hrs
Date and time of opening of tender	:	17.07.2026 up to 15.00 hrs
Estimated cost	:	Rs. <b>3186377.60</b> (Rupees Thirty-One Lakh Eighty-Six Thousand Three Hundred Seventy-Seven and Paise Sixty Only.)
Earnest Money	:	Rs. 63700.00 ( Rupees Sixty-Three Thousand Seven Hundred Only.)
Completion Period	:	24 Months
Issued by	:	<b>Office of the Chief Workshop Manager, Carriage Workshop, NWR, Jodhpur</b>

**Note: - Official email ID for all tender/contract-related correspondence is [tenderjuws@gmail.com](mailto:tenderjuws@gmail.com).  
Only communications received through this email ID shall be considered**

## TENDERS FOR WORKS

1. **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.

2. **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.

3. **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

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 detailed above.

(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 of GCC-2022 (GCC-2022 Uploaded on ireps)** and shall be valid for a period of 90days 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 to the official nominated as indicated in the tender document before closing date for submission of bids( i.e. Excluding the last date of submission of bids)
- 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.
- viii. If the envelope is not sealed and marked as instructed above, the Authority 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.

#### **4. 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.

**4.1** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V (A) shall also be submitted by 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(s) 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.

## **CONSIDERATION OF TENDERS**

**5. 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.

**6A. 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.

**6B. 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.

**6C. 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.

**6D. 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.

**6E. Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification 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.

**7. 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.

**8. 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 (SSOR) 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.

**TENDER FORM (First Sheet)**

**e-tender Notice No.- 2026-26-Buffer Heating**

**Name of Work: "Heat Treatment of Buffer Plunger with Spindle at firm premises".**

To  
The President of India  
Acting through the  
Chief Workshop Manager  
Carriage Workshop, NWR, Jodhpur

I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and 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 carriage Workshop Jodhpur, North Western 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 **24 months** 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 ₹ 63700.00 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 Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s) \_\_\_\_\_

**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 the Chief Workshop Manager, Jodhpur or obtained from the office of the Chief Engineer, North Western Railway 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 Chief Workshop Manager, Jodhpur or obtained from the office of the Chief Engineer, North Western Railway 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 Chief Workshop Manager, Jodhpur 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 North Western Railway as applicable to Jodhpur 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 **24 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 GCC-2022, 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 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 North Western 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 notarised, 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 subletted, 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.

**10.2. Financial Eligibility Criteria:** 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**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**Note: Relaxation in eligibility criteria to Startups (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry) will not be provided in this case.**

**10.3 Bid Capacity: For tender having advertised value more than Rs 10 Crore wherein eligibility criteria including Bid capacity also the tendered 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  $0.3 \times 0.2$  \* 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 North western 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 Statement/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. **In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V (A) shall also be submitted by 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 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 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 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.

(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.

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 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 10 of the Tender Form (Second Sheet).

- (d) **Joint Venture (JV):** All documents as mentioned in para17 of the Tender Form (Second Sheet).
- (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.
- (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/LLP 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 shall be considered only where permissible as per the tender conditions.

(vi) The Railway will not be bound by any change of power of attorney or 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 /registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tendershall 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 the firm 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 Apostille certificate.*

**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 railways 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 gazetted 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 by him 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 the case 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 at the 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 to be 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 alongwith the tender. The complete details of the 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 alongwith 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.

**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 alongwith 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) 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 Embassy if it carries a conforming Apostille certificate.*

**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.

**(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 (non-lead) 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.

*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.*

### **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.

(Signature)

(Designation)

Signature of Tenderer(s) \_\_\_\_\_ Railway

Date \_\_\_\_\_



## TENDER FORM (Third Sheet)

Name of Work: "Heat Treatment of Buffer Plunger with Spindle at firm premises"

## SCHEDULE OF RATES AND QUANTITIES

SL	Item No	Description of Item of Work	Approximate Quantity	Unit	Rates /unit (₹)	Amount (₹)
1	2	3	4	5	6	7
Schedule A : “Heat Treatment of Buffer Plunger with Spindle at firm premises”						
1	1	Heat treatment of buffer plunger with spindle without face plate at firm premises.	7000	Nos	385.76	2700320.00
2	2	GST @ 18 %				486057.60
Total						3186377.60
Total Cost: - including all taxes, GST (Rupees Thirty-One Lakh Eighty-Six Thousand Three Hundred Seventy-Seven and Paise Sixty Only)						

The quantities shown in above Schedule 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.

## NOTE:

1. Above rates are inclusive of Alllabour, Material, expenses, GST and all applicable Taxes.

**I/We undertake to do the work at -----% above/below the Schedule of Rates of the Estimate as applicable to Carriage Workshop, NWR, Jodhpur or at the rates quoted above for each item.**

Signature of the Tenderer(s)

Dated

**Name of work :- Heat Treatment of Buffer Plunger and Buffer Spindle**

1. Buffer plunger and buffer spindle will be inspected by Stage Inspector of Inspection Shop and SSE/SBHT Section and then will be provided to the Firm representative for Heat Treatment in Contractor Firm's Premise.
2. Three (03) copies of Returnable Gate Pass will be issued by SSE/Store/Lifting Shop to Firm representative for transportation of Buffer plunger and Buffer Spindle for OUT & IN in Jodhpur Carriage Workshop, JUWS Premise and it is the responsibility of Firm representative to submit 01 Copy of Returnable Gate Pass to SSE/Store/Lifting Shop when heat treated Buffer plunger and Buffer Spindle come inside the Jodhpur Carriage Workshop, JUWS Premise in same Quantity as written on Returnable Gate Pass.
3. Daily available work lot (Approx. 16 Nos. of Buffer plungers and 16 Nos. of Buffer spindles or as per availability/outurn on SBHT Section floor) will be provided to the Firm for Heat treatment.
4. Firm representative will maintain a register of OUT & IN quantity and heat treated quantity of Buffer plunger and Buffer Spindle duly signed by SSE/SBHT.
5. Transportation and loading-unloading of Buffer plunger and Buffer Spindle will be provided by Contractor Firm.
6. Temperature of Heat Treatment upto 550°C for both Buffer Plunger and Buffer Spindle.
7. Heat treated Buffer plunger and buffer spindle will be inspected by Stage Inspector of Inspection Shop and SSE/SBHT Section before repair.
8. Indemnity bond of 32 Nos. Buffer Plunger with spindle (Cost ₹12000/- per unit) to be submit by Contractor firm to the Railway.

**Penalties**

1. **"No Work No Pay"** concept will apply in addition of penalty.

2. If allotted work is not done by the contractor, a penalty of Rs. 1000/- shall be imposed per day.

3. During the execution, the quality of any part of work is not satisfactory or segregation and proper stacking of material not done by contractor staff, a penalty of Rs. 1000/- per instance shall be imposed and required re-work shall be done by the contractor on his own cost.

4 If Firm representative failed to Deposit Returnable Gate Pass, then a penalty of ₹2000/- will be imposed on Contractor Firm and Firm will give in written the reason of not deposit Returnable Gate Pass.

  
SSE/SBHT



### **Special Terms and Condition of Contract-**

- 1) The contract will be governed by railways General Conditions of contract issued by Railway board with corrigendum issued up to date. the copy of GCC 'April 2022' is enclosed with the e-Tender Document at ireps website
- 2) The successful tenderer shall fulfil the all relevant statutory provision of Government including contract labour (Regulation and Abolition Act 1970, workmen's compensation act 1923, payment of wages act 1936 Minimum wages act 1948, and the payment of Bonus Act 1965. Employees State Insurance Act, Provident Fund Act, Employment of children Act, Un-touch ability act, The Prohibition of Employment as Manual Scavengers and their Rehabilitation Act 2013 and other Labour Laws, amended from time to time. The successful tenderer shall also submit indemnity to the Railway administration against any claims/liabilities under these Acts. Contractor has to submit relevant documents when asked by railway
- 3) The Contractor shall employ staff with all the provisions of contract labour act as provided therein. The contractor shall maintain salary register of staff as per labour law and ensured that the payment to the labour will be made as per minimum daily wages as notified by Govt. from time to time. Record must be maintained & produced whenever asked. Contractor will ensure that minimum wages law of govt. is followed. Failure of this action will be taken as per extent rules.
- 4) With Reference to various provision of Contract Labour (R & A) Act, 1970, ensure the following particulars by Contractor:-
  1. The payment to the Contract labour should be made through bank/Cheque.
  2. Identity card should be issued to all contract workers.
  3. Necessary steps should be taken to depute Provident Fund from the payment made to contract labour and ensure that the same is credited to their Provident Fund account.
  4. Medical facilities from ESI, if applicable.
- 5) The contractor shall take all safety measure necessary for safety of his workers. Contractor shall remain responsible for the safety of his engaged persons. The contractor shall provide all necessary personal protective safety equipment's like safety shoes, safety goggles, lather hand gloves and helmet etc. to their engaged persons.
- 6) Contractor has to depute authorised representative that will monitor the contract work, Attendance of labours deputed, safety of labours, receive offering memo, letters & instructions, communicate, co-ordinate with railway officials and solve problems regarding execution of work.
- 7) To carry out the subject work the contractor or his representative will report to **SSE SBHT /JUWS** or representative nominated by Dy. CME, Carriage, and Jodhpur.
- 8) Law Governing the Contract- The contract shall be governs by law for the time being in

force in the Republic of India.

- 9) The contractor shall be responsible for good conduct of his staff, if anyone found indulging in undesirable activities, he/she shall have to be withdrawn immediately and replaced with a fresh person & suitable penalty & action shall be taken as recommended by the Railway Administration.
- 10) The contractor shall be responsible for all structural damages to railway property or injury caused by works of his workmen to persons, animals or things and shall indemnify the railway in respect thereof and shall be held entirely responsible for all work carried out by him until it is finally taken over by the railway and he shall be liable to be called.
- 11) The contractor shall himself ensure the safety of his workers and liable to pay claims, whatsoever is made by the contract labor. Railway shall not carry any responsibility of such claims / payments.
- 12) The tenderers shall not increase their quoted rates in cases the railway administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers.
- 13) If a tenderer/s expires after the submission of a tender/s or after the acceptance of his tender the railway shall deem such tender is 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.
- 14) If the contractor firm is dissolved on account of death or retirement of any partner or any reason whatsoever, before fully completing the whole work or any part of it, undertaken by the principle agreement, the partner shall remain severally and personally, liable to complete the whole work to the satisfaction of the railway and to pay compensation for loss sustained if any by the railway due to such happening. The railway shall decide the amount of such compensation and his decision in the matter shall be final and binding on the contractor.
- 15) **Jurisdiction of courts:** - The legal court jurisdiction shall remain limited to civil court, Jodhpur and high court of Rajasthan.
- 16) Successful tenderers (in case of firms and companies) will have to submit his/their original power of attorney/partnership deed in case of partnership firms and power of attorney and memorandum and articles of association in case of limited companies. They will have to pay **Rs. 200/-** towards scrutiny of each documents by railway's legally defective and are required to be re-examined after correction of it, a further fee of **Rs. 200/-** will have to be paid by the tenderer for each document.
- 17) The railways reserve the right to increase/decrease the quantities, or can terminate the contract at any stage of the contract by one week notice. No claims whatsoever shall lie against the railway for any such variation in quantities or on account of earlier

termination of the contract

- 18)** Carriage Workshop Jodhpur is certified INTEGRATED MANAGEMENT SYSTEM (ISO 9001:2015, ISO 14001:2015, ISO 45001:2018, Green Co) and “5S”, ISO 3834:2005 Certified awarded organization. Contractor has to aware about Quality, 5S management, ISO 3834 Welding Technology, Environment, Energy Management & Health and Safety. All the requirements to this effect shall be observed and followed by the firm. Otherwise penalty will be imposed as per contract condition.
- 19) Change in the scope of work:** If during the project, it is found that some changes in the scope of work is required then the contractor and the workshop authority may renegotiate the contract upon mutual agreement in writing without any financial implication.
- 20)** The tenderers shall not increase their quoted rates in cases the railway administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderers.
- 21) Performance Guarantee & Security Deposit-**

**Performance Guarantee**

The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty one) days, i.e. from 22ndday after the date of issue of LOA. Further, if the 60thday happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value **and additional performance guarantee as per clause d**

- (i) A deposit of Cash;
  - (ii) Irrevocable Bank Guarantee;
  - (iii) Insurance surety band note as per Annexure XVII of GCC 2022 in case of extension of date of completion selected bidder need to submit extended insurance surety bond/fresh insurance surety bond /fresh performance security, in any form as given above, before expiry of existing insurance surety bond
  - (iv) Government Securities including State Loan Bonds at 5% below the market value;
  - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defence Certificates;
  - (x) Ten years Defence Deposits;
  - (xi) National Defence Bonds and
  - (xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) if a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below**

<b>Bid quoted in % of advertised cost</b>	<b>Additional performance guarantee (5)</b>
<b>Below 0- 5 % (inclusive)</b>	<b>Nil</b>
<b>Below 5 %</b>	<b>5 %</b>

#### **Security Deposit**

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if

Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor. Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered.

**22) 1. Instruction Regarding welders :**

**1. Qualification Standards (For fusion welding of steel):**

- Welders must be qualified according to ISO 9606-1:2017 (or latest) OR IS 7310 (Part 1): 2019 (or latest) for fusion welding of steel as per the approved Welding Procedure Specification (WPS), which includes material type, thickness, joint type, welding position, welding process, and consumables.

**AND**

**2. Educational and Training Requirements:**

- Matriculation/SSLC plus ITI certification from a recognized institution (NCVT/SCVT) in the Welder trade.

**OR**

- Act Apprentices trained and certified in the Welder trade by any Railway Unit, Government, Semi-Government, or PSU unit are also eligible.

**AND**

3. Competency Test by Railway Unit: Railways shall conduct competency test at their premises on the welders engaged for outsourced work to verify their skills by taking trial test on at least 2 sample pieces at the cost of the Railways and if the trial is found satisfactory, Competency certificate will be issued by respective officer/SSE (incharge). In case competency test trial of the welder is found to be unsatisfactory, cost of the test shall be borne by the contractor

4. The validity and process of renewal of competency certificate would be as defined in

- 23) Contract Period-** The contract/completion period of the work is 24 **Months** from the date of issue of LOA.
- 24) Inspection- SSE SBHT/JUWS**, or authorized representative of Dy CME/ JUWS will supervise, inspect and prepare required voucher etc.
- 25) Consignee:** Supervision and record of work will be carried out by **SSE SBHT /JUWS** , or representative nominated by Dy. CME Carriage Jodhpur.
- 26) Bill Passing Authority:** i.e. Dy. CME, Carriage Workshop, North Western Railway, Jodhpur
- 27) Bill Paying Authority:** Asst. Financial Adviser, W&S, North Western Railway, Jodhpur.
- 28)** Conservancy Cess Charges shall be recovered from contractor's monthly bill as per following table:

Sr. No.	Average no. of labours or workmen employed per day.	Conservancy Cess Charges per month.
1	1 to 5	Rs. 159.00
2	6 to 10	Rs. 312.00
3	11 to 25	Rs. 785.00
4	26 to 50	Rs. 1143.00
5	51 to 100	Rs. 1534.00
6	101 to 200	Rs. 1926.00
7	201 to 300	Rs.2318.00
8	301 to 750	Rs.2676.00

Note: If conservancy cess charges are changed/ revised during currency of the contract, revised charges shall be recovered. (Letter no F(X)I/95/1/1 dated 07.09.2021 )

**29) Payment**

- Contractor should submit bill cum GST/Tax invoice in three copies in favour of CWM/ Carriage Workshop, NWR, Jodhpur.
- No advance payment will be made by the railways.
- Payment will be made after inspection and satisfactory certification of work, certify of payment given to labours deputed by contractor through Bank/Cheque & EPFO/ESIC Challan copies if applicable by SSE SBHT or nominated representative of this workshop. The bill will be forwarded duly verified by SSE SBHT as nominated representative of DY CME/JUWS Payment will be made for actual quantity of work done.
- Labour employed by the contractor must have individual Bank A/c in their own name. The payment to the labour by the contractor shall be made as per the latest Minimum Wages issued from Chief Labour Commissioner (C) through bank accounts of the individual labour only and not in cash. The contractor while submitting the on account/final bill for a particular month shall enclose the photocopy of the bank statement showing that payment has been made directly to bank account of the labours in the previous month. The payment of the contractor will not be released on failure to submit the bank statements of each and every labour.
- The contractor while submitting the on account/final bill for a particular month shall enclose the documentary proof of Service Tax and payment particulars of EPF



& ESI applicable as per government rules/act of each labour of the previous month with the monthly bill of the subsequent month, without these documents the payment shall not be made.

- 6.** Necessary Taxes and charges will be deducted from the Contractor bill by the Railways as where applicable that time.
- 30)** Valid ITCC/PAN should be submitted by the contractor. No payment will be made without valid ITCC/PAN. As per rules income tax, turnover tax, surcharge, water and cess charge will be deducted from the contractor bill by the railways as where applicable that time
- 31)** In case of any dispute the decision of CWM/JUWS will be the final authority to decide.
- 32)** Head of allocation: **20721203**
- 33)** Contractor is to abide by the provisions of payment of wages act & minimum wages act in terms of clause 54 and 55 of indian railways general conditions of contract. In order to ensure the same an application has been developed and hosted on website [www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in) . Contractor shall register his firm/company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The registration updation of portal shall be done as under:
- 34)** Contractor shall apply for one time registration of his company/firm etc in the shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- 35)** Contractor once approved by any Engineer, can create password with login ID (Pan No.) for subsequent use of portal for all LOA's issued in his favour.
- 36)** The contractor once registered on the portal shall provide details of his Letter of Acceptance (LOA/ Contract agreement on shramikkalyan portal within 15 days of issue of any LOA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- 37)** After approval of LOA by engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
- 38)** It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 39)** While Processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/ Security Deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's shramikkalyan portal at '[www.shramikkalyan.indianrailways.gov.in](http://www.shramikkalyan.indianrailways.gov.in)' till \_\_\_\_\_ Month, \_\_\_\_\_ Year.
- 40)** Addresses- The relevant address for various purposes connected with work is given below General correspondence- Chief Workshop Manager, Carriage Workshop, North Western Railway, Jodhpur-342001. Email ID Tenderjuws@gmail.com

**Annexure-A**

**To whom it may concern**

It is certified that all the applicable labour law of Government is being followed by M/s..... (Name & address of contractor's firm)..... Any information/certificate asked for/sought by Central/State/ Statutory Government/agency shall be made available by firm. In case of any lacuna/deficiency found, the firm shall be fully responsible and shall compensate the same in the manner as directed by concerned authorities.

Signature  
with seal of Contractor

**Annexure-B**

**D E C L A R A T I O N**

I am / we are not related to any employee in any capacity on the Indian Railway.

OR

I/We draw attention to the fact that I/We are related to the following employees of the Indian Railway.

S.N	Name of the employee	Department	Degree of relation ship

[Signature of the Tenderer]

Address

**Note: The items which are not applicable should be struck off.**

**CONSTITUTION OF THE FIRM**

Full Name of the Contractor/s, Construction firm and  
year of Establishment

Registered Head Office and Address

Branch Offices/ in India

Address on which correspondence regarding this tender  
should be done

Date:

Address:

Signature of Tenderer

**NATIONAL ELECTRONIC FUNDS TRANSFER  
MANDATE FORM (NEW)**

<b>S.No</b>	<b>DESCRIPTION</b>	<b>DETAILS</b>
1	Contractor's name as per Bank account	
2	Contractor's address	
3	Telephone No. of contractor	
4	Contractor's E-Mail ID	
5	Cell phone No. of contractor	
6	PAN No.	
7	Bank name	
8	Bank's branch name	
9	Bank Code no.	
10	Name of city	
11	Bank Address	
12	Bank's branch Telephone/Fax no	
13	Contractor's account no	
14	Type of account	
15	IFSC code for NEFT	
16	MICR no.	

Signature of tenderer with stamp and Address

Confirmed by Bank  
(Along with bank seal)

Enclosed a copy of crossed cheque

**FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](http://www.ireps.gov.in) . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (*insert name of the tenderer*) \*\*..... and all my/our constituents understand that my/our offer shall be summarily rejected.
9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee and may also lead to any other action provided in the contract including banning of business for a period of up to two year.
10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

\*\*The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

This certificate is to be given by each member of JV or Partners of Partnership firm/LLP/etc.

Reference -Para 6.1 of ITT

**(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 backlisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/we are not from such a country or, if from such a country, have been registered with the competent Authority. I/we hereby certify that I/we 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:

**\*END OF TENDER DOCUMENTS\***