



TENDER DOCUMENT

FOR
TENDER NO. ETrU-T-07-2026-27
DUE ON
09.07.2026 AT 15:00 HRS.

FOR THE WORK OF
“Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division.”

QUANTITY	=	As per Schedule
COMPLETION PERIOD	=	08 Months
ADVERTISED VALUE	=	₹ 1,33,68,240.40
EARNEST MONEY/BID SECURITY	=	₹ 2,67,400.00
COST OF TENDER FORM	=	Nil for downloading from IREPS portal & ₹ 5,000.00 for obtaining from Sr. DEE/TRD/UMB office

Web site: - www.ireps.gov.in



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STANDARD GENERAL CONDITIONS OF CONTRACT
Standard Bid Conditions of Contract Part-II of GCC 2022 & latest advance correction slips will be applicable on the SBD. # Content of the same may be downloaded from Railway Board's website www.indianrailways.gov.in/railwayboard



DISCLAIMER

The information contained in this tender document or subsequently provided to the Tenderers, whether verbally or in documentary form by or on behalf of the Northern Railway, their employees, is provided to the Tenderers on the terms and conditions set out in the tender document and all other terms and conditions subjected to which such information is provided.

The purpose of the tender document is to provide the Tenderers with information to assist in the formulation of their Proposal. The tender document does not purport to contain all the information for all the persons, and it is not possible for Northern Railway, their employees to consider the business/investment objectives, financial situation and particular needs of each tenderer who reads or uses this tender document. Each tenderer should conduct its own investigations, inspection and analysis, and should check the accuracy, reliability and completeness of the information in the tender document and wherever necessary obtain independent advice from appropriate sources. Northern Railway, their employees make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the tender document.



PART-I

REGULATIONS FOR TENDERS AND CONTRACTS

FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS

1.0 MEANING OF TERMS

1.01 **Applicability:** These instructions and Conditions of Contract shall be applicable for all the tenders and Contracts of Railways for execution of Works as defined in GFR 2017.

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

- i. Letter of Award /Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

1.1 **Interpretation:** These instructions to Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract-2022 (path <http://www.indianrailways.gov.in/railwayboard>>> “About Indian Railways” >> “Railway Board directorates” >> “Civil Engineering” >> “IR General Conditions of Contracts” >> “IR General Conditions of Contract, 2022”) which are referred to herein and shall be subject to modifications additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 **Definition:** In these Regulations for Tenders and Contracts the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) “**Railway**” shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- (b) “**General Manager**” shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include Addl. General Manager, the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- (c) “**Chief Engineer**” shall mean the Officer in charge of the Engineering Department of Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) “**Divisional Railway Manager**” shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- (e) “**Engineer**” shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief



Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successors Railway.

(f) **"Tenderer"** shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their personal representatives, successors and permitted assigns.

(g) **"Limited Tenders"** shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.

(h) **"Open Tenders"** shall mean the tenders invited in open and public manner and with adequate notice.

(i) **"Works"** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.

(j) **"Specifications"** shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) **"Standard Schedule of Rates (SSOR)"** shall mean the schedule of Rates adopted by the Railway, which includes-

1. "Unified Standard Schedule of Rates of the Railway (USSOR)" i.e. the Standard Schedule of

Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

2. "Delhi Schedule Of Rates (DSR)" i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) **"Drawings"** shall mean the maps, drawings, plans and tracings or prints thereof annexed to the Tender Forms.

(m) **"Contractor's authorized Engineer"** shall mean a graduate Engineer having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(o) **"Bill of Quantities"** shall mean Schedule of Item(s) included in the tender document along with respective quantities.

1.3 Singular and Plural: -Words importing the singular number shall also include the plural and vice versa where the context requires.

2.0 Tender for Works: -Tender Form: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. E-Tender Forms shall be issued free of cost to all tenderers on IREPS.

2.1 e-Publishing: Tender notice and Tender Documents for open Tenders are being published on Northern Railway website www.nr.indianrailways.gov.in/www.ireps.gov.in for general information purpose in terms of Railway Board letter no: 2014/CE-I/WP/5 Dated: 05.02.2016 & 18.10.2016.

2.2 Validity of Tender: Tender must be open for the period as mentioned in cover letter of Tender Document. Validity of tender for single packet=60 days & for two packet system =90 days. Further extension to the validity of tender shall be decided mutually.

2.3 Amendment of Tender Document: Before the deadlines for the submission of Tender Document, Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderers are advised to down load Tender Documents well in advance to submit the Tender before the stipulated time. However, it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on web site and same shall be taken in to account while submitting the Tender. Tenderer shall down load corrigendum (if any) print it out, sign and attach it with main Tender Document. **Railway will not be responsible for any network error or internet connection as there would be sufficient time to submit the tender through e-Tendering.**

3.0 Care in Submission of Tenders:

(a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms



are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a) (iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (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.

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

- 3.1 Tenderer Constitution and requirement of Authorize Signatory:** The tenderer/s who are constituents of firm, company, Joint Venture (JV) association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender form 3 of Tender Document. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, JV association or society as the case may be). The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the award of the contract. **Para 5 of Annexure VIII** specifies the action to be taken in such matters. The cost of such action, including legal advice will be chargeable to the Tenderer/ contractor. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **(Please refer Para 3.7 and Annexure VIII also).**
- 3.2 Cost of Tender Document:** e-Tender Forms(document) shall be issued free of cost to all tenderers. **However, if Tender documents obtained from Sr DEE/TRD/UMB's office the cost will be ₹ 5,000 for this tender as per Railway Board's guidelines.**
- 3.3 Bid Security:**
- 3.3.1** (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note :

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- Note:** - Bid Security will be acceptable online through net banking or gateway payment only in favour of Sr. DFM/NR/UMB Division or FA&CAO/NR. The cost of tender document is not refundable and should not be included with Bid Security.

(b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.

(c) If his tender is accepted, this Bid Security mentioned in sub para 3.3.1(a) above will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract 2022 PART -II. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

(d) In case, contractor submits the term deposit receipt/bank guarantee bond towards full security deposit, the railway shall return the Bid Security so retained to the contractor.

(2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The



Bank Guarantee bond shall be as per **Annexure-VIIA** and shall be valid for a period of 90 days beyond the bid validity period.

(3) In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
- ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for submission of bids **(i.e. excluding the last date of submission of bids)**.
- iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
- iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
- v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
- vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **"Bid for the ***** Project"** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
- vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
- viii. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

3.4 Similar Nature of Work: - The Similar nature of work should be defined in tender notice & Section 3 of Tender Document in accordance with the **Dy. CEE/TRD letter no. 181-Elect/TRD/189/Pt. II Dated 29.07.2021 with all updation list or as amended from time to time.** The Similar Nature work is, " **Design, supply, erection, testing & commissioning of 50Hz, single phase 25 KV AC OHE**".

3.5 Eligibility Criteria: The Tenderer will be required to meet the following eligibility criteria for which credentials to be submitted by Tenderer, along with Tender Documents

3.5.1 Minimum Eligibility Criteria: Tenderer shall have a valid Electrical Contractor's License issued in the name of the firm by any State Government and shall furnish all the particulars of the Electrical license held by him along with the tender documents.

- a. The successful tenderer shall furnish the names and particulars of supervisor and workmen to be engaged for carrying out this work.
- B. By a Gazette notification, Govt. of India has appointed Chief Electrical Engineer, Northern Railway to be the Electrical Inspector and has directed that he shall exercise the powers and perform the functions of an Electrical Inspector under the Indian Electricity Act 1910. The inspecting officers for this contract shall be nominated by the Railways as indicated in the technical specification.

3.5.2 Technical Eligibility Criteria:

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:
Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
- (b) (i) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed any of the



following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

Note for b(1) : Separate completed works of minimum required values for each component shall also be considered for fulfillment of technical eligibility criteria for different components.

(b) (ii) In such cases, what constitutes a component in a composite work shall be clearly predefined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of Part-II of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

i) The Contractor shall not sub- contract the Works comprising more than 40% (forty per cent) of the Contract Price and shall carry out Works for at least 60% (sixty per cent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purposes of computing the value of sub-contracts under this Clause 3.2.1, the Contract Price shall exclude any sub-contract for the procurement of goods and equipment like [rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment]. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contractor. {The Parties agree that works equal to at least 30% (thirty per cent) of the Contract Price shall be discharged solely by the Lead Member.}\$

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.

ii)The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be subletted, in last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

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

Note for Item 3.5.2:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by



Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

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

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

3.5.6 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 for the relevant date. 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.

[Explanation for clause 3.5 including clause 3.5.1 to 3.5.6 - Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.

3. If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.

4. In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.



In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 3.5.2 Para 3.5 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

6. In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

7. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of 0.3×0.2 * value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

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

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

3.6 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 / HUF etc. The tenderer(s) shall enclose the self-attested copies of the constitution of their concern, Partnership Deed and



copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.

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

- 3.6.1 Sole Proprietorship Firm:** All documents in terms of explanatory notes in clause 3.5 in Tender document.
- 3.6.2 HUF:** (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
(ii) All other documents in terms of explanatory notes in clause 3.5 above.
- 3.6.3 Partnership Firm:** (i) The tenderer shall submit documents as mentioned in Annexure-VIII of the Tender Form (Second Sheet).
- 3.6.4 Joint Venture (JV):** The tenderer shall submit documents as mentioned in Clause 3.7 of the Tender Form (Second Sheet).
- 3.6.5 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 of explanatory notes in clause 3.5 above.
- 3.6.6 LLP (Limited Liability Partnership):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with the tender:
(i) A copy of LLP Agreement
(ii) A copy of Certificate of Incorporation
(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
(iv) An undertaking that the LLP is not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of opening of bids, either in individual capacity or as a member of JV in which the LLP was / is a member. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the General Conditions of Contract.
(v) All other documents in terms of explanatory notes in clause 3.5 above.
- 3.6.7 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 explanatory notes in clause 3.5 above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
- (v) A tender from JV shall be considered only where permissible as per the tender conditions.



- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

3.6.8 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.

3.7 Joint Venture (JV): Guidelines regarding for Participation of Joint Venture Firms in Works Tender are as detailed below and as amended from time to time.

This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board from time to time. **(The JV firms are allowed to participate only in the tenders of value more than Rs.10 crores).**

- (i) Separate identity/name shall be given to the Joint Venture.
- (ii) 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%.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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
- (vii) Once the tender is submitted, the MoU shall not 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.
- (viii) Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not be allowed to be modified after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get



- vitiated. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- (ix) Similarly, after the contract is awarded, the constitution of JV shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- (x) 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.
- (xi) 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 of 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:
- (xi) (a) 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.
- (xi) (b) 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.
- (xi) (c) Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (xii) 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.
- (xiii) 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.
- (xiv) Documents to be enclosed by the JV along-with the tender:
- (xiv) (a) 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 favor 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.
- (b) 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 he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
- (c) 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.
- (d) 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.
- (e) 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.
- (F) **All other documents in terms of explanatory notes in clause 3.5 above.**
- (g) 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.
- (xv) Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfillment of the following criteria:
- (xv) (a) Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):
- (A) For Works without composite components
The technical eligibility for the work as per para 3.5.2 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 3.5.2 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 each component of work as per para 3.5.2 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 3.5.2 above, shall be satisfied by either the 'JV in its own name &



style' or 'any member of the JV'.

Each other (non-lead) member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 3.5.2 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note:

- (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.*

(xv) (b) Financial Eligibility Criteria:- The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 3.5.3 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 3.5.3 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.

Bid Capacity: -The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 3.5.4 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement. **(i) If it is NOT mentioned in the submitted tender** that tender is being submitted on behalf of / by a Sole Proprietorship Firm/ Joint Venture/ Registered Company etc. then tender shall be treated as having been submitted by the individual who has signed the tender.

(ii) 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.

(iii) A tender from JV/ Consortium/ Partnership Firm etc. shall be considered only where permissible as per tender conditions.

(iv) The Railway will not be bound by any Power of Attorney granted by the tenderer or by change 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 tenderer/contractor

(v)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 Northern Railway Standard Tender Document-2022 through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly GCC April 2022 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, 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

(a) *Appostille certificate.*

3.8 Test of Responsiveness: Railway will determine whether each such proposal is 'responsive to the requirement of the Tender Documents. A Tender/Proposal shall be considered 'responsive' if only:

- (i) Tender Document accompanied with required Bid Security.
- (ii) Tender Document accompanied with cost of Tender Document, if applicable.
- (iii) Tender Document accompanied with Power (s) of Attorney (ies).
- (iv) Cover Letter (Tender Form-1) been signed by Authorized Signatory.
- (v) Tender Documents shall be submitted in bound and sealed condition (in exceptional cases where manual tendering is being adopted)

Tenderer may please note that tender not accompanying Item (i) & (ii) above shall be summarily rejected. Any of the above criteria is not fulfilled, in any manner what soever, the Tender shall be treated as non-responsive. The Decision of Railway Administration on the responsiveness of Tender shall be final, conclusive and binding on the Tenderer and shall not be called into question by any Tenderer on any ground whatsoever. Any Tender which is not responsive shall be rejected.

3.9 Conflict of Interest:

- (1) Railway Administration considers "**Conflict of Interest**"; to be a situation in which party has interests that could improperly influence the Tendering process or that party's Performance of official duties or Responsibilities, Contractual Obligations or Compliance of applicable laws and regulations. Any Tenderer(s), which in the opinion of Railway Administration has or may have the likelihood of a conflict of interest, **shall be disqualified**. Without limiting the generality of the above, a Tenderer shall be considered to have a conflict of interest that affects the Tendering process, if;
 - (a) Such Tenderer, its Member (In case of Partnership firm) or any of its Constituents and any other Tenderer for the same work, its Member or any of its constituents have cross ownership interest; provided that this disqualification shall not apply in case the direct or indirect ownership/Shareholding (of paid up and subscribed shares) of a Tenderer, its Member or any of its constituent in the other Tenderer, its Member or any of its constituent is less than 10% (Ten percent); or
 - (b) Such Tenderer or a Member of such Tenderer is also a member of another Tenderer for the same work; or
 - (c) Such Tenderer has the same authorized Signatory/ representative for a tender as any other Tenderer for the same work; or
 - (d) Such Tenderer, its member or any of its Constituent has participated as consultant to Railway in the preparation of any document, design or technical specifications for the same work; or
 - (e) If legal, financial or technical advisor of Railway for the same work is or has been engaged by Tenderer, its member or any of its Constituent in any manner for matters related to or incidental to the same work during or prior to the Tendering process up to the signing of Agreement; or
 - (f) Such Tenderer, its Member or any of its Constituent and the consultant of Railway for the same work, its Member or any of its Constituent have cross ownership interest; provided that this disqualification shall not apply in cases the direct or indirect ownership/ shareholding (of its paid up and subscribed shares) of a tenderer, its Member or any of its Constituents in the consultant of Railway for this work, its Member or any of its Constituent, or vice versa, is less than 10% (ten percent); or
 - (g) Such Tenderer, its member or any Constituent thereof received or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer for the same work, its member or Constituent, or has provided any such subsidy, grant concessional loan or subordinated debt to any other Tenderer for the same work, its member or any Constituent thereof; or
 - (h) Such Tenderer, or any Constituent thereof, has a relationship with any other Tenderer for the same work, or any Constituent thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Tender of either or each other for the same work.
- (2) Disqualification specified under sub clause **3.9.1 (a) to (h)** shall not apply to the Tenderer or its Member of both Public and Private unless and until such Tenderer or its Member is a Constituent of another Tenderer or its Member or Railway Consultant for the same work.



- i. Tenderer/ Each Member of the firm shall submit the following documents on the basis of which it has arrived at the conclusion that it does not have any Conflict of interest:
- ii. List of Constituents along with their shareholding and registered office address;
- iii. The details of each of shareholders holding more than 10% in the firm, each of its members and their Constituents;
- iv. A chart showing the relationship of the Tenderer/Members of the firm with their respective constituents.
- v. Notwithstanding anything contained herein above, Railway may, after opening of Tender, seek a reconfirmation that there is no conflict of interest among the Tenderer, Members and / or Constituents of the Tenderer/ Members of the firm, within a period to be stipulated by Railway. Railway will also seek reconfirmation from its legal, financial or technical advisors that there is no conflict of interest with Tenderers.

3.10 Fraud & Corrupt Practice:

- 3.10.1 The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the Tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, Railway shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, Railway shall forfeit and appropriate the contract security or Performance Guarantee as the case may be, as mutually agreed genuine pre-estimation compensation and damage payable to Railway towards, inter alia, time, cost and effort of Railway, without prejudice to any other right or remedy the amount may be available to Railway hereunder or otherwise.
- 3.10.2 Without prejudice to the right of Railway hereinabove and the rights and remedies which Railway may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by Northern Railway during a period of 02 (Two) years from the date such Tenderer, Member or Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.**
- 3.10.3 For the purposes of this clause, the following terms shall have the meanings hereinafter respectively assigned to them;
- (i) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of in respect of any matters relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of Railway in relation to any matter concerning to work.
 - (ii) **“Fraudulent practice”** means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;
 - (iii) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Tendering process;



- (iv) **“Undesirable Practice”** means establishing contract with any person connected with or employed or engaged by Railway and/ or the Ministry of Railways and / or any Ministry or Department, Authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and
- (v) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair completion in the Tendering process.

3.11 **Confidentiality:** Information relating to the examination, clarification, evolution and recommendation for the Tenderer shall not be disclosed to any person, who is not officially concerned with the process or is not retained professional advisor Advising Railway, in relation to, or matter arising out of, or concerning the Tendering process. Railway will treat all information submitted as part of the Tender, in confidence and will require all those who have access to such material to treat the same in confidence. Railway may not divulge any such information unless it is directed to do so by a Court of Law and/ or any statutory entity that has the power under Law to require its disclosure.

3.12 **Employment/Partnership etc. of Retired Railway Employee:**

(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 a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- (c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than



1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 3.12.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.

3.13 Miscellaneous: The Tendering process shall be governed by and construed in accordance with the Laws of India and the Courts at Saharanpur shall have exclusive jurisdiction over all disputes arising under pursuant to and/ or in connection with the Tendering process.

Railway in its sole discretion and without incurring any obligation or liability reserves the right at any time to;

- (i) Suspend or cancel the Tendering process and /or amend and/ or Supplement the Tendering process or modify the dates or other terms & condition relating thereto;
- (ii) Consult with any Tenderer in order to receive clarifications or further information;
- (iii) Retain any information and /or evidence submitted to Railway by, on behalf of, and/ or in relation to any Tenderer, and / or.
- (iv) Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Tenderer.

3.13.1 No Tenderer should tender for the work for speculative purposes. Once the Tender Documents is submitted, no change shall be permitted in the equity participation in the work of the Tenderer or Member of the firm except as expressly otherwise provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

3.13.2 No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.

3.13.3 For the sake of clarity, the Tenderer (s) may note that in case there are any obligation (s) or condition (s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/ or obligations should be read in conjunction with each other and all of them have to be fulfilled.

3.13.4 It shall be deemed that by submitting the Tender, the Tenderer agrees and releases Railway, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against Railway, its employees, agents, consultants and advisers.

3.13.5 The Tender Documents including all attached documents are and shall remain the property of Railway and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Tenders. Railway will not return any Tender or any information provided to it by the Tenderers.

3.14 Preparation & Submission of Document: The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the Tender is submitted no Tenderer will be permitted to withdraw his/their Tender on the ground of any alleged defect in the site or its conditions.

All the contents of the Tender should be typed or hand written in indelible blue ink and signed by Tenderer/authorized signatory of the Tenderer who shall also initial each page in blue ink. The Tenderer requirement in the Tender, for authorizing the signatory to commit the Tenderer. The power of attorney must include the specimen signature of the authorized signatory duly attested by authorized person under applicable laws.

3.15 Credential/ Approved list of contractors:

3.15.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For



this purpose, list of approved contractors shall be maintained in the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc.

A Contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction)/ Chief Administrative Officer (Construction)/ Principal Chief Engineer/Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer and Principal Chief Electrical Engineer, Divisional Railway Manager, furnishing particulars regarding:

- (a) his position as an independent contractor specifying Engineering organization available with details or Partners / Staff / Engineers employed with qualifications and experience;
- (b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm, with details about the transport equipment's, construction tools and plants etc., required for the work maintained by him;
- (c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;
- (d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;
- (e) his ability to supervise the work personally or by competent and duly authorized agent;
- (f) his financial position;

3.15.2 An applicant shall clearly state the categories of works and the Area / Zone / Division(s) / District(s) in which he desires registration in the list of approved contractors.

3.15.3 The selection of contractors for enlistment in the approved list would be done by a committee for different value slabs as notified by Railway.

3.15.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

3.15.5 The list of approved contractors would be treated as confidential office record.

3.16 Tenderer's Credentials:

Documents testifying tenderer's 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 Northern 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 (Annexure – X). Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work (Annexure (IX).
- (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-XXIV. In addition to Annexure-XXIV, in case of other than Company/Proprietary firm, Annexure-XXIV (A) shall also be submitted by 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.
- (v) Railway reserved the right to verify all statements, information and documents submitted by bidder in each 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 obligation and 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 of evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
- (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.

Note: Non-compliance any of the conditions set forth therein above is liable to result in the tender being reject.

4.0 Consideration of Tenders: Similar Nature of Work physically completed within qualifying period as given in clause 3.5.1 of this tender document (even though the work might have been commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

4.1 Right of Railway to Deal with Tender: 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.

4.1.1 The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.

4.1.2 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.

4.1.3 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.

4.1A 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.

4.1B However, in case of tender more than Rs.10 crore two packet system of tender is to be adopted.

4.1C (i) Tenderer(s) shall upload two files/packets. File-I/Packet-I and File-II/Packet-II.

(ii) File-I/packet-I shall contain Technical Cum Commercial bid and all necessary documents regarding constitution of the firm and other requisite documents/credentials.

4.1.2 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.

4.1.3 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.

4.1.4 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.

- 4.1.5 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.
- 4.2 Opening of Tender:** E- tenders are opened after closing date and time of submission online bids on website www.ireps.gov.in through Digital Signature Certificate/Encryption Certificate of concern Authorized Officer of Railways on specified date and time. However, if date of tender opening is declared as Holiday, the tender will be opened at the same time on next working day.
- 4.3 Conditional offer and Alternative proposal by Tenderer:** Tenderers shall submit offers that fully comply with the requirements of the Tender documents including the conditions of contract, design and specification requirements if any. **Conditional offer or alternative offers will not be considered in tender evaluation and will be summarily rejected.** The Tenderer shall have no claims in this regard whatsoever.
"Any unconditional rebate offered by the tenderer should be mentioned on of 'Schedule of Quantities' specifically. To attract the rebate mentioned each page of schedule may refer the note for the conditional rebate mentioned in the end. Any rebate mentioned at any other place in tender document shall not be considered. The unconditional rebate mentioned in "Scheduled of Quantities" shall be considered while evaluation of bid."
- 4.4. Withdrawal of Offer:** No Tender offer can be withdrawn in the interval between the after due date & time of submission and expiration of the Tender validity period. Withdrawal of offer during this period shall result in forfeiture of Tenderer Bid Security in terms of Para 1242 of Engineering code Reprint 2012.
- 4.5 Omission, Discrepancies & Clarification:**
Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 4.6 Evaluation of Tender/ Bids:** - Eligibility proposals that are found to be responsive will be evaluated by Railway to check whether he/they meet the Eligibility Criteria as laid down in section 4.5(Tender form 4) of tender document. Thereafter declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by Railway. To facilitate evaluation Railway may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by Railway. Notwithstanding anything to the contrary contained in the Tender Documents. Railway may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservations.
"No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void."
- 5.0 Contract Document:**
- 5.1 Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer



(Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

5.1

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

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. 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.

(A) i)Refund of Security Deposit: 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.

(A) ii) Forfeiture of Security Deposit: 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.

(A)iii) No interest shall be payable upon the Earnest Money 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.



5.1

(B) Performance Guarantee

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 to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

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

- (b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the contract value **and** additional performance guarantee as per clause 5.1 (B) (h) in any form of following form:

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XXIX.

Note:

In case of 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 all 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.
- (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.
- (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 the GCC 2022.
- (iv) The format of Performance Guarantee is at Annexure – XXVI.

- (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%

- 5.2 Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

- (a) For Zone contracts, awarded on the basis of the percentage above or below the applicable Schedule of Rates for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, **Annexure-II**. During the currency of the Zone Contract, work orders as per specimen form **Annexures-III**, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form **Annexure- IV**.

- 5.3 Applicable charges/recoveries/Advance etc.:** Please refer to Annexure-XIII of Tender Document.

- 5.4 Special Conditions of Contract for mandatory updation of Labour data on Railway's shramikkalyan portal by Contractor.**

The special conditions are as under:

- A. Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages Act in terms of clause 54 and 55 of Indian Railways General Conditions of Contract 2022. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm/company etc. and upload requisite details of Labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done as under:
 - (a) Contractor shall apply onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
 - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LOAs issued in his favour.
 - (c) The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LoA)/Contract Agreements on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
 - (d) After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment them on shramikkalyan portal on monthly basis.
 - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.



- B. While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances or Performance Guarantee/Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indian railways.gov.in' till _____Month_____Year."

6.0 Applicability of part-II of GCC-2022:

"All Standard general Condition of Contract for use in connection with works contract will strictly be applied as per Part-II of Indian Railway Standard Conditions of contract (GCC-2022 i.e. Para 1 to 64(8) along with Annexures & Advance Correction Slips of GCC-2022)".



Annexure - I

Table of Contents of Tender Document

Section	Subject	Page No.
	Work Specific Tender Document Part-I	
	Mode of Tender (E-tender – One packet / two packet)	
1	Start of Tender Document (Tender Details)	
2	Copy of Tender Notice	
3	Scope of Work and Drawings	
4.1	Check List	
4.2	Tender Form-1 (Cover Letter)	
4.3	Tender Form-2 (General information of the Tenderer)	
4.4	Tender Form-3 (Power of Attorney)	
4.5	Tender Form-4(A)-Technical Eligibility&4(B)-Financial Eligibility)	
4.6	Tender Form-5 (Schedule of Rates and Quantities)	
	Work Specific Tender Document Part-II	
5.0	Technical Scope of work	
6.0	Special Conditions of Contract	
	Standard Documents applicable to all Tenders and Contracts	
1	General Conditions of Contract Part-I (GCC-Pt I) Instructions to Tenderer & Regulations	Note-I
2	General Conditions of Contract Part-II (GCC-Pt II)	
3	Indian Railways Unified Standard Specifications (Works & Materials) Volume I & II and USSOR	Note-II

Note - I: - GCC Pt-I and Pt –II along with latest correction slips are standard documents applicable to all contracts on Northern Railway. It can be obtained from the office of Tender Issuing Authority on payment of Rs.1000/- in the form of demand draft in favour of Sr. DFM /NR /UMB (Division) and does not include the cost of this Tender Document.

It is also available on Northern Railway website: www.nr.indianrailways.gov.in for general information purpose. However, in case of any discrepancy, the official printed copy of the document shall prevail.

Note –II: - Indian Railways Unified Standard Specifications (Works & Materials) Volume I & II and USSOR long with latest correction slips are standard documents applicable to all contracts on Northern Railway. It can be obtained from the office of Tender Issuing Authority on payment of Rs.1000/- each in the form of demand draft in favour of Sr. DFM /NR /..... (Division) and does not include the cost of this Tender Document.



NORTHERN RAILWAY

START OF DOCUMENT

SECTION 1: TENDER DETAILS
(TOP SHEET)

(A) Details to be filled in by Railway

1.	Mode of Tender	e-Tendering (one packet)
2.	Tender Notice No.& date	ETrU-T-07-2026-27, Date- 17.06.2026
3.	Tender No.	ETrU-T-07-2026-27
4.	Name of the Work	Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division.
5.	Approximate Cost of Work	₹ 1,33,68,240.40/-
6.	Period of Completion	08 Months
7.	Amount of Bid Security/ Earnest Money	₹ 2,67,400/-
8.	Tender Document can be obtained from website/office at	www.ireps.gov.in
9.	Last date and time of sale/downloading of Tender Document.	09.07.2026 up-to 15:00 Hrs.
10.	Due date & time of submission of Tender Document	09.07.2026 up-to 15:00 Hrs.
11.	Due date & time of opening of Tender*	09.07.2026 After 15:00 Hrs.
12.	Place of Opening of Tender Document.	Sr. DEE/TRD/UMB office, Ambala Cantt. (Through e-tendering)

NOTE: * If date of tender opening is declared as Holiday, the Tender will be opened at the same time on next working day.



(B) Details to be filled in by tenderer while uploading their offer:

1	Constitution of the firm/ Concern (Tick as applicable)	Sole Proprietorship/ Partnership Firm / Company/ JV/ Society
2	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society (as the case may be)	
3	Year of formation/ incorporation	
4	PAN No.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the Proprietor/ Partners/ JV members etc	



NORTHERN RAILWAY
Website: www.ireps.gov.in
SECTION -2 TENDER NOTICE

खुली निविदा सूचना संख्या- ETrU-T-07-2026-27

वरि. मंडल विद्युत अभियंता/ क.वि./ उत्तर रेलवे, अम्बाला छावनी द्वारा भारत के राष्ट्रपति की ओर से निम्नलिखित कार्यों के लिए ई-टेंडरिंग के माध्यम से निविदाये आमंत्रित करते हैं। इन निविदाओं को प्रत्येक कार्य के आगे दर्शाई गई तिथि को 15:00 बजे तक www.ireps.gov.in पर अपलोड किया जा सकता है। इनको 15:00 बजे के उपरांत तत्काल खोला जायेगा।

क्र.सं.	निविदा संख्या	कार्य का विवरण	निविदा बंद/ खुलने की तिथि	लगभग लागत	धरोहर राशि	कार्य पूरा करने की अवधि	वैधता अवधि	टेंडर फॉर्म की कीमत
1	ETrU-T-07-2026-27	अम्बाला डिवीज़न के अंतर्गत हिंडन केबिन से सनेहवाल सेक्शन में, 800 Amp सिंगल पोल आइसोलेटर के स्थान पर 1600 Amp सिंगल पोल आइसोलेटर लगाने का प्रावधान हेतु कार्य।	09.07.2026	₹ 1,33,68,240.40/-	₹ 2,67,400/-	08 महीने	60 दिन	Downloading through IREPS portal –NIL, (₹ 5,000/- Sr.DEE/TRD/UMB ऑफिस से हार्ड कॉपी के लिए)

- 1- निविदाकार को सभी जरूरी योग्यता दस्तावेज एवं PAN/GSTIN की Scanned Copies IREPS पोर्टल पर अपलोड करनी है।
- 2- निविदाकार के पास ई- निविदा में भाग लेने के लिए क्लास – III Digital Signature Certificate होनी चाहिए।
- 3- कार्य में GST, BOCWW, Income Tax एवं नियमानुसार आवश्यक टैक्स लागू होंगे।
- 4- कार्य में समिलर नेचर कंडीशन लागू हैं एवं इस प्रकार है: “Design, supply, erection, testing & commissioning of 50Hz, single phase 25 KV AC OHE”
- 5- टेंडर डॉक्यूमेंट एवं निविदा सूचना की विस्तृत जानकारी के लिए रेलवे वेबसाइट www.ireps.gov.in पर जाये।

(चंद्रकांत मूंगरे)

वरि.मंडल विद्युत अभियंता/क.वि.

उ.रे./अम्बाला छावनी

भारत के राष्ट्रपति के वास्ते एवं की ओर से



Critical Dates		
Code	Activity	Date
D0	Date of availability of tender document on www.ireps.gov.in .	17.06.2026
D1 = D0 + 8 days	Start of submission of offer on www.ireps.gov.in	25.06.2026
D2 = D0 + 22 days	<ul style="list-style-type: none">End of Availability of Tender Documents at www.ireps.gov.inOpening of tender/offer.	09.07.2026 09.07.2026
<i>The reference time for all the above activities is 15.00 hours.</i>		
NOTE: In case the intended date for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.		

(Tenderer should keep himself updated about the Tender amendments, Corrigendum, etc. by remaining in touch with the website. Further, NO changes should be made in the final amended Tender Document by the Tenderer)



SECTION 3: SCOPE OF WORK AND TENDER DRAWINGS

1.	Scope of Work	Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division.
2.	Location of Work	At electrified Hindon Cabin to Sanehwal section of Ambala Division.
3.	Approximate Cost	₹ 1,33,68,240.40/-
4.	Estimate No.	Sr. DEE/TRD/UMB's sanctioned estimate no. 230-Elect/TRD/UMB/25/013/2025-26 dated 19.03.2026 for amount ₹ 1,33,74,005/- (Project ID 05.01.36.25.3.50.020)
5.	Allocation	20367103
6.	Period of completion	08 Months
7.	Definition of Similar Nature of Work to be considered for the above work	"Design, supply, erection, testing & commissioning of 50Hz, single phase 25 KV AC OHE".
8.	Cost of work similar in nature to be considered for this Tender Rs.....Lacs	The tenderer must have successfully completed any of the following during last 07(seven) years, ending last day of month previous to the one in which tender is invited: Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or One similar work each costing not less than the amount equal to 60% of advertised value of the tender.
9.	Drawings and sketches duly approved by CA for the Tender	As per plan available with Divisional Office and with site Engineer.

SECTION 4.1: Check List as given in Annexure XXI.



Annexure-1

SECTION 4.2: COVER LETTER

TENDER FORM - 1

(To be submitted by Tenderer on its letter head)

Tender No. **ETRU-T-07-2026-27**

Name of Work: **Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division.**

To

**The President of India
Acting through the
Sr. Divisional Electrical Engineer/TRD,
Northern Railway, Ambala Cantt.**

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 tender open for acceptance for a period of 60 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for Northern Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within 08 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, Schedule of Rates with all correction slips up-to-date for the present contract.

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

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

4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.

6.Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Tenderer(s)

Date _____

Address of the Tenderer(s)



TENDER FORM -2

SECTION 4.3: General information of the Tenderer

S.N.	Item Description	Item Details	Page No.
1.	Name of the Tenderer		
2.	Constitution of Tenderer ¹ (Tick as applicable)	Sole Proprietor /Partnership Firm/ Pvt. Ltd Co./Public Ltd. Co./ JV/ Society /.....(any other)	
3.	Act under which Tenderer is Registered	Company Act, Firm & Societies Act, Co- operative Societies Act, Income-tax Act, /..... (any other) etc.	
4.	Registration details ²		
5.	PAN No. ²		
6.	GSTIN No. ²		
7.	Registered Address		
8.	Communication Address along with Telephone, Fax and Email address		
9.	In case of Joint Venture (JV), MoU and other details ³		
10.	Details of Bank account on which payment shall be released		
a	Name of Bank, branch with IFS code		
b	Account type, Account No.		
c	MICR No.		
d	Partners of accounts in the bank ⁴		

Superscript Notes:

1. Please submit the supporting documents demonstrating the status of Applicant / Tenderer as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed, Affidavit in case of sole proprietor etc. as the case may be.
2. Please submit the copy of the registration certificate as applicable, PAN card, GSTIN certificate should be enclosed.
3. In case of Joint Venture, details as per Annexure-VIII need to be submitted. JV firms are not allowed to participate in the works costing less than or equal to **Rs.10.00 Crores. (Railway Board letter no: 2002/CE-I/CT/37 JV Pt.VIII Dated: 14.12.2012.)**
4. Details of all the partners of the subject bank account need to be disclosed by the Tenderer on its letter head under the signature of person who is authorized to operate the subject bank account.



SECTION 4.4:
POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with Stamp Duty Act. The stamp paper should be in the name of the Firm / Company who is issuing the Power of Attorney in favour of Authorized Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of **"Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division."** including signing and submission of all documents and providing information/ responses to Northern Railway representing us in all matters, dealing with Northern Railway in all matters in connection with our Tender for the said work.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this. day of 20...

Place:

(Signature.....)

Name& Designation in Block letters of
Person authorized to sign Power of Attorney
for and on behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorized Signatory)

Name and Designation of AS

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Please refer to Para 14, 15 & 18 of GCC Part-I for requirement of the Documents to be submitted in different cases of Tenderer being Sole Proprietor, Partnership, Private / Public Limited Company etc.
- The obligations to Railway will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

<u>Witness 1:</u> Signature..... Name..... (In Capital) Address.....	<u>Witness 2:</u> Signature Name (In Capital) Address.....
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TENDER FORM -4A

SECTION 4.5: DETAILS OF WORKS COMPLETED IN LAST 7 FINANCIAL YEARS i.e. ONWARDS TO ADJUDGE TECHNICAL ELIGIBILITY

(All figures in RsLacs)

SN	Name of the Work ¹	Final cost of Completed work	Actual Date of Completion	Name & Nature of the Firm ²	Completion Certificate ³ at Page	%age of the ⁴ Tenderer	Amount for Technical eligibility
	1	2	3	4	5	6	7= 6x2
1.							
2.							
Total							

Superscript Notes:

- The tenderer must have successfully completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited.
Three similar works costing not less than the amount equal to 30% of advertised value of tender, or
Two similar works costing not less than the amount equal to 40% of advertised value of tender, or
One Similar work costing not less than the amount equal to 60% of advertised value of tender.
- Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.
- Completion Certificate issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & Final cost of the Work, Date of Completion etc. must be attached. No printed Document like annual report etc. should be attached with Tender Document.
- Please go through the Annexure-VIII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
- All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It.

Signature of Tenderer

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Signature of Tender inviting Authority

TENDER FORM -4B

SECTION 4.5: DETAILS OF PAYMENT RECEIVED IN LAST 3 FINANCIAL YEARS i.e.ONWARDS TO ADJUDGE FINANCIAL ELIGIBILITY

(All figures in RsLacs)

SN	Name of the Work ¹	Final cost of work	Date of Completion	Name & Nature of the Firm ²	Completion Certificate ³ at Page	%age of the ⁴ Tenderer	Contractual Payment received during					Amount for Financial eligibility
							CFY	LFY1	LFY2	LFY3	Total	
	1	2	3	4	5	6	7	8	9	10	11	12=(6x11)
1.												
2.												
3.												
	Total											

Superscript Notes:

1. Please specify details of work undertaken for which payment has been received during last 3 Financial year and current financial year up to the date of opening of tender.
2. Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.
3. Please go through the Para 3.7 and Annexure-VIII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
4. Form 16A issued by Payment Disbursing Authority (other than Private Individual) for each Financial Year (for last 3 financial year and Certificate of payment received during current financial year up to the date of opening of tender) must be attached.
5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It will lead to disqualification of Tender.

Signature of Tenderer

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Signature of Tender inviting Authority



TENDER FORM -5

SECTION 4.6: TOP SHEET FOR SCHEDULE OF RATES / QUANTITIES

Schedule

Schedule	Description	Cost (₹)
Schedule-1	TRD Works	12168125.32
1	OHE WORKS	12168125.32
Schedule-2	Extra erection rates	1064188.86
1	Extra 100% on erection rates for work under power block.	1064188.86
Schedule-3	Other TRD Works	135926.22
1	Other OHE WORKS	135926.22
G. Total		13368240.40

Schedule- 1, TRD Works item no.1: OHE WORKS

Sr. No.	Items No	Description of Items	Unit	Qty	Rate	Amount	Escl(%)	Advt. Value
1	011900	Supply (without insulator) of 25 KV, 1600 Amp, single pole isolator without earth contact assembly.	Numbers	140	51794.33	7251206.20	0%	7251206.20
2	011910	Erection of 25 KV, 1600 Amp, single pole isolator without earth contact assembly.	Numbers	140	4981.30	697382.00	0%	697382.00
3	011940	Supply of post and operating rod insulators for item no.	Set	140	24881.58	3483421.20	0%	3483421.20
4	011970	Supply of 18 mm copper bus bar with components.	Meter	178	2074.77	369309.06	0%	369309.06
5	011980	Erection of 18 mm copper bus bar with components.	Meter	178	186.97	33280.66	0%	33280.66
6	012070	Dismantling of an Isolator	Numbers	140	2382.33	333526.20	0%	333526.20
Total Amount						12168125.32		12168125.32

Schedule 2 Extra erection rates, item no.1:100% Extra on erection rates for work done under power block

Sr. No.	Items No	Description of Items	Unit	Qty	Rate	Amount	Escl (%)	Advt. Value
1	011910	Erection of 25 KV, 1600 Amp, single pole isolator without earth contact assembly.	Numbers	140	4981.30	697382.00	0%	697382.00
2	011980	Erection of 18 mm copper bus bar with components.	Meter	178	186.97	33280.66	0%	33280.66
3	012070	Dismantling of an Isolator	Numbers	140	2382.33	333526.20	0%	333526.20
Total Amount						1064188.86		1064188.86



Schedule 3 Other TRD Works, Item no. 1 Other OHE Works

Sr. No.	Items No	Description of Items	Unit	Qty	Rate	Amount	Escl(%)	Advt. Value
1	01	18 MM BUS TERMINAL MULTIPLE BOLT AS PER DRG NO. ETI/OHE/P/6310-1 (REV.B) RI NO. 6311-1, 6312, 6313 & 6314 AND RDSO SPEC. No. TI/SPC/OHE/Fittings /0130 (10/13) REV or latest.	Numbers	102	1332.61	135926.22	0%	135926.22
Total Amount						135926.22		135926.22

- i) The contract value given approx. & subject to variation according to actual requirement to Railways. No claim on this account will be entertained by Railway Administration.
- ii) I/We clearly understand that I/We are not entitled to any compensation on account of any variation in the value of contract and also agree to complete all such works allotted to me/us within the stipulated period
- iii) If any minor item which are not specified in the scope of work/schedule of rates and required for completeness of job, shall be provided by the firm.
- vi) The contractor may go through the Item schedule and specification before submitting their offer. The detailed specifications are guidelines for the contractor for carrying out the work.
- Vii Competent authority reserves the right to accept/cancel/delete any item from schedule and or accept partial/full quantity of any item without giving any reason.
- x) As per needs item may be changed anywhere in Ambala Division with the approval of competent authority. No extra payment will be made.
- xii) The contractor will give documentary proof to show that all the spares required are genuine and having purchased from OEM.

PART-II
SECTION 5: TECHNICAL SCOPE OF WORK

NAME OF THE WORK: - Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division.

SCOPE OF WORK

The works to be governed by this contract shall cover manufacturing, supplying, transportation till destination, safe custody at site, insurance, erection, testing & commissioning of works as per specifications of this tender and as per latest RDSO specifications.

- 1.2 The brief scope of work covers “Provision of 1600 Amp Single Pole Isolator in place of 800 Amp Single Pole Isolator in Hindon Cabin to Sanehwal section over Ambala division.”

Place of work- At Electrified Hindon Cabin to Sanehwal section of Ambala Division.

The work shall be executed under supervision of SSE/TRD/SRE, UMB & SIR.

EXPLANATORY NOTES TO SCHEDULE OF PRICES

The explanatory notes are for guidance of contractor and field staff. Each work has its own particular requirements. Engineer in- charge will be responsible for successful execution of work as per technical specifications.

- i) All electrical TRD work shall be as per ACTM (AC Traction Manual) Vol II Part I & II with latest correction slips up to date. For technical specification please refer to ACTM vol II part I & II.
- ii) All supply items shall be procured from RDSO Approved Vendors or RDSO Developmental Vendors, strictly in accordance with RDSO guidelines and the latest applicable specifications.
- iii) All the work should be executed as per as per **RDSO/Core specification**.

Specific Notes for Items of Schedule:

1.2.1 Schedule 1, (TRD WORKS), Item no. 1 OHE WORKS

1.2.1.1 S.N.1 (Item No. 011900): Supply (without insulator) of 25 KV, 1600 Amp, single pole isolator without earth contact assembly- The price shall cover supply of 25 KV, 1600 Amp, single pole isolator switches of approved make complete with arcing horns, operating rods, operating rod guides, mounting base & integral lock but excluding cost of 25 KV solid core post & operating rod insulator.

The price shall also cover supply of a number plate of approved design for each Isolator. The price shall not include the supply of small parts steel work complete with bolts & nuts etc for support of isolators & for support of operating rods on gantries/masts and insulator to support jumper & jumper connectors.

1.2.1.2 S.N.2 (Item No. 011910): Erection of 25 KV, 1600 Amp, single pole isolator without earth contact assembly- The price shall cover erection of 25 KV, 1600 Amp, single pole isolator switches complete with arcing horns, operating rods, operating rod guides, mounting base & integral lock.

The price shall also cover erection of a number plate of approved design for each Isolator. The price shall not include the erection of small parts steel work complete with bolts & nuts etc for support of isolators & for support of operating rods on gantries/masts and insulator to support jumper & jumper connectors.

1.2.1.3 S.N. 3 (Item No. 011940): Supply of Post and Operating rod Insulators.- The price shall cover only supply of 25KV solid core post and operating rod insulator (complete set ie 02 nos. solid core post and 01 no. operating rod insulator) as per latest RDSO drawings and shall be procured from RDSO/CORE approved Vendors or RDSO Developmental Vendors, strictly in accordance with RDSO guidelines & execution of work cover under item no: 011900.

1.2.1.4 S.N.4 (Item No. 011970): Supply of 18 mm copper bus bar - The price shall cover supply of solid copper bus bar 18 mm.

1.2.1.5 S.N.5 (Item No. 011980): Erection of 18 mm copper bus bar - The price shall cover erection of solid copper bus bar 18 mm including bending and shaping.

1.2.1.6 S.N.6 (Item No. 012070): Dismantling of an Isolator– The price shall cover cost of dismantling of an isolator, single or gang-operated, including dismantling of connections to the overhead equipment and associated small parts steel work and stacking of the same in the purchaser's stores depot over Ambala division.

1.2.2 Schedule 2 Extra erection rates, Item-1

1.2.2.1 S.N. 1 to 3 (Item code 011910, 011980 & 012070) : Extra 100% on erection rates for work under power block– The price under this item cover extra charges over and above erection rate of items as per (view detail) of schedule for erection of equipment in the vicinity of energized overhead equipment and feeders or erection of equipment with joints in equipment already energized or on energized equipment which calls for a power block (shut off of traction power). The price payable under this item shall be 100% extra over the erection rate of the items referred to above, provided such work is not called for on account of non-compliance with specifications, approved drawings and instructions given by the purchaser from time to time.

The extra erection rate under this item will not be payable, if power block is given for a total duration of 4 hrs or more in a day. Where the prices under this item are applicable, the contractor shall finalize the quantities of various items of work to be done under a power block, jointly with the purchaser's Engineer prior to taking the work in hand.

1.2.3 Schedule 3 Other TRD WORKS, Item no. 1 Other OHE WORKS

1.2.3.1 S.N.1 (Item no. 01): 18 MM BUS TERMINAL MULTIPLE BOLT AS PER DRG NO. ETI/OHE/P/6310-1 (REV.B) RI NO. 6311-1, 6312, 6313 & 6314 AND RDSO SPEC. No. TI/SPC/OHE/Fittings /0130 (10/13) REV or latest. The price shall cover the cost of supply of 18 MM BUS TERMINAL MULTIPLE BOLT AS PER DRG NO. ETI/OHE/P/6310-1 (REV.B) RI NO. 6311-1, 6312, 6313 & 6314 AND RDSO SPEC. No. TI/SPC/OHE/Fittings /0130 (10/13) REV or latest.

Note:- 1. If required, the Tower wagon and Rail Crane shall be provided free of cost by Railway to contractor during the power block work.
2. The extra erection rate will not be payable, if crane/wiring trains given to the contractor.

- 1.3** The works to be undertaken by the contractor shall interalia include the following (if required):
- (i) For TRD OHE works please refer to (AC Traction Manual) ACTM Vol II Part I & II.
 - (ii) Packing and Transportation of said equipment's from the manufacturer's factory to the work site in Northern Railway.
 - (iii) Receipt including unpacking of the said equipment(s) at the site storage, preservation and conservation at site of work in Northern Railway.
 - (iv) Insurance of the materials which are supplied from the Railways till the execution of the work.
 - (v) Unpacking, checking for damage/shortage, cleaning and erection.
 - (vi) Commissioning test.

1.4 Quantities in schedule annexed to Contract- The quantities set out in the accepted schedule of rates with item of work quantified are the estimated quantities of the works and they shall not be taken as the actual and correct quantities of the works to be executed by the Contractor in fulfillment of his obligations under the contract. The actual/final quantity shall be executed as per approved design & drawing which is to be prepared by contractor if required. All the design calculations, if any, shall be done by contractor before execution of work. The contractor shall be responsible for any wastage of material due to mistake in design calculations.

1.5 New item of work – If during execution of the work, the contractor is called upon to carry out any new item of work not included in schedule of prices, the contractor shall execute such work at such prices



as may be mutually agreed with the purchaser before commencement. If required by Rly, the contractor have to execute some portion of work as per/under the tender schedule at new location (at the same rate/ Price) over Ambala division.

1.6 RELEASED MATERIAL.

The contractor shall return to the purchaser all the released materials from the existing system except petty items at the first available opportunity but not later than a week at the purchaser's store (except petty items) in concerned area. If the contractor fails to return the released material in specified time, the cost of released material will be recovered from the progress bill before releasing any payment.

SECTION 6: SPECIAL CONDITIONS OF CONTRACT

1.0 General

- 1.1 This contract shall be governed by General Conditions of Contract April 2022 with latest correction slips.
- 1.2 The firm should have **NABL's** Accreditation certificate. The work is to be carried as per latest **RDSO/CORES specifications**. All test reports are to be submitted in soft and hard copies.
- 1.3 The contractor shall ensure the staff engaged by him possess identity card, entry pass, duty pass signed by the authority designated by Engineer of contract Incharge.
- 1.4 Railway administration will not be responsible for any compensation to the firm's staffs by any reasons what so ever. Contractor will ensure that the staff is fully insured for any liability in case of accident, strikes, notes, civil commotion etc. The railway will not be liable for any damage caused due to any reason.
- 1.5 The Tenderer shall not assign, transfer and sublet the privileges conferred under this agreement.
- 1.6 Railway can increase, or decrease the quantity as per variation clause.
- 1.7 In case of any dispute between the parties concerned, Sr. DEE/TRD shall be the sole arbitrator and his decision shall be final and binding on both the parties.
- 1.8 Income tax shall be deducted from the bills of the contractors as applicable and shall be deposited to IT Department.
- 1.9 If any minor item under schedule not covered but required for completion of work will be done by the contractor at no extra cost.
- 1.10 Any modification in technical details suggested by OEM can be accepted with the prior written approval of Sr. DEE/TRD/UMB.
- 1.11 Any typographical error shall not be constructed to be benefit of the contractor, in such cases the interpretation and decision of Sr. DEE/TRD/UMB shall be final and binding upon the tenderer.
- 1.12 Tenderer are advised to visit work site before submitting offer.
- 1.13 All work is to be carried out in the presence of Railway's representative.
- 1.14 The Railways Engineer Incharge may at any time terminate the contract without any notice payments in lieu thereof or assigning any reason thereof.
- 1.15 The firm shall depute sufficient number of well-trained staff on the nominated Location to take up the work for its timely completion.
- 1.16 The work shall be carried out in best workmanship and any defects as per site condition pointed out by the inspecting authority will be done by the firm.
- 1.17 Tenderer must ensure that his offer complies with Public Procurement Policy Order 2017 dated.15/06/2017.
- 1.18 Firm must upload all labour data on shramikkalyan portal it should be insured by firm before claiming bill, SSE should verify and forward this with claimed bill.
- 1.19 The Unit rates are inclusive of 18% GST.

2.0 Inspection of Material& Pre-commissioning test: -

- 2.1 The inspection of will be carried out by representative of Sr DEE/TRD/UMB.

Item No.	Method of Inspection
011910, 011980 & 012070.	Visual Inspection at site.
011970 & Schedule 3 (item code 01).	Inspection at manufacturer's place or at site with prior approval of Sr. DEE/TRD/UMB for place of inspection. Submission of Inspection certificates, Test certificates.
011900 & 011940.	Inspection at manufacturer's place by RITES and submission of Inspection certificates, Test certificates.

- 2.2 The contractor shall furnish three copies of manufacture test certificate for the routine and type tests conducted on the equipments /materials offered. If necessary, the contractor shall arrange to conduct the entire routine test at manufacture's premises in the presence of Railway representative at his own cost. The results of the routine test shall be jointly signed by the authorized representative of the manufacture and Railways authorized inspecting official
- 2.3 No type test shall be carried out but all the certificates must be produced during inspection and

it shall be only visibly inspected & certified by Inspecting Authority.

- 2.4** As per Railway Board letter No. 2000/RS(G)/379/2 dtd. 06.09.2017 material value more than 5.0 Lac will be inspected by RITES. If the RITES is to be nominated for inspection, then successful tenderer will be required to send an inspection call to M/s RITES on Prescribed Performa (obtainable from M/s RITES) with the copy of letter of acceptance issued by the purchase contract agreement and purchase order placed by successful tenderer to manufacturer. Inspection fee to M/s RITES shall be paid by the Railway.

3.0 Guarantee:-

The Guarantee will be applicable as per RDSO/CEE specification wherever the material is prescribed as per RDSO/CORE spec. In all other cases the tenderer shall guarantee the equipments /installations for satisfactory performance for a period of 12 month from the date of commissioning against any defect. The contractor should promptly attend complaint and replace/repair the defective equipments/parts free of cost promptly and satisfactorily.

4.0 Makes of Material:-

All the materials/equipments to be supplied and installed as per makes mentioned in tender. In case no makes are mentioned approved makes as per RDSO/CORE spec. shall be provided with the approval of Sr. DEE/TRD.

5.0 Release of Security Deposit

Security Deposited will be release after final acceptance of installation and completion of maintenance/guarantee period as per Special tender condition and instructions to tenderers, decided by competent authority.

6.0 PRICE AND PAYMENT

6.1 Scope

This chapter deals with prices to be paid to the contractor for completion of various items of work. The contractor shall be paid for completed works in accordance with accepted schedule of prices and rates, as stipulated in the tender document.

6.2 Schedule of Prices: -

- a) **Unit prices for materials:** -The unit prices of materials as given in schedule of quantities shall be inclusive of all charges including transport, loading/unloading handling all insurance premium, banker's charges all applicable taxes, duties and levies (including octroi etc.) applicable on works contracts etc.
- b) **For Erection:** -The unit prices given in schedule of quantities shall include cost of erection, testing and commissioning and cover all cost of administration of the contract, insurance, premium, bankers' charges for guarantees, cost of storage, loading, unloading and handling of materials and for any road transport which the contractor may use for carriage of materials between his depot and depot/s and site of work etc.
- c) Unit price quoted shall be firm. No price variation shall be allowed on any account.
- d) All payments in respect of the contract during the currency of the contract shall be made through Electronic Clearing System (ECS)/Electronic Funds Transfer. (EFT). The successful tenderer on award of contract must submit prescribed ECS/EFT mandate form complete in all respects. The successful tenderer on award of contract will have to furnish contractor's Bank account number and Name of Bank against which all payments in respect of the contract during the currency of contract shall be made

6.3 Mode of Payment as Letter of credit (LC) arrangement: -

- (i) For all the tenders having advertised cost of Rs 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the



time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.

- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
- The LC shall be a sight LC
 - 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.
 - SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened 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.
 - 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.
 - 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.
 - 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.
 - The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
 - The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
 - 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).
 - 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.
 - The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
 - The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
 - 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.
 - 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.
 - The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
 - The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i. e., not through LC.

6.4 Quantities-

The approximate estimated quantities of various items of works are included in schedule of quantities and rate. However, quantities can be increased/decreased as required and decided by competent authority as per extent variation rules.

6.5 New items of work. -

If during the execution of the work the Contractor Is called upon to carry out any new item of work not included in Schedule of Rates &Quantities, the Contractor shall execute such works at such prices as may be mutually agreed in writing with the Purchaser and as per extent rules.

6.6 Deduction of taxes from contractor's bills

Wherever the law makes it statutory for the purchaser to deduct any amount towards GST/Income tax, BCOWW etc on works contract, the same will be deducted and deposited with the concerned authority.

6.7 Payment: -

6.7.1 The rates quoted by the contractor as per schedule of items. Rates & quantities shall form the basis of on account payment of various items or the various items under this contract.

6.7.2 In the course of execution of various items of work under schedule of items, rates & quantities running bills payment for partly completed works will be made to the contractor. The quantum of such work for payment shall be decided by Engineer incharge whose decision shall be final &binding on the contractor.

6.8 Payment to the contractor shall be made as under: -

6.8.1 80% of the item price (material cost of major item) may be paid on receipt of material in railway custody after inspection as decided by Engineer incharge whose decision shall be final & binding on the contractor. If for any item of work, price of material and erection is not separately available. 80% of the cost of item of work will be considered as material cost.

6.8.2 Further payment of material and erection cost to cover 90 % of the cost of item of work shall be made on successful erection, testing and commissioning of the installation.

6.8.3 Balance 10 % payment shall be released after successful completion of work and certification by Engineer's representative.

6.9 Noon account payment by the Railway shall protect the contractor/s against or prevent the Railway from recovering from the contractor/s any overpayment made to him/them.

6.10 The successful bidders have to submit the necessary documents in support of the following.

6.10.1 That the payments to contract labours are being paid through net banking/Cheque.

6.10.2 That the identity cards have been issued to all contract labours.

6.10.3 That the provident fund is being deducted from the payment made to the contract labour and ensure that the same is created to their provident fund account alongwith firm contribution if applicable.

6.10.4 That the all-contract labors have been covered under the ESI/EPF if applicable

7.0 Penalty Clause: As per GCC 2022.

24.0 Undertaking by the tenderer for Special Conditions:

I/we have read and under stood the Special Conditions of this tender and agree to abide by them and also agree to work in accordance to these Special Conditions.



2. Agreement for Zone Contract:

ANNEXURE – II

AGREEMENT FOR ZONE CONTRACT

CONTRACT AGREEMENT No. _____, DATED _____. ARTICLES OF AGREEMENT made this _____ day of _____ between the President of India acting through the _____, _____ Railway hereinafter called the "Railway" of the other part and _____ hereinafter called the "Contractor" of the other part.

WHEREAS the Contractor has agreed with the Railway during the period of _____ months from _____ to _____ for the performance of :

(a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.

(b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometer _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Schedule of Rates of the _____ Railway, corrected up to the latest Correction Slips and Standard Specifications of the _____ Railway corrected up to latest Correction Slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

NOW THIS INDENTURE PRESENTS WITNESSETH That in consideration of the payment to be made by the Railway, the Contractor will duly perform the works set forth in the said Work Order and shall execute the same with great promptness, care and accuracy, in a workman like manner to the satisfaction of the Railway and will complete the same on or before the respective dates specified therein in accordance with the said specifications and said drawings (if any) and said conditions of contract and will observe, fulfill and keep all the conditions therein mentioned, (which shall be deemed and taken to be part of this contract as if the same had been duly set forth herein), AND the Railway both here-by agree that if the Contractor shall duly perform the said work in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the completion thereof the amount due in respect thereof at the rates specified above.

Contractor _____

Designation _____ Railway

Address _____

(For & on behalf of President of India)

Date _____

<u>Witness 1:</u> Signature..... Name..... (In Capital) Address.....	<u>Witness 2:</u> Signature Name (In Capital) Address.....
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3. Work orders for Zone Contract:

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT
(Valued not exceeding Rs. 5,00,000)

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT NO. _____
_____, DATED _____.

Name Of Work _____ (S I T E) _____

Schedule of Drawings _____

Authority _____ Allocation _____

The Contractor(s) _____ is / are hereby ordered to carry out the following works at _____ % above/below the Schedule Of Rates of _____ Railway corrected up to latest Correction Slips of _____ Division under Zone Contract Agreement here-in-before referred to :

SN	Item No.	Description of Item of Work	Approximate Quantity	Unit	Rates in Figures and Words (Rs.)	Amount (Rs.)
1	2	3	4	5	6	7
Total Approximate Value Of Work = ₹ _____						

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

(For & on behalf of President of India)

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Standard Specifications of _____ Railway updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents .

I also agree to maintain such works for the period specified below from the date of completion:

(a) Repair and maintenance work including white/color washing: three calendar months from date of completion.

(b) All new works except earth work: Six calendar months from date of completion.

Contractor _____ (Signature)

Railway : Designation _____

(For President of India)

Address _____

Date _____

Date _____

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....



4

Contract Agreement for Works

ANNEXURE - IV

NORTHERN RAILWAY

CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____ DATED _____

ARTICLES OF AGREEMENT made this _____ day of _____ 20____ between President of India acting through the Railway Administration hereafter called the "Railway" of the one part and _____ herein after called the "Contractor" of other part.

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)

Railway : Designation _____

(For & on behalf of President of India)

Address

Date :-

Date _____

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....



5. Work order for works:

ANNEXURE-V

WORK ORDER FOR WORKS

(Valued at over Rs. 5,00,000)

WORK ORDER NO. _____, DATED _____ UNDER CONTRACT AGREEMENT NO. _____
_____, DATED _____.

Name Of Work _____ (S I T E) _____

Schedule Of Drawings _____

Authority _____ Allocation _____

Mr. / Messers _____ Contractor/Contractors having agreed with the Railway is/are hereby ordered to carry out the Works set forth in the schedule below in accordance with the Standard General Conditions of Contract corrected up to latest Correction Slips and the Standard Specifications of _____ Railway corrected up to latest Correction Slips, the Schedule of Rates, corrected up to latest Correction Slips and Special Conditions and Special Specifications, if any and in conformity with drawings annexed hereto at the rates specified in the said, Schedule and to complete the same on or before the _____ day of _____ 20____ and maintain the said works for the period of _____ from the certified date of completion. The quantities set forth in the said schedule shall be considered approximate and subject to variation under Clause 42 of Standard General Conditions of Contract.

CONTRACTOR'S AGREEMENT

I offer to do the work at the rates entered in the Schedule of Rates on the reverse which I have signed, and I understand that no fixed quantity of work is given to me to do that in starting work. I am only given a place to work in or to deposit materials on and that I have no claim to more than one unit of work as entered in the Scheduled Rates. I agree that all works done and materials delivered shall be subject to the approval of the Engineer in Charge, who may reject and decline to pay for whatever may be, in his opinion, inferior or defective or either and I agree that the Standard Specifications corrected up to latest Correction Slips of _____ Railway in so far as they are not over-ruled by items of this agreement, shall be deemed part of this agreement.

I agree that no work under this work order shall be assigned or sublet without the previous written approval of the _____ Engineer.

I agree that my work may be stopped at any time by the _____ Engineer on his giving me or my agent on the works seven days' notice in writing and I agree that the measurement of my works shall be made by the Engineer at any time appointed by him in writing subsequent to the expiry of the said notice and measurement shall be made by him at the said time whether I am present or not and that on payment for work done and approved materials delivered-at site of work as ascertained by the said measurement, I shall have no further claim against the Railway and I agree that any dispute arisen on matters connected with this agreement, the same shall be referred to a person to be nominated in this behalf by the _____ for the time being of the Railway, whose decision in writing shall be final and binding on both parties.

I agree that any claim I have to make shall be made in writing within seven days of date of measurement taken by the Engineer as aforesaid and that any claims in respect of such measurement made more than seven days after taking of such measurement shall be deemed to have waived by me.

I agree to indemnify the Railway against any claims which may be made under Workmen's Compensation Act, 1923.

Witness

Contractor _____

Name _____

Name _____

Address _____

Address _____

Note - If the agreement is for a work for which a Special Act of the Legislature exists, e.g. the Indian Mines Act, the agreement shall include a clause indemnifying the Railway against all claims arising of provision of such Act.

Signature of Tenderer

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Signature of Tender inviting Authority



I agree to pay the rates at _____ % above/below Schedule of rates as applicable to
_____ Division set forth in the schedule of rates herein for finished and approved work.
_____ Engineer
_____ Division
_____ Railway

(For & on behalf of President of India)

Date _____

I/We agree to complete the works herein set forth on or before the date specified herein and to maintain the same for a period of _____ Calendar months from the certified date of their completion and in conformity with the document herein referred to, and all the condition therein mentioned shall be deemed and taken to be part of this contract as if the same had been fully set forth therein.

Contractor : _____

Witness 1:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....

Witness 2:

Signature.....

Name.....

(In Capital)

Address.....

.....

.....



6. **Work orders for Works:** (In case of composite work chargeable to different Allocation)

Annexure-VI

S. No.	Name of work	Particulars
1.	Acceptance letter with date	
2.	Agreement no with date	
3.	Cost of work	
4.	Security Deposit	
5.	Performance guarantee	
6.	Period of Completion	
7.	Estimate no with Allocation	

S. No.	USSOR Item no/ NS item	Description of Items	Rates	Unit	Qty	Amount

TENDERER'S CREDENTIALS (BID CAPACITY)

NORTHERN RAILWAY

For tenders having advertised value more than **Rs 10 crore** wherein eligibility criteria includes bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

Available Bid Capacity = $[A \times N \times 2] - 0.33 \times N \times B$

Where,

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

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

B = Existing commitments and balance amount of ongoing works with the tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the 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
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.
- The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.
- (c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid capacity in the tender under consideration.
- (d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".
- (e) In case, the tenderer/s failed to submit the above statement along with offer, their/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.



(Bid Security)

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary: Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....**[insert date of issue]**till**[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]**. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –



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

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

Date

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.



Reference -Para 3.5.3 & 3.7 XV (b) 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

7. Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
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 competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian partnership Act.
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 GCC April 2022.
4. Once the tender has been submitted, the constitution of firm shall not normally be allowed to be modified/alterd/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 reconstitution 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 opening 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 opening of the tender and before the award of the tender, the offer shall be rejected and full BID security of the tenderer will be forfeited. If any new partner joins the firm after opening 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 this 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 contract conditions, liable for determination of contract under Clause 62 of General Condition of Contract.

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.
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.
7. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized/registered and submitted along with tender.
8. 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.
9. On issue of 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.
10. In case, the contract is awarded 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 contract is awarded, shall be jointly and severally liable to the Railway for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
 - b) Duration of the partnership deed and partnership firm agreement : The partnership deed/partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and



the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under clause 62 of 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 and that of the Railway in respect of the tender/contract.

11. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender-

- a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
- b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- c) An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by Railways or any other Ministry/Department of the Government of India/any State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 62 of General Conditions of Contract.
- d) All other documents in terms of explanatory notes for para 3.5 in tender document.

12. **Evaluation of eligibility of a partnership firm.**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in para 3.5 in Tender document.

Annexure-IX

8 Details of Plant and Machinery already available with the firm.

SN	Particulars of equipment	No. of Unit.	Kind & make	Capacity	Date by which the plant would be available for use on this work	Age & condition	Work on which it is being used.
	1	2	3	4	5	6	7
1							
2							

ANNEXURE –X

9. List of engineers/personnel already available/ proposed to be employed for deployment on this work:

SN	Name & Designation	Qualification	Professional experience	Organization with whom working	Date by which personnel will be available for this work.
	1	2	3	4	5
1					
2					

ANNEXURE – XI

10. Statement of works being executed/in hand by the contractor/s

S N.	Name and place of work	Authority/agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)
	1	2	3	4
1.				
2.				
3.				

Agree mental cost of work cost/likely cost	Principal/ Technical features work in brief	SN at which relevant certificate/Documents are attached	Payment taken till.
5	6	7	8



11. Details of Beneficiary for Electronic Transfer of Funds

1	Beneficiary Name	:	
2	Beneficiary Address	:	
3	Bank Name	:	
4	Branch Address	:	
5	IFSC Code	:	
6	MICR Code	:	
7	Account Type	:	
8	Account Number	:	
9	City :	:	
10	Tel./Fax No. (if any)	:	
11	PAN No.	:	
12	Service Tax Registration number linked with PAN no		
13	GSTIN NO.	:	
14	Signature of Beneficiary		

Signature of Bank Official with Stamp

12. Applicable charges/recoveries/Advance etc.

Sn	Item	Description
1.	Water charges	In case of contractor using Railway's water sources, water charges will be deducted @1% of the cost of the item(s) where water is being consumed.
2.	BOCW cess	The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act. For enactment of this Act, the tenderer shall be required to pay BOCW cess @ 1% of cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item". Recoverable amount of BOCW cess at the rate of 1% shall be credited under Suspense Head Deposit Misc (BOCW cess) before arranging payment to the contractor as per directive of Railway Board issued vide letter No. 2008/CE-I/CT/6 dated 08.11.2012 with the concurrence of "Finance Directorate of Ministry of Railway" .
3.	Deployment of Technical supervisor	In terms of provisions of new clause 26 A.1 to the General Conditions of Contract (GCC) - 2022, Contractor has to deploy following Qualified Engineers during execution of work: one qualified Graduate Engineer when cost of work to be executed is Rs. 200 lacs and above, and One qualified Diploma Engineer when cost of work to be executed is more than Rs. 25 lacs, but less than Rs. 200 lacs
		Graduate /Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative. Further, In case the Contractor fails to employ the Qualified Engineer, as aforesaid in above Paras, in terms of clause 26 A.1 to the General Conditions of Contract Part-II, shall be liable to pay an amount of Rs. 40, 000.00 and Rs. 25, 000.00 for each month or part thereof for the default period. (Railway Board's letter no: 2012/CE-I/CT/0/20 Dated: 10.05.2013)
4.	Income Tax	As applicable
5.	GSTIN NO	As applicable
6.	Brick bat	Quantity X rates of item no: 055140 + Tender % + 12.5% +7.5%+5%
7.	Tools and plants	The hire charges of tools and plants provided to the contractor will be as per letter no 64/W2/CT/56 dated. 27-03-1967 and 64/W2/CT/56 dated: 20.11.79.
8.	Mobilization advance	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/18 Pt.3 dated 23.05.2012
9.	Stage Payment for Steel supplied by the contractor	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/183 dated: 07.3.2008
10.	PVC clause	Price Variation clause will be applicable for Contract Agreement value above 2 Crores (clause 46 A.1.,Part II of GCC 2022 Advance Correction Slip No. 1 dated 14.07.2022)
11.	Maintenance Period	Repair and maintenance work including white/ Colour washing: three calendar months from date of completion in case of Zonal Works. All new works except earth work: Six calendar months from date of completion. For all other Works: Six calendar months. No maintenance period is applicable for the works like Ballast supply, Hiring of vehicle.



PART-II ANNEXURES

ANNEXURE – XIV

Reference Para 17(B)

Registered Acknowledgement Due

PROFORMA FOR TIME EXTENSION

No. _____

Dated: _____

Sub: (i) _____ (name of work).

(ii) Acceptance letter no. _____

(iii) Understanding/Agreement no. _____

Ref: _____ (Quote specific application of Contractor for extension to the date received) _____

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').

2. Expecting that you may be able to complete the work if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.

3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.

4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.

6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting upto this extension to complete the work by _____ (here mention the extended date), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India



ANNEXURE – XIV A
(Reference Clause 40(A))

Registered Acknowledgement Due

PROFORMA OF 14 DAYS NOTICE FOR OFFLOADING OF PART OF CONTRACT WORK

RAILWAY
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to show adequate progress of work so as to complete the contract within the original / extended date of completion of contract and part(s) of contract work are yet to be started/ still lagging behind the agreed program of work, listed as under:
(Details of part(s) of work which is delayed and can be executed independently, to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work, you are hereby given 14 days' notice in accordance with Clause 40A of the Standard General Conditions of Contract to deploy adequate resources i.e. (the details of resource requirement, to be mentioned) and commence / to make good the progress for part(s) of works detailed above, failing which action as provided in Clause 40A of the Standard General Conditions of Contract shall be commenced after expiry of 14 days' notice period viz. to offload few/ all part(s) of work mentioned above to any of the existing or new contractor without your participation and at your Risk & Cost, not exceeding the value of Performance Guarantee of this contract, which may please be noted.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India



ANNEXURE – XIVB
(Reference Clause 40(A)
Registered Acknowledgement Due

NOTICE FOR PART OF CONTRACT WORK OFFLOADED
RAILWAY
(Without Prejudice)

To
M/s _____

Dear Sir,

Contract Agreement No. _____
In connection with _____

1. Fourteen days' notice under Clause 40A of the Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no/inadequate action to deploy adequate resources to commence the part(s) of work/show adequate progress of the part(s) of work, mentioned therein.

As you have failed to abide by the instructions issued to commence the part(s) of work/show adequate progress of the part(s) of work even at the lapse of 14 days' notice period under Clause 40A of the Standard General Conditions of Contract, few part(s) of the work under the contract have been offloaded and being executed by other mode(s) at the cost detailed below:

Or,

1. Please refer your request letter no..... dated, wherein it was requested under clause 40 A of the Standard General Conditions of Contract to offload part(s) of works at your risk & cost. The details of part(s) of the work under the contract which have been offloaded and being executed by other mode(s) at the cost detailed below:

(List of Part(s) of work offloaded, Details of mode of execution of such offloaded work alongwith approximate cost thereof to be mentioned)

2. The final measurement of work(s) already executed for above part(s) of work recorded as per clause 45 (A) or/and 45 (B) of the Standard General Conditions of Contract is enclosed herewith.

3. The Bill(s) of Quantities for Part(s) of work offloaded is enclosed herewith.

4. The additional cost in execution of offloaded work through mode(s) mentioned in para (1) above is determined as Rs. _____, over & above the cost of execution under this contract (including the PVC amount payable as per contract, as on the date of issue of this notice). This additional cost shall be recovered from your next on account bill(s) or any other dues payable to you under contract.

5. The Contract value gets reduced to Rs.....:

6. You are requested to continue with the balance work in the contract subsequent to offloading of above part(s) of work.

Kindly acknowledge receipt.

Yours faithfully
For and on behalf of the President of India



ANNEXURE – XV

Reference Para 60.(2)

CERTIFICATE OF FITNESS

1. (a) Serial Number _____
(b) Date _____

1. Name of person examined _____
2. Father's Name: son/daughter of _____
Residing at _____

3. Sex _____
4. Residence: _____
5. Physical fitness _____
6. Identification marks _____
7. Date of birth, if available, and/or certified age _____

I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

8. Reasons for :
(a) Refusal to grant certificate, or _____
(b) Revoking the certificate _____

Signature or left hand

Thumb impression of the person examined.

Signature of Certifying Surgeon

Note: In case of physical disability, the exact details and cause of the physical disability should be clearly stated.



**PROFORMA OF 7 DAYS NOTICE FOR WORKS AS A WHOLE/ IN PARTS
(DETAILS OF PART OF WORK TO BE MENTIONED)**

_____ **RAILWAY**
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

In spite of repeated instructions to you by the subordinate offices as well as by this office through various letters of even no. _____, dated _____; you have failed to start work/show adequate progress and/or submit detailed programme for completing the work/ part of work (details of part of work to be mentioned).

2. Your attention is invited to this office/Chief Engineer's office letter no. _____, dated _____ in reference to your representation, dated _____.

3. As you have failed to abide by the instructions issued to commence the work /to show adequate progress of work you are hereby given 7 days' notice in accordance with Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress, failing which further action as provided in Clause 62 of the Standard General Conditions of Contract viz. to terminate your Contract and complete the balance work without your participation will be taken.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India



ANNEXURE – XVII

Registered Acknowledgement Due

PROFORMA OF 48 HRS. NOTICE FOR WHOLE WORK

_____ **RAILWAY**

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will be rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and any other consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India



ANNEXURE – XVIII

Registered Acknowledgement Due

PROFORMA OF TERMINATION NOTICE

NORTHERN RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

Forty-eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.

Since the period of 48 hours' notice has already expired, the above contract stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the balance work under this contract will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed.

The Final measurements of work executed by you against the said contract will be taken/started on _____ at _____ hrs. at site. The measurement will be continued till all the measurement are taken. You are advised to be present at site on the above-mentioned date and time to witness the measurements, otherwise measurements will be taken ex-parte and thereafter, variation (addendum & corrigendum) & final bill of work executed till date of termination based on ex-parte final measurements shall also be processed ex-parte.

Yours faithfully

For and on behalf of the President of India



ANNEXURE – XIX

Reference Para 62.(1)

Registered Acknowledgement Due

PROFORMA OF 48 HRs. NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

NORTHERN RAILWAY

(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work.....(details of part to be mentioned).

2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above part of work..... (Details of part to be mentioned) in contract will be rescinded and the work will be carried out independently without your participation.

3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.

4. The contract value of part terminated contract shall stands reduced to

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India



PROFORMA OF TERMINATION NOTICE FOR PART OF THE WORK.....

(DETAILS OF PART OF WORK TO BE MENTIONED)

NORTHERN RAILWAY

(Without Prejudice)

No. _____

Dated _____

To

M/s _____

Dear Sir,

Contract Agreement No. _____

In connection with _____

1. Forty-eight hours (48 hrs.) notice was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the part of work..... (details of part to be mentioned).
2. Your above part of work in contract (details of part to be mentioned) stands rescinded in terms of Clause 62 of Standard General Conditions of Contract and the same will be carried out independently without your participation. Your participation as well as participation of every member/partner in any manner as an individual or a partnership firm/JV is hereby debarred from participation in the tender for executing the balance work
3. Your full Performance Guarantee for the contract shall be forfeited and you shall not be issued any completion certificate for the contract. However, no additional Performance Guarantee shall be required for balance of work being executed through the part terminated contract.
4. The contract value of part terminated contract stands reduced to
Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India



18. Check list to be filled up by tender issuing authority

SN	Description of item to be checked before Issuing Tender Document by Department	PI fill Yes / No
1.	Has all pages of the Tender Document been numbered serially & signed by the Tender Issuing Authority	Yes
2.	Has the cost of Tender Document mentioned in the Tender Notice.	Yes
3.	Has the Amount of Earnest Money/Bid Security mentioned in the Tender Notice.	Yes
4.	Has the scope of work, location and sketches etc given in Section 3 of Tender document corresponding to TOP SHEET of Form 5	Yes
5.	Has the work of Similar nature defined in Section 3 of the Tender document	Yes
6.	Has amount of single, Similar nature of work for Technical Eligibility mentioned in superscript Note 1 of Form 4	Yes
7.	Has amount of Financial Eligibility mentioned in superscript Note 1 of Form 4	Yes
8.	Has the date, Time & Place of opening mentioned in the Tender Notice	Yes
9	In support of TOP SHEET of Form 5, has SSE wise quantities given in Schedule of rates and Quantities	N/A



FINAL SUPPLEMENTARY AGREEMENT

1. Articles of agreement made this day _____ in the year _____ between the President of India, acting through the _____ Railway Administration having his office at _____ herein after called the Railway of the one part and _____ of the second part.
2. Whereas the party hereto of the second part executed an agreement with the party hereto of the first part being agreement Number _____ dated _____ for the performance _____ herein after called the 'Principal Agreement'.
3. And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part.
4. And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ including the final bill bearing voucher No. _____ dated _____ of value _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received further sum of ₹ _____ through the final bill bearing voucher No. _____ dated _____ duly adjusted as per price variation clause (PVC), if applicable (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part in full and final settlement of all his/its disputed claims under principal agreement.

Now, it is hereby agreed by and between the parties in the consideration of sums already paid by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement including /excluding the security deposit, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement. It is further agreed by and between the parties that the party hereto of the second part has accepted the said sums mentioned above in full and final satisfaction of all its dues and claims under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed after release of Final Payment)

Or

And whereas the party hereto of the first part already made payment to the party hereto of the second part diverse sums from time to time aggregating to ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party hereto of the second part).

And *whereas the party hereto of the second part have received sum of ₹ _____ through various On Account Bills (the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto of the first part and party hereto of the second part have accepted final measurements recorded on Page No..... to Page No.... of Measurement Book No.....and corresponding Final Bill duly adjusted as per price variation clause (PVC), if applicable, for full and final settlement of all his/its disputed claims under principal agreement.*

Now, it is hereby agreed by and between the parties in the consideration of sums already paid through various On Account Bills and sums to be paid through Final Bill duly adjusted as per price variation clause (PVC), if applicable, based on accepted final measurements including the Security Deposit by the party hereto of the first part to the party hereto of the second part against all outstanding dues and claims for all works done under the aforesaid principal agreement, the party hereto of the second part have no further dues of claims against the party hereto of the first part under the said Principal Agreement.

(Applicable in case Final Supplementary Agreement is signed before release of Final Payment)



5. It is further agreed and understood by and between the parties that the arbitration clause contained in the said principal agreement shall cease to have any effect and/or shall be deemed to be non-existent for all purposes.

Signature of the Contractor/s
Witnesses _____
ADDRESS: _____

for and on behalf of the President of India



**Agreement towards Waiver under Section 12(5) and Section 31A (5) of Arbitration and Conciliation
(Amendment) Act**

I/we..... (Name of agency/Contractor) with reference to agreement no..... raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims :

Brief of claim:

- (i) Claim 1- Detailed at Annexure-
- (ii) Claim 2 –
- (iii) Claim 3 –

I/we..... (post of Engineer) with reference to agreement no..... hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims

I/we.....do/do not agree to waive off applicability of section 12(5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant_____ Signature of Respondent _____

Agreement under Section 31(5)

I/we..... (Name of claimant) with reference to agreement no..... hereby waive off the applicability of sub section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64(6) of GCC.

Signature of Claimant_____ Signature of Respondent _____

*Strike out whichever not applicable.

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

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

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

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . 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)

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

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



ANNEXURE-XXIV(A)

(This certificate is to be given by attorney/authorized signatory/ each member of a Partnership firm / Joint Venture (JV) Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc.)

I/We certify that (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 a 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 in enclosed),

SEAL AND SIGNATURE OF Constituent firm/
Constituent partner

Place:

Dated:



ANNEXURE-XXV

Reference Para 64.(3)

Certification by Arbitrators appointed under Clause 63 & 64 of Indian Railways General Conditions of Contract

1. Name:
2. Contact Details:
3. Prior experience (Including Experience with Arbitrations):
4. **I do not have more than ten on-going Arbitration cases with me.**
5. I hereby certify that I have retired from Railways w.e.f. _____ and empaneled as Railway Arbitrator as per 'The Arbitration and Conciliation Act- 1996'.
6. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

7. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of The Arbitration and Conciliation Act-1996. The details of such relationship or interests are as under:

8. There are no concurrent Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are Circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:



ANNEXURE -XXVI

Name of the Bank -----

President of India

Acting through Sr. DEE/TRD/UMB,
Ambala Cantt.

Beneficiary: Sr. DFM/NR/UMB

Bank Guarantee Bond No.:

Date: -----

PERFORMANCE GUARANTEE BOND

In consideration of the President of India acting through ----- (Designation & address of Contract signing Authority). Northern Railway, ----- (hereinafter called "The Government") having agreed under the terms and conditions of agreement/Contract Acceptance letter No. ----- dated ----- made between----- (Designation & address of contract signing Authority) and ----- (here in after called "the said contractor(s)" for the work----- (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for Rs.----- (Rs.only) as a performance security Guarantee Bond from the contractor (s) for compliance of his obligations in accordance of his obligations in accordance with the terms & conditions in the said agreement.

1. We..... (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay the Government an amount not exceeding Rs. (Rs. only) on demand by the Government.
2. We..... (indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Government through the Sr. DFM/N.Rly (-----), stating that the amount claimed is due by way o loss or damage caused to or would be caused or suffered by the Government by reason of any breach by the said contractor of any of the terms of conditions contained in the said agreement or by reason of the contractor 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. (Rupees.....Only).
3. (a) We..... (indicate the name of Bank) further undertake to pay to the Government any money so demanded notwithstanding any dispute or dispute raised by the contractor(s) in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
(c) The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s), shall have no claim against us for making such payment.
4. We,..... (indicate the name of bank) to further agree that 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 by (Designation & Address of contract signing authority) on behalf of the Government. Certify that the terms and conditions of the said agreement have been fully and property carried out by the said contractor(s) and accordingly discharges this guarantee.
5. (a) Not withstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the Government or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the Government within validity/extended period of validity of guarantee for the date aforesaid.
(b) Provided always that we..... (indicate the name of the bank) unconditionally undertakes to renew this guarantee on to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the Government. If the guarantee is not renewed or the period extended on demand, we..... (indicate the name of the bank) shall pay the Government the full amount of guarantee on demand and without demur.
6. We, (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone



for any time or from time to time any to the powers exercisable by the Government against the said contract (s) and to forbear or enforce any of the terms and conditions of 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 bearance act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Contractor(s).
8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid upto..... (date of Completion plus 60 days). Unless extended on demand by Government. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs..... (Rs.....only) unless a demand under this guarantee is made on us in writing on or before..... we shall be discharged from our liabilities under this guarantee thereafter.

Dated: the day of for
(indicate the name of bank)

Signature of Banks Authorised official

(Name)
Designation with Code No.....
Full Address.....

Witness 1:

Signature.....
Name.....
(In Capital)
Address.....
.....
.....

Witness 2:

Signature.....
Name.....
(In Capital)
Address.....
.....
.....



Annexure – XXVII

Bid Security Declaration

I/We, M/s _____ (Name of bidder) am/are aware that I/We have been exempted from submission of Bid Security/Earnest Money Deposit in lieu of this Bid Security Declaration. I/We understand and accept that if I/We withdraw my /our bid within bid validity period or if awarded the tender and on being called upon to submit the Performance Guarantee /Performance Security fail to submit the same within the stipulated time period mentioned in tender documents or on being called upon to sign the contract agreement fail to sign the same within stipulated period mentioned in tender documents, I/We i.e., **the bidder shall be banned from submission of bids in any Works/ Service Tender issued by Indian Railways for a period of 12 months from the date of such banning done on e-platform IREPS.**

SEAL AND SIGNATURE
OF THE TENDERER

Place:

Dated:



ANNEXURE -XXVIII

Declaration by bidder from a country sharing land border with India

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached] I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will or sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated



ANNEXURE -XXIX

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India,
Acting through Sr. DEE/TRD/UMB,
Ambala Cantt.
Beneficiary: Sr. DFM/NR/UMB

Date:

Surety Bond No:

Issue Date:

Amount of Bond:

Expiry Date:

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

AND

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



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. 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(₹ 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 (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.

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.

Not with standing anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed (₹ Only).
- b. This Surety Bond shall be valid up to (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before (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 date of

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

End of Tender document