

North Western Railway

(Jaipur Division)

TENDER DOCUMENT

1. **Tender No:- ENGG-JP-2026-27-54**
2. **Name of Work: - Infrastructure Enhancement of satellite Track Machine Depot, BKI/JP with the provision of staff facilities.**

NOT TRANSFERABLE

Issued by                      DRM/WA/NWR/JP

Issued to                      .....

.....

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**Important Items to be referred during submitting of the offer if applicable:-**

1. Status of firm.
2. Clause 19 of Tender document.
3. Certificate as per Performa Annexure-V and Annexure – V (A) (if applicable) of GCC Non-submission of certificate by the bidder shall result in **summarily rejection of his/their bid.**
4. List of similar nature of works physically completed.
5. Certificate for non-employment/partnership of retired Gazetted Railway Officers.
6. Annual Turnover for the last three years and current financial year.
7. Attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
8. Test Report of the stone ballast, issued from the approved Laboratory as listed in the tender documents otherwise the offer **shall be summarily rejected.** Test report required for Ballast supply contract.
9. Any other document in support of his/her/their credentials/scheme.
10. Test Report of the water, chemical and biological report & indicating source of water supply otherwise tender **shall be summarily rejected.** Test report required for water supply contract.
11. Bid Security Declaration is mandatory

## NORTH WESTERN RAILWAY

### TENDER FORM

1. **Applicability:** As per Indian Railways Standard General Condition of Contract **April 2022.**
2. **Application for Registration:** As per Indian Railways Standard General Condition of Contract **April 2022.**
3. **Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.
4. **Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should she/he be in doubt as to their meaning, she/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 endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon herself/himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
5. **Bid Security:**  
(1) (a) The tenderer shall be required to submitted 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 'Start ups' 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 clause (a) above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before

provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per Annexure VIA and shall be valid for a period of 90days beyond the bid validity period. **(As per norms of State Government of Rajasthan the Bank Guarantee bond must submitted on 0.25% stamp paper of Bid Security value.)**
- (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 Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

## **6. Care in Submission of Tenders:**

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state’s State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates

- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- 6(a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to: Wrong/incorrect invoices issued by Contractor; No-filing of GST returns; Non-payment of GST collected from Indian Railways to the authorities; Any other non-compliance done by Contractor; General Indemnity: Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor. Retention Money: Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- 6.1 The tenderers shall submit a copy of **certificate** stating that all their statements/documents submitted along with bid are true and factual. Standard format of 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 the each member of a Partnership Firm/ Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non-submission of above certificate by the bidder shall result in **summary 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.
7. **Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
- 7A. **Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

- 7B. Pre Bid Conference: Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre Bid Conference(s) with the prospective bidders.
- 7C. Make in India Policy: Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.
- 7D. Permission to Bid for a bidder from a country which shares Land boundary with India: Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 7E. Clarification of Bids: To assist in the examination, evaluation & comparison and prequalification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. GCC April 2022 . However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
8. **Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
9. **Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).
- (a) For Zone contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (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 of GCC .

**NORTH WESTERN RAILWAY**  
**TENDER FORM (First Sheet)**

**1. Tender No:- ENGG-JP-2026-27-54**

**2. Name of Work: - Infrastructure Enhancement of satellite Track Machine Depot, BKI/JP with the provision of staff facilities.**

The President of India

Acting through the DRM(WA) North Western Railway Jaipur

1. 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 **60/90** 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 NW Railway, at the rates quoted in the attached bill(s) of quantities hereby bind myself/ourselves to complete the work in all respects within..... from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹.....has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto.....(Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

## ANNEXURE – I (contd...)

**TENDER FORM (Second Sheet)****1. Instructions to Tenderers and Conditions of Tender:****(A) The following documents form part of Tender / Contract:**

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of DRM(WA) Jaipur or obtained from the office of the Chief Engineer, NW 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 DRM(WA) Jaipur or obtained from the office of the Chief Engineer, NW Railway on payment of prescribed charges.
- (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or her/his representatives (from time to time) with all changes and modifications.

**(B) Order of Precedence of Documents:** In a tender/contract, in case of any difference, contradiction, discrepancy, with regard to Conditions of tender/contract, Specifications, Drawings, Bill of quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award      ii. Schedule of Items, Rates & Quantities      iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents      v. Drawings
- vi. Indian Railways Standard General Conditions of Contract
- vii. Indian Railways Unified Standard Specifications (Works and Material) updated with correction slips issued up to date of opening of tender
- viii. IR Specifications/Guidelines ix. Relevant B.I.S. Codes

**2. Drawings for the Work:** The Drawing for the work can be seen in the office of the DRM(WA) Jaipur and / or Chief Engineer, NW Railway 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 her/his representative from time to time.**3.** The Tenderer(s) shall quote his /her/ their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of \_\_\_\_\_ Railway as applicable to \_\_\_\_\_ Division except where she/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/her/their entries must be attested by him /her/ them.**5.** The works are required to be completed within a period of (As per NIT) from the date of issue of acceptance letter.



**6. Bid Security:**

- (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected
- (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two-packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on her/his / their part that after submitting her/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 the Chief Engineer/Dy.Chief Engineer/Divisional Engineer of NW 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 fulfilment 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 fulfilment 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 her/his /their tender or creates / create circumstances for the acceptance of her/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) (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:

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

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

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

- (b) (b) (i) 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:

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

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

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

Note: for b (i) separate completed works of minimum required values shall also be considered for fulfilment of technical eligibility criteria for different components.

- (b)(ii) 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) (iii) 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 Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

similar to work proposed for subcontract, costing not less than 35% value of work to be 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. organization, 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 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.

**10.3. Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI.

**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 clause 10 including clause 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 fulfilment 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 fulfilment 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 part or a component of work is completed but the overall scope of contract is not completed, this work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.*

6. *In case a work is considered similar in nature for fulfilment 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. *The value of final bill including PVC amount-if paid, or otherwise in case final bill is pending the contract cost in last approved variation statement plus PVC amount paid or cumulative amount paid up to last on-account bill including PVC amount and statutory deductions whichever is less, shall be considered as the completion cost of work.*
8. *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  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . 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.*
9. *In case of existing partnership firm, if any new partner(s) join the firm without any modification in the name and PAN/TAN no. of the 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.*
10. *In case of existing partnership firm if any other partner(s) joins 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.*
11. *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.*
12. *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.*

13. *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.*
14. *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.*
15. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
14. *In case company A is merged with company B, then company B would get the credentials of company A also.]*

#### **11. Tenderers 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 NW 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of 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 the each member of a 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 her/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/she/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 her/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. 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 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 her/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) An undertaking that he is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which he was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (ii) All 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) An undertaking that the HUF is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which HUF was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.

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

**(c) Partnership Firm:**

- (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).

**(d) Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).

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

- (i) The copies of **MOA (Memorandum of Association)** / **AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) An undertaking that the Company is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of the partnership firm or JV in which the Company was / is a partner/member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (vi) All other documents in terms para 10 the Tender Form (Second Sheet) above.

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

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- (iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
- (v) 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.
- (vii) All other documents in terms of para 10 the Tender Form (Second Sheet) above.

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

- (i) A copy of the 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 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 / Partnership firm etc. 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 tender shall be summarily rejected.
- A Separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of 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 Standard General Condition of contract.

## **JOINT VENTURE (JV) IN WORKS TENDERS**

**17. Participation of Joint Venture (JV) in Works Tender:- This Clause shall be applicable for works tenders of value more than ₹10 Crore (Rupees ten crore only). If a JV Firms participate in the tenders of value upto ₹ 10 crore, their offer will be summarily rejected.**

- 17.1 Separate identity/name shall be given to the Joint Venture.
- 17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.
- 17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.
- 17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.
- 17.5 Bid Security shall be submitted by JV or authorized person of JV either as :
  - (i) Cash through e-payment gateway or as mentioned in tender document, or
  - (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.
- 17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV along with the tender. The complete details 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. The MoU format is enclosed as ANNEXURE "N"
- 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 tender bid by the JV, except when modification becomes inevitable due to succession laws etc. Provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

- 17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.
- 17.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the registrar of the companies under 'The company 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 along with the tender:
- 17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

- (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar,
- (ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
- (iii) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) 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 GCC April 2022 24
- (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 fulfilment 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

- i. 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%** cost of any component of work mentioned in technical eligibility criteria

ii. *Note for Clause 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 partner 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 prior to date of tender opening 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 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 through e-payment gateway or as mentioned in tender document. 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 no 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 partnership deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) 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 / any State Govt. 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. Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determination 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 fulfilment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above:

#### **19. The list of documents to be attached by the tenderer(s) for this tender:-**

19.1 Following documents are common for all types of firms i.e. Sole proprietorship, Partnership, Limited Company or JV.

- a) Firm details as per 'Annexure-A'
- b) Certificate as per proforma given in 'Annexure-B ( Same as Annexure-V of GCC)
- c) Performa for List of similar nature of works physically completed in all respect (in reference to para 10.1 of tender form second sheet) as awarded by Govt./Semi Govt./Public sector undertaking / Autonomous bodies /Municipal bodies as per proforma given in 'Annexure-C'
- d) Attested copy of Completion Certificate of works mentioned in para (c) above from the Organizations with whom they worked as per proforma given in 'Annexure-D'.
- e) List of works on hand as per proforma given in 'Annexure-E'
- f) List of plants & Machinery available on hand (own) and proposed to be inducted (own and hired to be given separately) for the subject work in 'Annexure-F'.

- g) List of Personnel, Organization available on hand and proposed to be engaged for the subject work in '**Annexure-G**'.
- h) Certificate for non-employment/partnership of retired Gazetted Railway Officers as per proforma given in '**Annexure-H**'
- i) Annual Turnover for the last three years and current financial year with supporting documents required (**Annexure-I**)
- j) Attested copy of Permanent Account Number (PAN) issued by Income Tax Department.
- k) Test Report of the stone ballast, issued from the approved Laboratory as listed in the tender documents otherwise the offer **shall be summarily rejected**. (This item will be applicable only in those tenders whose tender schedule includes item of supply of ballast).
- l) Any other document in support of his/her/their credentials/scheme

19.2 In addition to Para 19.1 above certain more documents are to be submitted by tenderers as per status of their firms. These documents are listed below:

19.2.1 For Sole Proprietorship firm

- a) Notarized Affidavit as per '**Annexure-J**'.
- b) Attested copy of notarized Power of Attorney including ratification clause, as per '**Annexure K**'.

19.2.2 For Partnership firm

- c) Attested copies of registration / registered Partnership deed or notarized partnership deed.
- d) Special Power of Attorney duly stamped and authenticated by a Notary Public from all partners of the firm in favour of one or more partner(s) or any other persons(s) as per **Annexure-L**

19.2.3 For Limited Company

- e) Attested copy of Memorandum & Articles of Association of Company.
- f) Attested copy of resolution passed by Board of Directors authorizing its Director/Employee to deal with tender on behalf of company.
- g) Attested copy of Notarized Power of Attorney including ratification clause duly signed by person authorized by the company vide above.(Annexure M)

19.2.4 For JV firm – Documents listed in 19.2.1 or 19.2.2 or 19.2.3 are to be submitted as per the status of firm participating in JV firm. In addition following documents are to be submitted.

- h) Memorandum of Understanding of JV as per proforma given in '**Annexure-N**'
- i) Letter of consent as per proforma given in '**Annexure-O**' to be submitted by a partnership firm participating as a Member of JV firm (wherever applicable).
- j) Attested copy of resolution passed by Board of Directors authorizing its Director/Employee to enter into JV on behalf of a company.
- k) Special Power of Attorney as per proforma given in '**Annexure-P**' to be submitted by Limited Companies or Sole Proprietor participating as member of JV firm (wherever applicable).
- l) Certificate from each member of JV as per performa given in '**Annexure Q**'.

19.3 No post-tender submission of documents:

Clarification only can, however, be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within the period specified in the letter from the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.

**20.0 The Price Variation Clause (PVC) as per clause no. 46 A-1 Applicability: Price Variation Clause (PVC) shall be applicable only in tender having advertised value above Rs. 2 Crores.**

Note- The Price Variation Clause (PVC) of General conditions of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal Contract. (Reference- Railway board letter no. 2013/CE-I/CT/0/10/PVC/Pt.I Dated 27.01.2015.)

**ANNEXURE-B****Same as annexure-V of GCC****Reference-para 6.1 of ITT****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,

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 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 at any time after the award of the contract, it will lead to termination 33 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 upto 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.

ANNEXURE-V(A) of GCC  
Reference-Para6.1 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) here by solemnly affirm and state as under:

1. I/we certify that .....(constituent firm/constituent partner) is/are not Blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation as tenderer 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 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 CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

Signature of Tender/s

DRM/ENGG/Jaipur  
(On behalf President of India)

## ANNEXURE – VI

## TENDERER'S CREDENTIALS (BID CAPACITY)

## N.W. RAILWAY

For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under: Available Bid Capacity =  $[A \times N \times 2] - 0.33 \times N \times B$

Where

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

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

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

Note:

- (a) The Tenderer(s) shall furnish the details of –
  - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (b) In case if a bidder is JV, the tenderer(s) must furnish the details of
  - (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
  - (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished. The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual “bid capacity” of all the members shall be taken as JV’s “bid capacity”.
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/her/his offer shall be considered as incomplete and **will be rejected summarily.**
- (f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available Bid Capacity is lesser than estimated cost of work put to tender, her/his offer shall not be considered even if she/ he has been found eligible in other eligibility criteria/tender requirement.



**Annexure –VIA**  
Para 5 of the Instructions to Tenderers

**(Bid Security)**

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

Name of the Bank: -----

President of India,

Acting through DRM/WA/NWR/JP

Beneficiary: Sr. DFM/NWR/JP

Date:.....

**Bank Guarantee Bond No.:**

**Date-----**

In consideration of the President of India acting through DRM/WA/NWR/JP (Designation & address of Contract Signing Authority), North Western Railway Jaipur, (hereinafter called "The Railway") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No..\_\_\_\_\_, We have been informed that . . .

. [Insert name of the Bidder]..... (hereinafter called "the Bidder") intends to submit its bid (hereinafter called "the Bid") .

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned [Insert name(s) of authorized representatives of the Bank], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [Insert required Value of Bid Security] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till.....**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (**Structured Financial Messaging System**) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
IFSC TYPE BRANCH	IFSC TYPE BRANCH
BANK NAME STATE BANK OF INDIA	BANK NAME STATE BANK OF INDIA
BRANCH NAME RAIL	BRANCH NAME RAIL
CITY NAME NAVI MUMBAI	CITY NAME NAVI MUMBAI
ADDRESS SECTOR	11, CBD BELAPUR, NAVI MUMBAI
DISTRICT NAVI MUMBAI	DISTRICT NAVI MUMBAI
STATE MAHARASHTRA	STATE MAHARASHTRA
BG ENABLED YES	BG ENABLED YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date .....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters] .....

[Designation  
[P/Attorney] No.

with

Code

No.].....

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal  
P/Attorney]No.

Bank's Seal

Note: All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

**ANNEXURE-A**

Clause No. 14.(i) Part-I of GCC-2022

1.	Full name of the firm	:	
2.	Registered Head Office Address	:	
3.	Branch Office in India ( If any)	:	
4.	Constitution of firm (whether Sole proprietorship firm/Partnership firm/ Limited Company/Joint Venture (JV)/Registered Society/ Registered Trust /LLP/HUF etc)	:	
5	Particulars of registration with: Government semi Govt. Organization, public sector undertaking and local bodies etc.		
6.	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR & IFSC) to facilitate electronic payment		
7.	Detail of PAN of the firm		
8.	Detail of GSTIN of the firm  (If Registered)		
7	E Mail ID		

Note:- Please enclosed

- Attested copy/copies of the constitution of their firm.
- Copy of PAN CARD.

**“ANNEXURE -C”**

Clause No. 10.1(a), part I of GCC 2022

**Details of works of similar nature physically completed in all respect as per contract agreement during last seven years, ending last day of month previous to the one in which tender is invited**

SN	Name of work	Name of organization for whom work physically completed	Type of organization for whom work executed	Contract Agreement No. & Date	Original value of contract agreement	Final value of contract as completed	Payment received till opening of present tender (On account/final bill)	Time taken for completion of work		Principal feature of the work in brief
								Date of award of contract	Date of actual completion	
1	2	3	4	5	6	7	8	9	10	11
1.										
2.										

**Note:-**

- (i) Above detail should be given only for works, which have been physically completed in all respects. Part completed work shall not be considered.
- (ii) Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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 atleast 5 years prior to the date of opening 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.
- (iii) The tenderers should attach self-attested copy of certificate issued by the organizations for which the work was carried out in the performa as per Annexure-D.
- (iv) In the column 4, the type of organization is to be mentioned viz. Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire.

**ANNEXURE-D**

Clause No. 11.(i), part I of GCC 2022

**COMPLETION CERTIFICATE**

Name of Organization Postal address, Phone No., Email ID, Fax No

Letter No. Date:-.....

1.	Name of work	
2.	Contract Agreement (C/A) No. and date	
3.	Name of Firm with address	
4.	Nature of entity (Sole Prop./Partnership firm/company/Joint Venture firm/Registered Society /registered Trust etc.)	
5. (i)	In case of Partnership firm/JV/..... Name and % share of individual partners/members.	
(ii)	In case of Sole Proprietorship, the name of sole proprietor	
6.	Original value of contract agreement.	
7.	Final value of contract as completed. (if final bill paid)	
8.	Date of award of contract	
9.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No )
10. (i)	If yes, then actual date of physical completion.	
(ii)	Whether extension to DOC given with penalty or without penalty	
11.	Total payment made in above contract till the date of opening of present tender along with financial year –wise break-up	
12.	In case of composite work: (See note (v) below) Payment made for relevant distinct component of work out of total payment made under Sr. No. 9 above.	
13.	Performance of Contractor (Satisfactory/Unsatisfactory)	

I hereby certify that above mentioned work has been physically completed in all respect as per contract agreement. Performance of the contractor while executing the work had been satisfactory.

(Signature)

Name and Designation of officer

Mobile No. of officer

Seal of officer

**Note:-**

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of EMD and other action including penal action as per GCC April. 2022
- (ii) Copy of certificate duly self-attested shall be submitted along with tender document.
- (iii) Payment made as indicated in above certificate (At Sr. No. 11/ Sr. No. 12) will be considered as value of completed work for the purpose of eligibility under special technical criteria.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.
- (v) Only those works will be treated as composite works, which consist of more than one distinct component of work such as Civil Engg. Works, S&T work, Electrical work, OHE work etc. and that there is separate schedule for each such distinct components in the tender documents.

**ANNEXURE-E**

Clause No.10.3,Part-I of GCC-2022

**LIST OF AWARDED WORKS UNDER EXECUTION**

Sr. No	Name & place of work	Organization for whom work is being carried out	Date of award of contract , Contract Agreement No. & Date	Agree mental cost of work /Likely Cost (up to latest corrigendum)	Date of Commencement	Date of Completion (Original/ Extended)	Payment Received Till Date	Balance amount of the work to be executed	Principal /Technical features of the work in brief
1	2	3	4	5	6	7	8	9 (5-8)	10
1									
2									
3									
4									
5									

Signature of Tenderer/s with Seal

Date:-----



**ANNEXURE-F**

Clause No.11(iii), Part-I of GCC-2022

**LIST OF PLANTS & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED (OWN AND HIRED TO BE GIVEN SEPARATELY) FOR SUBJECT WORK.**

Sr. No.	Particulars of Plants/Machinery	No. of Unit	Kind and make	Capacity	Age & Conditions	Owned by firm	Proposed to be purchased	
							Date of placing order	Likely date of receipt
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								
7								

**Note:**

- (a) Indicate clearly, whether (i) Owned by firm, or (ii) To be purchased by firm giving date of placing order and likely date of receipt.
- (b) Optimum Plants and Machineries required to be deployed during execution of work.
  - (i) Earthwork in formation of New Line / Doubling/ Gauge Conversion Project: Poclain, JCB, Vibratory Roller, Grader, Dumpers, Tractors, Water tank etc.
  - (ii) Concreting work for bridge work: Concrete pump, Transit mixer as per requirement, Batching plant of suitable capacity, JCB, Needle vibrator 60/40mm etc.

**ANNEXURE-G**

Clause No.11 (iii), Part-I of GCC-2022

**LIST OF PERSONNEL,ORGANIZATION AVAILABLE ON HAND AND PROPOSED TO BE ENGAGED FOR THE SUBJECT WORK.**

Sr. No.	Name & Designation	Qualification	Professional experience	Remarks
1.	2	3	4	5
1				
2				
3				
4				
5				
6				
7				
8				

Signature of Tenderer/s

Date:.....

**Annexure-H**

Information and particulars in terms of Para 16(a) and 16(b) of Tender Form Second sheet

A. Information and particulars in terms of Para 16(a) of Section II regarding retired Railway Engineer(s) / Officer(s) of the Gazetted rank.

Sr. No.	Name of retired gazetted officer/ Engineer with designation	Date of Retirement	Details of permission obtained (wherever applicable)
1.			
2.			
3.			
4.			

Note 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such retired gazetted Railway Officer / Engineer, Nil to be furnished in the format.

B. Information and particulars in terms of Para 16(b) of Section II regarding Relative(s) employed in gazette capacity on North Western Railway

Sr. No.	Name of the relative who is employed in gazetted capacity on North Western Railway with Designation	Relation
1.		
2.		
3.		
4.		

Note 1. Details as per the above format shall be furnished by the tenderer. The format should not be left blank. In case of there being no such relative, Nil to be furnished in the format.

Signature of the tenderer.....

Name.....

**ANNEXURE-I****Same as Annexure –VIB of GCC**

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

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

NAME OF BIDDER/JV PARTNER:

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

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

SEAL AND SIGNATURE OF THE BIDDER

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

(Signature of Chartered Accountant)

Name of CA: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)

**ANNEXURE-I AFFIDAVIT****(For sole proprietorship firm)**

I... (Indicate Name) S/o ..... Proprietor of M/s ..... (Indicate Name – Proprietary firm) situated at .....do hereby solemnly affirm & declare as under:-

1. That I am the “**Sole Proprietor**” of the firm working in the name & style of M/s..... (Indicate Name – Proprietary firm) at .....

Deponent

Signature and Seal

**VERIFICATION**

I, the above named deponent do hereby solemnly affirm & verify that the contents of my above affidavit are true & correct. Nothing has been concealed and no part of it is false.

Deponent

Signature and Seal

Place:-

Date:-

**Note:** - The stamp duty shall be governed by the provision of the Law relating to stamp in Force in that State at the time when such AFFIDAVIT is being executed.

**Annexure-K**

Clause No. 15, Part-I of GCC-2022

**OF SPECIAL POWER ATTORNEY****(For Sole Proprietor Firm only)**

**BE IT KNOWN** to all that I Sole Proprietor of the firm..... having its registered office at ..... do hereby, for and on behalf of the said firm appoint Shri..... (Name & designation) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signature is appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work) ..... invited by North Western Railway.

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on [www.ireps.gov.in](http://www.ireps.gov.in) for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement ,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

I have read the content of this Special Power of Attorney & accept the same and I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

(Signature of Sri.....)

(Name &amp; signature Of sole proprietor)

Dated .....

Place .....

(Seal of Firm)

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be authenticated by a Notary Public or by Magistrate.

**Annexure-L**

**SPECIAL POWER OF ATTORNEY  
(For Partnership Firms only)**

BE IT KNOWN to all that we (1) ..... (2).....  
(3).....(4).....(5)..... all the partners of the  
firm..... having its registered office at ..... do hereby, for and on behalf  
of the said firm appoint Shri..... (Name& designation) Special Attorney of the said firm and  
authorize the said Shri.....(name), whose specimen signature are appended below, to do all or  
any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the  
tender No..... (Name of work) ..... invited by North Western  
Railway.

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To procure/download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on [www.ireps.gov.in](http://www.ireps.gov.in) for the said Tender. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed **to be summarily rejected.**
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.

We/ I have read the content of this Special Power of Attorney & accept the same and We/I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

We all the partners of the partnership firm also declare that we have not been blacklisted or debarred by Railways or any other Ministry/Department/Public Sector Undertaking of the Govt. of India/ any State Govt. from participation in tenders/ contract on the date of opening of bids either in our individual capacity or in any firm in which we are partners

We further state that if our offer for the above said tender is accepted then, for day to day execution of work and contract agreement a separate Power of Attorney will be submitted.

(Signature of Sri.....) Executants Partner  
(Name & signature)

Date:- ..... 1.....

Place ..... 2.....

3.....

4.....

5.....

Seal of Firm Seal of Firm

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.

**Annexure-M**  
clause No. 14c Part-I of GCC-2022

**SPECIAL POWER OF ATTORNEY  
(For Limited companies only)**

**IS IT KNOWN** To all that (Name of firm) ..... having its registered office at ..... do hereby, for and on behalf of the firm appoint Shri..... (Name& designation) Special Attorney of the said firm and authorize the said Shri..... (name) whose specimen signatures are appended below, to do all or any of the following acts deeds and/or things on behalf of the said firm and to represent the firm in respect for the tender No..... (Name of work).....invited by North Western Railway.

1. To appear before office of North Western Railway related to the process of tendering for the above said tender.
2. To download the tender documents for the above said tender.
3. To digitally sign the above said tender document and for uploading the offer on [www.ireps.gov.in](http://www.ireps.gov.in) for the said Tender.
4. To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.
5. To sign the agreement ,
6. To co-ordinate measurement through contractor authorized engineer, witness measurement, sign measurement books.
7. To compromise, settle, relinquish any claim(s) preferred by the firm, sign no claim certificate and refer all or any disputes to arbitration.

We have read the content of this Special Power of Attorney & accept the same and we hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

**(Signature of Shri.....)**  
**Of the firm**  
**Dated.....**

**Authorized signatory**

**Place .....**

**Seal of Firm**

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be authenticated by a Notary Public or by Magistrate.



**ANNEXURE-N**

clause No. 17.6, Part-I of GCC-2022

**MEMORANDUM OF UNDERSTANDING FOR JV**

**(The memorandum of understanding shall be submitted in following format on the non-judicial stamp of ₹ 100/- duly notarized)**

**NOW THIS** Memorandum of Understanding is executed at ..... (Name of Place) on this date ..... (DD/MM/YY) between M/s ..... (Name of first constituent and address) as the first party represented by Shri ..... and M/s ..... (Name of 2<sup>nd</sup> constituent and address) represented by Shri ..... As the second party and so on 3<sup>rd</sup>, 4<sup>th</sup> & 5<sup>th</sup> subsequent parties. (The expression and words of first and second and other shall mean and include their heir's successors, assigns, nominees, execution, administrators and legal representatives respectively).

**WHEREAS** all the parties are engaged mainly in the business of execution of Civil Engineering and general contracts for various Government Departments and organizations.

**ANDWHEREAS** the parties herein above mentioned are desirous of entering into a joint venture for carrying out civil engineering and/or contract works in connection with Tender No ..... (Name of work) ..... "As mutually decided between members of Joint Venture Agreement.

That we M/s ..... (JV firm) on behalf of all members of this joint venture agreement agreed that M/s ..... will be "Lead Partner" of this Joint Venture.

1. That under this MOU, the work will be done jointly by M/s ..... The first party and M/s ..... the second and so on ..... in the name and style of ..... (Name ) (Joint venture firm).
2. That we JV firm M/s ..... on behalf of all the members of JV firm shall be legally liable, severally and jointly responsible/ liable for the satisfactory/ successful execution/ completion of the works including maintenance period in all respects and in accordance with terms and conditions of the contract.
3. That we M/s JV firm ..... On behalf of all the members of the JV firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of the Contract. The JV members 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.
4. M/s ..... (Name of Lead Firm ) of JV firm shall be the lead member of the JV firm who shall have a majority ..... % share of interest in the JV firm. The other (One/Two) members shall have following share: - M/s ..... (Name of Second Firm) have % and M/s ..... (Name of Third Firm if any) have ..... % share of interest in the JV Firm.
- 5.. That this JV 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.

6. That we all the Joint Venture members authorize Mr./Ms.  
.....one of the members on behalf of the JV firm to deal with the tender, 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/ correspondence with respect to the contract would be sent to this authorized member..... (Address) of the JV firm. In case the offer is submitted by the person other than those who is appointed as above and there is difference between the name of the person authorized as above and the person who digitally submitted the offer then our offer shall be deemed **to be summarily rejected.**
7. That no member of the JV 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 employer (Railways) in respect of the said tender/contract.
8. That we all the members of the JV certify that we have not been black listed or debarred by Railways or any other Ministry/Department /PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/contract in the past either in our individual capacity or as a member of the JV firm or partnership firm in which they were members/partners.
9. That this Joint Venture MOU shall in all respect be governed by and interpreted in accordance with Indian Laws.

Now the parties have joined hands to form this MOU on this date .....  
(DD/MM/YY) with reference to and in confirmation of their discussions and understanding brought on record on date..... (DD /MM /YY).

In witness thereof all/both the above named parties have set their respective hands on this MOU on the day, month and year first above mentioned, in the presence of the following witnesses:-

1.First party (authorized signatory)

2.Second party (authorized signatory)

3.Third party (if any) (authorized signatory)

**With Seal of parties    Witnesses**

with name & address:-

1.....2.....

Date.....

Place.....

**NOTE: - Should MOU be in more than one separate page, each page shall be Signed by the authorized signatory.**

**“LETTER OF CONSENT”****(To be submitted by Partnership Firm participating as member of JV)**

We the following partners of M/s.....(Indicate name of firm)  
 (1).....2.....  
 3.....4.....  
 5.....6.....having its office at  
 .....hereby give our consent on behalf of M/s.....(Indicate name of firm)  
 in favour of Ms/Mr.....(Indicate name of Partner), whose specimen signature  
 are appended below, for entering into Joint Venture Agreement with M/s.....  
 (Indicate name of other firm's)..... having office at  
 ..... in connection with T. No.....Name of work.....to sign  
 & execute the MOU, JV agreement and all other required documents pertaining to above said tender.

We have read the contents of this letter of consent & accept the same and we hereby agree to and ratify all acts, deeds & things of them or any documents executed by the said partner in the scope of this letter of consent.

This letter of consent is made at ..... on .....

	Name & Signature of Partner/s
(Signature of Sh .....)	
DATE.....	1. ....
	2. ....
	3. ....
Place.....	4. ....
	5. ....

**Seal of the Firm**

**Note:-** The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time. It shall be duly attested by Notary Public.

**SPECIAL POWER OF ATTORNEY**

**(To be submitted by Limited Companies or Sole Proprietor participating as member of JV)**

**BE IT KNOWN** to all that I ..... (Indicate name of Director/Sole Prop.)..... at the Company/Proprietary firm (Indicate Name of Co. / Sole Proprietary firm) ..... having its office at ..... do hereby for and on behalf of the said Company/Proprietary firm appoint Ms/Sh.....S/o Shri .....age..... (Indicate Name of Nominee) of the Company/Prop. Firm as our Attorney, whose specimen signature are appended below to execute the MOU/ JV Agreement & all other required documents with M/s ..... (Indicate Name of other Co. /Prop. firm) ..... Situated at ..... in connection with the following tender invited by North Western Railway:-

“T.No.....Name of work.....  
.....”

We/ I have read the content of this Special Power of Attorney & accept the same, and we/ I hereby agree to ratify & confirm & do hereby ratify & confirm all acts, deeds & things lawfully done or caused to be done by our said Attorney.

In witness where of I..... (Indicate name of Director/ Sole Prop.) Of M/s..... (Indicate name of Co. / Prop. Firm) the above named Director / Proprietor has executed this Power of Attorney.

For M/s.....

(Sign. of Ms/Shri.....)

(Sign& Seal.....) Place...

Date:-.....

**Note:** - The stamp duty shall be governed by the provision of the Law relating to stamp in force in that State at the time when such Power of Attorney is being executed. Power of Attorney shall be duly attested by Notary Public.

## ANNEXURE-Q

### (Certificate from all members of JV)

#### CERTIFICATE FROM LEAD PARTNER OF JV

This is to certify that I/We the member of ..... (name of JV firm) do hereby declare that I/we are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contracts.

Signature.....

(.....)

(Name of Authorized Person who has signed the MOU for JV)

For.....

(Name of original firm/s)

#### CERTIFICATE FROM SECOND PARTNER OF JV

This is to certify that I/We the member of ..... (name of JV firm) do hereby declare that I/we are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contracts.

Signature.....

(.....)

(Name of Authorized Person who has signed the MOU for JV)

For.....

(Name of original firm/s)

#### CERTIFICATE FROM THIRD PARTNER OF JV (IF ANY)

This is to certify that I/We the member of ..... (name of JV firm) do hereby declare that I/we are not black listed or debarred by Railways or any other Ministry/Department/PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in tenders/ contracts.

Signature.....

(.....)

(Name of Authorized Person who has signed the MOU for JV)

For.....

(Name of original firm/s)

Note :- In case of more than 03 members in the JV firm then all other members should sign such Certificate for which another sheet may be added.

**MODEL FORM OF BANK GUARANTEE BOND FOR PG**

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt – (Name & address)----- (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for----- (hereinafter called “the said Agreement”), of Performance Guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees----- only) we, ----- (hereinafter referred to as “the Bank” at the request of ----- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs-----against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
  
2. We ----- (indicate the name of the bank) and our local branch at (Name of city) i.e.----- (name, address and branch code of local branch at (Name of city)) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----
  
3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We ----- (Indicate the name of bank) and our local branch at (Name of city) i.e.----- (name, address and branch code of local branch at (Name of city) ) further agreed with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/Department) Ministry of----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.

5. We.....(Indicate the name of bank) and our local branch at (Name of city) i.e. .... (name, address and branch code of local branch at (Name of city)) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
7. We ----- (indicate the name of bank) and our local branch at (Name of city) i.e. .... (Name, address and branch code of local branch at (Name of city)) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the.....day of.....20

For.....(indicate the name of bank) and our local branch at (Name of city) i.e. .... (Name, address and branch code of local branch at (Name of city))

## TENDER FORM

## OFFER SHEET

Name of Work:

.....

.....

SL	Item No.	Description Of Item Of Work	Approximate Quantity	Unit	Rates Figures And Words (₹)	In Amount (₹)
1	2	3	4	5	6	7
Total Amount						

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/ decreases and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

Total estimated Value for the tender is Rupees.....(in figures and words)

I/We undertake to do the work at (in figures)..... % above/at par /below the total value of tender /the Unified Standard Schedule of Rates of the North western Railway as applicable to.....Division

I/We undertake to do the work at (in words) .....% above/at par /below the total value of tender /the Unified Standard Schedule of Rates of the North western Railway as applicable to .....Division.Dated .....

Signature of the Tenderer(s)

(1) In case of discrepancy between rate quoted in figures and words, the rate quoted in words shall be taken into account. "Rates quoted only in figure shall not be considered".



## **SPECIAL CONDITIONS/SPECIFICATIONS**

### **(A) SPECIAL CONDITIONS OF CONTRACT (NON-TECHNICAL)**

1. Contractor will deploy one qualified (i) Graduate Engineer when the cost of work will be more than Rs.2.00 Crore or (ii) One Diploma holder if cost is more than Rs.25.0 Lacs but less than Rs.2.00 Crore.

In case the contractor fails to deploy the qualified engineer, contractor will be liable to pay penalty for the default period as per Clause 26A.2 of the GCC (Amended upto date).

NOTE :-

- (i) Deployment of qualified engineers is not obligatory for the zonal works contract
- (ii) Individuals having Diploma in Railway Engineering awarded by IPWE (India) shall also be considered as qualified Diploma Holder Engineer and for track contract works Contractor Shall preferably employ such individuals at their work site.
- (iii) If a contractor fails to provide site engineer then recover shall be made as per following –
  - (a) For Graduate Engineer – Rs. 40000/- P.M
  - (b) For Diploma Engineer – Rs. 25000/- P.M.
- (iv) Any decision taken in this regard by Railways site engineer will be final and contractor will be bound to accept it.

### **(2) Contract costing more than Rs. 5 Crore, Contractor's e – MB is mandatory. Measurement of Works by Contractor's Authorized Representative .**

**(a)** The Contractor shall be paid for the works at the rates in the accepted Bill(s) of Quantities and for extra works at rates determined under Clause 39 of these Conditions on the measurements taken by the Contractor's authorized Engineer in accordance with the rules prescribed for the purpose by the Railway. The quantities for items the unit of which in the accepted Bill(s) of Quantities is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and half and above being taken as one; for items the unit of which in the accepted Bill(s) of Quantities is single, the quantities shall be calculated to two places of decimals. Such measurements will be taken of the work in progress from time to time. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the Engineer.

The date and time of test checks shall be communicated to the Contractor who shall be present at the site and shall witness the test checks, failing the Contractor's attendance the test checks may be conducted in his absence and such test checks shall notwithstanding such absence be binding upon Contractor provided always that any objection made by Contractor to test check shall be duly investigated and considered in the manner set out below:

- (i)** It shall be open to the Contractor to take specific objection to test checks of any recorded measurement within 7 days of date of such test checks. Any re-test check done by the concerned Railway's authority in the presence of the Contractor or in his absence after due notice given to him in consequent of objection made by the Contractor shall be final and binding on the Contractor and no claim whatsoever shall thereafter be entertained regarding the accuracy and classification of the measurements.

- (ii) If an objection raised by the Contractor is found by the Engineer to be incorrect the Contractor shall be liable to pay the actual expenses incurred in measurements.

**(b) Incorrect measurement, actions to be taken:** If in case during test check or otherwise, it is detected by the Engineer that agency has claimed any exaggerated measurement or has claimed any false measurement for the works which have not been executed; amounting to variation of 5% or more of claimed gross bill amount, action shall be taken as following:

- (i) On first occasion of noticing exaggerated/ false measurement, Engineer shall recover liquidated damages equal to 10% of claimed gross bill value.
- (ii) On any next occasion of noticing any exaggerated/false measurement, railway shall recover liquidated damages equal to 15% of claimed gross bill value. In addition, the facility of recording of measurements by Contractor as well as release of provisional payment shall be withdrawn. Once withdrawn, measurements shall be done by railway as per clause 45(ii) Part-II of GCC April 2022 .

2. **Cess Charges:** For Contractor's labour employed/ residing at stations and in colonies where railway sanitary facilities exist, Contractor(s) will be required to pay Cess charges as per rules in force on the Railway from time to time.

For labour working between stations or at isolated places where railway facilities do not exist, the Contractor(s) shall be required to provide necessary facilities for their labour in terms of clause 59(4) of the General Conditions of Contract. In case of any failure on his/their part, the Railway Administration at the cost of Contractor(s) shall provide the necessary facilities and expenditure thus incurred will be recovered from his/their bills.

3. **Taxes and Royalties:** All rates quoted in the tender shall be deemed to be inclusive of all taxes, royalties' payable by the Contractor(s) to the government or public body or local authority and no additional amount will be paid or claim entertained on this account by the Railway.

All taxes such as Income tax, GST and other taxes as prescribed by Central/State Govt. from time to time shall be applicable. The Contractor shall be fully responsible for payments of all such taxes without any liability of Railway Administration. Deductions towards such taxes shall be made from the payments of the contractor in accordance with rules in force from time to time.

**TDS on GST:** Railway shall have to recover GST-TDS@ 2% (CGST 1% and SCST/UTGST 1% or IGST @ 2%) on invoice value (excluding GST) from the payment made of taxable goods or services or both, where the total contract value of such supply exceeds ₹ 2.50 lacs, or as prescribed by Government from time to time and remit the same to Govt.

**Income Tax:** The Railway will deduct income tax @ 2% of the gross amount and surcharge on income tax of each bill as prescribed by Government from time to time and such deduction of Income Tax shall be recovered while making payment to the Contractor/s. The settlement of income tax should be made by the contractor with the Income Tax authorities

4. **FOREIGN EXCHANGE REQUIREMENT:** Any demand of foreign exchange for importing of equipment's and materials shall not be accepted.
5. **SERVICE ROADS:** The Contractor will be permitted to make use of existing service roads, or service roads constructed by the Railway for its use free of cost. New service roads required by the contractor/s either near the work site or elsewhere within or outside railway limits for carriage of materials or for any other purpose whatsoever, will have to be constructed and maintained by the contractor/s at her/ his/their own cost. For the purpose of constructions of service roads on railway land, permission will be given free of any charge. If any land other than railway land is necessary to be acquired temporarily or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at her/his/ their cost. The contractor/s will not refer any claim, whatsoever on this account.
6. **EMERGENCY WORKS:** In the event of any accident or failure occurring in, on or about the work or arising out of or in connection with the construction, completion or maintenance of the works, which in the opinion of the Engineer requires immediate attention, the Railway may bring its own workmen or other agency execute or partly execute the necessary work or carry out repairs if the Engineer considers that the contractor/s is/are not in a position to do so in time and charge the cost thereof, which will be determined by the Engineer, to the contractor.
7. **MAINTENANCE PERIOD:** In reference to clause no. 47 of GCC maintenance period is specified as below: -
  - 7.1 For Supply, consultancy and hiring items: The maintenance period is limited to date of completion of work.
  - 7.2 All works other than mentioned in clause 7.1 above: Contractor shall maintain the work effectively for a period of Six months from the date of completion.
8. **NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE:** The contractor shall always comply with the instructions/directives issued by the Engineer's representative from the time to time. In the event of any non- compliance with such instructions/directives, apart from and in addition to other remedies available to the Railway as specified herein above the Engineer's representative may employ at the works Railway's workmen with necessary equipment as considered appropriate and adequate by him to provide the requisite conditions for the safe and unhampered movement of Railway traffic. The decision of the Engineer in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive.

When the Railway workmen with necessary equipment are deployed in the above manner, recovery at the following rate shall be made from the contractor's dues under this contract or any other money of the contractor available with the Railway under this contract. The recovery for the total Railway Workmen Hours employed at the rate of ₹100/- (Rupees Hundred only) per Workmen-Hour irrespective of the type and grade of the Railway Employee actually employed. The aggregate period of the Workman-Hours for the above recoveries shall be reckoned from the time the Railway Workmen are actually deployed at the work site till the work is completed to the satisfaction of the Engineer's Representative whose decision in this regard shall be final and conclusive.

During the above-mentioned period of suspension of work, the contractor shall not in any manner attempt to carry out any work at the work site. Any such attempt of the contractor shall be deemed to be an unauthorized work on the work site. For such acts, the contractor shall then be liable for further appropriate action under the relevant provisions of the Indian Railway Act.

**9. MANNER OF PAYMENT:**

9.1 Payments to the contractor will be made by cheque or through Electronic Fund Transfer (EFT) unless specified otherwise.

**9.2 (A) INSTRUCTIONS OF MODE OF PAYMENT IN WORKS TENDERS OR SERVICE TENDER THROUGH LETTER OF CREDIT (LC):**

- (i) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic procurement System - the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC following shall be the procedure to deal release of payment through LC:
  - (a) The LC shall be a sight LC,
  - (b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
  - (c) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/ reimbursing branches for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
  - (d) The LC shall be opened initially for duration of 180 to 365 days in consultation with contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.

- (e) The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railway by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
  - (f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as *Annexure-‘06’*) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - (g) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
  - (h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railway.
  - (i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway’s bank (Local SBI Branch).
  - (j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, Bill of Exchange and Bill.
  - (k) The payment against LC shall be subject to verification from Railway’s Bank (Local SBI Branch).
  - (l) The contractor’s bank (advising bank) shall submit the documents to the Railway’s Bank (Local SBI Branch).
  - (m) The railway’s bank (issuing bank) shall, after verifying the claim so received with reference to the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor’s bank (advising bank) for crediting the same to contractor’s account.
  - (n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - (o) The LC shall be closed after the release of final payment including PVC amount, if any to the contractor.
  - (p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
  - (B)** For opening of LC, executive department shall make a request letter to concerned Accounts Department on a format, placed as *Annexure-‘05’*.
10. **Accident/natural calamities:** Vehicles and equipments of the contractor can be drafted/used by Railway in case of accidents/natural calamities involving human lives. Contractor is entitled payment for the same as per clause 39 of the General Conditions of the Contract.

Signature of Tender/s

DRM/ENGG/Jaipur  
(On behalf President of India)

**(B) Compendium of instructions on Safety at work sites as per Dy CE (Track) JP No T/5/18/20/W/SAWS Date 01.04.14:**

**I Measures to be ensured prior to start the work**

**Note:-If barricading is required to be provided by the contractor as per site requirement than payment shall be made as per under relevant IRUSSOR items available in IRUSSOR. (As per instruction issued by Dy. CE(Works ) letter No. W/HQ/STD/Vol.II dated 19.02.19)**

1. The contractor shall not start any work without the presence of railway supervisors at site.
2. The methodology in detail for execution of the work at site shall be approved by engineering in charge of the organization executing the work and copies of the same shall be available with contractor's supervisor, railway supervisor, SSE/Pway/SSE (Works)/ADEN/DEN/Sr. DEN of the section in whose jurisdiction the work falls.
3. Before permitting the execution of certain works like earthwork in formation, bridge work, supply of ballast, transportation of rails, sleepers and other material, track linking, platform/any other civil work close to the running track etc. for new/existing rail lines, gauge conversion, doubling, traffic facility work, ROB/RUB open lines engineer-in-charge (ADEN/DEN/Sr. DEN) of the section shall ensure that he receives the prior intimation /confirmation of the following aspects from Assistant Engineer/Assistant officer incharge of the work of the executing agency i.e. construction, S & T, Electrical, Mechanical, Rail Tel, RVNL etc.
  - a. Name and address of the contract assigned to execute the work
  - b. Name of the contractor's supervisor
  - c. Name of the supervisor/assistant engineer/assistant officer of the construction organization/other organizations who are going to be site incharge/incharges of work site.
  - d. list of the number (s) of individual vehicle (s) /machineries, names and license particulars of the driver (s) proposed to be used by contractor.
  - e. Information regarding location, duration and timings during which the vehicles/machinery are planned to be plied/worked.
  - f. The supervisors and operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted training by the railway trainer at contractor own cost about the safety measures to be adopted while working in the vicinity of running track. Further competency certificate to the individual supervisors/operator shall be issued by a railway officer not below the rank of assistant level officer who is In charge of site. No supervisor/operator of the contractor shall work or allowed to work in the vicinity of running track that is not in possession of valid competency certificate.
  - g. Survey of site by supervisor of contractor and railways to assess the precautions to be taken at site for working of trains and materials required for protection.
  - h. Written advice to sectional ADEN/SE (P.way) and SE (Works) about the detailed planning of work including protection of track and safety measures proposed to be adopted.
  - i. A copy of the approved methodology (to be approved by engineer in charge) proposed to be adapted by the contractor with a view to ensure safety of trains, passengers and workers.
  - j. Assurance that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirement to be adapted/followed while executing the work.
  - k. An assurance register has been kept at site duly signed by both railway supervisor as well as by the contractor supervisor as a token of their having understood the safety precautions to be observed at site.

4. Information as indicated in item 3 (a) to 3 (k) shall be obtained from contractor prior to the start of the work and the methodology proposed to be adapted by the contractor with a view to ensure safety of trains, passengers and workers and shall be approved by sectional DEN/Sr. DEN if the work is directly supervised by open line.
5. No work shall which is to be done near running track shall commence unless permitted by sectional ADEN/DEN/Sr. DEN
6. Before the start of work, the land strip adjacent to running track where road vehicle/machinery is to ply/work (for the work) shall be demarcated by line in advance at the appropriate distance from the centre of existing track in consultation with railway supervisor. Wooden pegs at interval not exceeding 75 m shall be provided along the line marking as permanent marks. The road vehicles shall ply or machinery shall work so as not to infringe the line of demarcation.
7. Barricading as per the design given in DRG No. CTE/4110/1 F/TYPE PLAN/2018 (Annexure- I & IA) shall be provided as per para 11 below.
8. Precaution shall be taken form safety of pubic or passengers, while executing works at locations, used by passengers and public.  
The worksite shall be suitably demarcated to keep public and passengers away from work area. Necessary signage boards such “work in progress”. Inconvenience is regretted”. etc. shall be provided at appropriate locations to warn the public/passengers. the barricading with retro reflective strips should be provided around the worksites to make the worksites visible to passersby during night hours. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers duringnight.
9. **Execution of works closed to or on running line :**  
Any work close to or on running tracks shall be executed under the presence of a railway’s supervisor only.  
  
Precaution to be taken to ensure safety of trains while execution of work close to the running line or on running lines.
  - (a) Such works shall be planned and necessary drawing particularly with regard to infringement to moving dimension shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
  - (b) All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe.
  - (c) Suitable speed restriction shall be imposed or traffic block shall be ensured as required.
  - (d) The site shall be protected as per provisions of Para no. 806 and 807 of P-Way manual as case may be.
  - (e) Necessary equipment for safety of trains during emergency shall be kept ready at site.
10. Normally, the road vehicle shall be run or machinery shall be worked so as not to come closer than 6.0 m from centre line of nearest track.

11. If a road vehicle or machinery is to work closer to 6.0 m due to site conditions or requirement of work, following precautions shall be observed.
  - (a) In no case the road vehicle shall run or machinery shall work at distance less than 3.5 m from centre line of track.
  - (b) Demarcation of land shall be done by Barricading for protection of the running lines on Worksite to be done as per approved DRG No. CTE/4110/1-F/TYPE PLAN/2018 (Annexure- I & IA) and payment for the same will be made separately as per IRUSSOR item No. 013100.
  - (c) Presence of an authorized railway's representative shall be ensued before plying of vehicle or working of machinery.
  - (d) Railway's supervisor shall issue suitable caution order to drivers of approaching train about road vehicles plying r machineries working close to running tracks. the train drivers shall be advised to whistle freely to warn about the approaching train. whistle boards shall be provided wherever considered necessary.
  - (e) Lookout men shall be posted along the track at a distance of 800 m from such locations that will carry red flag and whistles on both sides of affected portion of track to warn the road vehicle/machinery users about the approaching train.
  - (f) On curves where visibility is poor, additional lookout men shall be posted.
12. In case, work is planned to be done within 3.5 m of centre line of running track, it shall be ensured that the work is done under block protection only and necessary safety precautions for protection to track as per Para no. 806 and 807 of IRPWM are taken.
13. Precaution to be taken while reversing road vehicle alongside the track: The location where vehicle will take a turn shall be demarcated duly approved by railway's representative. The road vehicle driver shall always face the railway track during the course of turning/reversing his vehicle. Presence of an authorized railway representative shall be ensured such location.
14. Road vehicle shall not be allowed to run along the track during night hours generally. in unavoidable situations, however vehicles shall be allowed to work during night hours only in the presence of an authorized railway's representative and when adequate lighting arrangement are made and where adequate precautions as mentioned earlier have been ensured.
15. Checklist given in annexure 03 shall be used to ensure that all the requisite measures have been taken before start of the work.

## **II Measures to be ensured during the execution of the work.**

1. Contractor has deputed trained supervisors in required number at worksites duly certified by ADEN/in charge of the works.
2. Drivers of vehicles/operators of the machines have been briefed about the safety and precautions to be taken while moving /working close to traffic.
3. Contractor shall not ply road vehicles /working of machinery between sunset to sunrise. In case of emergency where it is necessary to work during night hours sufficient lighting shall be ensured in the



complete work area for the safety of public and passengers. Also additional staff shall be posted as necessary for night working and taking safety precautions.

4. The contractor shall not change the approved vehicle /machinery and driver /operator for working at site. Contractor shall not induct any new vehicle/machinery and driver/operator without prior written approval of assistant engineer/assistant officer and the list of such changes with numbers of individual vehicle, name and license particulars of the driver shall be given to ADEN/DEN/Sr. DEN of the section.
5. Contractor shall ensure that road vehicle/machinery ply/work in a way so that these do not infringe the line of demonstration.
6. Lookout men with required safety equipment shall be posted where necessary.
7. In unusual circumstances, where operator apprehends danger to track while working truck/machinery near running track, following action shall be taken.
  - (a) the contractor/supervisor/vehicle operator immediately advice the situation to railway official/officials of the organization executing the work and assist him/them in protecting the track.
  - (b) Protection shall be done as done for other emergencies.
8. Individual vehicle/machinery shall not be left unattended at site of work. if it is unavoidable and becomes necessary to table the road vehicle/machinery at site near the running track, these shall be properly secured against any possible roll off and always be manned even during non-working hours. in addition, the road vehicle /machinery should be stabled parallel to track only so that incase of failure of any securing arrangement, it may not roll towards the track.
9. All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimension do not infringe. Necessary checks shall be exercised by site incharge from time to time.
10. While inspecting the worksite check list given in annexure 04 shall be used to ensure that all the requisite measures have been taken during the execution of the work.
11. During the hours of night, lamps of temporary indicators which are not of reflective type should be lit at sun-set and kept burning till sun rise, where trains run at night.

**III Precautions required to be taken during execution of work requiring traffic Blocks:** Any work, which infringes the moving dimensions or causes discontinuity in the track/any activity making the existing track unsafe for passage of trains etc, shall be started only after the traffic blocks has been imposed, railway servant in charge of the work is present at the worksite, engineering signals are exhibited at specified distance and flagmen are posted with necessary equipment to man them etc.

1. Before closing the work, the track shall be left with the proper track geometry so that the trains run safely and flagmen are kept in the night with safety and track protection equipment to patrol the stretch and take action to protect the track, if so warranted and inform the railway supervisors.
2. After completion of work, the released sleepers and fittings should be properly stacked away from the track, and should be kept clear of moving dimensions.
3. Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc have been kept clear of moving dimensions.

#### **IV Protection of track during emergency.**

- (A) Action to be taken when a contractor's supervisor or vehicle operator apprehends any unusual circumstances likely to infringe the track and endanger safe running of trains.

At any time if a contractor's supervisor or vehicle operator observes any unusual circumstances likely to infringe the track and endanger safe running of track, she/he shall take immediate steps to advise railway officials of such danger and assist her/him in protection of track.

The track shall be protected as under:

Whenever in consequences of an obstruction of a line or for any other reason it is necessary for a railway servant to stop approaching train she/ he shall plant a danger signal at the spot and proceed with all haste in the direction of an approaching train with a danger signal (red flag by day and red light by night) to a point 600 meters for broad gauge and 400 metres for metre gauge and narrow gauge from the obstruction and place one detonator on the line after which she/he shall proceed further for not less than 1200 meters for broad gauge and 800 meters for meter gauge and narrow gauge from the obstruction and place three detonators on line 10 meters apart. She/he should then take a sand at a place not less than 45 meters from where she/he can obtain a good view of an approaching train and continue to exhibit the danger signal (as shown in annexure -02), until recalled, if recalled, she/he shall leave on the line three detonator and on her/his way back pick up the intermediate detonator continuing to show the danger signal, in case of single line similar protection shall be done on opposite direction.

- (B) Action to be taken if train is seen approaching to site of danger and there is no time to protect the track as per guidelines mentioned above -  
in such a case the detonators shall be planted on rails immediately at distance away from place of danger as far as possible and attention of driver of approaching train shall be invited by whistling, warning the red flag vigorously gesticulating and shouting.
- (C) Action to be taken if more than one track is obstructed –
- (a) In case of single line protection as above shall be done in both the directions from place of danger.
  - (b) In case of double line or multiple lines, if other tracks are also obstructed, the protection as above shall be done for other track also.
  - (c) The protection shall be done in that direction and on that track first on which train is likely to arrive first.
  - (d) The contractor's supervisors, operators and lookout men shall be properly explained about the direction of trains on running tracks.
- (D) Equipment required for protection of track – minimum compliment of protection equipment i.e. 10 detonator, 4 red hand flags, 04 red hand lamp, 04 banner flag and whistle etc. shall always be kept ready at worksites for use in case of emergency. Railway will arrange to provide detonator, whereas contractors shall arrange other equipment at his own cost.

**(V) General Instructions:**

**1. Provision of Para 826 of IRPWM is reproduced as below:**

826 Safe working of contractors- A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding etc. It is therefore essential that adequate safety measures be taken for safety of the trains as well as the work force.

The following measures should invariably be adopted:

- (i) The contractor shall not start any work without the presence of railway supervisor or his representative and contractors supervisor at site.
- (ii) Wherever the road vehicles and / or machinery are required to work in the close vicinity of railway line, the work shall be so carried out that there is no infringement to the Railway's schedule of dimensions. For this purpose, the area where road vehicles, and/or machinery are required to ply, shall be demarcated and acknowledged by the contractor. Special care shall be taken for turning / reversal of road vehicles/ machinery without infringing the running track. Barricading shall be provided wherever justified and feasible as per site conditions.
- (iii) The look out and whistle caution order be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
- (iv) The supervisor/workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per Performa Competency Certificate shall be issued by AEN, which will be valid only for the work for which it has been issued.
- (v) The unloaded ballast/rails/sleepers/ other P-way materials after unloading along track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- (vi) Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge.

The Engineers in-charge shall approve the methodology proposed to be adopted by the contractor, with a view to ensure safety of trains, passengers and workers and he shall also ensure that the methods and arrangements are actually available at site before start of the work and the contractor's supervisors and the workers have clearly understood the safety aspects and requirements to be adopted/ followed while executing the work. There shall be an assurance register kept at each site, which will have to be signed by both, i.e. Railway supervisor or his representative as well as the contractor's supervisor as a token of their having understood the safety precautions to be observed at sites.

## COMPETENCY CERTIFICATE

Certified that Ms/Shri\_\_\_\_\_ P.Way Supervisor of M/s \_\_\_\_\_ has been examined regarding P.Way working on \_\_\_\_\_ work. His knowledge has been found satisfactory and he is capable of supervising the work safely.

**Assistant Engineer**

2. In case of works involving joint work: of open line and construction department, the duties and responsibilities should be clearly brought out in advance duly signed by both the departments. It is preferable that the work is done by a single department in whose jurisdiction the major worksite falls. Wherever it is not feasible, responsibilities and the duties of each agency should be clearly outlined in advance and detailed MOU should be prepared and signed by both the agencies.
3. Caution order should be issued to all the trains passing through the work sites at least during working hours for the drivers to look out, with or without any speed restrictions as per the site requirement
4. It should be ensured that, no new OFC or quad cable is laid close to the existing tracks. It shall be laid close to the railway boundary to the extent possible to avoid any interference with the future works (doubling etc.). Route plan of S & T cable and electrical cable should be prepared by the concerned S & T and electrical officers  
Respectively and got approved before undertaking the work. The completion cable route plan should be finalized Block Section by Block section, as soon as the work is completed.
5. Open line staff and Engineers shall keep a watch on the safety precautions being taken at the work site and should immediately stop the work, if any unsafe working is noticed, and the work should be started again after taking all the corrective measures.
6. Night working should be avoided as far as possible. If due to any emergency, night working is done then proper lighting arrangement should be made.
7. Availability of first aid box should be ensured at each worksite. At major work sites involving no of labour and heavy machineries, efforts should be made to make available medical assistance at the site itself during working.
8. During machine working or execution of work involving heavy machines, Protection man should be deployed in either side to warn the staff about the arrival of train, especially in double line.
9. No work shall be commenced on worksite during foggy weather or during restricted visibility. If in unavoidable situation, the work is to be carried out then additional lookout man, as per the site requirement, should be posted.
10. While digging in station area, if any cable is found, digging should be stopped and concerned signaling/electrical staff should be informed immediately.
11. Mobile phones or Walkie-Talkie sets where necessary should be provided at works sites. However all the staff should be counseled not to use above devices while standing on or near the track.

**VI)** For undertaking digging work in the vicinity of underground Signaling, Electrical and Telecommunication cable, Joint procedure order no. 17/2013 is to be followed.

**(VII) Precaution for handling of departmental material trains:**

Instructions for working of material trains are contained in Chapter XII of IRPWM, which should be brought to the notice of the supervisors and other staff working on the material trains. a) Issue of 'fit to run' certificate.

As per Para 1207 before a material train is allowed to work, the complete rake should be examined by the Carriage and Wagon staff and a 'fit to run' certificate issued to the Guard.

- b) As per Para 1208 of IRPWM, a qualified Engineering official should be deputed on the train to ensure working of the material train as the Guard is not qualified to carry out such duties like Supervising of loading and unloading of materials.
- c) As per para 1204 of IRPWM, the material train should not be permitted to work during the period of poor visibility due to fog, storm or any other cause except with the permission of the ADEN/DEN. Working of the material trains carrying labour should not be permitted between sunset and sunrise except in an emergency.
- d) While unloading rail panels by the side of the running tracks, placement of the panels, clear of the maximum moving dimensions should be ensured.
- e) Unloading of rail panels should be done by a team of trained staff under the active supervision of competent Supervisor/ Officer.
- f) Before unloading of rail panels, site should be prepared by way of leveling/removing extra ballast, if any, from the crib and shoulder with the objective to ensure requisite lateral and vertical clearances so as to prevent slippage of rail panels due to vibration during the passage of trains.
- g) Reasonably adequate block should be asked and provided for unloading of the material and the work should be done preferably in day light to avoid shortcut in haste which may infringe the safety requirements.

**(VIII) Stacking of material along railway track:**

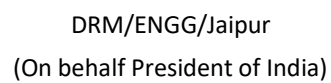
1. The sites for material stacking shall be selected in advance ensuring that no part of the stacked material would infringe the standard moving dimensions. A plan of proposed stacking locations be made and signed jointly by an authorized Railway's representative and contractor's representative.
2. The selected locations shall be marked by lime in advance.
3. Presence of an authorized railway's representative while unloading and stacking shall be ensured.
4. The material shall be stacked up to such a height, which will not cause infringement to SOD in case of accidental roll off.

Note : For items of barricading, sign boards like 'work in progress', walkie-talkie sets, mobile phones, lookout men etc suitable provision may be incorporated in the tender conditions as per site requirement.

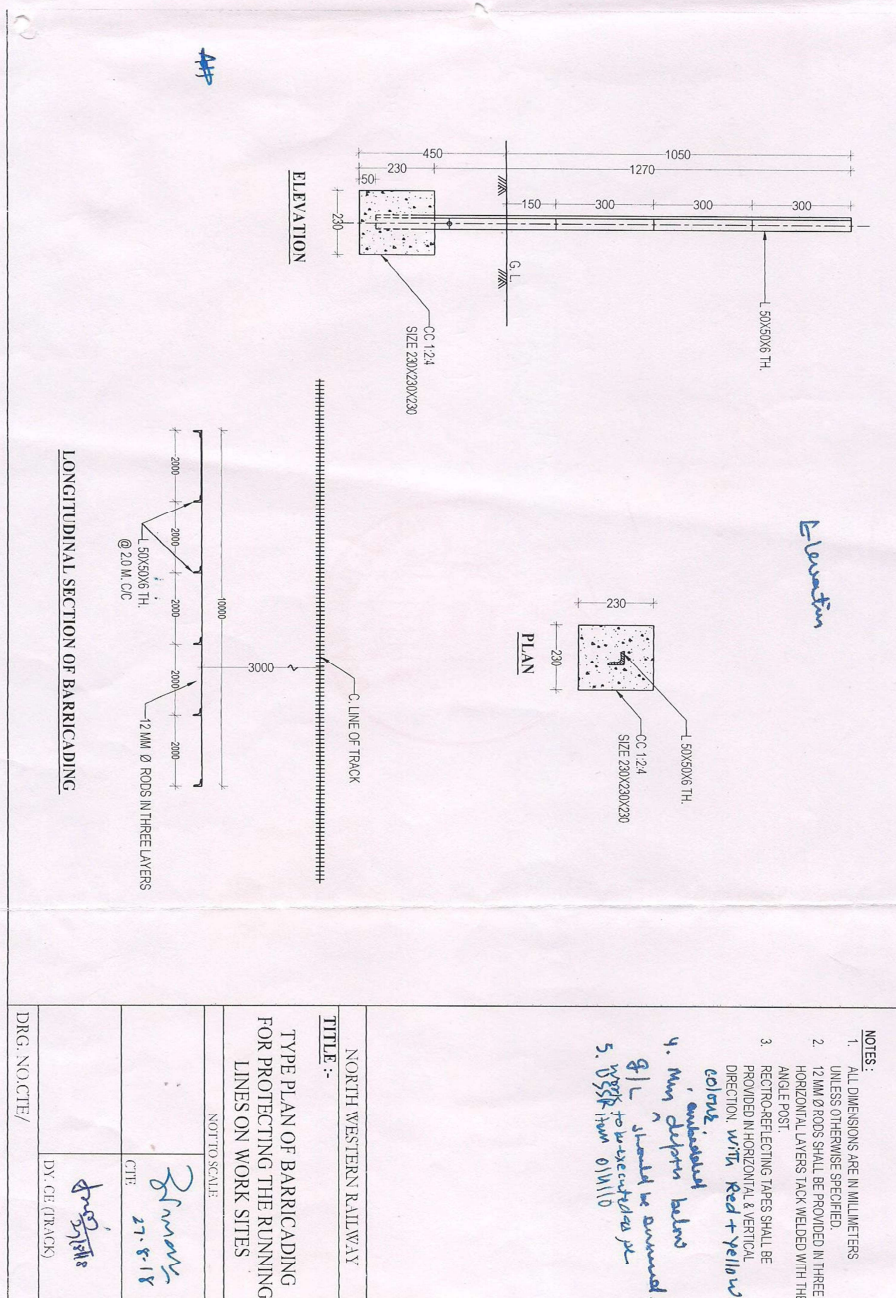
**(IX) Safety aspects to be observed while working in OHE area:**

- a) No electrical work close to running track shall be carried out without permission of railway representative.
- b) A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.**
- c) No electric connection etc. can be tapped from OHE.
- d) Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
- e) Power block is correctly taken and '**permit to work**' is issued.
- f) The Structure bonds, tracks bonds, cross bonds, longitudinal rail bonds are not disturbed and
- g) If disconnected for the work, they are reconnected properly when the work is completed.
- h) The track level is not raised beyond the permissible limit during the work.

Note: For items of barricading, Sign Boards like- "Work in Progress", walkie-talkie sets, mobile phones, look out man etc. , suitable provision may be incorporated in the tender conditions as per site requirements.





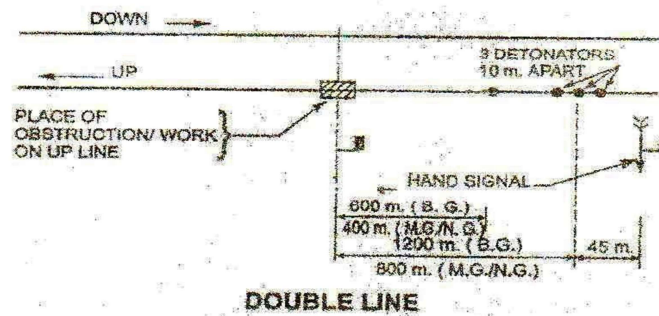
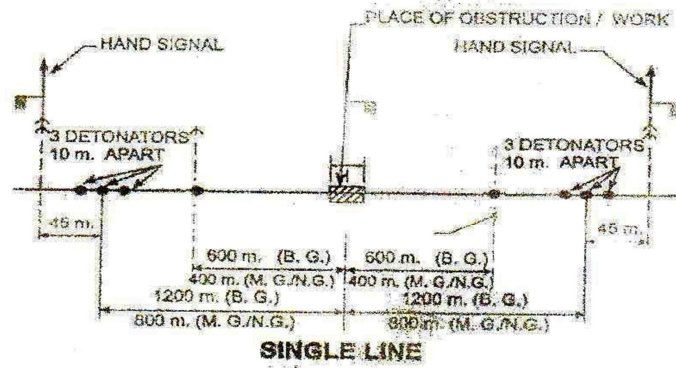




## Annexure 02

M.W.B.

Annexure-IV



## CHECK LIST

(Before starting the work)

Name of work: \_\_\_\_\_ Location: \_\_\_\_\_

Duration of work :From \_\_\_\_\_ To \_\_\_\_\_

S.No.		Yes	No.
1.	Contractor's supervisor identified/selected. Who is going to be site in charge?		
2.	Training imparted to contractor's supervisor & Certificate issued.		
3.	Work site inspected by Construction's Supervisor/other department's supervisors along with contractor's supervisor.		
4.	Precautions to be taken at site of work have been identified and listed.		
5-	Plan of work drawn out by contractor's supervisor in consultation with Railway's Supervisor.		
6.	Plan of work, brought to the knowledge of Engineers/ Supervisors/ In charge of section AEN/IOW & PWI.		
7.	Before start of work, proper line marking/Barricading done at site of work.		
8.	Men deputed for protection of track along with safety equipments.		
9.	Caution order issued for the train drivers in case work is being done within 6 mts. Of center of running track		
10.	Drivers of vehicles/ machinery being used have been identified.		
11.	Driver of vehicles/machinery briefed about the safe working.		
12.	Sufficient lighting provided at site of work for night working		
13.	Infringements checked.		
14.	Sectional (open line) Engineers & Supervisors have satisfied themselves regarding safety arrangements.		
15.	Availability of Walkie-Talkie sets for communications.		
16.	Whether approved cable route plan is available.		

## CHECK LIST (While Work is in progress)

Name of Work: \_\_\_\_\_

Location: \_\_\_\_\_

Duration of Work: From \_\_\_\_\_ to \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

S.No.		Yes	No.
1.	Does the Railway's & contractor's supervisor have the certificate?		
2.	Does the knowledge of contractor's supervisor on safety of track & work site is upto the mark.		
3.	Is Railway's supervisor of Const. Organization/ Other department's available at site?		
4.	Is knowledge of Railway's supervisor O.K.		
5.	Is lime marking/ Barricading done?		
6.	Is adequate safety precautions taken at site of work		
7.	Is communication facility (Willkie- Talkie sets) available at site.		
8.	Are only identified drivers driving the vehicles/ machinery?		
9.	Is whole work site safe for working of men/ vehicles & trains?		
10.	Are adequate lighting arrangements done at site?		
11.	Is adequate protection equipment available of site?		
12.	It caution order to trains being issued?		
13.	Are train drivers following the enforced temporary speed restriction?		
14.	Has work permit been taken for working in Electrified territory/station yards ( Points & Crossing areas)		
15.	Whether, work is being done as per approved cable route plan.		

**Annexure-05'**

Request letter from Executive branch to Accounts Office for opening of LC

No..... Office of Railway Dated.....

The PFA/Sr.DFM/Dy. FA

HQ/Division/Workshop/Cost

Sub: Opening of LC

Ref: Supply Order / Contract Agreement No.

\*\*\*\*

It is requested to open a sight LC against the above-referred order/Agreement in favour of..... The details of beneficiary are as under:

- i) Name of Contractor/Supplier
- i) Vendor Code
- ii) Address iii) Tender No.
- iv) Contract Agreement No.
- v) Description of Goods/Service
- vi) Value of Contract
- vii) Stages of payment
- viii) Expected payment within 6 months (LC Amount)
- ix) Beneficiary bank details;
  - a. Bank name
  - b. Address
  - c. Account No.
  - d. IFSC Code

It is certified that the supplier/contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of .....

x) Validity/period for which LC is to be opened.

(Signature)  
Name.....  
Designation.....  
(Official Seal)

**Annexure-‘06’**

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: .....

**DOCUMENT OF AUTHORIZATION**

Reference: (i) Works Contract/ Supply Contract No..... dated.....

(ii) Inland Letter of Credit No..... Dated.....

This document is issued against contract No..... (FROM IREPS) .....  
 DATED..... FOR WORK OF ..... (DESCRIPTION OF WORK FROM  
 IREPS).....

The beneficiary of the aforementioned Letter of Credit M/s.....(NAME AND VENDOR  
 CODE)..... (Vendor Code..... as per IREPS..... ) Is entitled to receive payment aggregating INR  
 .....SSS ..... (FROM ABSTRACT OF BILL PASSED)... Out of total LC amount of INR.....(FROM  
 MASTER TABLE OF LC OPENED) ..... Against the first/second\* commercial Invoice No. (FROM  
 IPAS) ..... Dated..... FROM IPAS..... for INR (FROM IPAS).....raised against the above contract  
 from State Bank of India..... (Branch FROM LC MASTER TABLE)..... On the strength of this  
 Certificate.

The details of payment already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: ..... sass.....

LC balance after this payment: .....

(Signature of authorized Railway authority)

Name  
 Designation  
 Official Seal