# STANDARD TENDER DOCUMENT

ENGINEERING DEPARTMENT

**NORTHERN RAILWAY**

**2022**

**Website: www.nr.indianrailways.gov.in**

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| **PART - II** |
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| **STANDARD GENERAL CONDITIONS OF CONTRACT** |
| **# Standard General Conditions of Contract Part-II OF GCC 2022 will be applicable on the STD.**<br>**# 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

## INSTRUCTIONS TO TENDERERS (ITT)

### 1 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 contract agreement, 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. 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.

viii. 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.

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 Tenderers (ITT) shall be read in conjunction with the Standard 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 Instructions to Tenderers (ITT) 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 /LLP/Trust/ Co-operative Society 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) "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns.

(h) "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.

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

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

(k) "**Works"** shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(l) "**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.

(m) ". 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.

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

(o) '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.

(p) 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.

(q) "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.

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

**2 Tender for Works: Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, annexure-1. e-Tender Form shall be issued free of cost to all tenderers.**

**2.1 e-Publishing:** Tender notice and Tender Documents for open Tenders are being published on Northern Railway website: **www.nr.indianrailways.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 will be kept as 60 days & for two packet system 90 days.

**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-Tendring.**

**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) Incase 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.

**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.**

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:** The cost of Tender Document (TDC) is not refundable. Failure to deposit cost of tender will lead to summarily rejection of tender **The cost of Tender documents will be as per Railway Board's guidelines**. However, e-Tender Forms shall be issued free of cost to all tenderers.

**3.3 Bid Security**

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 works estimated to cost up to **Rs**.1 crore | 2% of the estimated cost of the work |
| For works estimated to cost more than **Rs**. 1 crore | **Rs**.2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs 1 crore subject to a maximum of **Rs**. 1 crore |

(i) The Bid Security shall be rounded off to the nearest Rs. 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 deposit detailed above.

(iii) Labour Cooperative Societies shall submit only 50% of above Bid Security deposit detailed above.

**Note: -** 1. Bid Security will be acceptable online though net banking or gateway payment only in favour of Sr.DFM/NR/…….Division or FA&CAO/NR. The cost of tender document is not refundable and should not be included with Bid Security.

**3.3.2** 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 forfeited to the Railway.

**3.3.3 If his tender is accepted, this Bid Security mentioned in sub clause 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.**

**3.3.4 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.**

**3.3.5 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 90days beyond the bid validity period.**

**3.3.6 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 within 5 working days of deadline of submission of bids.

iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.

iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.

v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected

vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "Bid for the ***** Project" and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand top corner of the envelope.

vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

viii. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

**3.4 <u>Similar Nature of Work</u>**

The Similar nature of work should be defined in tender notice & Section 3 of Tender Document in accordance with the **Pr. CE Circular no: 610 (Revised-3) circulated vide Head Quarter letter no: 74-W/0/Pt-XXV/Similar Nature of Works/WA Dated: 22.01.2020 or as amended from time to time.**

**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 Technical Eligibility Criteria:**

(a) The Tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

(b) (i) In case of tender for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

Note for

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

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

(b) (iii) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 (a) (ii) of Part-II of the Standard General Conditions of Contract or through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of

Contract Part-II of GCC 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:

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, with prior approval of Chief Engineer in writing.

**Note for 3.5.1:-**

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

**3.5.2. Financial Eligibility Criteria:**

The tenderer must have minimum average annual contractual turnover of 1.5 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**.**

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

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

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

**3.5.5 Explanation for clause 3.5.1 to 3.5.4- Eligibility Criteria: -**

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard*

*should have been issued not prior to 60 days of date of invitation of present tender.*

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

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

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

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

5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.

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

7. 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) GCC April 2022 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.

**3.5.6 Relaxation of Eligibility Criteria for 'Start-up' firms**: Technical and financial eligibility criteria mentioned in GCC 2022 shall normally apply to all firms including 'Start-up' firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry). However, before inviting tender, General Manager, on the recommendation of PHOD/CHOD of the department inviting tender and associate finance, can relax the applicability of eligibility criteria to 'Start-up' firms (recognized by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry) on case to case basis.

**3.5.7 Eligibility criteria for bidder from a country sharing land border with India:**

I. Any bidder from a country which shares a land border with Indian will be eligible to bid in any tender only if the bidder is registered with the Competent Authority.

II. "Bidder" (including the term 'tenderer', 'consultant; or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with Indian" for the purpose of this Order means:-

a. An entity incorporated, established or registered in such a country, or
b. A subsidiary of an entity incorporated, established or registered in a such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country ; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner of the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting along or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
   Explanation-

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of share or capital or profits of the company,

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**3.5.8** A certificate shall be taken from bidders in the tender documents regarding their compliance with this order (Annexure-XXVIII). If such certificate given be a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

**3.5.9** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contact execution.

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

**NOTE (A):** For judging the technical eligibility, financial capability and available bid capacity only those works which had been executed for the under Government/Semi Government/PSU shall be considered and the tenderer(s) will submit the certificate to this effect from the Officer concerned duly signed under the official seal. **It should be noted that credentials for the works executed for Private Individual/Private Organization except as mentioned in note for 3.5.1 shall not be considered.**

**3.7** **Documents to be submitted along with Tender**

**3.7.1 Partnership Deeds, Power Of Attorney etc.:**

(i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary firm) or on behalf of a partnership firm/Company/Joint Venture (JV) /Registered Society/ Registered Trust/Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. The Tenderer (s) shall enclose self-attested copies of the constitution of their concern, Partnership Deed, 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

**3.7.2 (a) Sole proprietor Firm:**

All documents in terms of explanatory notes in clause 3.5 above.

**(b) HUF:**

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

(ii) All other documents in terms of explanatory notes in clause 3.5 above.

**3.7.3 Partnership Firm:**

**3.7.3.1** The Tenderer shall submit self-attested copies of (i) registered/ notarized partnership deed and (ii) Power of attorney (duly registered as per prevailing law) duly authorizing one or more of the partners of the firm or any other person (s), authorized by all the partners to act on behalf of the firm and to submit &

sign the tender, sign the Agreement, witness measurements, sign measurement books, receive payment, make correspondences, compromise, settle/ relinquish any claim (s) preferred by the firm, sign "No Claim" certificate, refer all or any dispute to arbitration and to take similar action in respect of all tender/ Contract. **Guidelines regarding tenders by Partnership Firms and their Eligibility Criteria reproduce as Annexure-VIII.**

**3.7.3.2** "Any tender submitted by a partnership firm without enclosing self attested copy of registered/ notarized partnership deal or power of attorney duly authorizing the signatory as noted above shall be treated as having been submitted by individual signing the tender documents. The railway will not be bound by any power of attorney granted by the 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."

**3.7.3.3** The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

**3.7.3.4** The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

**3.7.3.5** 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.

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

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

**3.7.3.7** 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.

**3.7.3.8** 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.

**3.7.3.9** 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.

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

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

(a) Joint and several liabilities:

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

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

**3.7.3.12** The tenderer shall clearly specify that the tender is submitted on behalf of a partnership firm. The following documents shall be submitted by the partnership firm, with the tender:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

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

(iv) All other documents in terms of Para 3.5 above.

**3.7.3.13 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 above.

### 3.7.4 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.

### 3.7.5. LLP (Limited Liability Partnership) Firm:

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 of LLP.
(iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender/MoU/JV on behalf of the LLP and create liability against the LLP.
(iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
(v) All other documents in terms of explanatory notes in clause 3.5 above.

### 3.7.6 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.

### 3.7.7 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).**

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

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

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

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

3.7.7.5 Bid Security shall be deposited 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.**

3.7.7.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV Members on a stamp paper, shall be submitted by the JV along with the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

3.7.7.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

3.7.7.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified

after submission of the tender bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

3.7.7.9 Similarly, after the contract is awarded, the constitution of JV shall not normally be allowed to be altered during the currency of contract except when modification become inevitable due to succession 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.

3.7.7.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

3.7.7.11 On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case 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:

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

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

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

3.7.7.12 Authorized Member - Joint Venture members in the JV MoU shall authorize one of the members on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

3.7.7.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

3.7.7.14 Documents to be enclosed by the JV along with the tender:

**3.7.7.14.1** In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with Registrar.

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

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

**3.7.7.14.2** In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

(i) A copy of notarized affidavit on Stamp Paper declaring that his concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

(i) A copy of resolutions of 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.

**3.7.7.14.4** In case one or more members of the JV is/are LLP firm/s, the followingdocuments 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.

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

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Rules & Regulations of the Society

(iv) A copy of Power of Attorney**,** in favour of the individual to sign the tender documents and create liability against the Society/Trust.

**All other documents in terms of explanatory notes in clause 3.5 above.**

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 3.5.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV.

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

(b) For works with composite components

The technical eligibility for major component of work as per para 3.5.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV' and technical eligibility for other component(s) of work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'any member of the JV'.

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

Note for Clause 3.7.4.15.1:

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

(b) Value of a completed work done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the

purpose of satisfying his/her compliance to the above mentioned technical eligibility criteria in the tender under consideration.

### 3.7.7.15.2 Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 3.5.2 above. The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 3.5.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

### 3.7.7.15.3 Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 3.6 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

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 Appostille certificate.*

**3.8.0 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:**

**3.8.1** (i) Tender Document accompanied with required Earnest Money.

(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 whatsoever, 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 anyother 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 that 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 Tenderering 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 competition 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/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

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

AND

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

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained

by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note:-If information as required as per 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……. 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 send 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Account et 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 notarized affidavit on a non-judicial stamp paper 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. Non submission of a copyof certificate by the bidder shall result in summary rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to indentify, 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 five 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 railway shall be forfeited. In addition, other dues of contractor, if any under this contract shall be forfeited and agency shall be banned for doing business for a period of upto five 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:**

**4.1 Right of Railway to Deal with Tenders:**

The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

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

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 **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.**1C 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.

4.1D **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.

4.1E **Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

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

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

**4.2 Opening of Tender: <u>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.</u>**

**4.2 A <u>ELECTRONIC REVERSE AUCTION (E-RA)</u>**

(Ref: RBL No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

**Process of Electronic Reverse Auction (e-RA) shall be adopted for Works tenders on mentioned below:-**

**A. Tender for Works, Services and Stores Contracts**

**1.0 <u>Selection criteria for tender cases for Works, Stores and Services proposed through Reverse Auction (e-RA) route:-</u>**

*a)* In the first phase, following method of purchase through Reverse Auction shall be the preferred method for procurement for Stores tenders valued more than Rs. 5 Cr. in each case and for Works and Services for tenders valued more than Rs. 50 Cr, in each case.*(RB Letter No. 2019/RS(G)/779/2 Dated 08.08.2019)*

b) The process of procurement through Reverse Auction shall be followed only in case of tenders where there are at least three approved vendors (where work to be executed/service to be provided/bulk procurement is to be from vendors approved by RDSO/CORE/Pus etc.) or at least three proven/likely competitive sources, prima facie competent for execution of work/provision of service/bulk ordering.

c) Financial Bids in single currency/ parameter only shall be allowed.

## 2.0 Procedure for award of contracts through Reverse Auction:

**a)** The procedure discussed herein shall be fully implemented through IREPS. Any reference to Reverse Auction in these instructions shall imply e- RA.

**b)** Conduct and reporting of Reverse Auction shall be as per Annexure I detailed below.

**c)** Each tender should clearly specify essential technical and commercial parameters in a transparent manner. No deviation to such essential Technical & Commercial conditions shall be permitted to the vendors in the electronic bid form.

## 2.1 Technical Bid and Initial Price Offer:-

**a)** (i) In Works and Services related tenders E-RA shall be adopted only for those cases where evaluation is on the bases of single parameter/currency.

(ii) In case of Stores Tenders procuring authority shall decide the bid evaluation criteria in the tender itself, i.e. whether evaluation shall be item wise, or overall tender value wise.

**b)** Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.

(i) In case of Works and Services tenders, offers found eligible for award of contract/meeting eligibility criteria shall be categorized as Qualified for Award of Contract for the purpose of e-RA

(ii) In case of Stores tenders, offers found eligible for bulk order shall be categorized as Qualified for Bulk Order for the purpose of RA and offers found eligible for Developmental order shall be categorized as Qualified for Developmental Order for the purpose of RA.

**c)** Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for award of contract.

**d)** Technical & Commercial evaluation of bids shall be done by a Tender Committee, as per extant guidelines, delegation and the estimated value of tender. Recommendations of Tender committee shall be considered by Tender Accepting Authority, as per existing guidelines.

**e)** Initial Price Offer of only those bidders categorized as Qualified for Award of contract in case of Works and Services Tenders shall be opened and tabulated by system separately. Extant instructions for electronic tabulation shall apply for tabulation of Initial Price Offers.

## 2.2 Financial Bid:

Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction:

**a) Selection of vendors for Reverse Auction for award of Contract in Works and Services tenders and bulk ordering in Stores tenders:**

| Number of tenderers Qualified for Award of contract/Bulk Order | Number of tenderers to be selected for Reverse Auction | Remarks |
|---|---|---|
| < 3 | NIL | The bids disallowed from participating in the Reverse Auction shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself. |
| 3 to 6 | 3 | |
| More than 6 | 50% of Vendors Qualified for Bulk Order/award of contract (rounded off to next higher integer). | |

**Note:**

i. ***** If the number of tenderers qualified for Bulk Order/Award of Contract is less than 3, RA shall notbedoneand tender maybedecided onthebases of Initial Price Offer(s).

*ii.* In case of Stores tenders, selection of vendors for Reverse Auction for developmental ordering: Offers Qualified for Development Order, with initial price offer lower than the highest initial price offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*

*iii.* MSE Criteria (Not applicable for Works0: All MSEs (Micro & Small Enterprises) found Qualified for Bulk/Development Orders/Award of Contract but could not be selected for Reverse Auction as per criteria stipulated in para 2.2 (a) and 2.2 (a) Note (ii) above, but are within the range of 15% of lowest Initial Price Offer of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 2.2 (a) and 2.2 (a) Note (ii) above. In case of Stores tenders, lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order. However, in case all the bidders qualifying for bulk as well as for developmental order before applying elimination criteria) are within MSE category, this clause shall not apply. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dt. 18.10.2019)*

iv. **Make in India criteria:** All bidders eligible for benefits under Public Procurement (Preference to make in India) Order-2017, found qualified for Bulk/Developmental Order/Award of Contract and are within the specified range of price preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price Offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per para 2.2 (a) and 2.2 (a) Note (ii) above. However, if all the bids qualified for bulk order as well as for developmental order (before applying elimination criteria) also qualify under “Make in India Order, 2017” criteria, this clause shall not apply.
*(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*

**b)** During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price offer.

2.3 (i) Reverse Auction among bids categorized as Qualified for award of contract in case of Works and service tenders shall be conducted on IREPS/Suitable Platform. Bidders shall be able to see the auction screens.

(ii) Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform in Stores tenders. Qualified bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction amongst bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for developmental order. However, bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification. Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be intimated on website about the status of Reverse Auction, i.e. when the auction will start/ had started, whether the auction is live or whether the auction has closed. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*

2.4 In case of Stores Tenders, quantity to be covered on developmental orders shall be limited to 20% of the net procurable quantity. Developmental orders shall be placed in terms of Railway Board letter No. 99/RS(G)/709/1/Pt. Dated 13/01/2015. The quantity covered on developmental orders may be within or outside NPQ, which may be decided by TC/TAA, before conduct of Reverse Auction.

*2.5* After obtaining the final price offers through Reverse Auction, the lowest bid of only those bidders who had participated in the Reverse Auction shall be tabulated and considered for ordering. The offers of bidders which were eliminate from Reverse Auction in terms of Para 2.2 shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of Government of India at the relevant time shall be applicable. *(RB Letter No. RS(M)/2011/EPS/01 Pt. Dated. 18.10.2019)*

2.6 The level of Tender Committee to consider the Final Price Offers shall be determined on the basis of lowest Initial Price Offer of bid Qualified for award of contract in case of Works and services tenders and qualified for Bulk Order in case of Stores tenders, as opened prior to Reverse Auction. In case the level of Tender Committee which evaluated technical & commercial bids as per para 2.1(d) was higher than the level of TC competent to consider lowest Initial Price Offer of bid Qualified for award of contract/Bulk Order, the higher level TC shall continue to finalize such tender cases.

2.7 For specific high value cases centralized at Railway Board such as procurement of Wagons, HSD oil, Track Machines, Steel, Rail and such other works/services/procurement, specific e-RA conditions, may be formulated and incorporated in the tender conditions duly vetted by Associate Finance and approved by competent authority.

Annexure

## Procedure for Conduct and Reporting of R.A

(Annexure of RBL No. 2017/Trans/01/Policy/Pt-S dated 28.03.2018)

1. The tendering authority shall solicit bids through an invitation to the electronic Reverse Auction to be published or communicated in accordance with the provisions similar toe-procurement.

**2.** Convener of the tender committee shall fix the following, on case to case basis, depending upon the nature of item/work/service and complexity of case on hand. **These shall be indicated in the tender for e-RA itself.**

   a. Initial e-RA period: This shall be the initial time interval for e-RA. e-RA shall be open for this duration.

   b. Auto extension period: In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extension. When no offers is received in the last auto extension period, e-RA shall close.

   c. Minimum decrement in percentage of value of the last successful bid.

3. Date and time for start of e-RA shall be communicated to qualified tenders by the convener after evaluation of the Technical Bids.

4. After submission of Initial Price Bid, tenderers will not be allowed to revise the taxes and other levies.

5. During auction period, identities of the participating tenderers will be kept hidden.

6. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest Initial Prices Bid of the tenderer eligible for award of contract.

7. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.

8. Railway users can also view the bidding history in chronological order.

9. Bidder shall not be allowed to withdraw their last offer.

10. L-1 will be defined as the lowest bid obtained after the closure of R.A. session for Goods, work and services tenders.

**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."**

**4.4.1** 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.

**4.4 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 Earnest money in terms of Para 1x2 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 endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

**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 (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

**5.1 (A) 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 22$^{nd}$ day after the date of issue of LOA. Further, if the 60$^{th}$ day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.
The failed Contractor shall be debarred from participating in re-tender for that work.

(b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to **5%** of the original contract value:

(i) A deposit of Cash;
(ii) Irrevocable Bank Guarantee;
(iii) Government Securities including State Loan Bonds at 5 % below the market value;
(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
(vi) Deposit in the Post Office Saving Bank;
(vii) Deposit in the National Savings Certificates;
(viii) Twelve years National Defence Certificates;
(ix) Ten years Defence Deposits;
(x) National Defence Bonds and
(xi) Unit Trust Certificates at 5 % below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

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

(d) 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 in addition to forfeiture of Security Deposit available with railway.

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

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

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

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

(iv) The format of Performance Guarantee is at Annexure – XXVI.

**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 chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, **Annexure-II**. During the currency of the Zone Contract, work orders as per specimen form **Annexure-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 shramik kalyan 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. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register shall 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 shramik kalyan 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 Shramik kalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till_____Month_____Year." (Rly. Board letter No. 2018/CE-I/CT/4 Dt. 17.10.2018).

## 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)"**

**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** | |
| 1 | Special Specifications for Non schedule items | |
| 2 | 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) | |


**Note - I: -** GCC Pt-I and Pt –II along with latest correction slips are standard documents applicable to all contracts on Northern Railway.

It is available on Northern Railway website: www.nr.indianrailways.gov.in for general information purpose.

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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 / two packet) |
| 2. | Tender Notice No.& date | |
| 3. | Tender No. | |
| 4. | Name of the Work | Short description which should end…….as given in Scope of Work. |
| 5. | Approximate Cost of Work | |
| 6. | Period of Completion | |
| 7. | Amount of Earnest Money | |
| 8. | Tender Document can be obtained from website / office at | |
| 9. | Last date and time of sale / downloading of Tender Document. | |
| 10. | Due date & time of submission of Tender Document | |
| 11. | Due date & time of opening of Tender* | |
| 12 | Place of Opening of Tender Document. | |

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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**(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 | |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**NORTHERN RAILWAY**

**Website: www.nr.indianrailways.gov.in**

## SECTION -2 TENDER NOTICE

Divisional Railway Manager (Works), Engineering Department.... Division, Northern Railway,. .....(Name of city, State) for and on behalf of President of India invites open e-Tenders for the following works

Tender No.

Name of the Work:

| Critical Dates | | |
|---|---|---|
| Code | Activity | Date |
| D0 | Date of availability of tender document on www.ireps.gov.in. | |
| D1 = D0 + 6 days | Start of submission of offer on www.ireps.gov.in | |
| D2 = D0 + 21 days | • End of Availability of Tender Documents at www.ireps.gov.in.<br>• Opening of tender/offer. | |
| The reference time for all the above activities is **15.00**hours. | | |
| **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)

**Signature of Tenderer** **Signature of Tender inviting Authority**

## SECTION 3: SCOPE OF WORK AND TENDER DRAWINGS

| | | |
|---|---|---|
| 1. | Scope of Work | Please give the detailed description of Scope of Work ending with ……as per items given in Schedule of Quantities. |
| 2. | Location of Work | |
| 3. | Approximate Cost | |
| 4. | Estimate No | |
| 5. | Allocation | |
| 6. | Period of completion | |
| 7. | Definition of Similar Nature of Work to be considered for the above work | . |
| 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:<br>Three similar works costing not less than the amount equal to 30% of advertised value of tender, or<br><br>Two similar works costing not less than the amount equal to 40% of advertised value of tender, or<br><br>One Similar work costing not less than the amount equal to 60% of advertised value of tender. |
| 9. | Drawings and sketches duly approved by CA for the Tender | As per plan available with Divisional Office and with site Engineer. |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**SECTION 4.1: Check List as given in Annexure XXI.**

## SECTION 4.2: COVER LETTER

### TENDER FORM - 1

**(To be submitted by Tenderer on its letter head)**

Tender No. _____

Name of Work _____

To

The President of India

Acting through the_____Railway

I/We_____have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of_____days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for_____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 _____months from the date of issue of letter of acceptance of the tender.

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

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

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

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

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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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 Witnesses: _____

(1) _____ Signature of Tenderer(s)

(2) _____ Date _____

Address of the Tenderer(s)

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE - I (**Contd. …)

## TENDER FORM -2

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

(a) Tender Forms – First Sheet and Second Sheet

(b) Special Conditions/Specifications (enclosed)

(c) Bill(s) of quantities (enclosed)

(d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be seen in the office of_____or obtained from the office of the Chief Engineer,_____Railway on payment of prescribed charges.

(e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of_____or obtained from the office of the Chief Engineer,_____Railway on payment of prescribed charges.

(f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.

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

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

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

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

**6. Bid Security:**

(a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.

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

(c) If his tender is accepted,

(i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

(ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

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

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

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

**9.** If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

**10. Eligibility Criteria:**

**10.1 Technical Eligibility Criteria:**

(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

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

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

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

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

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b)(3) To evaluate the technical eligibility of tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through subcontractor, with prior approval of Chief Engineer in writing.

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

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

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

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

Note for Item 10.1:

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

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate,

the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

**10.2. Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of 1.5 V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

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

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

[*Explanation for TENDER FORM -2including Para 10.1 to 10.5 - Eligibility Criteria:*

*1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that*

*ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*

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

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

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

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

5. *If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*

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

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

8. *In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the*

*date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*

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

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

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

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

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

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

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

**11. Tenderer Credentials:**

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of _____Railway shall submit along with his / their tender:

(i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.

(ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.

(iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.

(iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.

(vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto five 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 five years.

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

**13.** **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the _____,_____Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications

annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

**14. Documents to be Submitted Along with Tender**

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

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

**(a) Sole Proprietorship Firm:**

(i) All documents in terms of TENDER FORM -2 above.

**(b) HUF:**

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

(ii) All other documents in terms of TENDER FORM -2 above.

**(c) Partnership Firm:**

(i) All documents as mentioned in para18 of the TENDER FORM -2.

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

**(e) Company registered under Companies Act2013:**

(i) The copies of **MOA (Memorandum of Association) / AOA (Articles of Association)** of the company

(ii) A copy of Certificate of Incorporation

(iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.

(iv) All other documents in terms TENDER FORM -2 above.

**(f) LLP (Limited Liability Partnership):**

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation

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

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

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

**(g) Registered Society & Registered Trust:**

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.

(iv) A copy of Rules & Regulations of the Society

(v) All other documents in terms of TENDER FORM -2above.

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

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

(v) A tender from JV shall be considered only where permissible as per the tender conditions.

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

**15.** The tenderer whether sole proprietor / a company or a partnership firm / 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 Appostille certificate.*

**16. Employment/Partnership etc. of Retired Railway Employees:**

(a) Should a tenderer

i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR

ii) being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, OR

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

AND

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

THEN

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

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

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

**17. Participation of Joint Venture (JV) in Works Tender:** This para shall be applicable for works tenders wherein tender documents provide for the same.

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

17.2 Number of members in a JV shall not be more than three, if the work involves only one department (say Civil or S&T or Electrical or Mechanical) and shall not be more than five, if the work involves more than one Department. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each

in case of JV with upto three members and not less than 10% each in case of JV with more than three members. In case of JV with foreign member(s), the Lead Member has to be an Indian firm/company with a minimum share of 51%.

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

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

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

(i) Cash through e-payment gateway or as mentioned in tender document, or

(ii) Bank Guarantee bond either in the name of JV, or in the name of all members of JV as per MOU irrespective of their share in the JV if the JV has not been constituted legally till the date of submission of tender.

17.6 A copy of Memorandum of Understanding (MoU) duly executed by the JV members on a stamp paper, shall be submitted by the JV alongwith the tender. The complete details of the members of the JV, their share and responsibility in the JV etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.

17.7 Once the tender is submitted, the MoU shall not normally be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Bid Security shall be liable to be forfeited.

17.8 Approval for change of constitution of JV shall be at the sole discretion of the Railway. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws etc., provided further that there is no change in qualification of minimum eligibility criteria by JV after change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.

17.9 Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

17.10 On award of contract to a JV, a single Performance Guarantee shall be submitted by the JV as per tender conditions. All the Guarantees like Performance Guarantee,

Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

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

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

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

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

17.12 Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.

17.13 No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the Railway in respect of the said tender/contract.

17.14 Documents to be enclosed by the JV alongwith the tender:

**17.14.1 In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:**

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,

(iii) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.

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

**17.14.2 In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:**

(i) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

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

(i) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,

(ii) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company

(iii) A copy of Certificate of Incorporation

(iv) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual**,** to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company

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

(i) A copy of LLP Agreement

(ii) A copy of Certificate of Incorporation of LLP

(iii) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement

(iv) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.

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

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

(i) A copy of Certificate of Registration

(ii) A copy of Memorandum of Association of Society/Trust Deed

(iii) A copy of Rules & Regulations of the Society

(iv) A copy of Power of Attorney**,** in favour of the individual to sign the tender documents and create liability against the Society/Trust.

**17.14.6 All other documents in terms of TENDER FORM -2above.**

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

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

(a) For Works without composite components

The technical eligibility for the work as per para 10.1 above, shall be satisfied by either the 'JV in its own name & style' or 'Lead member of the JV'.

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

(b) For works with composite components

The technical eligibility for major component of work as per para 10.1 above, shall be

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

Each other (non-lead)member(s) of JV, who is/ are not satisfying the technical eligibility for any component of the work as per para 10.1 above, shall have technical capacity of minimum 10% of the cost of any component of work mentioned in technical eligibility criteria. i.e., each other (non-lead) member of must have satisfactorily completed or substantially completed during the last 07 (seven) years, ending last day of month previous to the one in which tender is invited, one similar single work for a minimum of 10% of cost of any component of work mentioned in technical eligibility criteria.

*Note for Para 17.15.1:*

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

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

**17.15.2** Financial Eligibility Criteria

The JV shall satisfy the requirement of "Financial Eligibility" mentioned at para 10.2 above. The "financial capacity" of the lead member of JV shall not be less than 51% of the financial eligibility criteria mentioned at para 10.2 above.

The arithmetic sum of individual "financial capacity" of all the members shall be taken as JV's "financial capacity" to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned financial eligibility criteria in the tender under consideration.

**17.15.3** Bid Capacity

The JV shall satisfy the requirement of "Bid Capacity" requirement mentioned at para 10.3 above. The arithmetic sum of individual "Bid capacity" of all the members shall be taken as JV's "Bid capacity" to satisfy this requirement.

## 18. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered

with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

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

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

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

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

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor

shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

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

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

(a) Joint and several liabilities:

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

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

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

(i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

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

(iv) All other documents in terms of TENDER FORM -2 above.

**18.11 Evaluation of eligibility of a partnership firm:**

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in TENDER FORM -2 above.

**19.0 Advances to Contractor –**

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

(Signature)
(Designation)
Signature of Tenderer(s) _____Railway Date _____
Date _____

**ANNEXURE - I (**Contd. …)

## TENDER FORM (Third Sheet)

**Name of Work:**_____

## BILL OF QUANTITIES

**1.** Standard Schedule of Rates (SSOR) Items:

| SL | Item No. of SSOR | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words to be filled by tenderer (₹) | Amount (₹) |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

**2.** Non Standard Schedule of Rates (SSOR) Items:

| SL | Item No. | Description of Item of Work | Approximate Quantity | Unit | Rates in Figures and Words to be filled by tenderer (₹) | Amount (₹) |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

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

I/We undertake to do the work at_____% above/below the Standard Schedule of Rates (SSOR) of the_____Railway as applicable to_____Division or at the rates quoted above for each item.

Dated _____

Signature of the Tenderer(s)

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

**TENDER FORM -2**

**SECTION 4.3: General information of the Tenderer**

| SN. | 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 | | |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**SECTION 4.3: General information of the Tenderer contd.**

| | | | |
|---|---|---|---|
| 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.10.00Crores**. **(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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

## TENDER FORM -3

**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 ……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 ..... 201…

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

**Signature of Tenderer** **Signature of Tender inviting Authority**

Notes:

(a) 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.

(b) Please refer to Para…….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.

(c) 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.

| |
|---|
| Witness 1:<br>Signature…….<br>Name……<br>(In Capital)<br>Address……<br>……<br>…… |
| Witness 2:<br>Signature…….<br>Name……<br>(In Capital)<br>Address……<br>……<br>…… |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**TENDER FORM -4A**

**SECTION 4.5: DETAILS OF WORKS COMPLETED OR SUBSTANTIALLY COMPLETED IN LAST 7 YEARS i.e. ……ONWARDS TO ADJUDGETECHNICALELIGIBILITY**

**(All figures in Rs Lacs)**

| 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:**

1. The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of monthprevious 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.
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. 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.
4. 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).

**Signature of Tenderer** **Signature of Tender inviting Authority**

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.

**Signature of Tenderer** **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 Rs Lacs)**

| 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 Tenderer [4] | Contractual Payment received during | | | | | Amount for Financial eligibility |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | CFY | LFY 1 | LFY 2 | LFY 3 | 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** **Signature of Tender inviting Authority**

**TENDER FORM -5**

**SECTION 4.6: TOP SHEET FOR SCHEDULE OF RATES / QUANTITIES**

**All figures are in Indian Rupees**

| SN | Items | Basic amount / Cost of NS | Rates (% Above/Below/at par) | | Chapter wise Total Amount **( In Figure & words both)** |
|---|---|---|---|---|---|
| | | | In Figures | In Words | |
| | **1** | **2** | **3** | **4** | **5** |
| 1 | Ch 03, 04, 05 & 06 (Concrete & Masonry etc. work ) | | | | |
| 2 | Ch 07 (Wood work) | | | | |
| 3 | Ch 08 (Steel and Aluminum work) | | | | |
| 4 | Ch 11 & 12 (White Washing & Painting, etc. work) | | | | |
| 5 | Ch 13, 14 & 15 (Water Supply, Drainage & Sanitary etc. work) | | | | |
| 6 | Ch 16 (Horticulture work) | | | | |
| 7 | Ch 19, 20, 21 & 22 (Bridge works) | | | | |
| 8 | Ch 23 (Road & Platforms work) | | | | |
| 9 | All other Chapters of USSOR/2010 except above | | | | |
| | **Sub Total of items** | | | | |
| 10 | **All Non-Scheduled Items** | | | | |
| | **GRAND TOTAL(8+9)** | | | | |

(a) The quantities shown in above Schedule are approximate and are as a guide to give tenderer(s) an idea of quantum of work involved. SSE wise, item wise break up of Schedule is attached for information only. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above & no extra rate will be allowed on this account.

**Signature of Tenderer** **Signature of Tender inviting Authority**

**(b)** The rate/s must be quoted in figures as well as in words in col 3 & 4 respectively. In case of discrepancy between the rate(s) quoted in figures and in words, the rate quoted in words' shall prevail**. Rates quoted without mentioning % above/ Below/ At PAR, tender shall be rejected.**

**(c)** In case tenderer/s quote/s multiple rates (including rebate on specific chapter or item) against any group (each row); the offer **shall be rejected.**

**I/We undertake to do the work at % above/below/at par rates quoted above on the specifiedSchedule of Rates (as amended from time to time) and at the rates quoted above for Non Scheduled items.**
**Dated……...**

**Signature of Tenderer** **Signature of Tender inviting Authority**

**SCHEDULE OF RATES AND QUANTITIES: SHEET X of**
**Sr.DEN/DEN……ADEN……SSE…….**
**Allocation…… Estimate No……**

**Part Name of work**

| SN | Chapter group | Item No. | Description of item of work | Approx Quantity | Unit | Rates in figure | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1. | Ch 03, 04, 05 & 06 (Concrete & Masonry etc. work ) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 2. | Ch 07 (Wood work) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 3. | Ch 08 (Steel and Aluminum work) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 4. | Ch 11 & 12 (White Washing & Painting, etc. work) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 5. | Ch 13, 14 & 15 (Water Supply, Drainage & Sanitary etc work) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 6. | Ch 16 (Horticulture work) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 7. | Ch 19, 20, 21 & 22 (Bridge works) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| **Signature of Tenderer** | | | **Signature of Tender inviting Authority** | | | | |

| SN | Chapter group | Item No. | Description of item of work | Approx Quantity | Unit | Rates in figure | Amount |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 8. | Ch 23 (Road & Platforms work) | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 9. | All other Chapters except above | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |
| 10 | NS item | | | | | | |
| | | | | | | | |
| | Sub Total | | | | | | |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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_____, Northern 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 Rs._____.

(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 Standard Schedule of Rates(SSOR) of the Northern Railway, corrected up to the latest Correction Slips and Standard Specifications of the Northern 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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

Contractor_____ Designation_____Railway

Address_____ (For & on behalf of President of India)

Date _____

| |
|---|
| Witness 1:<br>Signature…….<br>Name…….<br>(In Capital)<br>Address……<br>……<br>…… |
| Witness 2:<br>Signature…….<br>Name…….<br>(In Capital)<br>Address……<br>……<br>…… |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**3. Work orders for Zone Contract:**

**ANNEXURE - III**

**WORK ORDER UNDER ZONE CONTRACT**

WORK ORDER NO._____, DATED_____UNDER CONTRACT AGREEMENT NO._____, DATED_____.

Name Of Work _____ (SITE) _____

Schedule of Drawings _____

Authority _____ Allocation _____

The Contractor(s)_____is / are hereby ordered to carry out the following works at_____% above/below the Standard Schedule of Rates (SSOR) of Northern Railway, updated with Correction Slips issued upto date of inviting tender of as otherwise specified in the tender documents under Zone Contract Agreement here-in-before referred to :

| SL | 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 = Rs. _____ | | | | | | |

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 dated 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)

**Signature of Tenderer** **Signature of Tender inviting Authority**

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 Northern 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/colour washing: three calendar months from date of completion.

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

Contractor _____ Railway : Designation _____
(Signature)

(For & on behalf of 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) _____

Address

Date :-

Railway : Designation _____

(For & on behalf of President of India)

Date _____

**Signature of Tenderer**

**Signature of Tender inviting Authority**

Witness 1:
Signature…….
Name…….
(In Capital)
Address……
……
……
Witness 2:
Signature…….
Name…….
(In Capital)
Address……
……
……

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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 inconformity 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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

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.

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 _____

**Signature of Tenderer** **Signature of Tender inviting Authority**

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……
……
……

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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 |
|---|---|---|---|---|---|---|
| | | | | | | |

| | |
|---|---|
| Signature .....<br>Name.....<br>(In Capital)<br>Address.....<br>.....<br>.....<br>Date..... | Signature .....<br>Name &Designation .....<br>(In Capital)<br>Address.....<br>.....<br>.....<br>Date..... |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE – VII**

**Reference – Para 3.6**

## TENDERER'S CREDENTIALS (BID CAPACITY)

**NORTHERN RAILWAY**

For tenders having advertised value more than Rs 20 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 x N x 2] – 0.33xNxB
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 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 of 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 of 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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

**Annexure –VIIA**
Reference Para 3.3

**(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.....,
Northern 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.

**Annexure –VIIB**
Reference -Para 3.5.2

**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. Participation of Partnership Firms in works tenders:

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized prior to date of tender opening as per the Indian Partnership Act.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners GCC April 2022.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after 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 EMD shall be forfeited.

If any Partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected and EMD 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 his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of General Conditions of Contract.

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

18.6 The tender form shall be submitted only in the name of partnership firm. The EMD shall be deposited by partnership firm through e-payment gateway or as mentioned in tender document. The EMD submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 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”, specially 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” shall be notarized / registered and submitted along with the tender.

18.8 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.

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

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

(a) Joint and several liabilities:

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

(b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

(c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

(d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

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

(i) A notarized copy of partnership deed.

(ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of 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 the General Conditions of Contract.

(iv) All other documents in terms of explanatory notes in clause 10 above.

18.12 **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 3.5above.

**Annexure-IX**

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

| S N | 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** | | | | | |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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 |
| | | | |
| | | | |
| | | | |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE-**

## 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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE-XIII**

**12. Applicable charges/recoveries/Advance etc.**

| S. no. | 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), 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 |

**Signature of Tenderer** **Signature of Tender inviting Authority**

| S. No. | Item | Description |
|---|---|---|
| | | 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.<br>(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 no64/W2/CT/56 dated. 27-03-1967 and<br>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 (PVC) shall be applicable onlyin tender having advertised value above Rs. 2 Crores and having completion period above 12 months (Ref. Clause 46A.1 of GCC-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. |

**Signature of Tenderer** **Signature of Tender inviting Authority**

# PART-II ANNEXURES

**ANNEXURE – 118**
**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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE –**

Reference Para 60.(2)

**CERTIFICATE OF FITNESS**

1. (a) Serial Number_____
   (b) Date _____
2. Name of person examined _____
3. Father's Name: son/daughter of _____
   Residing at _____
4. Sex _____
5. Residence:
   _____
   ____
6. Physical fitness
7. Identification marks _____
8. 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.
9. 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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE – 120**
(Reference Clause 62.(1)
Registered Acknowledgement Due

**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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE – 121**

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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**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.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

**Signature of Tenderer** **Signature of Tender inviting Authorit**

**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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE – XX**

Reference Para 62.(1)

Registered Acknowledgement Due

**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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**Annexure-XXI**

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

| SN | Description of item to be checked before Issuing Tender Document by Department | Pl fill Yes / No |
|---|---|---|
| 1. | Has all pages of the Tender Document are numbered serially & signed by the Tender Issuing Authority | |
| 2. | Has the cost of Tender Document mentioned in the Tender Notice. | |
| 3. | Has the Amount of Earnest Money mentioned in the Tender Notice. | |
| 4. | Has the scope of work, location and sketches etc given in Section 3 of Tender document corresponding to TOP SHEET of Form 5 | |
| 5. | Has the work of Similar nature defined in Section 3 of the Tender document | |
| 6. | Has amount of single, Similar nature of work for Technical Eligibility mentioned in superscript Note 1 of Form 4 | |
| 7. | Has amount of Financial Eligibility mentioned in superscript Note 1 of Form 4 | |
| 8. | Has the date, Time & Place of opening mentioned in the Tender Notice | |
| 9 | In support of TOP SHEET of Form 5, has SSE wise quantities given in Schedule of rates and Quantities | |
| 10 | In support of TOP SHEET of Form 5 and SSE wise quantities, has estimate wise amount given on Tender case file. | |

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE – XXII**

Reference Para 48.(3)

## FINAL SUPPLEMENTARY AGREEMENT

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.

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'.

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.

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_____(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_____(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.

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 for and on behalf of the President of India

Witnesses _____

ADDRESS:_____

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE-127**

Reference Para 64.3 & 64.6

**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 the Standard General Conditions of Contract.

Signature of Claimant _____ Signature of Respondent_____

*Strike out whichever not applicable.

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE-XXIV**

**Reference -Para 3.01**

## 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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

8. I/we understand that if the contents of the certificate submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security besides banning of business for a period of upto five year. Further, I/we (insert name of the tenderer) **---------- and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Bid Security/Security Deposit and Performance guarantee besides any other action provided in the contract including banning of business for a period of upto five 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 fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

SEAL AND SIGNATURE
OF THE TENDERER

Place:
Dated:

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

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

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE-130**

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 empanelled 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:

   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:

**Signature of Tenderer** **Signature of Tender inviting Authority**

**ANNEXURE -XXVI**

Name of the Bank ----------
President of India
Acting through Sr. DFM/N. Rly,
- - - - - - - - - - - - - - - - - - -
**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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

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.

**Signature of Tenderer** **Signature of Tender inviting Authority**

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……
……
……

**Signature of Tenderer** **Signature of Tender inviting Authority**

# DELETED

~~**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:

**END OF THE DOCUMENT**