

**OFFICE OF THE CHIEF WORKSHOP MANAGER/ N. RLY.  
/ C & W REPAIR SHOP/ JAGADHRI WORKSHOP**



# **Open Tender Document**

## **Single Packet**

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**TENDER NO:** 6-S/90/Tender/2025-26/JUDW

**NAME OF THE WORK:** Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months.

**DATE OF OPENING:** 07-07-2026

## Top Sheet

### A. Details by Railways

Tender Notice No.	6-S/90/Tender/2025-26/JUDW
Name of Work	Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months
Qty.	As per scope
Tender Cost	₹ 96,85,645.34/- Rupees Ninety-six lakh eighty-five thousand six hundred forty-five rupees and thirty-four paise only
Completion Period	24 months from the date of issue of Letter of Acceptance
Tender Document Cost	Nil
Bid Security	₹ 193700.00/- Rupees one lakh ninety-three thousand seven hundred Only
Last Date/Time of receipt of Tenders	07-07-2026 till 1530 hrs
Date & time of opening of tender	07-07-2026 at 1535 hrs Tender opening will be done any time after the tender closing time. The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender.
Validity of Offer	60 days from the date of opening of tender
Eligibility Criteria	<p>A) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p style="padding-left: 40px;">Three similar works costing not less than the amount equal to 30% of advertised value of the tender, OR</p> <p style="padding-left: 40px;">Two similar works costing not less than the amount equal to 40% of advertised value of the tender, OR</p> <p style="padding-left: 40px;">One similar work costing not less than the amount equal to 60% of advertised value of the tender.</p> <p>Similar nature of work: -  <b>"The tenderer should have experience of having successfully executed a similar work of Manufacturing /Refurbishment of seats/berths or interior furnishing in Railway carriages/Air buses/Road buses."</b></p> <p>B) Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or V crores whichever is lower; 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.</p>

Note:

1. The tender may be submitted on the website: [www.ireps.gov.in](http://www.ireps.gov.in)
2. The tenderer/s must be registered on the Indian Railway E-Procurement system (IREPS) site i.e. [www.ireps.gov.in](http://www.ireps.gov.in) for participating in the e-tender system.
3. For all terms & conditions please refer tender document.
4. No manual offers are acceptable.
5. Payment of Bid Security and Tender document cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gateway only
6. No post tender correspondence for submission of additional documents shall be entertained after opening of tender.
7. Offer submitted by the tenderer must be kept valid for a period of 60 days.

**B. Mandatory details to be filled in by tenderer while submitting their offer**

1	Constitution of the Firm/concern. (Tick as applicable)	Sole Proprietorship/Partnership firm/Company/ JV/Society
2	Full names of Sole Proprietorship/Partnership firm/Company/ JV/Society (as the case may be)	
3	Year of formation/ incorporation	
4	If firm is Micro and Small Enterprises registered a) Registered from (body approved by Ministry of MSME) b) Registration No. c) Terminal validity up to (for similar service contracts)	
5	PAN No. (please attach copy also)	
6	GSTIN No. (please attach copy also)	
7	Registered Office Address	
8	Address on which correspondence regarding this tender should be done	
9	Names of the proprietor /partners/JV members etc.	
10	Mobile No. (Compulsory)	
11	E-mail ID (Compulsory)	

Note: Special attention of tenderers is drawn to clause 15 of “General Conditions of Tender”, as per which they should submit the requisite documents along with tender pertaining to their financial eligibility.

Special Remarks: The bid security of unsuccessful tenderer/s will be returned within a reasonable time through EFT hence it is mandatory to fill the Annexure-I

Signature of the Tenderer

## **FORM OF AN OFFER**

**TENDER NO: 6-S/90/Tender/2025-26/JUDW**

Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months

To

The President of India

Acting through the Chief Workshop Manager Jagadhri Workshop Northern Railway

1. I/We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of \_\_\_\_\_ 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 ₹ 193700.00/- Rupees one lakh ninety-three thousand seven hundred Only 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. I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

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

Date \_\_\_\_\_

Address of the Tenderer(s)

\_\_\_\_\_

**OFFICE OF THE  
CHIEF WORKSHOP MANAGER  
JAGADHRI WORKSHOP  
DISTT YAMUNA NAGAR  
PIN 135002**

**TENDER NO: 6-S/90/Tender/2025-26/JUDW**

Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months

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1	Name of Work	Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months
2	Qty.	As per scope
3	Period of Contract	24 months from the date of issue of letter of acceptance
4	Bid Security	₹ 193700.00/- Rupees one lakh ninety-three thousand seven hundred Only
5	Last Date of Submission of Tender Document	07-07-2026 up to 1530 hrs
6	Date & Time of Opening of Tender	07-07-2026 at 1535 hrs. Tender opening will be done any time after the tender closing time. The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender.
7	Cost of Tender Document	Nil
8	Tender Value	₹ 96,85,645.34/- Rupees Ninety-six lakh eighty-five thousand six hundred forty-five rupees and thirty-four paise only

**List of Documents to be uploaded**

#	Description	Document to be attached	Clause in Bid document
1	Document for EMD exemption claim	Mandatory	Note to Clause 9e Section II of Tender Document
2	Form of an Offer	Desired	Page 4 of Tender Document
3	Documents pertaining to Firms constitution	Mandatory	Clause 19 of Section II of Tender Document
4	Power of Attorney/Authorization	Mandatory	Clause 19 & 20 of Section II of Tender Document
5	Schedule of Rates	Mandatory	To be filled online <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
6	Declaration pertaining to Employment/Partnership etc. of Retired Railway Employees	Mandatory	Clause 59.(9) of IR GCC 2022
7	Undertaking For Truthfulness/ Correctness of the documents Annexure-K (Annexure V of GCC)	Mandatory	To be complied to online on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>
8	Undertaking For Truthfulness/ Correctness of the documents Annexure- K(A) (Annexure V(A) of GCC)	As applicable on firms' constitution	To be submitted online on <a href="http://www.ireps.gov.in">www.ireps.gov.in</a>

**The above list of documents is for guidance only. For participating in this Bid, the bidders must go through the Tender document. Bidders are advised to submit documents in given format only.**

**Mandatory documents must be attached. Non submission by the bidder shall result in summarily rejection of his/their bid**

**Instruction for filling the Tender Form ONLINE:**

The tenderer must read, understand and follow the instruction as given below.

1. Incomplete tenders are liable to be rejected.
2. Manual offers are not allowed against this tender & any such manual offers received, shall be ignored.
3. Contractors are allowed to make payment against this tender towards tender document & bid security only through on-line payment modes available on IREPS portal like NET banking, Debit cards etc.
4. Manual payment through Demand draft, Bankers Cheque, deposit receipt, FDR etc. are not allowed.
5. It is brought to the notice of all bidders that manual/ offline mode of payment through Demand Draft, Banker's cheque, Cash Deposit receipts etc. shall not be available against Works Tenders. The bidders will have to make payment towards tender document cost and bid security against such tenders through online payment modes like net banking, debit/ credit cards etc. available on IREPS portal.
6. Tenderers are requested to view the [www.ireps.gov.in](http://www.ireps.gov.in) website regularly so that if any corrigendum is being issued the same is incorporated by the tenderer before filling the tender.

**Declaration**

(a) I/we have downloaded the tender form from the internet railway website & uploaded and I/We have not tampered/modified the tender forms in any manner, In case, if the same is found to be tampered/modified I/We understand that my/our tender will be summarily rejected and full bid security will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

Date:    --    . --    .2026

Address:

Signature of Tenderer

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

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (a) (v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:
  - Wrong/incorrect invoices is sued by Contractor;
  - No-filing of GST returns;
  - Non-payment of GST collected from Indian Railways to the authorities;
  - Any other non-compliance done by Contractor;

**General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

**Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-K. In addition to Annexure-K, in case of other than Company/Proprietary firm, Annexure-K (A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.



**GENERAL CONDITIONS**

**All General Conditions of Contract of Indian Railways April 2022 with up to date correction slips as applicable shall also be applicable. The tenderer is expected to be familiar with the latest General Conditions of Contract of Indian Railways and it is their responsibility. However, some special features are given here for guidance of the tenderer.**

Tenders must be submitted online through [www.ireps.gov.in](http://www.ireps.gov.in) Tender no. 6-S/90/Tender/2025-26/JUDW due on 07-07-2026 for Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months due on 07-07-2026 at 1530.

***NOTE: ACS – 1 to 11 issued to GCC 2022 are applicable on this tender.***

1. The Tenderers should digitally sign Tender documents before uploading and indicate on the Tender Form in what capacity and authority he/they signs/sign or Power of Attorney should be submitted along with the Tender.
2. Tender opening will be done any time after the tender closing time. The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender due on 07-07-2026 at closing time 1530 Hrs. If the nominated date happens to be a holiday or if due to any reason which in the opinion of the Government are sufficient to postpone the opening of the tender on such date, then on any other day as may be fixed by the Chief Workshop Manager, Jagadhri Workshop or any other Officer of the said Railway authorized by him on his behalf, in the presence of any Tenderers who may wish to be present and no separate notice will be given to Tenderers.
3. If the tenderer deliberately gives wrong information in his/their tender, the Rly. Administration reserved the right to reject such tender at any stage. Tender must be filled without any erasers, alteration or overwriting.
4. Tenderers are advised in their own interest to inspect location & also the items for which they wish to tender since details of the description and quantity are given as a rough guide for identification only and the railway does not give any guarantee in regard to their correctness. The materials can be inspected on application to the Chief Workshop Manager, Carriage & Wagon Repair Workshop, Jagadhri Workshop.
5. The submission of the Tender will be deemed to imply that these Tender conditions and all documents attached herewith have been studied and understood by the Tenderers and that the Tenderer is aware of the full scope of work to be done and the conditions effecting the execution thereof.
6. 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.
7. The works are required to be completed within a period of 24 months from the date of issue of acceptance letter.
8. **Cost of Tender Documents** - E-tender forms shall be issued free of cost to all tenderers.
9. **Bid Security:**
  - a. Subject to exemptions provided under para e Note below, 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 Northern Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.

- c. If his tender is accepted,
  - i. the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
  - ii. the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.  
The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.
- d. In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
- e. The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

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

Note:

- i. The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
- ii. Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
- iii. Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above
- f. If his tender is accepted, this Bid Security mentioned above will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract. The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.
- g. 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-L and shall be valid for a period of 60days beyond the bid validity period.
- h. 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 before closing date for 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 60 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.

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

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

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

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

- i. Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:
  - a. Final Payment of the Contract as per clause 51.(1) and
  - b. Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and

- c. Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1), in case applicable.
- ii. Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.
- iii. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of this clause will be payable with interest accrued thereon.

### **11. Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

- a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

- b) The successful bidder shall submit the Performance Guarantee (PG) in any of the following forms, amounting to 5% of the original contract value and Additional Performance Guarantee as per clause 16(4)(h) (of GCC) in any of the following forms:
  - i. A deposit of Cash;
  - ii. Irrevocable Bank Guarantee;
  - iii. Insurance Surety Bond as per Annexure-XVII. (ACS 9 GCC 2022)

*Note:*

*In case of extension of Date of Completion, Selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/Fresh Performance Security in any form as given above, before expiry of existing Insurance Surety Bond.*

- iv. Government Securities including State Loan Bonds at 5% below the market value;
- v. Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- vi. Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- vii. Deposit in the Post Office Saving Bank;
- viii. Deposit in the National Savings Certificates;
- ix. Twelve years National Defence Certificates;
- x. Ten years Defence Deposits;
- xi. National Defence Bonds and
- xii. Unit Trust Certificates at 5% below market value or at the face value whichever is less.

Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

- c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G.

shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

- d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- 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 the GCC.
- h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

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

12. The successful Tenderers will be notified in writing by the Chief Workshop Manager, C&W Workshop, Northern Railway, Jagadhri Workshop of the acceptance of his tender. The letter communicating acceptance will be sent by Registered post or in case of Local based Firms, by hand delivery or under certificate of Posting to the address furnished by the Tenderer.
13. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as 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 cancelled unless the firm retains its status.
14. The successful tenderer/ tenderers shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager, Northern Railway Jagadhri Workshop, Yamuna Nagar for carrying out the work according to the General conditions of Tender and specification for work and materials as laid down annexure thereof.
15. **Eligibility Criteria** given below shall be fulfilled by the tenderer-  
(Applicable only for works costing more than Rs.50.00Lacs)

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

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

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

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

Similar nature of work: -

Similar Works would entail all

**"The tenderer should have experience of having successfully executed a similar work of Manufacturing /Refurbishment of seats/berths or interior furnishing in Railway carriages/Air buses/Road buses."**

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.

**Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or V crores 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-J, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note: Certificates from the private individuals for whom such works have been executed /being executed shall not be accepted.

**(Authority: Railway Board's Letter No. 94/CE-I/CT/4 (Pt. II), Dated 07/14.11.2013)**

*Explanation for Eligibility Criteria:*

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

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

- 5) If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organization or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfillment of credentials.*
- 6) In case a work is considered similar in nature for fulfillment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.*
- 7) In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$ . For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.*
- 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.]

**16. Credentials to be submitted along with tender/s:**

**(Applicable only for works costing more than Rs.50.00Lacs)**

Tenderer/s should enclose documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof to the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.

No work or supply shall ordinarily be entrusted for execution to a contractor whose capacity and financial status has not been investigated and found satisfactory.

If the tenderer is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure- "E". Tender received without guidelines of Annexure- "E" will be summarily rejected.

The tender/s shall submit the following documents along with his/their tender

- a) A list of personnel, organization available on hand and proposed to be engaged for the subject work.
- b) List of plant and machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.
- c) List of works completed in the last three financial years giving Description of work, Organization for whom executed, Approximate value of the contract at the time of award, Date of award and Date of actual start, Actual completion and Final value of contract should be given.
- d) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.
  - (i) In case of items (c) and (d) above, supportive documents/certificates from the organizations with whom they worked/are working should be enclosed.
  - (ii) Certificates from the private individuals for whom such works have been executed /being executed shall not be accepted.

**17. 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. Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc regarding contractual payments received in the past.
- iii. The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- iv. A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure –V(A) shall also



- be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of 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 thereunder.
  - vi. (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.  
(b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years
18. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
19. 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:**  
All other documents in terms of explanatory notes in clause 16 of Section II of Tender Document.
    - 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 16 of GCC.
    - c) **Partnership Firm:**
      - (i) The tenderer shall submit documents as mentioned in clause 22 of GCC.
    - d) **Joint Venture (JV):**
      - (i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of GCC 2022.
    - e) **Company registered under Companies Act-2013:**
      - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
      - (ii) A copy of Certificate of Incorporation

- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
  - (iv) All other documents in terms of explanatory notes in clause 16 of Section II of Tender Document.
- f) **LLP (Limited Liability Partnership) Firm:** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit alongwith the tender:
- (i) A copy of LLP Agreement
  - (ii) A copy of Certificate of Incorporation
  - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
  - (iv) An undertaking 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 16 of Section II of Tender Document.
- 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 clause 16 of Section II of Tender Document.
- 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/ HUF 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 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.
- The Tenderer shall be responsible for the execution of the Tender as a whole in accordance with the condition of Tender.
20. The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/

Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association / Board resolution, failing which tender shall be summarily rejected.

*A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorizing him/them to deal with all other contractual activities subsequent to signing of agreement, if required.*

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

**21. 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

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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.

**22. JOINT VENTURE (JV) IN WORKS TENDERS** Participation of Joint Venture (JV) in Works Tender: This para shall be applicable for works tenders wherein tender documents provide for the same.

- a. Separate identity/name shall be given to the Joint Venture.
- b. 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%.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender, shall be got registered before the Registrar of the Companies under 'The Companies Act -2013' (in case JV entity is to be registered as Company) or before the Registrar/Sub-Registrar under the 'The Indian Partnership Act, 1932' (in case JV entity is to be registered as Partnership Firm) or under 'The LLP Act 2008' (in case JV entity is to be registered as LLP). A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of issue of LOA, contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The entity so registered, in the registered documents, shall have, inter-alia, following Clauses:
- i. 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.
  - ii. 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.
  - iii. Governing Laws - The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- l. Authorized Member - Joint Venture members in the JV MoU shall authorize Lead member on behalf of the Joint Venture to deal with the contract, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV.
- m. 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.
- n. Documents to be enclosed by the JV along with the tender:
- i. In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
    - 1) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
    - 2) 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,
    - 3) 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.
    - 4) 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.

- ii. In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
  - 1) 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.
- iii. In case one or more members of the JV is/are companies, the following documents shall be submitted:
  - 1) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
  - 2) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company
  - 3) A copy of Certificate of Incorporation
  - 4) 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
- iv. In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
  - 1) A copy of LLP Agreement
  - 2) A copy of Certificate of Incorporation of LLP
  - 3) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
  - 4) 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.
  - 5) 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.
- v. In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
  - 1) A copy of Certificate of Registration
  - 2) A copy of Memorandum of Association of Society/Trust Deed
  - 3) A copy of Rules & Regulations of the Society
  - 4) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- vi. All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- vii. A Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

- o. Credentials & Qualifying Criteria: Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:
  - a) Technical Eligibility Criteria ('a' or 'b' mentioned hereunder):
    - 1) 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.
    - 2) 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 o:

- 1) 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.
- 2) 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.

b) 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.

- c) 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.

**23. Participation of Partnership Firms in works tenders:**

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

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) 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.



- l) 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.
- m) Duration of the partnership deed and partnership firm agreement:  
The partnership deed/partnership firm agreement shall normally not be modified/alterd/terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.
- n) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- o) 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.
- p) 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:
  - A. A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
  - B. A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
  - C. 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.
  - D. All other documents in terms of explanatory notes in clause 16 of Section II of Tender Document.
- q) Evaluation of eligibility of a partnership firm:  
Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfilment of the eligibility criteria laid down in clause 16 of Section II of Tender Document.
24. **FOR - Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
25. **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of

occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

26. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

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

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

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

(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

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

(iii) There is no banning of business with the sub-contractor in force over IR.

- b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
  - c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
  - d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
  - e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
  - f) The Contractor shall indemnify railway against any claim of subcontractor.
  - g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
  - h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.  
 Note: Work Experience Certificate to the subcontractor shall be issued only when the contractor's work is complete and contractor is entitled for the issuance of Work Experience Certificate. However, in the same contract, when the Chief Engineer, based on documents, is satisfied that the subcontractor has successfully carried out subletted work; without issuance of work experience certificate to subcontractor at this stage, the Chief Engineer can, only once, consider the successfully completed subletted work for the fulfilment of eligibility for further subletting of work to the subcontractor in the same contract. When the contractor's work is complete and contractor is entitled for the issuance of work experience certificate, the subcontractor shall be issued one Work Experience Certificate for the total scope of work executed by the subcontractor in the contract.
  - i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
  - j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
  - k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.
27. The contractor should engage the labour whose character and antecedents have been verified before they are utilized to work in Railway. In the event of any staff of the contractor being found selling Railway material, the person concerned will be turned out from the Railway premises summarily and further if the Railway Administration on enquiry comes to know that proper verification of the antecedents was not carried out by the contractor in case of the labour employed by him, this contract will be liable to be terminated forthwith.

28. **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.
29. 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.
30. 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.
31. **(1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or subcontractors for the execution of work.  
**(2) Medical Certificate of Fitness for Labour:** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form granted to him by a certifying surgeon certifying that he is fit to work as an adult.
32. The contractor will furnish a list of his employees who will be issued Identity cards by contractor. Identity cards with photographs having identification of firm's name, Tender No., age, name, father name & address of the contractor staff & validity pasted and attested by the contractor to all labourers engaged for the above job. A sample of the same has to be submitted to authorize representative of Chief Workshop Manager, Jagadhri before issue.
33. In order to avoid frequent issue of identity cards, on security account, it should be ensured by the contractor that the staff employed by him is not shifted frequently. In this respect, it is normally expected that a staff once employed will work at least for six months. Only in rare circumstance, this condition will be relaxed with the personal approval of controlling officer of Assistant Grade.
34. If contractor having more than one contracts in Jagadhri Workshop, then contractor will give separate list of labours for each contract and gate pass will be issued accordingly. Utilization of labour of one particular contract work to another contract work is totally prohibited.
35. The Tenderer should complete the whole of the Work in all respects on or before the date fixed in the contract or any authorized extension thereof, the Railway Administration is entitled to recover penalties as stipulated in the General/special conditions of Tender if the Tenderer is in default.
36. In the event of the Chief Workshop Manager, N. Rly., C&W Workshop, Jagadhri Workshop, Yamuna Nagar Haryana, finding the work being carried out in a defective or in all inefficient manner or at a slow rate the decision of which shall be in discretion of the Chief Workshop Manager, N. Rly., C&W Workshop, Jagadhri Workshop, Yamuna Nagar, he may give 7 days' written notice/ calling upon the Tenderer to remove the defects, if the Tenderer fails to comply with such directions the Tender will be terminated after giving 48 Hrs. notice and the bid security and/or security deposit will be forfeited in whole and liquidated damages recovered.
37. **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

**38. Safety of Staff:**

The contractor will make necessary arrangements for safe working for the personnel hired for completion of the contract. Under no circumstances would the Railways be held responsible for injuries or loss of life of personnel employed by the contractor. Railways would not be liable to pay any compensation under any circumstances. The contractor will ensure-

- a) He and his staff follow the provisions of the applicable Act and will ensure that he and his staff work safely. The contractor shall give high importance to the safety of his staff and they will not do any act which will endanger safety of their staff or that of any other person in Jagadhri Workshop.
  - b) It will be responsibility of all the contractors to ensure that their staff is in good health. The contractors will not employ staffs that are sick or unfit otherwise for working.
  - c) The contractor should keep a first aid box and a trained staff in First Aid to provide first aid to injured staff at the work place.
  - d) Contractor's staff will not enter in workshop without shoes/safety shoes.
  - e) To ensure that a capable representative is always available at work site in the absence of contractor who will also ensure that the workers work in safe manner.
  - f) To ensure that injured, sick, unhealthy, alcoholic, mentally unsound staff and staff in inebriated condition do not enter the Jagadhri Workshop.
  - g) To ensure that his staff does not use short-cuts in work and avoid safety principles to carry out the work.
  - h) To inform his workers about the safety requirements while working in Jagadhri W/shop
  - i) To provide protective equipment's such as Safety Shoes, Hand gloves, Helmet, Face Mask, Safety Belt, Ear Plug, Protective clothing etc., to the staff. The protective equipment's should be of good quality and reputed brand.
  - j) To provide suitable good quality tools to his staff for working. Contractor will further ensure that staff uses the tools in safe manner and follow safe working methods.
  - k) To ensure that staff uses the protective equipment while working and they use a designated safe path for coming to the work place and going back from work place and will not deviate from their regular path. Moving in areas other than the designated work place is an offence.
  - l) To ensure recording of attendance of staff and their deployment as per the Act.
  - m) To ensure that before starting work in a shop, contractor should inform Shop SSE and work should not be started without informing shop SSE, in any circumstances.
  - n) To inform his staff about the shunting and not to come in the way of railway tracks. In Jagadhri Workshop, shunting of coaches is a routine process.
  - o) To ensure that he and his staffs abide to the general safety principles while working in JUDW, even though they may not have been specifically listed out in the above paragraphs.
39. The cancellation of the contract may be either for whole or part of the contract at CWM/JUDW's option. In the event of CWM/JUDW terminating this contract in whole or in part he may procure upon such terms and in such manner as he deems appropriate, supplies/services/work similar to those so terminated and if risk contract is not rendered possible for any reason in which event the contractor shall be liable to CWM/JUDW for any excess cost for such similar supplies/services/work provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
40. The tender/s shall not increase his/their rate in case the railway administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and if not agreed for reduction, rates originally quoted will be binding on the tender/s.

41. The provision of clauses 62, 63 & 64 of the General Conditions of contract for Works will be applicable for settlement of claims or disputes between the contractor and Railway Administration.
42. If for any reason the contract goes under arbitration, the decision taken by the Railway Administration for appointing an arbitrator will binding upon the contractor.
43. In case of any dispute the decision of Chief Workshop Manager, N. Rly., C&W Workshop, JUDW will be final.
44. After arbitration, all disputes are subject to the Jurisdiction of the Distt. Court Jagadhri only. If contractor is not satisfied with the decision of arbitration.
45. It is the sole responsibility of Contractor to observe and abide by the provisions of various statutory labour laws like Workmen Compensation Act, Factories Act, minimum wage act and other Acts and regulations framed by the Government / statutory authorities. Railways shall not be responsible for any violation of act or regulation by the Contractor or his staff. However, during currency of the contract, compliance of applicable statutory and mandatory laws should be sought from the contractor.
46. Tenderer shall pay necessary taxes, such as EPF, ESI etc. whichever applicable as above to relevant authorities or any other tax/ levies of Central/State Govt.
47. Tenderers will examine the various provisions of the central Goods and Services Tax act,2017(CGST)/Integrated Goods and Services 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 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.
48. 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 the 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.
49. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
50. The Payment to contract labour should be made through Bank/Cheque.  
(Authority Railway Board Ln. E(LL)2015/PNM/AIRF/I dt. 20.10.2015)
51. The persons deployed by the contractor for the work shall be the employees of the Contractor for all intents and purpose and in no case, there shall be any relationship of employer and employees between the said persons and the Railway.
52. *(i) 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 Condition 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 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 for onetime registration of his company/firm etc. in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in 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 shramik kalyan 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 to 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.*

*(ii) 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."*

53. The contractor shall comply with the provision of the payment under section 20 & 21 of contract labour (R&A) Act 1970 and the rules made of that may be made there under in respect of all employees himself and not the Administration is responsible under the said Act for the compliance thereof.
54. Jagadhri Workshop is ISO 9001, ISO 14001 and OHSAS 18001 certified w/shop therefore, it is contractors' responsibility to ensure that environmental norms set by HSPCB are not violated and he (contractor) will only use those processes which do not affect environment, his staff or any other process.
55. The Railway Administration shall not be bound to accept the lowest tender or to assign any reason for non-acceptance/rejections of the tender.
56. Railway reserves the right to terminate the contract at any point of time during the period of execution without assigning any reason.
57. Non-compliance with any of the conditions set-forth herein above is liable to result in the tender being rejected.
58. Optional Payment for LC -All works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement has been given. As such, following special conditions, are as follows:
- i. For all the tenders having advertised cost of Rs.10 lakhs or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
  - ii. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System-the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
  - iii. The option so exercised shall be an integral part of the bidder's offer.
  - iv. The above option of taking payment through LC arrangement, once exercised by the tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter during execution of contract.
  - v. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
    - a) The LC shall be a sight LC.
    - b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.
    - c) SBI, New Delhi, Main branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local

- SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The bank shall remain same for this tender till completion of contract. The incidental cost @0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- d) The LC shall be opened initially for duration of 180 to 360 days in consultation with the contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
  - e) The LC terms and condition shall inter-alia indemnify and save harmless the Railway from and against all the losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by the contractor.
  - f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of the Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.
  - g) The acceptable, agreed upon document for payments to be released under the LC shall be Document of Authorization.
  - h) The Document of Authorization shall be issued by the Railway Accounts office against each bill passed by Railways.
  - i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway accounts office to Railways' bank (Local SBI branch).
  - j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for the necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
  - k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
  - l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
  - m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railways Accounts office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
  - n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.
  - o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
  - p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.
59. Deployment of Qualified Engineers at Work Sites by the Contractor: Contractor shall depute two-degree holder supervisor on site. Ref: Railway Board letter no. 2012/CE-I/CT/O/20 dated 10.05.2013.



60. Tenderer must submit the following details regarding him & his sister concerns.

#		Name of Firm	Address	GSTIN	Name of Proprietor	PAN
1	Tenderer					
2	Sister Concerns					

Note: In case of partners at S.NO.1, kindly submit copy of partnership deed.

61. Tenderer must submit the following communication details regarding him:

Name of tenderer	:	_____
Firm's address	:	_____
Telephone Numbers	:	_____
Fax Numbers (if any)	:	_____
Mobile Numbers	:	_____
E mail Address (Compulsory)	:	_____

### Section- III

#### SCOPE OF WORK

##### **A. Scope for work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches**

1. WGSCN & LCN Coach
  - a) Contractor will remove the Rexene and Recron from the stripped seats/berths/back rests lying at nominated place to bare metal frame.
  - b) Then contractor will carry bare metal frame (fitted with supporting ply board in case of side upper, transverse upper and middle berth) along with new vinyl fabric, Recron (Cushion) in the proportionate quantity and old serviceable Recron for packing etc. by his own transport from JUDW to his premises.
  - c) If any distortion/crack/welding, is found in the frame will be done by JUDW.
  - d) Fitting of Recron, vinyl coated fabric with the help of nails/screws/adhesive/pneumatic stapler/stitching as required on the frame by the contractor.
  - e) Bringing back the ready seats/berths/back rests as mentioned above to JUDW by his own transport and unloading at nominated place.
2. GS/SLR/SLRD/WCB Coach
  - a) Contractor will remove the Rexene and Recron from the stripped seats/ /back rests lying at nominated place to bare frame.
  - b) Contractor will carry supporting ply board along with new vinyl coated fabric, new Recron (Cushion) in the proportionate quantity or old serviceable Recron by his own transport from JUDW to his premises.
  - c) Fitting of Recron, vinyl coated fabric with the help of nails/screws/adhesive/pneumatic stapler/stitching as required on the frame.
  - d) Any repair required in the seat frame will be done by Jagadhri Workshop.
  - e) Bringing back the ready seats/berths/back rests as mentioned above to JUDW by his own transport and unloading at nominated place.
3. JAN SHATABADI and LHB Non-AC CC Coach
  - a) Contractor will remove the Rexene and take the stripped seat and back rest along with Recron/foam.
  - b) Contractor will carry new vinyl coated fabric, Recron (Cushion) or old serviceable Recron in the proportionate quantity by his own transport from JUDW to his premises.
  - c) Rectification of distorted/cracked/welded is required in the frame will be done by JUDW.
  - d) Fitting of Recron, vinyl coated fabric with the help of nails/screws/adhesive/pneumatic stapler/stitching as required on the frame of seat and back.
  - e) Bringing back the ready seats/back rests to JUDW by his own transport and unloading at nominated place.
4. LWACCN & LWACCW Coach:
  - a) Contractor will remove the Rexene and Recron from the stripped seats/berths/back rests lying at nominated place to bare metal frame.
  - b) Then contractor will carry bare metal frame (fitted with supporting ply board in case of side upper, transverse upper and middle berth) along with new vinyl fabric, Recron (Cushion) in the proportionate quantity and old serviceable Recron for packing etc. by his own transport from JUDW to his premises.
  - c) If any distortion/crack/welding, is found in the frame will be done by JUDW.
  - d) Fitting of Recron, vinyl coated fabric with the help of nails/screws/adhesive/pneumatic

stapler/stitching as required on the frame by the contractor.

- e) Bringing back the ready seats/berths/back rests as mentioned above to JUDW by his own transport and unloading at nominated place.

5. Conditions of Raw Material

Vinyl coated fabric; New/old serviceable Recron in required quantity along with frame will be given by JUDW. Supporting ply will be fitted with frame only in case of transverse middle and upper berth as well as longitudinal berth for SCN coach. Frame of GS/SLR coaches will be made of compreg board only that is to be given to contractor. Hard wares, adhesive and sewing material required will be arranged by the contractor himself. The nail/hardware/adhesive/thread/pneumatic staplers used will be of the standard quality.

6. Work Instructions:

- a. The manufacturing of cushioned seats/berths/backrests will be executed by the firm at his works /premises. The premises must have provision of CCTV camera for monitoring and inspection of work being executed and should be accessible to authorized representative of CWM/JUDW whenever required.
- b. The contractor will carry frames, Recron and Rexene by his own transport from JUDW. No labour and help of any kind will be provided to him.
- c. The tentative quantity of seats/berths/backrests to be offered for cushioning is as mentioned above in Para C. However the contractor has to accept the quantity whatever is offered to him and for this contractor will not pressurize the JUDW.
- d. In case JUDW is unable to provide him stipulated seats/berths/backrests for re-trimming works he will not pressurize the JUDW.
- e. Railway Administration does not ensure to offer seats/berths/backrests on every day basis and the total quantity specified is tentative and there is no guarantee for offering of the full quantity.
- f. Authorized representative of CWM/JUDW shall inspect the quality of work done by the contractor and his decision will be final in this regard. In case work done by the contractor is not to the satisfaction of authorized representative, the contractor will be liable to redo the work at his own cost. No additional payment shall be made for reprocessing of the work.
- g. Authorized representative of CWM/JUDW will maintain a daily diary which will indicate date wise and coach wise frames/seats offered to contractor, Returned back date & inspection status of seats/berths/backrests. On the basis of this diary payment will be made.
- h. The contractor can retain maximum 400 pieces at a time with him for Retrimming/Refurbishment, for which he has to deposit Rs. 3,00,000 (Three Lakh) as security money in the form of bank guarantee/indemnity bond.
- i. The contractor will return back the ready seats/berths with in three working days from the date of receipt of the frames along with material. The date of receiving will be excluded while the returning date will be included in three days.
- j. The authorized representative of CWM/JUDW will arrange coach wise the lot of seats/berths/back rests at a nominated place and advise the contractor to carry it on proper gate pass after removing the Rexene and Recron/foam fitted with his (contractor) own labour and trolley to his premises.
- k. Contractor will remove Rexene from the stripped seats in a systematic way instead of tearing it into pieces and place them as advised by SSE/Trimming.

- l.* Along with the gate pass of frames, the authorized representative of CWM/JUDW will also issue Recron new serviceable or both as per requirement, Vinyl coated fabric in proportionate quantity, frame fitted with ply board in case of transverse middle, upper and longitudinal upper seat only. The said material will be issued on proper gate pass in the name of contractor or his representative.
- m.* The JUDW will repair/straighten the steel frame if broken / distorted.
- n.* The contractor has to rub down the adhesive already stick with the board/frame after removing foam.
- o.* The seat cover is to be made by cutting and stitching the Rexene to the size of seat as per drawing.
- p.* Then adhesive is to be applied on the board to paste Recron as per size.
- q.* Fit already stitched seat cover on this assembly, and wrap the extra Rexene along the frame. Use nails as well as adhesive to hold it. Rexene fixing with the berths are to be done by pneumatic staplers.
- r.* Overall dimensions of the cushioned seats/berths/back rests will be as per drawing.
- s.* All fasteners and metal parts shall be suitably concealed or aesthetically furnished. The seats shall have no sharp edges or corners anywhere.
- t.* The contractor will ensure that seats/berths/back rests are properly marked by their companies monogram for identification.

**B. Scope for Movement of Cushions:**

- 1.** The stripped cushioned seats/berths/back rests of coaches either by JUDW or by contractor will be moved by the contractor. It will include:
- 2. MOVEMENT OF CUSHION OF AC & NON-AC COACHES: -**
  - a.* The contractor will unload the stripped cushioned seats/berths / back rests from the coach lying on stripping line, CR shop, Paint shop, new shed, AC shed/new shed or other shops etc. and then move these to trimming shop by his own sufficient unskilled Labour and own means of transport (including tractor trolley with Driver and manual handling equipment) and this will be considered one complete activity.
  - b.* After repair / rectification/new manufacturing of the cushioned seats/berths/back rest by the shop, it will be brought back and loaded in the coach on tyar line/TL shop, AC shed/new shed as advised by SSE/Trimming by the contractor by his sufficient unskilled Labour and own means of transport (including tractor trolley with Driver and manual handling equipment) and this will be considered one complete activity.
- 3. Inspection: -**
  - a.* The inspection of the movement of cushioned seats/berths will be done by the SSE/Trimming. It will be inspected that transportation is carried out in a systematic way, placement of seats/berths on trolley in a stacked manner. No haphazard movement is permitted.
- 4. Quantity & Work Instructions: -**
  - i.* Execution of the above work is to be done in the shop itself in the general shift.
  - ii.* The Contractor has to arrange all equipment and Tata Acer /Tata 407 or other means of transport required for the work at his own cost including fuel. No equipment and labor help of any kind will be provided to the Contractor at all.
  - iii.* The repair and maintenance of the transport & other equipment will be done by the contractor.

- iv. While transporting seats/berths/back rests if any damage to any part of the coach /tool/machine is observed, the amount of such loss will be borne by the contractor by deducting the amount of loss from his bill.
- v. If any damage (torn) to Rexine of ready seats/berths/back rest during transportation is observed, the amount of such loss will also be deducted from the contractor's bill.
- vi. The contractor must ensure that his workers are given all safety / protective items like shoes, helmets, gloves etc. The work involves crossing of active Railway lines within the workshop premises and adequate precautions must be taken by the contractor's staff on duty.
- vii. The no. of coaches to be taken in hand will be decided by the representative of JUDW as per their convenience.
- viii. Authorized representative of JUDW shall maintain a daily diary which will indicate date wise and coach wise seats/berths/back rests offered to contractor for movement, work execution date & inspection status. This diary will become basis for calculating payment.
- ix. However, authorized representative of CWM/JUDW can advise him any time for the movement of seats/berths/back rests. The contractor will move the seats/berths/back rests on the same day for which he has been advised up to 4 P.M. on that day.
- x. The contractor has to move whatever quantity is advised to him for movement in a day, however this quantity may not exceed ten coaches in a day.
- xi. The contractor has to give stripped seats/berths/back rests on same day to offer him on stripping line and will be loaded on same day in LHB coaches, AC coaches, WGSCN, SLR, SLRD & GS coaches which are under gate pass.
- xii. Seats' dragging is not permitted on the floor of the coach/shop during loading and unloading.
- xiii. Then unloading of the Seats/berths/back rests will be carried out in the trimming shop at the place as directed by the SSE/Trimming shop.
- xiv. After repair/rework loading of Seats/berths/back rests in the transport will be done by contractor from the nominated place of the trimming shop.
- xv. Then carrying the loaded transport to tyar line/TL shop in case of Non-AC coach and AC-Shed/Tyre line in case of AC coach/LHB coaches.
- xvi. Then unloading is to be done inside the specified coach for specified set of seats/berths/back Rests with proper care, if any seats is found torn or otherwise the repair cost will be charged from the contractor.
- xvii. Contractor will deploy sufficient nos. of workers to execute the cushion movement, of LHB coaches, AC coaches, SLR, SLRD, & GS coaches for smooth working.
- xviii. Contractor staff will report to SSE/Trimming at 8:15 Hrs sharp.

**C. Scope of Work for Suspension Strap work for upper berths of sleeper coaches:**

- a. Stripping of suspension strap by removing upper & lower side nuts & bolts.
- b. Allotted coach is to be attended in two working day.
- c. Damage/torn PU foam removal from suspension straps.
- d. Covering of suspension strap with rexine sleeve. Hardware (such as nuts & bolts) & rexine to be provided by Railways.
- e. Fitment of suspension straps upper & lower side by nut & bolts.
- f. All necessary tools and plants are to be arranged by contractor for execution of works.

## SPECIAL CONDITION OF CONTRACTS

1. The works shall have to be started within 15 days of the issuance of the letter to that effect or as advised by Railways.
2. In the interest of tenderer, it is advised to first examine the scope of work before submission of the offer
3. The contractor while loading /unloading will up keep the conditions of the seats/berths/back rests as it is and also if any damage to any part of the seats /tool/machine is observed. The amount of such loss will be borne by the contractor by deducting the amount of loss from his bill
4. CWM/JUDW reserves the rights to reject/accept the whole or part of the offer.
5. All decisions on behalf of the Railway Administration will be taken by CWM/JUDW and shall be final and binding on the contractor.
6. The tenderer will get the payment of actual work executed by him on the basis of final inspection done on the compliance report/ certificate from the authorized representative of CWM/JUDW after receipt of seats/berths/back rests in JUDW.
7. The contract will be executed under Northern Railway, General Conditions of contract in vogue.
8. Chief Workshop Manager/ JUDW or his authorized representative i.e. Dy. CME/C, WM-I/II ACMT reserves the right to extend its date of completion of work with or without penalty.
9. PENALTY CLAUSE: –

S.No.	Non-Conformity	Penalty
1	If contractor fails to start the work within 15 days from the date of issue of LOA	Penalty of Rs. 500/- per day shall be imposed until & unless suitable justified reason permitted by Dy.CME/C/JUDW.
2	For not wearing the PPE kit/safety items (including identity card also) at work place. Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work within Railway premises and they do not create any nuisance or disturbances.	Contractor will be charged Rs.100.00/- per person per working day
3	The contractor should intimate the administration within 24 hours if he changes his contact details (given), if failed to do so	Penalty of Rs.1000/- per day will be imposed in case of communication failure due to change of contact Mobile Nos.
4	The contractor shall be solely responsible for the orderly conduct of his representatives as well as workmen within Railway premises. If at any point of time any contractor staff found misbehaving with RLY staff or supervisor	Penalty of Rs. 1000/- per instance will be charged to contractor.
5	Any unauthorized deviation/shortcuts in the process	Penalty of Rs. 1000/- per case.
6	If the work is found to be unsatisfactory at any stage, in case of bad workmanship resulting in rework	Penalty of Rs. 1000/- per Bogie frame and bolster will be imposed and deducted from the contractor's bill.
7	Stage inspection on any day can be done by authorized representative at any point of time during duty period i.e. 9:00 hrs to 17:30 hrs without any prior information. If any deviation to the specified work is noticed at that point of time	Penalty of Rs.2500/- will be charged on contractor for such instance.
8	For improper housekeeping at the working site.	Contractor will be charged with Rs. 500/- per instance.
9	If contractor don't receive or refuses to take the	Contractor will be charged with RS.

	offered quantities without any prior permission from Railway administration	1000/- per day.
10	Any adverse remarks by the officer	Penalty of Rs. 2000/- per case.
11	If the contractor fails to attend repair work during warranty Period as per warranty clause	Penalty of Rs. 500/- per day shall be imposed.
12	If any contractor staff found guilty of damaging railway property or causing injury to any railway staff	A penalty of Rs. 10000/- per instance and cost of damage shall be recovered from the contractor in addition to the penalty.
13	If any contract staff found in the intoxicating state, under influence of alcohol, drugs etc. found smoking in the railway premises	Penalty of Rs. 5000/- per instance shall be imposed on the contractor and deployment of guilty staff shall be liable to be terminated.

For Retrimming –

Sr. No.	Condition	Penalty / Action
(a)	The contractor shall return the set of ready seats/berths/back rests within three working days.	If the contractor fails to do so, a penalty of <b>₹25 per piece per working day</b> shall be levied.
(b)	The contractor shall complete the work within the stipulated contract period of one year.	In case of failure, <b>CWM/JUDW</b> reserves the right to extend the contract period with or without penalty. The penalty, if imposed, shall be <b>1% of the contract value per week</b> .
(c)	The contractor shall intimate the administration within <b>24 hours</b> of any change in the contact details provided.	Failure to intimate the change resulting in communication failure shall attract a penalty of <b>₹1,000 per day</b> .

For Movement –

Sr. No.	Condition	Penalty / Action
(a)	The contractor shall move the advised quantity on the same day.	If the contractor fails to move the advised quantity within the day, a penalty of <b>₹500 per coach per day</b> shall be levied.
(b)	The contractor shall inform the administration within <b>24 hours</b> of any change in the contact details provided.	Failure to intimate the change resulting in communication failure shall attract a penalty of <b>₹1,000 per day</b> .
(c)	The contractor shall ensure smooth execution of cushion movement/seats handling work.	If the contractor fails to perform the cushion movement/seats handling work in a satisfactory manner, <b>CWM or his authorized representative</b> reserves the right to impose a penalty as deemed appropriate.

For Suspension Strap:

Sr. No.	Condition	Penalty / Action
(a)	The contractor shall attend the advised quantity within the stipulated time.	If the contractor fails to attend the advised quantity within the stipulated time, a penalty of <b>₹500 per work-day per coach</b> shall be levied.
(b)	The contractor shall execute the work satisfactorily in accordance with the prescribed standards.	<b>Inspecting Officers</b> may impose penalties for unsatisfactory work carried out by the contractor as per the applicable penalty provisions prescribed in the contract.

Inspecting Officers can impose penalty for unsatisfactory work by the contractor as given below

Jr. Scale /Sr. Scale Officer	Penalty of Rs 5000/-
JAG/SAG Officer	Penalty of Rs 10,000/-
SAG & above Rank Officer	Penalty of Rs 20,000/-

**10. Inspection:-**

The inspection can be done by authorized representative of CWM/JUDW at contractor's premises. But final inspection will be done by the authorized representative of CWM/JUDW i.e. SSE/CR trimming after receiving back the Cushioned seats/berths/ backrests at JUDW. In case of any deficiency /rework found that will be done by the contractor at his own cost.

**11. Payment Clause:-**The contractor shall raise bill on monthly basis. The commissioning report duly signed by SSE/CR Trimming/JUDW & firm representative and countersigned by concerned gazetted officer of JUDW will be submitted along with the bill by SSE/CR-Trimming/JUDW who will in term maintain MB of each and every bill and send to SAO/JUDW through concerned Branch officer of JUDW.

- No advance payment shall be made to the contractor in any circumstances.
- The payment will be made for the no. of seats/berths/backrests attended by the contractor in a calendar month and found OK by the consignee after final inspection in that month.
- The contractor shall raise the bill in triplicate on monthly basis which should be complete and correct in all respect.
- Bill Passing authority Dy. CME/C/JUDW.
- Bill Paying Authority Sr. AFA/JUDW.
- The contractor shall be paid through Electronic Fund Transfer, for which advance information regarding EFT details shall be provided by the contractor.
- Railway will recover the amount of tax, if any, is added to the output tax liability of Railway due to non-payment by the supplier/vendor and EMD/Bank guarantee shall be released only after confirmation of GST ITC availability.



**12. WARRANTY (for Retrimming only):**

The seats should bear a warranty against poor workmen ship for a period of 18 months from the date of execution of work. In case, the seats/berths/back rests shows any defects/fails within the warranty period due to above, it shall be replaced as new one manufactured by the contractor under similar conditions

13. Record-keeping: - Smooth record keeping, data recording and Correspondence, the tenderer will provide one (01) No. of computer with Laser ink jet printer(Specifications given below) which will be handed over to the concerned SSE after completion of contract.

Description	Specification
computer & printer	Core i5-12th Gen/ 8 GB RAM DDR4/1TB SSD/Windows 11 Home/4 GB Graphics/ GDDR6/4.4 GHz/ 15.6 Inch Full HD - Brand: - HP, Acer, Dell or similar reputed brand.  Multifunction laser printer cum scanner color Brand: -HP, Brother, Epson or similar reputed brand.

14. Jagadhri Workshop Northern Railway reserves the right to increase /decrease quantity of up to 50% at following rate, terms and conditions: For the 25% enhancement at the same rates quantities operated in excess of 125% but up to 140% of the agreement quantity of concerned items, shall be paid at 98% of the rate awarded for that item in that particular tender. Quantities operated in excess of 140% but up to 150% of the agreement quantity of concerned items, shall be paid at 96% of the rate awarded for that item in that particular tender.

15. Rate of Recovery of Conservancy Cess Charges as per Railway Board L. No. F(X)I/95/1/1 dated 07.09.2021 as following shall be levied on monthly basis as following:

Average No. of labourers or workman employed per day	Conservancy cess charges to be recovered per month
1 to 5	159/-
6 to 10	312/-
11 to 25	785/-
Leases or licenses of railway land for stocking/storing etc	465/-

**16. Undertaking by the tenderer for Special Conditions:**

Submission of an offer against this tender using [www.ireps.gov.in](http://www.ireps.gov.in) will mean that the tenderer has read this complete tender document and is submitting its offer using [www.ireps.gov.in](http://www.ireps.gov.in) after having read and understood all the terms and special conditions of this tender document.

## Annexure-A

Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches at Jagadhri Workshop Northern Railway for 24 months								
#	Activity	Drg.	Coach Type	Quantity for 24 months	Basic Rate (in ₹)	Cost in Rs.	GST @ 18%	Total Cost incl of GST @ 18% in ₹
1	Transverse middle /upper berth of SCN coach	ICF/SK 6-1-296 latest alt.	WGSCN	3875	91.33	353903.75	63702.68	417606.4250
2	Transverse seat of SCN/LCN coach	ICF/SK-6-1-301 & LS61177 latest alt.	WGSCN					
3	Longitudinal upper berth SCN Coach	ICF/SK-6-1-323 latest alt.	WGSCN					
4	Longitudinal seat cum back rest of SCN/LCN coach	TCN – 6 – 1 -826 & SE6173/SE61482 latest alt.	WGSCN	3000	86.47	259410.00	46693.80	306103.8000
5	Traverse middle/upper berth of LCN	LS61184/LS61178 latest alt.	LCN	6150	137.56	845994.00	152278.92	998272.9200
6	Longitudnal upper berth of LCN Coach	LS61178 latest alt.	LCN					
7	Transverse seat /back rest of GS/SLR/SLRD coach	CG-K 7075 alt -1 or latest CG-K 7076 alt-1 or latest	GS & SLR	6500	88.92	577980.00	104036.40	682016.4000
8	Set of seat and back rest of Jan Shatabdi and LHB Non AC CC Coaches	ICF/SK- 6-1-395 latest alt.	JS	2650	105.95	280767.50	50538.15	331305.6500
9	Large Cushion of LWACCN/LWACCW	LE61207, LE61216, LE61118, LE61190, LW61214, LW61315	LWACCN/ LWACCW	4800	270.90	1300320.00	234057.60	1534377.6000
10	Back Rest of LWACCN/LWACCW	LE61213, LW61193	LWACCN/ LWACCW	1400	230.75	323050.00	58149.00	381199.0000
11	Small seat of LWACCN/LWACCW	LE61209, LE61225, LW61220	LWACCN/ LWACCW	575	140.25	80643.75	14515.88	95159.6250
<b>Total incl of GST @ 18%</b>						<b>4022069.00</b>	<b>723972.42</b>	<b>₹ 47,46,041.42</b>

**Annexure-B**

Work of movement of cushions and seats for all types of coaches at C&W Workshop, Northern Railway Jagadhri Workshop					
Schedule-I :- Movement of cushion/seats lying on different shops to trimming shop and vice versa as per scope of work					
S.No.	Description Of Work	Total No. of Cushion for 24 Months	Rate per cushion/Seat	Rate per Cushion/Seat incl. of GST @ 18%	Total Cost of Work For 24 Months incl. of GST @ 18%
1	Transverse, middle/upper berth of WGSCN/LWACCN/LWACCW/LWCBAC/LWFAC/Bed Cum Back rest of WACCA/LWFAC	120408	₹ 6.42	₹ 7.58	₹ 9,12,692.64
2	T/seat/back of GS/SLR/SLRD/CZ, seat cum back rest of WGSCN/WACCN/LWACCN	93888	₹ 4.40	₹ 5.19	₹ 4,87,278.72
3	Small seat of WGSCN/LWACCN/LACCW, back rest of WGSCZJ/LWSCZAC	60168	₹ 3.60	₹ 4.25	₹ 2,55,714.00
4	Small seat/seat cum back rest of GS/SLR/SLRD coach & small seat of LWSCZAC/WGSCZJ	73464	₹ 2.90	₹ 3.42	₹ 2,51,246.88
5	Upper berth of WFAC	1128	₹ 13.52	₹ 15.96	₹ 18,002.88
	<b>Schedule - I total incl. of all taxes i.e GST @ 18%</b>				<b>₹ 19,24,935.12</b>
Schedule-II :- Movement of cushion/seats from trimming shed to work benches of trimming-A & trimming-B section for retrimming and after repairing sending back to trimming shed for proper stacking.					
S.No.	Description Of Work	Total No. of Cushion for 24 Months	Rate per cushion/Seat	Rate per Cushion/Seat incl. of GST @ 18%	Total Cost of Work For 24 Months incl. of GST @ 18%
1	Transverse, middle/upper berth of WGSCN/LWACCN/LWACCW/LWCBAC/LWFAC/Bed Cum Back rest of WACCA/LWFAC	50208	₹ 10.08	₹ 11.89	₹ 5,96,973.12
2	T/seat/back of GS/SLR/SLRD/CZ, seat cum back rest of WGSCN/WACCN/LWACCN	43248	₹ 8.40	₹ 9.91	₹ 4,28,587.68
3	Small seat of WGSCN/LWACCN/LACCW, back rest of WGSCZJ/LWSCZAC	28560	₹ 8.40	₹ 9.91	₹ 2,83,029.60
4	Small seat/seat cum back rest of GS/SLR/SLRD coach & small seat of LWSCZAC/WGSCZJ	38040	₹ 8.40	₹ 9.91	₹ 3,76,976.40
5	Upper berth of WFAC	600	₹ 25.19	₹ 29.73	₹ 17,838.00
	<b>Schedule - II total incl. of all taxes i.e GST @ 18%</b>				<b>₹ 17,03,404.80</b>
	<b>Total Cost (Schedule I + Schedule II) incl. of GST @ 18%</b>				<b>₹ 36,28,339.92</b>

**Annexure-C**

Work of stripping & fitting of suspension strap by removing upper and lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve from upper berth in sleeper coaches						
#	Activity	Coach Type	Quantity for 24 months	UOM	Rate with GST (in ₹)	Total Cost incl of GST @ 18% in ₹
1	stripping & fitting of suspension strap by removing upper and lower side nut and bolts and removal of Torn PU foam from suspension strap and also covering of suspension strap with rexine sleeve,	ICF/ WGSCN	6480	Nos.	62.80	406944.00
2	stripping & fitting of suspension strap by removing upper and lower side nut and bolts and removal of Torn PU foam from suspension strap and also covering of suspension strap with rexine sleeve,	LHB/ LWSCN	14400	Nos.	62.80	904320.00
<b>Total Cost of Schedule incl of GST @ 18%</b>						<b>₹ 13,11,264.00</b>

## **Section IV**

### **SCHEDULE OF RATES**

Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches and movement of cushions and seats for all types of coaches and stripping & fitting of suspension strap by removing upper & Lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve, at C&W Workshop, Northern Railway Jagadhri Workshop for a period of 24 months

Estimated Cost: ₹ 96,85,645.34

Tender No. 6-S/90/Tender/2025-26/JUDW

#	Description	Quantity for 24 months	UOM	cost of activity incl. of GST @ 18%	Total Cost incl. of GST @ 18%
1	Work of Retrimming of cushions of seats/berths/back rest as per drawings and specifications for all type of POH due coaches		As per Annexure-A		₹ 47,46,041.42
2	Work of movement of cushions and seats for all types of coaches		As per Annexure-B		₹ 36,28,339.92
3	Work of stripping & fitting of suspension strap by removing and lower side nut and bolts and removal of torn PU foam from suspension strap and covering with rexine sleeve from upper berth in sleeper coaches		As per Annexure-C		₹ 13,11,264.00

**Total Estimated Cost of Work incl. of GST @ 18% 96,85,645.34**

***Rupees Ninety-six lakh eighty-five thousand six hundred forty-five rupees and thirty-four paise only***

**Note:** Suitable modification if suggested by Railway staff in activity chart as per latest instructions should be followed.

#### **RATES ARE TO BE QUOTED ONLINE**

Note: - Before participating in tender, tenderers are requested to go through whole document thoroughly. They should satisfy themselves and they may visit shop. No claim for any deviation in any condition will be entertained & decision of Railway Administration will be final.

\*- Rate will be revised as per rate quoted (above, below, at par)

Note: - The contractor 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.

Contractor shall pass on the benefit due to reduction in rate of tax or from input tax credit to Railways by way of commensurate reduction in prices.

The above work will be subject to the General Conditions of Contract in force on Railway in addition to the Special terms and conditions as laid down below. I / We hereby agree to carry out the work at the rates quoted by me/us duly accepted by Railway and abide by the special terms and conditions as laid down herein above.

\_\_\_\_\_  
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, fulfil and keep all the conditions therein mentioned (which shall be deemed and  
taken to be part of this contract, as if the same have been fully set forth herein), AND the  
Railway, both hereby agree that if the Contractor shall duly perform the said works in the  
manner aforesaid and observe and keep the said terms and conditions, the Railway will pay  
or cause to be paid to the Contractor for the said works on the final completion thereof the  
amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto  
annexed.

Contractor \_\_\_\_\_ (Signature)

Railway: \_\_\_\_\_ Designation \_\_\_\_\_

Address \_\_\_\_\_

(For President of India)

Date \_\_\_\_\_

Date \_\_\_\_\_

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## PROFORMA FOR STATEMENT OF DEVIATIONS FROM TENDER CONDITIONS

The following are the particulars of deviations from the requirements of the Instructions to Tenderers and General Conditions of Contract: -

CLAUSE	DEVIATION	REMARKS
--------	-----------	---------

(Including Justification)

.....

Signature and seal of

The Tenderer.

PROFORMA FOR STATEMENT OF DEVIATIONS FROM TECHNICAL  
SPECIFICATIONS

The following are the particulars of deviations from the requirements of the Technical Specification: -

CLAUSE	Deviations	REMARKS
--------	------------	---------

(Including Justification)

.....

Signature and seal of

The Tenderer.

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

DETAILS OF WORK OF SIMILAR NATURE OF PRESCRIBED VALUE OR MORE  
WHICH HAVE BEEN COMPLETED IN THE LAST 07 Years  
(i.e. Current year and last seven financial years)

Sl. No	Name of the authorized signatory of the Organization(s) / Customer (s) issuing Certificate/ Document	Authority under whom the work has been executed	Agreement/ acceptance letter reference with date of issue	Value of work as per agreement / acceptance	Date of actual completion of work/ extended date of completion	Value of the work completed	Supporting Document (s)
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							



## Constitution of firm

1	Constitution of the Firm/concern. (Tick as applicable)	Sole Prop / HUF / Partnership Firm / Company / JV / Society
2	Full name of firm /Company / JV/Society	
3	Year of formation / incorporation	
4	PAN No.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done.	
7	Name of the proprietor / partners/JV Members etc.	

We have enclosed along with the tender, all the requisite documents pertaining to the constitution of the firm/concern/company etc. as specified in clause 26 of the General Conditions of The Tender in tender documents. I/we understand that in the absence of these documents, our tender shall be treated as having been submitted by the individual who has signed the tender documents.

Signature of tenderer

## GUIDELINES FOR PARTNERSHIP DEED IN TENDERS

1. Following stipulations shall be applicable for Partnership firms except to the extent mentioned herein below, “The provision of Indian Partnership Act, 1932” shall be applicable to firm and the partners.
2. One of the partners who is responsible for executing a major component of the proposed contract shall be nominated as being in-charge during the execution. He will be called the lead partner and shall be authorized to incur all liabilities and receive instructions for and on behalf of all partners of the Partnership firm. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized representative of all the partners of Partnership firm with further stipulation that it shall be valid for the entire period of completion/extended period of the work including maintenance period.
3. All partners of partnership firm shall be jointly and severally liable/ responsible for the successful completion of the work as per the terms and conditions of the contract agreement irrespective of their share and role specified in partnership deed.
4. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will 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 exhibition 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 with the contractor.
5. No partnership will be accepted after submission of the tender bid.
6. Partnership deed shall include among other thing as the partnership firm objective, the proposed management structure, contribution of each constituent, role and responsibility of each partner covering all aspects of the planning and successful execution of the work, the commitment of the partners to the joint & several liability for due performance.
7. In addition, recourse/sanction within partnership deed in the event of the default/withdrawal of any partner and arrangement for providing the require indemnities shall be spelt out and shall be binding on each partner of the partnership firm.
8. The arrangement for investments and other resources required for successful exhibition of work under partnership firm shall be spelt out.
9. The share of profit & loss of each partner of the partnership firm shall be clearly spelled out.
10. The tender should be purchase in the name of partnership firm. Bid Security and Bank Guarantee shall also be in the name of partnership firm.
11. (a) The technical criteria must be fully met with by any of the partner in the partnership firm based on his proportionate percentage of partnership in the earlier partnership firm.  
 (b) With regard to the financial criteria, the sum total of the strength of each the partner in the previous firms in that proportion will be added.  
 (c) During assessment of eligibility criteria, the proportion of their strength in the new partnership firm shall not be taken into consideration.

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

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tender any value.
3. 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.
4. 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 the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. 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.
6. 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.
7. 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.
10. On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantee like performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantee among the partners shall be acceptable.
11. On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

- 12 In case, the contract is awarded to a partnership firm the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement: -
- a) Joint and several liabilities - The partners of the firm to which the contract is awarded, shall be jointly and severally liable to the Railway for execution of the contract in accordance with general and special conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract in accordance with general 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 partner in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under Clause 62 of General Conditions of Contract.
  - c) Governing Laws- The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
  - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the Railway in respect of the tender/contract.
- 13 The tender shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender.
- a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar..
  - b) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
  - c) An undertaking by all 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.
  - d) All other documents in terms of Para 16 of GCC.
- 14 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 clause 16 of Section II of Tender Document above.

DETAILS OF CONTRACTUAL PAYMENTS RECEIVED IN THE LAST THREE  
YEARS

(i.e. Current year and last three financial years)

[As per Essential Eligibility Criteria]

Sl. No	Name of the Organization (s) / Customer (s)	Year for which issued	Amount for which issued	Supporting Document(s)
1	2	3	4	5
1				
2				
3				
4				
5				
6				

Note: Certificates from the private individuals for whom such works have been executed / being executed shall not be accepted.

Note: Additional list may be submitted separately.

# Annexure-G

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

S. No.	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)	Agreemental cost of Work / Completion Cost	Principal/ technical features in brief	S.No. at which relevant certificate / documents are attached	Payment taken till

Note: Certificates from the private individuals for whom such works have been executed / being executed shall not be accepted.

Note: Additional list may be submitted separately.

## A. Details of Plants and Machinery Owned by tenderer:

S.N	Particulars of Equipment	No./Unit	Kind/Make	Capacity	Age and Condition	Details of work where machinery is in use at present	Whether the machinery is hypothecated to any bank of Institution	Remarks

## B. Details of Plants and Machinery proposed to be hired for work:

S.No.	Particulars of equipment	No. / Unit	Capacity	Remarks

## C. Particulars of Technical Staff to be employed on the work -

S.No.	Name & Designation	Professional Qualification	Experience	Remarks

Note: Supporting Documents should be linked.

I hereby certify that no retired Engineer / Gazetted Officer of the Railways who has retired within 1 years of date of submission of tender and has not obtained permission of competent authority has been engaged by me/our firm.

Sign. Of Contractor

## ANNEXURE-I

(Compulsory- for Releasing of BID SECURITY amount)

## NATIONAL ELECTRONIC FUNDS TRANSFER

## MANDATE FORM (NEW)

S. No	Description	Details
1.	Name of City	
2.	Bank Code No.	
3.	Bank's Name	
4.	Branch Address with PIN Code	
5.	Branch Telephone /Fax No.	
6.	Supplier's/ Contractor 's Account No.	
7.	Type of Account	
8.	IFSC code for NEFT	
9.	IFSC code for RTGS	
10.	Contractor 's name as per Account	
11.	Current and Valid PAN No. (Compulsory)	
12.	Telephone No. of Contractor	
13.	Contractor's E-mail ID (Compulsory)	
14.	Cell phone No. of Contractor	

Please enclosed a Cancelled Cheque

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible.

Signature of Contractor with

Stamp &amp;Address

Confirmed by Bank.

Certified that particulars furnished above are correct as per our records.

Bank's Stamp



CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD  
TO WHOMSOEVER CONCERNED

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-K**

**(annex V as GCC)**

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

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

**M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose  
of the Tender documents for the work of**

**\_\_\_\_\_ as per the tender No. \_\_\_\_\_  
of (----- Railway), do hereby solemnly affirm and state on the behalf of the tenderer  
including its constituents as under:**

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

**Seal and Signature of the Tenderer**

**Place:** .....

**Dated:** .....

**Note: The contents in italics are only for guidance purpose and details as appropriate, are to be filled in suitably by tenderer.**

**Annexure – K (A)**

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

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

1. I/we certify that. (Constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE

OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

## (Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

(On non-judicial stamp paper, which should be in the name of the Executing Bank).

Name of the Bank: -----

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

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

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned [*Insert name(s) of authorized representatives of the Bank*], being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of [*Insert required Value of Bid Security*] as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....[*insert date of issue*]till .....[*insert date, which should be minimum 60 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 .....

.....  
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
- Seal

Bank's

[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.

-----End of the Tender Document-----