

NORTH WESTERN RAILWAY
(ELECTRICAL DEPARTMENT)
E - TENDER DOCUMENT- TOP SHEET- I

Name of work: Provision for segregation of 110V DC +VE & -VE cables at all levels and provision of cage clamp Terminals with Glass Fuses for enhanced fire safety in LHB EOG AC Coaches as per CAI no. ED/CAI/033 dated 02.04.2024" in LHB AC coaches. for 12 month. (PB. Item no. 767/2024-25 (379/2025-26) and WB Item no. 720/2024-25 (546/2025-26)

OFFICE OF THE
Dy. Chief Electrical Engineer (W)/All
North Western Railway - Ajmer

Address
Dy. Chief Electrical Engineer (W) Office, Carriage Workshop
North Western Railway,
Ajmer
Pin Code - 305001

E-TENDER DOCUMENT
TOP SHEET- II

Name of work: Provision for segregation of 110V DC +VE & -VE cables at all levels and provision of cage clamp Terminals with Glass Fuses for enhanced fire safety in LHB EOG AC Coaches as per CAI no. ED/CAI/033 dated 02.04.2024" in LHB AC coaches. for 12 month. (PB. Item no. 767/2024-25 (379/2025-26) and WB Item no. 720/2024-25 (546/2025-26)

1	Approximate cost of work	Rs. 17435000.00/-
2	Bid Security	Rs. 348700 /-
3	Completion Period	12 Months (Twelve Months from the date of Letter of acceptance)
4	Cost of Tender Document	NIL
5	Date & Time of Closing E-tender	08-07-2026 (Up to 15.00 Hrs.)
6	Date & Time of opening E-tender	08-07-2026 (15.30 Hrs.)

TENDER FORMS

Name of work: Provision for segregation of 110V DC +VE & -VE cables at all levels and provision of cage clamp Terminals with Glass Fuses for enhanced fire safety in LHB EOG AC Coaches as per CAI no. ED/CAI/033 dated 02.04.2024" in LHB AC coaches. for 12 month. (PB. Item no. 767/2024-25 (379/2025-26) and WB Item no. 720/2024-25 (546/2025-26)

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SECTION –I
NORTH WESTERN RAILWAY
TENDER FORM (First Sheet)

Tender No. – EL/50/05/2026-27

Name of Work – Provision for segregation of 110V DC +VE & -VE cables at all levels and provision of cage clamp Terminals with Glass Fuses for enhanced fire safety in LHB EOG AC Coaches as per CAI no. ED/CAI/033 dated 02.04.2024" in LHB AC coaches. for 12 month. (PB. Item no. 767/2024-25 (379/2025-26) and WB Item no. 720/2024-25 (546/2025-26)

To

The President of India

Acting through the Dy.CEE (W)/All, Carriage Workshop, Ajmer, North Western Railway

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 **60days** 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 North Western Railway, at the rates quoted in the attached schedule bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12(Twelve) Months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid security of **Rupees 348700.00** has already been deposited online/submitted as Bank guarantee bond. Full value of the Bid security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.

4. (a) I/We am/are a Start-up 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. iswith.....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 Tenderer(s).....

SECTION-II

TENDER FORM (Second Sheet)

1. Instructions to Tenderers and Conditions of Tender: The following documents form part of Tender / Contract:

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

2. Drawings for the Work: The Drawing for the work can be seen in the office of the **Dy.CEE (W)/All, North Western Railway, Ajmer** at any time during the office hours. The drawings are only for the guidance of Tenderer(s). Detailed working drawings (if required) based generally on the drawing mentioned above, will be given by the Engineer or his representative from time to time.

3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of **North Western Railway** as applicable to Ajmer Workshop except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of quantities of approximate quantities attached. The quantities shown in the attached Bill(s) of quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.

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

5. The works are required to be **completed within a period of 12(Twelve) Months** from the date of issue of letter of acceptance letter.

6. Bid Security:

(a) Subject to exemptions provided under para 4 & 5 of First Sheet of this document (on preceding page), the tender must be accompanied by **Rupees 348700.00** as Bid Security deposited as mentioned in tender documents, failing which the tender shall be summarily rejected.

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 90 days beyond the bid validity period.

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) (To be submitted in the office of Dy.CEE/W/Ajmer)
- (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.

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- (vi) The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "**Bid for the ***** Project**" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.
- (vii) The envelope shall be addressed to the officer and address as mentioned in the tender document.
- (viii) If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

Note - Para 5(i) (a) of Part 1 (ITT) of GCC - Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of **Bid Security** and Labour Cooperative Societies shall submit only 50% of above **Bid Security** detailed above on submission of Registration Certificate issued by appropriate authority.

(b) The Tenderer(s) shall keep the **offer open for a minimum period of 60 days** (in case of two packet system of tendering 90days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to **Dy.CEE (W)/All, North Western Railway, Ajmer**, Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

- (c) If his tender is accepted,
- (i) the Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.
- (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid security that may happen thereto- while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid security so retained as per sub para(c) above, to the Contractor.

6.1 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.

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- (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.
- (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.

6.2 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 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 above certificate by the bidder shall result in **summarily** rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.**(Mandatory).**

7. Rights 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.

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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.

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. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

10. Eligibility Criteria:

Only such tenderer(s) who satisfy the following eligibility criteria should submit their offer for this work :

The contractor should have valid Electrical Contractor License issued by Govt. and submit along with tender document. If valid Electrical Contractor License is not submitted along with tender document, then offer will be summarily rejected. (Authority - HQ/JP letter no. EL/50/STD/Vol.II dt. 24.09.18)

- Note:**
1. All above required documents have to attached along with the tender document to consider as a eligible offer. (All documents should be clear and visible)
 2. The submitted/uploaded Electrical License must be valid on the date of tender opening to consider as eligible offer.

10.1 Technical Eligibility Criteria:

Tender Value more than 50 Lakhs: "APPLICABLE IN THIS TENDER"

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
 - (i) **Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or**
 - (ii) **Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or**
 - (iii) **One similar work each costing not less than the amount equal to 60% of advertised value of the tender.**

Similar nature of work for this tender means – "APPLICABLE IN THIS TENDER"

Definition of Similar nature of Work – "Supply/Installation/Testing/Commissioning of Electrical equipment along with wiring work in any rolling stock over Indian Railways"

OR

"Repair/rehabilitation of Electrical equipment along with wiring work in any Rolling stock over Indian Railways"

OR

"Electrical modification work including wiring work in any Rolling stock over Indian Railways"

OR

"The firm should have carried out electrical works in AC/NAC coaches/locomotives/EMUs"

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OR

The firm should be RDSO/RCF/ICF approved manufacturer of RMPU/Power panel /AC control panel /inverter/electronic ballast/ emergency light used for air condition coaches/non-AC coaches and power car who have undertaken repair annual maintenance contract of respective items over Indian railways (Authority - HQ/JP letter no. EL/234/0/SNW Dtd. 03.09.2025)

- (b) (1) In case of tender 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 of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
 - (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
 - (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

(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.

(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 fulfillment 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 50lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

NOTE for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered

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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: "APPLICABLE IN THIS TENDER"

The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per **Annexure-VII**, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

(Authority : Railway Board's letter No. 2022/CE-I/CT/GCC-2022/Policy dtd. 14-07-2022)

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

10.4 No Technical and Financial credentials are required for tenders having advertised value up to Rs. 50 lakh.

10.5 Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 – Eligibility Criteria :

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.
3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.
4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.

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- 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. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
6. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to sub contractor by Govt. Organization or public listed company as defined in Note for Item 10.1 Para-10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.
7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

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14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.

11. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of 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) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) A copy of certificate stating that they are not liable to be disqualified and all their 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 his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document. **(Mandatory)**
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
 - (vi) (a) In case of any information submitted by tenderer is found to be false forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security Deposit besides banning of business for a period of up to **two** years.
 - (vi) (b) In case of any information submitted by tenderer is found to be false forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of up to **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 **Dy.CEE (W)/All, North Western Railway, Ajmer**, for carrying out the work according to Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet). Contractor has to submit requisite stamp paper for contract agreement as per prevailing rules.

14. Documents to be submitted Along with Tender:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed

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by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

(a) Sole Proprietorship Firm :

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

(b)HUF:

(i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

(f) LLP (Limited Liability Partnership):

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.

(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

(v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).

(g) Registered Society & Registered Trust: 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 of the Tender Form (Second Sheet) above.

(iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

(iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

(v) A tender from JV / 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.

(vii) In addition to above certain more documents are to be submitted by tenderers as per status of their firms. These documents are listed below –

a) Firm details as per 'Annexure-I' (Mandatory)

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- b) Annexure V A -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.

NOTE: BE IT KNOWN TO THE TENDERER THAT :-

- a) No post tender submission of documents shall be permitted in respect of item mentioned in item (b) below. However, only clarification can be called for by Railway in respect of any part / document submitted by the tenderer which shall be responded to by the tenderer within 10 working days of the date of issue of such letter for clarifications, failing which the offer shall be dealt with as per available documents.
- b) The documents as applicable required vide items 10,10.1,10.2 , 11 (iv) (certificate as per 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 Partnership Firm/Joint Venture (JV)/Hindu Undivided family (HUF)/Limited Liability Partnership (LLP) etc.} as the case may be},14 (ii) Documents as per status of firm are mandatory for submission with tender document. If any of these documents are not submitted along with tender, the offer shall be summarily rejected.
- c) All above required documents have to attached along with the tender document to consider as an eligible offer. (All documents should be clear and visible)

15. The tenderer whether sole proprietor, a company or a partnership firm / joint venture (JV) / 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

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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 para shall be applicable for works tenders wherein tender documents provide for the same.

17.1 Separate identity/name shall be given to the Joint Venture.

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

17.3 A member of JV shall not be permitted to participate either in individual capacity or as a member of another JV in the same tender.

17.4 The tender form shall be purchased and submitted only in the name of the JV and not in the name of any constituent member. The tender form can however be submitted by JV or any of its constituent member or any person authorized by JV through Power of Attorney to submit tender.

17.5 Bid Security shall be submitted by JV or authorized person of JV either as :

- (i) Cash through e-payment gateway or as mentioned in tender document, or
- (ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV 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.

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 normally be allowed to be altered during the currency of contract except when modification become inevitable due to succession

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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 Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered in the registered documents shall have, inter-alia, following Clauses:

17.11.1 Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

17.11.2 Duration of the Registered Entity - It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.

17.11.3 Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead members 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

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position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

17.14.3 In case one or more members of the JV is/are companies, the following documents shall be submitted:

- (i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
- (ii) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company
- (iii) A copy of Certificate of Incorporation
- (iv) A copy of Authorization/copy of Power of Attorney issued by the Company(backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.

17.14.4 In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:

- (i) A copy of LLP Agreement
- (ii) A copy of Certificate of Incorporation of LLP
- (iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
- (iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
- (v) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.

17.14.5 In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Rules & Regulations of the Society
- (iv) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

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

17.14.7 A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

17.15 Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:

17.15.1 Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'. Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of work i.e., each non-lead member of JV member must have satisfactorily completed or substantially Completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of advertised value of the tender.

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

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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 must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Para 17.15.1:

(a) The Major component of the work for this purpose shall be the component of work having highest value. In cases where value of two or more component of work is same, any one work can be classified as Major component of work.

(b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

17.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead 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 allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

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18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

(b) Duration of the partnership deed and partnership firm agreement: The partnership deed/partnership firm agreement shall normally not be modified/alterd/ 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. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

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

18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above.

19.0 Advances to Contractor –

If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest _____ as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

Signature of Tenderer(s) _____
Date _____

(Signature)
(Designation)
Railway _____
Date _____

Section- III**IMPORTANT CLAUSE OF STANDARD GENERAL CONDITIONS OF CONTRACT**

Some important clauses of GCC are reproduced below in this section for general guidance of the tenderer. However, GCC April-2022 with up to correction shall continue to govern the contract. (In case of any difference in description of clause reproduced herewith & GCC April-2022, description of GCC April-2022 shall prevail.)

1. Security Deposit (Clause 16.(1) of GCC: The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs. 50 Crore, such refund / return of the already available Security Deposit is permitted up to three times.

1.1 Refund of Security Deposit (Clause16.(2)(i) of GCC): Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51.(1) **and**
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.

1.2 Forfeiture of Security Deposit (Clause16.(2) (ii)of GCC): Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

1.3(Clause16.(3) of GCC): No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of **Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.**

2. Performance Guarantee (Clause16.(4) of GCC):

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG

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

(b) The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and additional performance Guarantee as per Clause 16.(4)(h) in any of the following forms,

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Insurance Surety Bond as per Annexure- XVII

Note:- In case extension of Date of Completion, selected bidder needs to submit extended insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security, in any form as given above, before expiry of existing Insurance Surety Bond.

(iv) Government Securities including State Loan Bonds at 5% below the market value;

(v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vii) Deposit in the Post Office Saving Bank;

(viii) Deposit in the National Savings Certificates;

(ix) Twelve years National Defence Certificates;

(x) Ten years Defence Deposits;

(xi) National Defence Bonds and

(xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

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(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below: -

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0-5%(inclusive)	Nil
Below 5%	5%

3. Force Majeure Clause (Clause 17 of GCC): If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics,, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4 Extension of Time in Contracts (Clause17- A of GCC): Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of the whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this contract) by the date entered in the contract or extended date in terms of the following clauses:

(i) **Extension due to Modification:** If any modifications have been ordered which in the opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise.

(ii) **Extension for Delay not due to Railway or Contractor:** If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighbouring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay

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authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavours to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii) **Extension for Delay due to Railways:** In the event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17A(i) or/and 17A(ii) or/ and 17A(iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time; the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non-submission of request for extension or submission of request within less than 15days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

4.1 Extension of Time with Liquidated Damages (LD) for delay due to Contractor (Clause 17- B of GCC): The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the contract for the reasons other than the reasons specified in Clause 17 and 17-A, the Railway may, if satisfied that the works can be completed by the Contractor within reasonable short time thereafter, allow the Contractor for further extension of time as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the rate of liquidated damages as decided by engineer, between 0.05% to 0.30% of contract value of the works for each week or part of the week.

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

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In a contract, where extension(s) of time have been allowed once under clause 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) of time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

4.2 Bonus for Early Completion of Work (Clause 17- C of GCC): In case of open tenders having advertised value more than Rs 50crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10%, and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less than 30 days shall be ignored while working out bonus. The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by engineer.

5. Provision of Efficient and Competent Staff at Work Sites by the Contractor (Clause 26 of GCC)

5.1 The Contractor shall place and keep on the works at all times efficient and competent staff to give the necessary directions to his workmen and to see that they execute their work in sound & proper manner and shall employ only such supervisors, workmen & labourers in or about the execution of any of these works as are careful and skilled in the various trades.

5.2 The Contractor shall at once remove from the works any agents, permitted subcontractor, supervisor, workman or labourer who shall be objected to by the Engineer and if and whenever required by the Engineer, he shall submit a correct return showing the names of all staff and workmen employed by him.

5.3 In the event of the Engineer being of the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.

5 A. Deployment of Qualified Engineers at Work Sites by the Contractor (Clause 26- A of GCC):

5 A.1 The Contractor shall also employ qualified Graduate Engineer(s) or equivalent, or qualified Diploma Engineer(s), as prescribed in the tender documents.

5 A.2 In case the Contractor fails to employ the Engineer, as aforesaid in Para 26A.1, he shall be liable to pay liquidated damages at the rates, as prescribed in the tender documents

5 A.3 No. of qualified Engineers required to be deployed by the Contractor for various activities contained in the works contract shall be specified in the tender documents as 'Special Condition of Contract'.

Deployment of Qualified Engineers at Work Sites by the Contractor (GCC Clause 26 A):

The contractor shall also deploy qualified Graduate Engineer during execution of allotted work – As below-

- (a) One Qualified Graduate Engineer when cost of work to be executed is Rs. 200 lakh and above.
- (b) One Diploma Holder Engineer when cost of work to be executed is more than Rs. 25 lakh but less than Rs. 200 lakh.
- (c) In case the contractor fails to employ qualified Engineer as aforesaid in para 9(a),(b) above, he in terms of provision of clause 26 A 2 to the GCC, shall be liable to pay an amount of Rs. 40000/- and 25000/- for each month or part thereof for default period for the provisions, as contained in para 8(a) & (b) above respectively.

VARIATIONS IN EXTENT OF CONTRACT:

6. Powers of Modification to Contract (Clause 42 (1) of GCC): The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

6.1 Clause 42 (2) (i) of GCC - Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.

d.(i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

d.(ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

d.(iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(iv) In case of earthwork, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(v) As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SOR schedule as a whole and not on individual SSOR items. However, in case of Non Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

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6.3 Valuation of Variations (Clause 42 (3) of GCC): The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this Clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill(s) of Quantities. Any extra items/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of these Conditions.

7. Price Variation Clause (PVC) Clause 46 A of GCC: "Not Applicable"

Section IV**SPECIAL CONDITIONS OF CONTRACT (General)**

- 1 These special conditions and the work schedule shall govern the works to be executed under this contract in addition to and/or in part supersession of the General Conditions of Contract corrected up to date, Standard Schedule and Specifications for Electrical Works as applicable for the tender & issued by Railways corrected up to date, on or before the opening of tender.
- 2 Where there is any conflict between the Special Conditions of Contract on one hand and Standard Schedule and Specifications for Electrical Works on the other hand, the former shall prevail.
- 3 Any special condition stated by the tenderer(s) in the covering letter submitted along with the tender shall be deemed as part of contract to such extent only as have explicitly been accepted by the Railways.
4. **Occupation and Use of Railway Land (Clause 6, Part II of GCC) :**
No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.
5. **Use of Private Land**
The Contractor will have to make his/their own arrangements for use of private land, outside Railway limits for due fulfilment of contract or for borrow pits, approaches, etc., directly with the land owners or local authority and to pay such rents if any as are payable as may be mutually agreed upon between them.
- 6 **Materials supplied by Railway:**
 - 6.1. The tenderer shall be responsible to see that the materials such as cable or any other material supplied by the Administration are utilized for the sole purpose for, which they have been issued to him, failing which, he is liable to be dealt with according to law for any misuse of these commodities by himself, his agents or workmen etc.
 - 6.2 **Materials received by Railway:**
 - 6.2.1 Contractor shall give in writing the details of item(s) including serial number and quantity of work schedule to concerned SSE for receiving the material. The concerned SSE will inspect the material and its related mandatory documents as per contract agreement and material is to be entered in the Ledger (Tally Book) assigned for this particular work if found in order as per contract.
 - 6.2.2 Whenever material is required for execution of the work at site, contractor will request concerned SSE for issuing of material on his letter head/demand signed and stamped by his authorised person.
 - 6.2.3 For issuing the material required by contractor as above, concerned SSE shall fill hand receipt form (E-49 B) mentioning all relevant details and this form shall be signed by both concerned SSE and authorised representative of contractor. Thereafter material will taken by contractor for site of work and/or stored temporarily under his own custody. Material so stored temporarily at site shall be secured and protected by the contractor by his own resources as his risk and cost.
 - 6.2.4 While filling up measurement book, reference of hand receipt form (E-49 B) and Ledger (Tally Book) are to be mentioned wherever required (applicable for both running & final bills).
 - 6.2.5 Work site register will be maintained by the contractor for recording daily work progress and measurements which is also to be signed by Railway's representative deployed by concerned SSE.
 - 6.2.6 Consignee: The consignee for this work will be concerned SSE (Electrical)/----- nominated by the Engineer.
 - 6.2.7 Loading, Unloading and Transportation of Materials: All the materials shall be transported including loading and unloading by the contractor from Store of the concerned SSE to the site of the work and vice versa with his own risk and cost.
 - 6.2.8 All stores drawn by the contractor from Railway shall be accounted for either as installed as per site measurements recorded or as per surplus stores returned to the concerned SSE.

6.3. **Security of Materials**

6.3.1. Once the material is handed over to the contractor, the contractor shall be responsible for the security of material irrespective of the fact that the material is kept in Railway premises. The contractor shall make adequate arrangements at site as deemed necessary for guarding the same from the thefts and any sort of damage by outsiders or his labour.

6.3.2. The cost of stores lost shall be realized by the Railway out of any payments due to the contractor in this contract or from any other contract under execution by Govt. of India of its enterprises.

6.3.3. The Contractor will indemnify all the Stores handed over to him and will execute the Indemnity Bond for this purpose on standard Performa given along with these documents in Annexure-XVI. Execution of the Indemnity Bond will precede handing over any material to the Contractor.

6.4 **Return of Surplus Store**

6.4.1. The stores found to be surplus shall be returned to Consignee by the Contractor with his own staff with immediate effect and proper (-) minus hand receipt will be issued to contractor on receipt of surplus material by the Railway depot staff.

6.4.2. The contractor shall account for all materials that were issued to him. A register shall be maintained by the contractor, which shall be signed by the Contractor as a token of receipt of materials. All the issued materials shall either be used in the installation or returned to Consignee.

6.4.2 **Return of Released Stores**

Released materials shall be handed over to Consignee in systematic manner. Proper care should be taken while releasing & transporting the material **at General Stores, or at a place as demanded by the Railways.**

6.5.1. If any extra quantity of Railway materials over and above that shown in the drawing or any extra quantity of Railway materials over the standard scale have been issued to the contractors due to wastage, workmanship or any other reason or if in the opinion of the Engineer, the Railway materials have not been accounted for by the contractor/s, satisfactorily or have not been used on bonafied Railway works allotted to the contractor(s), the cost of such Railway materials will be recovered from the contractor/s as stipulated in Para 9.5.3 below.

6.5.2. In case of Electrical items is issued to the contractor(s) by the Railway either free of cost or on cost for use on works, the supply thereof shall be made in stages, limited to the quantity/quantities computed by the Engineer's representative, according to the prescribed specifications and drawings.

6.5.3. The Electrical items supplied by Railway in excess of the requirement as above shall be returned at the place of issue, in perfectly good condition by the contractor/s to Railway immediately after completion of work or determination of the contract. If the contractor(s) fails to return the said materials supplied by Railway in excess of the requirements as computed by the Railway according to the specifications and approved drawings, the cost of these materials will be recovered from the contractor(s) @ one and half times the prevailing procurement cost at the time of the last issue or one and half times the current price of the material after completion of the particular phase of the work, whichever is higher plus 7% freight, viz. $\{1.5 \times (\text{Purchase price or current price}) + 7\% \text{ freight, only}\}$. This will be without prejudice to the rights of the Railway to take action against the contractor(s) under the conditions of the contract for not doing/completing the work according to the prescribed specifications and approved drawings.

6.5.4. Royalty, Octroi and other charges on materials to be supplied by the contractor for construction of work except those to be supplied by the Railway will be borne by the contractor/s.

7.0 **Figures, Dimensions, etc.**

Figures, dimensions and drawings shall supersede measurements by scale and drawing to larger scale shall take precedence over those to a smaller scale. Special dimensions or directions in the specification shall supersede all else.

8.0 **Plea of Custom**

The plea of custom prevailing will not on any account be permitted as excuse for an infringement of any of the conditions of the contract or specifications.

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9.0 Taxes and Royalties

9.1 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.

9.2 **All taxes such as Income tax 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.

9.3 **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.

9.4 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.

Cess Charges: For Contractor's labor 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 as per standard 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.

10.0 Notice to Public Bodies

The Contractor(s) shall give to the municipality, police and other authorities all notices that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures and pay all fees, taxes and charges, which may be leviable on account of his operations in executing the contract. He should make good any damage to adjoining premises whether public or private and supply and maintain any lights, etc., required at night.

11.0 Damage by Accident, Floods or Tides

11.1 The contractor shall take all precautions against damage from accident, floods or tides. No compensation will be allowed to the contractor for his plant or part or material lost or damaged by any cause whatsoever. The contractor shall be liable to make good the damages to any structure or part of structure, plant or material of every description belonging to the administration lost or damaged by any cause during the course of the contractor's work.

11.2 The administration will not be liable to pay to the contractor any charges for rectification or repairs to any damage which may have occurred from any cause, whatsoever, to any part of the new/existing structure, during construction.

12.0 SERVICE ROADS

12.1 The Contractor/s 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 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 or to be entered upon, permission to enter in the land will have to be arranged by the contractor/s at his/ their cost. The contractor/s will not refer any claim, whatsoever on this account. The Railway, however, reserves the right to make use of such service roads as may be constructed by the contractor/s without payment of any charges.

13.0 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

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thereof, which will be determined by the Chief Electrical Engineer/ Chief Administrative Officer (C), North Western Railway, to the contractor.

14.0 MAINTENANCE PERIOD

- 14.1. After the equipments, system/sub-systems have been installed and commissioned, the contractor shall be responsible for proper maintenance & supervision, free of cost, of the equipments, system/sub-systems till a period of **one year**, from the date of commissioning as per final completion report issued by Engineer. In the free maintenance period, contractor will provide all the spares required for such maintenance free of cost. This free maintenance period will include:-
- (a) Maintenance and upkeep of all equipments,
 - (b) Attending to break-downs immediately,
 - (c) Periodical preventive maintenance,
 - (d) Repair/replacement of defective parts,
 - (e) Operating the existing system satisfactorily.
- 14.2 For this purpose, contractor shall prepare a maintenance plan and make available the services of maintenance Engineer and Staff who will maintain and supervise the system.
- 14.3 During this free maintenance period, if any deficiency/fault is noticed in the functioning as a result of any defect in design or manufacture, the same will be rectified by the contractor at his own cost. During such rectification if any faulty equipment/modules/ cards/ system/ subsystem/ part either in hardware or in software or any other form, need replacement or repair, they shall be provided by the contractor free of cost from the set of equipment or modules that the contractor should bring to the site of installation in addition to all the materials to be supplied against this contract.
- 14.4 If any failure takes place, then the maintenance personnel so deputed will immediately attend & rectify the failure. If he fails to rectify the failure within six hours from the time of information communicated to him by means of fax, telegram, SMS, email, telephone or any other method of communication at the address as specified by the contractor within geographical jurisdiction of N.W. Railway, a penalty will be imposed @ Rs.100/- per hour per system and part thereof, which will be recovered from the payments due to the contractor or from the security deposit payable to the contractor. Working hours for the system will be twenty four hours a day. Further if any failure is not rectified within 12 hrs from the time of information communicated to him as above, Railway may proceed to rectify it departmentally at contractor's risk and penalty of Rs.2000/- plus cost of such rectification will be deducted from the payments due to the contractor or from the security deposit payable to the contractor.

Note:- No part refund of Security Deposit shall be permitted during the maintenance period mentioned above.

15.0 INSTRUCTIONS / DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE.

- 15.1 The contractor shall at all times, execute the contract work only in the presence and under the supervision of the Engineer's Representative or a Railway employee specifically appointed on his behalf. No work under the contract shall ,therefore, be commenced by the contractor without the express permission of the Engineer's representative.
- 15.2 The contractor shall always execute the work under this contract in strict compliance with the instructions/directives by the Engineer's representative. Any act of non-compliance with the instruction/directives issued by the Engineer's representative shall be considered as a default of the contractor where after the Railway shall be free to take further appropriate action as provided in the contract for dealing with such defaults of the contractors. The decision of the Engineer-in-charge whether there has been an act of non-compliance with the instruction/directives of the Engineer's representative for the purpose of this clause shall be final and conclusive.
- 15.3 The instructions/directives by the Engineer's representative shall not, however, absolve the contractor of his responsibility or reduce his responsibility in any manner whatsoever in regard to maintaining at all times the safe working conditions at the work site.

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16 NON-COMPLIANCE WITH THE INSTRUCTIONS/DIRECTIVES OF THE ENGINEER'S REPRESENTATIVE.

- 16.1 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's representatives in regard to the need of appropriateness and adequacy of the deployment of the Railway Workmen with necessary equipment shall be final and conclusive.
- 16.2 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 Rs. 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.
- 16.3 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.

17 WARRANTY

- 17.1 The contractor shall warranty that all materials & equipments to be supplied and installed as per this tender shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest quality and consistent with the established and generally accepted standard for materials of the type ordered and in full conformity with the contract specifications.
- 17.2 The contractor shall give warranty / provide maintenance for satisfactory working of all the equipments & installations erected & commissioned by him in this tender, for a period of **ONE YEAR** from the date of commissioning.
- 17.3 During the period of Warranty, the contractor shall keep available experienced engineer & technician and necessary equipment to attend to any defective installation. The Contractor shall bear the cost of all modifications, additions or substitutions that may be considered necessary due to faulty material, decision regarding this shall rest with the Dy.CEE(W)/All.
- 17.4 During the period of Warranty, the contractor shall be liable for the replacement of any equipment & any parts which may be found defective, whether such equipment be of his own manufactured or those of his sub-contractor, whether defect arising from faulty design, material, workmanship or negligence in any manner on the part of the Contractor, at his (Contractor's) own expenses. In case of defect of similar type detected in contractor's equipment & components during the warranty period, the contractor shall replace complete lot of the items irrespective of the fact that whether all such items have failed or not. The Contractor shall bear the cost of repair carried out on his behalf by the Purchaser at site due to urgent requirement. In such a case, the Contractor shall be informed in advance of the repair proposed to be carried out by the Purchaser.
- 17.5 If it becomes necessary for the contractor to replace or renew any defective portion/s of the system under this clause, the provisions of this clause shall apply to the portion of equipment/component/system so replaced for further period of 12 months from the date of such replacement or renewal or until the end of the warranty period whichever may be later. If any defect is not remedied within reasonable time, the Railway may proceed to do the work at contractor's risk and expense, but without prejudice to any other rights, which the Railway may have against the contractor in respect of such defects.

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17.6 The repaired or renewed part shall be delivered and erected on site free of charge to the purchaser.

17.7 The Railway shall have right for acceptance, rejection of materials at site if the same are not in accordance with the specifications. The terms and conditions of this contract shall also be governed with G.C.C. of Railways.

18 SHIFTING OF ELECTRICAL/TELEGRAPH WIRES.

In some stretches, high-tension grid towers /electric telegraph/telephones wires or posts etc. are to be shifted. It is expected that the electric lines/towers will be shifted in reasonable time strictly as per approved plan by Engineer based on extant Rules & Regulations but in case, there is any delay on this account suitable extension in date of completion will be considered and given to the contractor for only the effected portion and no compensation whatsoever in this respect or due to the delay thus caused will be payable and contractor has to adopt such methods of execution of earthwork so as not to cause any damage to existing structure lines etc.

19 HANDING OVER OF SITE FOR WORK.

The entire land required for this work is available. However, Railway may not hand over the entire land required for completion of this work for making bank/cutting or excavation to the contractor(s) due to any unavoidable reasons. Land may be handed over in different stretches, which may not be continuous. Contractor(s) will be required to carry out the work in available stretches. If some stretch of land cannot be handed over to the contractor for borrowing earth or making bank/cutting within the contract period then suitable extension will be granted only for the affected portion without any payment of extra claim to the contractor.

20 MODE AND TERMS OF PAYMENT:

20.1 All payments will normally be made only for finished works on the basis of mode and terms of payments agreed upon and provided in the contract. Payment shall only be made after carrying out the work to the satisfaction of Railway. Item wise payment for electrical schedule shall be made as per discretion of Railway. **On account payment shall be made on pro-rata basis of accepted quantity of work by Railway.**

20.2 **MANNER OF PAYMENT:** Payment to the contractor will be made through Electronic Fund Transfer (EFT) for payment of running and final bills. The tenderers will also fill the **Annexure-I** indicating the bank account number, name of bank and bank specific code number (MICR/IFSC) as enclosed. The conditions and **Annexure-I** will be part of the tender document.

21. Accident/Natural calamities:-

21.1 Vehicle and equipments of the contractor can be drafted by Railway Administration in case of Accidents/Natural calamities involving human lives.

21.2 For payment purpose, the item may be operated as New Non-Schedule (NS Item) as per existing norms and powers delegated.

21.3 Contractor may submit list of vehicles and equipment available with him.

22 MOBILIZATION ADVANCE (For Contract Value Rs. 25 Crores and Above):-

22.1 This shall be limited to 10% of the contract value and payable in 2 stages as indicated below:-

Stage-I: - 5% of Contract Value on signing of the contract agreement.

Stage-II: - 5% on mobilization of site-establishment, setting up offices, bringing in equipment and actual commencement of work.

The two stages of advances shall be payable immediately after signing of contract documents and at the time of mobilization, respectively.

22.2 The rate of interest on 'Mobilization Advance' is @ 4.5% per annum above the Base Rate of State Bank of India as effective on the date of approval of payment of Mobilization Advance by the Competent Authority.

22.3 The Mobilisation Advance Clause shall be restricted only for high value tenders of Rs. 25 crore and above.

22.4 The Mobilization Advance shall be against an irrevocable Bank Guarantee of value 110% of the sanctioned advance amount as per (a) & (b) below. The Bank Guarantee shall be from a Nationalised Bank in India or State Bank of India, all scheduled Banks in India, National Savings Certificate etc.

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(a) **For works costing less than Rs. 50.00 Crores**

The mobilization shall be granted against a irrevocable bank guarantee which will be released only after full mobilization advance with interest will be recovered.

(b) **For works costing Rs. 50.00 Crore & above.**

Mobilization advance can be granted against several bank guarantee. Individual Bank Guarantee can be refunded after the amount mentioned in the part B.G. has been recovered along with interest. BG will not be accepted in more than 5 parts. However, amount of each BG shall not be less than Rs. 1 Cr.

22.5 Method of Recovery of Interest:

"Interest will be recovered on the advance outstanding for the period commencing from the date of the payment of advance till date of particular on account bill (through which recovery of principal is effected) and adjusted fully against on account bill along with pro-rate principal recovery. In the event of the any shortfall the same will be carried forward to the next on account bill and will attract interest @ 4.5% per annum above the Base Rate of State Bank of India as effective on the date of approval of payment of mobilization advance by the Competent Authority.

23.0 Stage Payment on supply of steel in the Works Contract (For contract value Rs. 15.00 crores & above) :- Not Applicable

24.0 Incentive Bonus Payment Clause (For Plan head Doubling and Traffic Facilities works only)

Considering the need of early and time bound completion of throughout enhancement works primarily those coming under the Plan Heads Doubling and Traffic Facilities', an Incentive Bonus Payment can be made in these works subjected to following conditions -

- ☐ The incentive bonus payable shall not be more than 1% of the initial contract value or revised contract value whichever is less for every one month of early completion ahead of the original completion period or revised completion period whichever is less.
- ☐ The maximum incentive payable shall not be more than 6% of the original contract value or revised contract value whichever is less.
- ☐ This incentive scheme shall not apply if extension to the original completion period is given irrespective of on whose account (Railway's account or contractors account).
- ☐ Period less than a month will not be reckoned for the incentive bonus calculation.

25.0 In case of any difference in the description of any NS item in tender schedule and the special conditions for that NS item, the description of that NS item in tender schedule shall prevail over the special conditions.

26.0 Contractors are required to upload details of their LOAs, engaged workman, wages payment details, PF/ESI details, bonus details etc on monthly basis on **www.shramikkalyan.indianrailway.gov.in**.
(Authority: Rly. Bd's letter No. 2018/CE-I/CT/4 dt. 17.10.18)

The contractor ensure payment of wages etc. to labour engaged by him, where in it has been mentioned to update the newly launched Railway's portal **www.shramikkalyan.indianrailways.gov.in**, detail user manual for this is available on help link of Home page of portal. Contractors are required to upload details of their LOAs, engaged workman, wages payment details, PF/ESI details, bonus details etc on monthly basis on **www.shramikkalyan.indianrailway.gov.in**.

The contractor should comply with all relevant statutory provisions of Govt. Including contract Labour law, Regulation and Abolition Act 1970, Minimum Wages Act 1948, Employees State Insurance Act, Provident Fund Act, Employment of Children Act, Un-touch ability Act and other Labour Laws are amended from time to time. The successful contractor shall also indemnify the Railway Administration against any claims liabilities under these rules.

SECTION-V**SAFTY PRECAUTIONS****(Safety Precautions to be Taken during execution of work)**

1.0 Safe working of contractors (Extract of para 826 of IRPWM) :- A large number of men and machinery are deployed by the contractors for track renewals, gauge conversions, doublings, bridge rebuilding, railway electrification etc. It is therefore essential that adequate safety measures are taken for safety of the trains as well as the work force. The following measures should invariably be adopted.

- (a) The contractor shall not start any work without the presence of railway supervisor at site.
- (b) 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.
- (c) The look out and whistle caution orders shall be issued to the trains and speed restrictions imposed where considered necessary. Suitable flagmen/detonators shall be provided where necessary for protection of trains.
- (d) The supervisor/workmen should be counselled about safety measures. A competency certificate to the contractor's supervisor as per Performa annexed shall be issued by Engineer or his authorized representative, which will be valid only for the work for which it has been issued.
- (e) The unloaded materials for tender work after unloading from track should be kept clear off moving dimensions and stacked as per the specified heights and distance from the running track.
- (f) Supplementary site specific instructions, wherever considered necessary shall be issued by the Engineer in Charge.

1.1 PLYING OF ROAD VEHICLES AND WORKING OF MACHINERIES CLOSE TO RUNNING TRACKS

- Normally, the road vehicles shall be run or machinery shall be worked so as not to come closer than 6.0m from centre line of nearest running track.
- The land strip adjacent to running tracks, where road vehicle is to ply or machinery is to work, shall be demarcated by lime in advance in consultation with the Railway's Supervisor. Wooden pegs at interval not exceeding 75mts 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.
- If a road vehicle or machinery is to work closer to 6.0m due to site conditions or requirement of work, following precautions shall be observed.
- In no case the road vehicle shall run or machinery shall work at distance less than 3.5m from centreline of track.
- Demarcation of land shall be done by bright coloured ribbon/nylon chord suspended on 75cm high wooden/bamboo posts at distance of 3.5 m from centreline of nearest running track.
- Presence of an authorized Railway's representative shall be ensured before plying of vehicle or working of machinery.
- Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or 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.
- Lookout men shall be posted along the track at a distance of 800m from such locations who will carry red flag and whistles to warn the road vehicle/machinery users about the approaching trains.
- On curves where visibility is poor, additional lookout men shall be posted.
- **If vehicle/machinery is to be worked closer to 3.5m from running track.**

Under unavoidable conditions, if road vehicles is to ply or machinery is to work closer to 3.5m due to site conditions or requirement of work, following precautions shall be observed:

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- Plying of vehicles or working of machinery closer to 3.5m of running track shall be done only under protection of track. Traffic block shall be imposed wherever considered necessary. The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be.
- Presence of a Railway's Supervisor shall be ensured at worksite.
- Railway's Supervisor shall issue suitable caution order to Drivers of approaching train about road vehicles plying or machineries working close to running tracks. The train drivers shall be advised to whistle freely to warn about the approaching train.
- **Precaution to be taken while reversing road vehicle along side 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 at such location.
 - 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 where adequate lighting arrangements are made and where adequate precautions as mentioned earlier have been ensured.
 - Road vehicles/machinery/plant etc. when stabled near running tracks shall be properly secured against any possible roll off and always be manned even during off hours.

1.2 EXECUTION OF WORKS CLOSE TO OR ON RUNNING LINES

- 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.**
 - Such works shall be planned and necessary drawings particularly with regard to infringement to moving dimensions shall be finalized duly approved by competent authority before execution of work. The work shall be executed only as per approved procedure and drawings.
 - All temporary arrangements required to be made during execution of work shall be made in such a manner that moving dimensions do not infringe.
 - Suitable speed restriction shall be imposed or Traffic block shall be ensured as required.
 - The site shall be protected as per provisions of Para No. 806 & 807 of P-Way Manual as case may be
 - Necessary equipment for safety of trains during emergency shall be kept ready at site.
- **Precaution to be taken to ensure safety of electrical/signal/ telephone cables while excavating near tracks.**
 - Particular care shall be taken to mark the locations of buried electrical/signal/telephone cables on the plans jointly with S & T/Electric supervisor and also at site so that these are not damaged during excavation.
 - Copy of the cable plan should be given to the contractor's authorised representative before handing over the site to start the work.
 - Due care shall be taken to ensure that any part of the equipment or machinery or temporary arrangement does not come close to cables while working.

(Ref: JPO issued by Railway Board vide letter no. 2003/Tele/RCIL/1 pt. IX dated 24.06.2013 (Telecom circular no. 17/2013) for undertaking digging work in the vicinity of signalling, electrical and telecommunication cable will be followed during the execution of work.)

Precaution to be taken during execution of works requiring traffic blocks.

- Any work, which infringes the moving dimensions, shall be started only after the traffic block has been imposed.
- Before closing the work, the track shall be left with the proper track geometry so that the trains run safely.
- After completion of work the released sleeper and fittings should be properly stacked away from the track to be kept clear of moving dimensions.

- Block shall be removed only when all the temporary arrangement, machineries, tools, plants etc. have been kept clear of moving dimensions.

Precaution to be taken during execution of works during night.

The work close to running line, generally, shall be carried out only during day hours. At locations, however, where night working is unavoidable, proper lighting arrangement should be made and all safety aspects should be strictly observed. The engineering indicator boards shall be lightened during night hours as per the provisions of P-Way Manual. The staff deputed for night working should have taken adequate rest before deploying them in night shift. We can specify duration of night shift from 20.00 hrs to 04.00 hrs. All other safety precautions applicable for day time work should be strictly observed during night working.

- **Precautions to be taken to ensure safety of workers while working close to running lines.**
- Necessary lookout men with red flags and whistles shall be provided to warn the workmen about the approaching train.
- Railway's supervisor shall issue suitable caution order to Drivers of approaching train for whistling to warn the workers about the approaching train. Whistle boards shall be provided wherever considered necessary.
- A "First aid kit" shall always be kept ready at site.
- **Precaution shall be taken for safety of public 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 as "Work in progress. Inconvenience is regretted" etc. shall be provided at appropriate locations to warn the public/ passengers. Adequate lighting arrangement of worksite wherever required shall be done to ensure safety of public/passengers during night.
- **Precaution to be taken before stacking materials alongside the track to ensure that safety of trains is not affected.**

The following precautions shall be taken before stacking the materials along the track for stacking of Electric poles, Cables, OHE masts, Contact wires, Catenary wires etc.

- The sites for material stacking should be selected in advance in such a manner to ensure that no part of the material to be stacked is infringing to 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.
- The selected locations shall be marked by lime in advance.
- Presence of an authorized Railway's representative while unloading and stacking shall be ensured.
- The materials shall be stacked in such a height so as to not to infringe SOD in case of accidental roll off.
- Precautions to be taken during working in RE areas – Necessary precautions to be taken during working in electrified / under electrification sections by contractor or his representative/staff (Ref: Elect. HQ office letter no. EL/Safety/2/power/Pt. III dated 20.11.2013).

1.3 PROTECTION OF TRACK DURING EMERGENCY

- **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 apprehend danger to safe running of track, he shall take immediate steps to advise a Railway official of such danger and assist him in protection of track.

The track shall be protected as under. One person shall immediately plant a red flag (red lamp during night) at the spot and proceed with all haste in the direction of approaching train with a red flag in hand (red lamp during night) and plant a detonator on rail at a distance of 600m from the place of obstruction of BG track (400m for MG track) after which he shall further proceed for not less

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than 1200m from the place of obstruction from BG track (800m for MG track) and plant three detonators at 10m apart on rails. After this he shall display the red flag (red lamp during night) at a distance of 45m from the detonators.

Attempts shall also be taken to send an advice to nearest Railway station about the incident immediately.

☐ **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, waving the red flag vigorously, gesticulating and shouting.

☐ **What action shall be taken if more than one track is obstructed?**

☐ In case of single line protection as above shall be done in both the directions from place of danger.

☐ 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.

☐ The protection shall be done in that direction and on that track first on which train is likely to arrive first.

☐ The Contractor's Supervisors, Operators and lookout men shall be properly explained about the direction of trains on running tracks.

☐ **Equipment required for protection of track.**

Minimum compliment of protection equipment i.e. 10 detonators, 4 red hand flags, 4 red hand lamps, 4 banner flags and whistles etc. shall always be kept ready at worksites for use in case of emergency. Railway will arrange to provide detonators, whereas Contractor shall arrange other equipment at his own cost.

☐ **Arrangement of lookout men and competency required for lookout man to warn labour about approaching train.**

☐ Contractor will provide lookout men.

☐ The lookout men shall be properly trained in warning to staff at worksite about approaching train.

☐ Only those lookout men shall be provided at site who have been issued with a competency certificate by the Railway's Supervisor.

☐ In case, it is felt necessary to provide lookout men by Railway, the charges for the same as fixed by Railway Administration shall be recovered from Contractor.

1.4 Training to Supervisors and Operators of Contractor.

The Supervisors and Operators of the contractor proposed to be deployed at work site, which is close to the running track, shall be imparted mandatory training by the Railway at site free of cost about the safety measures to be adopted while working in the vicinity of running track. Engineer-in charge of the work shall decide the scale, extent & adequacy of training. In case training is imparted at a recognized Railway training institute, the charges for the same, as decided by Railway, shall be recovered from contractor. A competency certificate to this effect to the individual Supervisor/Operator shall be issued as given below, by a Railway Officer not below the rank of Assistant level. No Supervisor/Operator of the Contractor shall work or allowed to work in the vicinity of running track who is not possession of valid competency certificate.

All the labour, materials, tools, plants etc. except detonators, required for ensuring safe running of trains shall be provided by Contractor at his own cost. Wherever lookout men are provided by Railway, charges at the rate of Rs. 500/- per man day shall be recovered from Contractor.

Competency Certificate

Certified that Shri _____ Supervisor/Operator of M/s. _____ has been trained and examined in safety measures to be followed while working in the vicinity of running railway track for the work _____. His knowledge has been found satisfactory and he is capable of supervising the work safely. This certificate is valid only for the work mentioned in this certificate only.

Signature and designation of the officer

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- 1.5 Safety aspects to be observed while working in OHE area:
- No electrical work close to running track shall be carried out without permission of railway representative.
 - A minimum distance of 2m has to be maintained between live OHE wire and body part of worker or tools or metallic supports etc.
 - No electric connection etc. can be tapped from OHE.
 - Authorized OHE staff should invariably be present when the relaying work or any major work is carried out.
 - Power block is correctly taken and 'permit to work' is issued.
 - The Structure bonds, tracks bonds, cross bonds, longitudinal rail bonds are not disturbed and
 - If disconnected for the work, they are reconnected properly when the work is completed.
 - 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.

2. **JOINT PROCEDURE ORDER FOR UNDERTAKING DIGGING WORK IN THE VICINITY OF UNDERGROUND SIGNALLING, ELECTRICAL & TELECOMMUNICATION CABLES**
- Following joint procedure shall be followed while carrying out any digging work near to existing signaling & telecommunication and electrical cables so that the instances of cable cut due to execution of works can be controlled and minimized.
- Before taking up any digging activity on a particular work by any agency, concerned Sr. DSTE and Sr. DEE/.../Dy.CEE/... of the section shall be approached in writing by contractor for permitting to undertake the work. Sr. DSTE and Sr. DEE/.../Dy.CEE/..., after ensuring that the concerned executing agencies (contractor) have fully understood the S&T and Electrical cable route plan, shall permit the work in writing within 7 days of the request made for the same.
 - After getting the permission from S&T and/or Electrical department as the case may be, the relevant portion of the cable route plan shall be attached to the letter through which permission is issued to the contractor for commencement of work and ensuring that the contractor have fully understood the cable route plan and precautions to be taken to prevent damage to the underground cables. The contractor shall be asked to study the cable plan and follow it meticulously to ensure that the safety of the cable is not endangered.
 - On receiving the above information from contractor, SE/Sig. or SE/Tele or SE/ Electrical (Const., TRD or G) shall visit the site on or before the date of taking up the work and issue permission to the contractor to commence the work after checking that adequate precautions have been taken to avoid the damage to the cables. The permission shall be granted within 3 days of submission of such request.
 - The name of the contractor, his contact telephone number, the nature of the work shall be notified in the Electrical & S&T control as soon as the concerned S&T / Electrical officials issue the letter authorizing commencement of work to the contractor. Control / Test room shall be given copies. Control/Test room shall collect any further details from the Engineering control and shall pass it on to S&T/Railtel & Electrical officials regularly. In case the supervisors of concerned departments do not turn up on the day as advised in terms of Para 39.3 above, the work of contractor shall not be stopped on this account.
 - In all the sections where major projects are to be taken up/going on, Electrical department shall deploy their officials to take preventive/corrective action at site of work. As regards other departments, the officials may be deputed on need basis.
 - The works of excavating the trench and laying of the cable should proceed in quick succession, leaving a minimum time between the two activities.
 - In case damage is caused to OFC/Quad cable/Electrical cable/Signalling cable during execution of the work, the contractor is liable to pay a penalty for damaging the cable. Penalty shall not be levied in case of the following:-
 - ☐ Detailed cable route plan is not provided by concerned department or cable is not protected as per laid down procedures.
 - ☐ The alignment of the cable does not tally with the information provided to the contractor.

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- ☐ The cable depth is found to be less than 800 mm from normal ground level.
- ☐ No representative of S&T/Electrical department was available at site guarding the cables on the fixed pre determined date and time.

2.8 Penalty to be imposed for damages to cable shall be as under:-

Cable damaged	Penalty per location
Only Quad cable or Signalling cable	Rs. 1.0 Lakh
Only OFC	Rs. 1.25 Lakh
Both OFC &Quad	Rs. 1.5 lakh
Electrical Cable	Rs. 1.0 Lakh

- 2.9 In case of damage to OFC, RailTel should be paid 5/6th of the penalty recovered. RailTel shall raise demands on the S&T department in this regard.
- 2.10 All types of Signalling & OHE bonds i.e. rail bond, cross bond and structure bond shall be restored by the contractor with a view to keep the rail voltage low to ensure safety of personnel.
- 2.11 S&T cable and Electrical cable route plan 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.
- 2.12. All cable laying works shall be executed as per laid down technical specifications, such as protection measures/ protective cover, compaction of refilled material etc.

(Ref: JPO issued by Railway Board vide letter no. 2003/Tele/RCIL/1 pt. IX dated 24.06.2013 (Telecom circular no. 17/2013) for undertaking digging work in the vicinity of signalling, electrical and telecommunication cable will be followed during the execution of work)

NOTE - Other conditions of contract which is not mentioned in this tender document will be governed as per Railway Board GCC April-2022 with all ACS or latest.

SECTION -VI

SPECIAL CONDITIONS OF CONTRACT (TECHNICAL-ELECTRICAL)

1. The work shall be carried out in accordance with the approved specification/drawing and other relevant standard of general electrical work as specified in tender by Engineer.
2. Work shall be carried out strictly as per IE rules and wherever applicable equipments should comply with latest Indian Standards, Statutory Regulations and Labour Acts etc.
3. Energy efficient equipment shall be used as prescribed in energy Conservation Building Code-2007 of BEE and star ratings of BEE wherever applicable. Contractor shall arrange inspection of major electrical assets / equipments at his own expenditure as per railway requirement.
4. The work shall be carried out in best workmanship like manner and any defect in the work due to changes in the design etc. as pointed out by Railway authority shall be carried out by the contractor.
5. In case of any dispute regarding the lay out and any other technical matter, the decision of Dy.CEE(W)/All will be final and binding on the contractor.
6. **Inspection of Material**
 - (a) For inspection of the material as desired by Railway, Railway's representative/agency/unit will visit to manufacturer's premises to conduct the tests, if necessary. Contractor shall provide all necessary assistance in carrying out tests and inspection at his own cost.
 - (b) Pre commissioning tests if needed on various equipment may be carried out jointly by the contractor.
 - (c) Contractor shall submit design & drawing of different circuits / system & get approval before starting of work & submit minimum 6 copies of each approved drawings including soft copies if any.
 - (d) The factory inspection/lab test of any of the item in the schedule/part of any job or assembly in schedule can be conducted on the desire of Railway.
 - (e) The factory inspection sample testing/lab test will be conducted as per specification/Drawing of the item and other relevant standards as per the discretion of Railways.
 - (f) It will be responsibility of the contractor to take clarification from Railways in case of any doubt in specification/ drawing before fabrication / assembly / delivery of any of the item in the schedule/part of any job or assembly in schedule.
 - (g) At the time of submission of drawings/sample, contractor has to submit relevant documents regarding the certification & specifications and technical catalogues reflecting all the technical parameters of the item.
 - (h) Only the ISI/BEE or any other relevant mark/label or any certificate produced in support, may not be enough to approve the sample, further verifications/ factory inspection/lab test may be carried out as per the discretion of Railways.
 - (i) The tests on any of the item in the schedule/part of any job or assembly in schedule will be performed in an NAL/Govt. Lab. or manufacturer's premises as desired by Railways.
 - (j) THE COST OF FACTORY INSPECTION / LAB TESTS / DOCUMENTATIONS WILL BE BORNE BY THE CONTRACTOR.
 - (k) The reference list for make of products is given in **Annexure: C** (with schedule and specification).

- (l) In case of any kind of confusion/conflict/dispute, the decision of Railways will be final and binding on the contractor.
- m) Tenderers are required to submit the test reports issued from the approved Govt. agency / Laboratory of similar major equipments and components like transformer, VCB, ACB,DG set, relay, solar panels etc, as specified in tender by Engineer , along with their offer, which have been supplied earlier to Govt./Public sector.

7. **Conditions for Main contractor or Associate Electrical Contractor for Electrical work. (Only for composite work)**

- 'Valid' Electrical Contractor license issued by Government is required for other than OEM or their Authorized Agency for all Electrical works. The verified / attested copy of the competency certificate of each inspector authorized to execute the electrical work is required to be submitted to the Electrical work In-charge before starting of the electrical work.
- a) If the tenderer engaged associate electrical contractor, he / they is / are required to submit legally enforceable agreement dully signed with the associated electrical contractor before signing of the contractor agreement with Railway in the form of MOU as per Proforma of tender document. MOU must be on the non-judicial stamp paper duly notarized of Rs.100/- or as per the stamp Act of the concerned State.
 - b) The main tenderer shall be responsible for acts of commission and omission of the associate electrical contractor. The entire electrical work is to be executed by the associate electrical contractor only and no change shall be allowed in associated electrical contractor during currency of the contract. However in case of any force majeure, competent authority may permit another eligible associate electrical contractor.
 - c) Electrical portion of works shall be supervised, test checked, billed / paid after recording of measurements in separate MB by electrical supervisors / officers as decided by the Dy.CEE(W)/All.

SPECIAL CONDITION OF CONTRACT- I

1. All the material, to be used, shall be as per their relevant IS. The testing of wiring shall be carried out jointly by contractor & representative of Rly. before energizing & test certificate shall be submitted duly signed by contractor & Rly. Representative.
2. The contractor shall have to submit the dealer's certificate in respect to items to ascertain the genuineness.
3. The contractor will take all safety measures during execution of work by providing all safety tools & accessories. The work shall be done as per IE rule & after taking proper shut down from the concerning SSE.
4. Regarding genuineness of the component Rly. may ask the representative of manufacturer to inspect the material if required.
5. The contractor shall have to make his own arrangement for transportation of his materials, tools, labour etc. at site for execution of work.
6. **The samples of the material shall be got approved by competent authority before execution of the work.**
7. The contractor shall ensure that during the executions of the work either he himself remain present at the site or his responsible Electrical Engineer/Supervisor (Degree holder/Diploma holder/ ITI holder/Staff) should remain present with sufficient workmen for the execution of the work and shall maintain proper Co-ordination with this office for day to day planning & executions of the work which is to be completed within the targeted period.
8. The tenderer should have his own permanent establishment independent office with phone facility & shall deploy sufficient staff at site for timely completion of the work.
9. Before starting the work, the contractor will also seek permission from the occupier of the shop and will observe all the safety rules in-force.
10. **Completion period:** Work will have to be completed in all respect within **12 Months from the date of issue of acceptance letter.**
Time is the essence of contract and the entire work should be completed within **12 Months** from the date of issue of acceptance letter including monsoon. No extra time allowance for monsoon etc. if any intervening within the currency of the contract shall be admissible.

In case of "accident/natural calamities involving human lives" vehicles and equipment of contractors can be drafted by Railway Administration. For payment purposes, the item may be operated as a Non-Schedule (NS) items as per the existing norms and powers delegated to the Railways: and the following information as per Rly. Bd's L.No.2003/Elec (G)/113/4 dt. 8-8-2003 is to be furnished in following Performa by the contractor positively.

S. N.	Name of the contract or	Name of the work	Ref. work order No.	Dt. of acceptance of tender condition	Dt. of completion as per tender condition	Details of vehicle and equipment with the party	Location where these Equipments / vehicles are available	Contact address with telephone No.	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10

11. **Terms of payment:** Payment as Running Bills shall be made on completion of every 20 coaches or more or as mutually agreed.
12. **Maintenance/Guarantee/Warranty Period:** The Maintenance/Guarantee/Warranty period for the above work is 12 Months from the certified date of completion against any defect of design / manufacture / commissioning / Maintenance / Servicing during the period of warranty for the work done by him and material provided by him. The firm should attend complaint and rectify problems during guarantee period free of cost promptly and satisfactorily.
13. **Supervisor In-charge for Work –SSE/RAC/Carriage workshop/Ajmer.**
14. The contractor should get their staffs medically examined.
15. Catalogue/Operating manual/Spare part list if provided by OEM shall be submitted during execution by the contractor without any extra cost.
16. The contract shall ensure the following.
 - i) That the contractor's labours do only the specific work agreed by the contractor.
 - ii) That the contractor issues the photo identity card to his worker under his name, trading style and signature.
 - iii) That the contractor is not treated as commission agent.
(Authority Rly. Board's letter No. E(LL)2005ATCNR /16 Dt. 29-8-06 at Annexure 'A')
17. Though all the guideline/specification issued by Rly. Board/NWR/Code/Manual are followed in issuing this NIT. However in case of any deviation if noticed in guideline/Circular/Provision/Specification than original Circular/Specification/Guideline as available on the date of issue of this NIT will prevail.
18. **Penalty Condition:** (i) If the firm fails to complete the work within the stipulated time i.e within 07 days of the date coach is offered by railways (telephonically/through message) for the above work. Penalty of Rs.1,000/- (Rupees One Thousand) shall be imposed per day per coach by Railways for any delay in work. The said penalty is not applicable if the delay is caused due to Railways. (ii) If any item is damaged by contractor during the execution of the work, Penalty of an amount equivalent to Rate (as per Purchase Order) of that item will be imposed. (iii) During Maintenance/Guarantee/Warranty Period if complain is not attend by contractor within a period of two days then thereafter a penalty of Rs. 1000/- per complain per day will be imposed.
19. The Jurisdiction for legal matters shall remain restricted to competent court in Ajmer and High court of Rajasthan in Jaipur.

“ANNEXURE - I”
(Para 20.2 of Section IV)

(TENDERER’S BANK & PAN DETAILS)

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/JV)	:	
5.	Bank account details of the firm i.e. Account No., name of bank and bank specific code number (MICR &IFSC) to facilitate electronic payment		
6.	Detail of PAN of the firm		

Date:

Signature of Tenderer/s with Seal

“ANNEXURE -II”**[Para 10.1 of Section II, (Second Sheet)]**

Details of works of similar nature physically completed in all respect as per contract agreement in last three and current financial year as on date.....

S N	Name of work	Name of organization for whom work physically completed	Type of organizatio n for whom work executed	Contr act Agree ment No. & Date	Orig inal valu e of cont ract agr ee me nt	Final valu e of cont ract as com plete d	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 comple tion	
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) Certificate from Private individual for whom such works are executed shall not be Considered for eligibility of tenderers.
- (iii) The tenderers should attach self attested copy of certificate issued by the organizations for whom the work was carried out in the proforma as per Annexure-III A.
- (iv) Not more than five certificates should be attached.
- (v) In column 4 type of organization is to be mentioned viz Central/ State Governments/Public Sector Undertaking/Public Funded Institutions/Municipal Bodies/Railways Siding owners/Concessionaire.

“ANNEXURE-III(A)”
[Para 10.1 of Section II, (Second Sheet)]

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. (i)	Name of Firm with address	
(ii)	In case of JV..... Name and % share of individual firms.	
4.	Original value of contract agreement.	
5.	Final value of contract as completed. (if final bill paid)	
6.	Date of award of contract	
7.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
8.	If yes, then actual date of physical completion.	
9.	Total payment made in above contract till the date of opening of present tender.	
10.	In case of composite work: Component of payment made in respect of similar nature of work e.g. earthwork /Track/Bridges etc. (as defined in eligibility criteria) out of the total payment made under Sr. No. 9 above.	

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 Bid Security and other action including penal action (Annexure-A).

(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. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under 10.1 (a) of Instructions to tenderers and conditions of tender.

(iv) Above format is for guidance only. Any certificate containing information asked for shall be considered.

“ANNEXURE-III-(B)”
[Para 10.1 of Section II, (Second Sheet)]

COMPLETION CERTIFICATE
(If the work is awarded by Concessionaire)
Name of Concessionaire
Address and Contract details i.e. Phone No. FAX, e-mail.

Letter No. _____ Date :-.....

1. (i)	Name of work / Project executed by the Concessionaire	
(ii)	Name and Address of Authority which awarded work to the Concessionaire.	
(iii)	Name of work awarded by the Concessionaire to the firm.	
2.	Contract Agreement No. & Date executed between Concessionaire and the firm.	
3. (i)	Name of Firm with address	
(ii)	In case of JV..... Name and % share of individual firms.	
4.	Original value of contract agreement.	
5.	Final value of contract as completed. (if final bill paid)	
6.	Date of award of contract	
7.	Has the work physically been completed in all respect as per contract agreement?	(Yes / No)
8.	If yes, then actual date of physical completion.	
9.	Total payment made in above contract till the date of opening of present tender.	
10.	In case of composite work: Component of payment made in respect of similar nature of work e.g. earthwork /Track/Bridges etc. (as defined in eligibility criteria) out of the total payment made under Sr. No. 9 above.	

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 of Authorized Person of the
Concessionaire with Seal and
Mobile No. of Issuing Person.

Note:-

- (i) Submission of false certificates by tenderer shall lead to, forfeiture of Bid Security and other action including penal action (Annexure-A).
- (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. 9/ Sr. No. 10) will be considered as value of completed work for the purpose of eligibility under Para 10.1 (a) of Instructions to tenderers and conditions of tender.
- (iv) Above format is for guidance only. Any certificate containing information asked for shall be considered
- (v) An self attested copy of LOA and concessionaire agreement executed between concessionaire & Authority at Sr. No 1 above shall be submitted along with this completion certificate.

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“ANNEXURE-IV”**LIST OF AWARDED WORKS UNDER EXECUTION**

Sr. No	Name of work	Organizatio n for whom work is being done	Date of award of contract	Contract Agreem ent No &Date	Contract Value	Value of balance work yet to be done	Schedule of completion	
							Date of Commence ment	Expected date of completion
1	2	3	4	5	6	7	8	9
1								
2								
3								

Date:-----

Signature of Tenderer/s with seal

“ANNEXURE V”**[Para 11 (iv) of Section II, (Second Sheet)]****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 . 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 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)

Place:

Dated:

SEAL AND SIGNATURE
OF THE TENDERER

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

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“ANNEXURE V(A)”
[Reference-Para 6.1 of ITT]

(This certificate is to be given by attorney/authorized signatory/each member of Partnership firm/Joint venture (JV) /Hindu undivided family (HUF)/Limited liability partnership (LLP) etc.)

I/We.....(Name), attorney/authorized signatory of the.....(Constituent firm/constituent partner) and member/partner of the.....(tendering firm) hereby solemnly affirm and state as under:

1. I/We certify that.....(constituent firm/constituent partner) is/are not 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.
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:

“ANNEXURE-VI”**[Para 11 (iii) of Section II, (Second Sheet)]****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				

Signature of Tenderer/s
Dated:-----

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 Dy.CEE(W) Ajmer,

North Western Railway Railway,

Beneficiary: Dy.F.A.&CAO (W&S) Ajmer, N.W. Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- (Designation & address of Contract

Signing Authority), Railway, (hereinafter called "The Railway")
having

invited the bid for _____ through Notice inviting tender (NIT)

No. _____, We have

been informed that [Insert name of the Bidder]..... (hereinafter called "the Bidder")

intends to submit its bid (hereinafter called "the Bid") .

WHEREAS, the Bidder is required to furnish Bid Security for the sum of [Insert required Value of

Bid Security], in the form of Bank Guarantee, according to conditions of Bid.

AND

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

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

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and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.

6. This guarantee will remain valid and effective from.....[insert date of issue]till[insert date, which should be minimum 90 days beyond the expiry of validity of Bid].

Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.

7. The Bank Guarantee is unconditional and irrevocable.

8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.

9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.

10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE - SBIN000RAIL

IFSC TYPE - BRANCH

BANK NAME - STATE BANK OF INDIA

BRANCH NAME - RAIL

CITY NAME - NAVI MUMBAI

ADDRESS - SECTOR-11, CBD BELAPUR, NAVI MUMBAI

DISTRICT - NAVI MUMBAI

STATE - MAHARASHTRA

BG ENABLED – YES

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 with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney]No.

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

Annexure –VII
[Para 10.2 of Section II, (Second Sheet)]

Reference -Para 10.2 & 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-VIII”
[Para 14 (ii) of Section II, (Second Sheet)]

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:-

- ☐ 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. Affidavit shall be affirmed before the Notary Public.

"ANNEXURE-IX"**(Para 17.6 of Section II, (Second Sheet))****MEMORANDUM OF UNDERSTANDING FOR JV**

(The memorandum of understanding shall be submitted in following format on the non judicial stamp of Rs.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 2nd constituent and address) represented by Shri as the second party and so on 3rd, 4th & 5th subsequent parties (the expression and words of first and second and other shall mean and include their heirs 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.

AND WHEREAS 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.
- ☐ 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).
- ☐ 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.
- ☐ 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.
- ☐ 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.
- ☐ 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.
- ☐ That we all the Joint Venture members authorize M/s 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.
- ☐ 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.
- ☐ 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.
- ☐ 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.

"ANNEXURE-X"
(Para 17.12 etc. of Section II(Second Sheet))

"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 athereby give our consent on behalf of
 M/s.....(Indicate name of firm) in favour of 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.
4.
5.

Place.....

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.

“ANNEXURE-XI”
{Para 14 of Section II (Second Sheet)}

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 Sh.....S/o Shriage..... (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 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-XII”
{Para 14 of Section II (Second Sheet)}

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.

- ☐ To appear before office of North Western Railway related to the process of tendering for the above said tender.
- ☐ To procure/download the tender documents for the above said tender.
- ☐ To sign the above said tender documents and submit the offer to North Western Railway.
- ☐ 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 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.....)

DATE

Place

Seal of Firm

Executants Partner
(Name & signature)

1.....

2.....

3.....

4.....

5.....

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-XIII”
{Para 14 of Section II (Second Sheet)}

SPECIAL POWER OF ATTORNEY

(For Sole Proprietor Firm only)

BE IT KNOWN to me 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 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.

- ☐ To appear before office of North Western Railway related to the process of tendering for the above said tender.
- ☐ To procure/download the tender documents for the above said tender.
- ☐ To sign the above said tender documents and submit the offer to North Western Railway.
- ☐ To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.

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.

I further state that if my 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.....)
of sole proprietor)

(Name & signature

DATE

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 duly attested by Notary Public.

"ANNEXURE-XIV"**{Para 14 of Section II (Second Sheet)}****SPECIAL POWER OF ATTORNEY****(For Limited companies only)**

BE 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.

- ☐ To appear before office of North Western Railway related to the process of tendering for the above said tender.
- ☐ To procure/download the tender documents for the above said tender.
- ☐ To sign the above said tender documents and submit the offer to North Western Railway.
- ☐ To attend meetings and submit clarifications including negotiations, if any, called by North Western Railway.

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.

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 Shri.....)Authorized signatory of the firm

DATE

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 duly attested by Notary Public.

“ANNEXURE-XV”**(Wherever prescribed in Tender Document)****MODEL FORM OF BANK GUARANTEE BOND FOR PG****Dy.FA&CAO(W&S)/NWR/Ajmer**

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 LOA/Agreement dated ----- made between ----- and **Dy.CEE(W)/All, NW Railway** for ----- (hereinafter called “the said Agreement”), of security deposit for the due fulfilment 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 Ajmer i.e. (name, address and branch code of local branch at Ajmer) 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 Ajmer i.e. (name, address and branch code of local branch at Ajmer) 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 Ajmer i.e. (name, address and branch code of local branch at Ajmer) 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 Ajmer i.e. (Name, address and branch code of local branch at Ajmer) 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 Ajmer i.e.
(Name, address and branch code of local branch at Ajmer)

“Annexure-XVI”
(Para 6.3.3 of Section IV)

INDEMNITY BOND

Indemnity Bond for safe custody of Railway materials to be supplied to
 M/s. _____ under Tender no. _____.

We, M/s. _____ (hereinafter called the Contractor) do hereby undertake that we shall hold in our custody for and on behalf of the President of India acting in the premises through the General Manager, Western Railway or for him all Railway materials which have been handed over to us against the contract for Tender no. _____ dt. _____ for the work of “_____” by the Railway for the purpose of execution of the said contract until such time the materials are duly installed and/or erected or otherwise handed over to the Railway.

We shall be entirely responsible for the safe custody and protection of the said materials against all risk till they are duly delivered as installed and/or erected equipment to the Railway or as directed otherwise and shall indemnify the Railway against any loss, damage or deterioration whatsoever in respect of the said materials. The said materials shall at all time be opened to Inspection by any Officer authorized by the General Manager, North Western Railway or his nominee.

Should any loss, damage or deterioration of materials occur or surplus materials disposed off and a refund becomes due, the Railway shall be entitled to recover from us the full cost and compensation determined in terms of the contract for such loss or damage, if any, along with the amount to be refunded without prejudice to any other remedies available to him by deduction from any sum due or any sum which at any time thereafter becomes due to us under the said or any other contract.

In the event of any loss or damage as aforesaid the assessment of such loss or damage and the assessment of the compensation therefore would be made by the President of India acting through the General Manager, Western Railway or his authorised nominee shall be final and bind upon us.

Signed at _____

on this day of _____

Signature of Witness: _____

for & on behalf of _____

M/s. _____

Name of Witness in

BLOCK LETTERS

ADDRESS:

Tender No. EL-50-05-2026-27

“Annexure-XVII”
Reference Para 16.(4)

Insurance surety Bond for Performance Security

Name of the issuer of surety bond :

President of India,
 Acting
 through.....,

 Railway.

Date:.....

Surety Bond No.:
 Amount of Bond:

Issue Date:
 Expiry Date:

WHEREAS, In consideration of the President of India acting through
 (Designation & address of contract signing authority),.....railway,.....,
 (hereinafter called “The Railway”) having accepted the bid of M/S XXXXX hereinafter called the contractor,
 for the work of XXX under invitation for bids No XXXXX Dated XXXXX, Vide Letter of Acceptance
 No.....

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of ₹. XXXXX (Rupees
 XXXX Only), in the form of Surety Bond, being a condition precedent to the signing of the contract
 agreement.

Tender No. EL-50-05-2026-27

SB No.

Date:

WHEREAS, we, _____, (Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/s. XXXXX contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of **XXXX (Rupees XXXX Only)** as above stated.
2. The Surety 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 Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [*insert date of issue*]. The Bond and our obligations under it will expire on XXXX (*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.

Tender No. EL-50-05-2026-27

14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed **XXXX (Rupees XXXXX Only)**.
- b. This Surety Bond shall be valid up to **XXXX (being the date of expiry)**;
- c. Unless the bank is served a written claim or demand on or before **XXXX [date of expiry]** all rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the Surety.

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to
[customer.care@sbgeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be deleted from the final document.]

Tender No. EL-50-05-2026-27

Annexure – A
[Para 11 (iii) of Section II, (Second Sheet)]

List of Plants & Machinery available on hand and proposed to be inducted (Own and hired to be given separately) for the subject work

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

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.

Signature of Tenderer/s
Dated:-----

Annexure-B

{Para 10.3 of Section II (Second Sheet)}

TENDERER'S CREDENTIALS (BID CAPACITY)**NW 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:. 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 works 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

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/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, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

Special Conditions for option to take payment from Railway through letter of Credit (LC) in Works Tenders or Service Tenders

(1) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the **option to take payment from Railway 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 the 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 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.

(a) SBI, New Delhi, main Branch will be the nodal branch for issue of LC's based on online request received from railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts office has its Account (local SBI branch) will be the issuance/reimbursing branch 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 Railways 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 2) 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.

Tender No. EL-50-05-2026-27

(h) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.

(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 w.r.t. 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.

For opening of LC, executive department shall make a request letter to concerned Accounts department on a format, placed at Annexure – 1

(Authority Railway Board Letter No. 2018/CE-1/CT/9 dt. 04.06.2018)

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Annexure - 1

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

No.

Office of -----Railway

Dated _

The Dy. FA&CAO(W&S)/AJMER

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
- (ii) Vendor Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stages of payment
- (ix) Expected payment within 6 months (LC Amount)
- (x) 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 _

{xi) validity/Period for which LC is to be opened*(Signature)**Name -**Designation-**Official Seal*

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Annexure - 2

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 supply/ work ofDESCRIPTION OF GOODS/WORK FROM
 IREPS).....

The beneficiary of the aforementioned Letter of Credit M/S(NAME AND VENDOR
 CODE:). (Vendor Codeas per IRPES.....) is entitled to receive
 payment, aggregating INR (FROM ABSTARCT OF BILL PASSED) out of a 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 or payments already made to the beneficiary under this Letter or Credit are as follows:

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

This Payment :

LC Balance after this payment

(Signature of authorized railway authority)

Name -

Designation-

Official Seal

-End of document-