



STANDARD TENDER DOCUMENT

ENGINEERING DEPARTMENT

NORTHERN RAILWAY

2015

Website: www.nr.indianrailways.gov.in

SPECIAL INSTRUCTIONS

TO

TENDERERS

AND

REGULATIONS

FOR

TENDERS & CONTRACTS

2015

Northern Railways
STANDARD GENERAL CONDITIONS OF CONTRACT
2015
I N D E X
PART - I
REGULATIONS FOR TENDERS AND CONTRACTS

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DISCLAIMER

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

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

PART-I
REGULATIONS FOR TENDERS AND CONTRACTS
FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS
CONTRACTS

1.0 MEANING OF TERMS

1.1 Interpretation: These Regulations for Tenders and Contracts shall be read in conjunction with the Standard General Conditions of Contract (GCC) Part-I & Part-II, which are referred to herein and shall be subject to modifications, additions or suppression by special conditions of contract and/or special specifications, if any, annexed to the Tender Forms.

1.2 DEFINITION: In these 'Instruction to Tenderers and Regulations for Tenders and Contracts', the following shall have the meanings assigned hereunder except where the context otherwise requires.

- a) **“Railway”** shall mean the President of the Republic of India or the Administrative Officers of the Railway or Successor Railway authorized to deal with any matters, which these presents are concerned on his behalf.
- b) **“General Manager”** shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Units and shall also include the General Manager (Construction) and shall mean and include their successors, of the Successor Railway.
- c) **“Chief Engineer”** shall mean the Officer in charge of the Engineering Department of Railway and shall also include the Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction) and shall mean and include their successors of the Successor Railway.
- d) **“Divisional Railway Manager”** shall mean the Officer in charge of a Division of the Zonal Railway and shall mean and include the Divisional Railway Manager of the Successor Railway.
- e) **“Engineer”** shall mean the Divisional Engineer or the Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer in executive charge of the works and shall include the superior officers of Open Line and Construction organizations on the Railway of the Engineering, Signal & Telecom and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer/Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy.Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer and shall mean & include the Engineers of the Successors Railway.
- f) **“Tenderer”** shall mean the person / the firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works

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on contract with the Railway and shall include their personal representatives, successors and permitted assigns.

- g) **“Limited Tenders”** shall mean tenders invited from all or some Contractors on the approved or select list of Contractors with the Railway.
- h) **“Open Tenders”** shall mean the tenders invited in open and public manner and with adequate notice.
- i) **“Works”** shall mean the works contemplated in the drawings and schedules set forth in the tender forms and required to be executed according to the specifications.
- j) **“Specifications”** shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any.
- k) **“Schedule of Rates of the Railway”** shall mean the Schedule of Rates issued under the authority of the Chief Engineer from time to time.
- l) **“Drawings”** shall mean the maps, drawings, plans and tracings or prints there of annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.

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

2.0 Tender for Works

2.1 Tender Documents (Tender Form): The tender documents consist of following:

Section	Subject
	Work Specific Tender Document Part-I
1	Start of Tender Document (Tender Details)
2	Copy of Tender Notice
3	Scope of Work and Drawings
4.1	Check List
4.2	Tender Form-1 (Cover Letter)
4.3	Tender Form-2 (General information of the Tenderer)
4.4	Tender Form-3 (Power of Attorney)
4.5	Tender Form-4A (Minimum Eligibility)
	Tender Form-4B (Technical Eligibility)
	Tender Form-4C (Financial Eligibility)

Section	Subject
4.6	Tender Form-5 (Schedule of Rates and Quantities)
	Work Specific Tender Document Part-II
1	Special Specifications for Non schedule items
2	Special Conditions of Contract
	Standard Documents applicable to all Tenders and Contracts
1	General Conditions of Contract Part-I (GCC-Pt I) Instructions to Tenderer & Regulations
2	General Conditions of Contract Part-II (GCC-Pt II)
3	Indian Railways Unified Standard Specifications (Works & Materials) Volume I & II and USSOR

2.2 Tender Notice: Tender notice shall be published as per instructions issued on the subject by the Railway Board. Copy of tender notice as published in the newspapers should be pasted in section 2 of Tender document given in **Annexure-I (Railway Board letter no: 2014/ CE-I/ CT/ 0/ 10/TN Dated: 18.06.2014 / 01.07.2014).**

2.3 Minimum Tender Notice period for different mode of Tenders: Sufficient notice period should be given for submission of tenders which should not be less than 30 days in case of open tenders. CAO (C)/DRM are empowered to reduce the minimum tender notice period for small value tenders from one month to 21 days, wherever considered necessary without finance concurrence. This should be resorted to only after the bid document, site survey reports, plants etc are ready and that such reduction in tender notice period should not restrict the level of competition. Further reduction of this Tender Notice Period from 21 days (but not less than 12 days in any case) in rare exceptional circumstances in the case of small value work shall be exercised by CAO(C)/DRM with the concurrence of FA & CAO/C/Sr. DFM or Head of Associate Finance. Reasons for such exceptional circumstances should be recorded. **(Railway Board letter no: 2007/ CE-I/ CT/18 Pt. II Dated: 30.07.2010).**

In case of Limited Tenders and Special limited tenders the notice period should not be less than 21 days, whereas in the case of single tender, there is no time limit for notice period.

2.4 e-Publishing: Tender notice and Tender Documents for open Tenders are being published on Northern Railway website: **www.nr.indianrailways.gov.in** for general information purpose in terms of **Railway Board letter no: 2002/CE-I/ CT/5 Dated: 29.07.2002.**

2.5 e- Tendering: Once the facility for publishing, inviting, receiving and processing of the tender on e-portal is created, the tenders should be processed on e-Tendering portal only. The detailed instructions will be issued along with commissioning of such facility in future and till such time, tender inviting authority must ensure e-publishing in terms of Clause 2.4 above.

- 2.6 Validity of Tender:** Tender must be open for the period as mentioned in cover letter of Tender Document. Further extension to the validity of tender shall be decided mutually.
- 2.7 Amendment of Tender Document:** Before the deadlines for the submission of Tender Document, Railway may modify the Tender Document by issuing Addendum/Corrigendum. Tenderers are advised to download Tender Documents well in advance to submit the Tender before the stipulated time. However it is the responsibility of the Tenderer to check any correction or any modifications (Addendum/Corrigendum) published subsequently in newspapers as well as on web site and same shall be taken into account while submitting the Tender. Tenderer shall download corrigendum (if any) print it out, sign and attach it with main Tender Document. Railway will not be responsible for any postal delay. Railways may at their discretion extend as necessary, the dead line for submission of Tender Document.
- 3.0 Care in Submission of Tenders:** 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 Part-II** for the completion of works to the entire satisfaction of the Engineer. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized signatory to enter into commitments on their behalf.
- 3.1 Tenderer Constitution and requirement of Authorize Signatory:** The tenderer/s who are constituents of firm, company, Joint Venture (JV) association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender as per Tender form 3 of Tender Document. Tender documents in such cases are to be signed by such persons (as may be legally competent to sign them on behalf of the firm, company, JV association or society as the case may be). The Railway will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the firm made subsequent to the award of the contract. **Para 5 of Annexure VII** specifies the action to be taken in such matters. The cost of such action, including legal advice will be chargeable to the Tenderer/ contractor. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.**(Please refer Para 3.7 and Annexure VII also).**

3.2 Cost of Tender Document: The cost of Tender Document should be paid in terms of Para 1240 of Engineering code Reprint 2012 and as per instruction of Railway board issued from time to time. It should be in the form of cash receipt (deposited with Divisional Cashier & Pay Master of the Division) or Demand draft in favour of Sr. DFM/NR/..... (Division) only. Cost of Tender document is not refundable. **Failure to deposit cost of tender document will lead to summarily rejection of tender.**

3.3 Earnest Money:

3.3.1 The Tenderer shall be required to deposit Earnest Money 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 condition of Tender in terms of Para 1241 to 1243 of Engineering Code as amended time to time. The earnest money shall be as under:

Value Of The Work	Earnest Money Deposit (EMD)
A. For works estimated to cost up to Rs. 1 Crore	2% of the estimated cost of the work
B. For works estimated to cost more than Rs. 1 Crore	Rs. 2 lakh plus ½% (half percent) of the excess of the estimated cost of work beyond Rs.1 Crore subject to a maximum of Rs. 1 Crore

3.3.2 The earnest money shall be rounded to the nearest Rs.10. This earnest money shall be applicable for all modes of tendering i.e. Open, Limited, Special limited & single tender

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

3.3.4 If his tender is accepted this earnest money mentioned in sub clause (3.3) above will be retained as part of security for the due and faithful fulfillment of the contract in terms of Clause 16 (Security Deposit) of the Standard General Conditions of Contract Part-II. The Earnest Money of other Tenderers shall be returned to them, but the Railway shall not be responsible for any loss or depreciation that may happen thereto while in their possession, nor be liable to pay interest thereon.

3.3.5 The Earnest Money should be in cash or Banker Cheques or demand drafts in favour of Sr. Divisional Finance Manager(Division) executed by State

Bank of India or any of the Nationalized Banks or by a Scheduled Bank. **(Railway Board letter no: 2013/ CE-I/CT/O/45/JV Dated: 22.09.2014)**

3.3.6 If the tender is accepted, the amount of earnest money will be retained as part of security deposit for due and faithful fulfillment of the contract. The security deposit will be refunded after successful completion of work on expiry of maintenance period. **(Railway Board letter no: 2013/CE-I/CT/O/25/VOC Dated: 05.08.2013)**

3.3.7 The earnest money of unsuccessful tenderer/s will, be returned within a reasonable time, but Railway shall not be responsible for any loss or depreciation that happen to the earnest money while in Railway possession nor will it be liable to pay interest thereon.

3.4 Similar Nature of Work

The Similar nature of work should be defined in tender notice & Section 3 of Tender Document in accordance with the **Pr. CE Circular no: 610 (Revised) circulated vide Head Quarter letter no: 74/W/O/Pt-XXIII/WA/Loose Dated: 20.07.2010 or as amended from time to time.**

3.4.1 While inviting Tenders, the tender inviting authorities (e.g. Sr. DENs / DENs) are expected to give a very careful thought to the nature of work to be executed in the tender as a whole and arrive at the predominant nature of work/ works for tender under consideration, at tender invitation stage. This predominant nature of work/ works in a tender, nearest to the sub-categories indicated in Pr. CE Circular no: 610 (Revised) circulated vide Head Quarter letter no: 74/W/O/Pt-XXIII/WA/Loose Dated: 20.07.2010, will accordingly be specified as one/ more type in the tender notice/ Documents along with various types of works in respective of criteria for similar work.

3.4.2 It is also advised for guidance of all tender inviting authorities (e.g. Sr. DENs / DENs), that if there is more than one predominant nature of work in one tender as a whole, such a tender will be called a Composite Tender. However, composite Tenders should be invited for the sole purpose of practicality and coordination of execution, in the given circumstances, and not for the purpose of making it either high value tenders, or for the purpose of reducing the number of Tenders/ Contracts. This aspect will be given due consideration by the concerned tender inviting authorities (e.g. Sr. DENs / DENs), while inviting Composite Tenders.

3.4.3 The above aspects, will be given due consideration by concerned tender inviting authorities (e.g. Sr. DENs/ DENs), while making initial tender planning for the whole year, as well as at subsequent review stage of this planning, later in the year.

3.5 Minimum Eligibility Criteria:

3.5.1 Tenderer/s shall be eligible only if He/They fulfill minimum eligibility criteria of having received total contract amount during the last three financial years and in the current financial year with a minimum of 150% of the advertised tender value.

3.5.2 Authentic certificates shall be produced by the Tenderer(s) to this effect which may be an attested certificate from the employer/client, Audited balance sheet duly certified by the Chartered accountant etc. please refer Tender form 4A.

(Railway Board letter no: 94/CE-I/CT/4/ (Pt-II) Dated: 07/14.11.2013)

3.6 **Eligibility criteria:** The tenderer/s will be required to meet the following eligibility criteria for which credentials to be submitted By Tenderer/s, along with Tender Documents (Applicable only for Works Costing More than Rs. 50.0 Lacs or as amended time to time)

3.6.1 Technical Eligibility Criteria: As a proof of technical experience/competence, the tenderer should submit details as per Tender Form 4B of Annexure-I demonstrating **successful physical completion of at least one single work for a minimum value of 35% of advertised tender value of similar nature**, inclusive of the cost of cement and steel, in last three financial years (i.e. Current year and three previous years) from the date of opening of the tender.

3.6.2 Financial Eligibility Criteria: As a proof of financial capacity, the Tenderer(s) should submit details as per Tender Form 4C of Annexure-I demonstrating that the tenderer/s have received total contractual payments against all completed/ongoing works of **all types (not confined to only similar works) during the last three financial years and in the current financial year** (from the date of opening of the tender) of a value not less than **150% of the advertised cost of work** including the cost of cement and steel. Authentic certificates like Form 16A issued by Payment Disbursing Authority (other than Private Individual), audited balance sheet duly certified by the Chartered accountant etc. for each Financial Year must be attached.

3.6.3 Tender inviting authority at their own discretion may specify the minimum requirement and may accordingly call for additional information in regard to organizational resources and/or availability of requisite tools plants and machinery for the subject work. In this case, the tenderer/s shall submit the following documents along with his/their tender

- a. List of plant and machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work **(Annexure –VIII)**.
- b. A list of personnel, organization available on hand and proposed to be engaged for the subject work **(Annexure –IX)**

Note: (i) In case of Para 3.5 and 3.6 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.

(Railway Board letter no: 94/CE-I/CT/4 Dated: 04.06.2003& 17.10.202)

3.7 **Documents for Eligibility in case of constitution of firm by The Partnership firm/JV/Society/Companies etc:**

3.7.1 Partnership Deeds, Power Of Attorney etc.:

- (i) The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership firm/ Joint Venture (JV) /Society etc. The Tenderer (s) who is/ are constituents of firm, company, Association or Society shall enclose self-attested copies of the constitution of their concern, Partnership Deed and Power of Attorney along with their tender. Tender Documents in such cases shall to be signed by such persons as may be legally competent to sign them on behalf of the firm, Company, Association or Society, as the case may be.
- (ii) The Tenderer shall give full details of the constitution of the firm/JV/Company/Society etc and shall also submit following documents (as applicable), in addition to documents mentioned above:

3.7.2 Sole proprietor Firm: The Tenderer shall submit the notarized copy of affidavit.

3.7.3 Partnership Firm: The Tenderer shall submit self-attested copies of (i) registered/ notarized partnership deed and (ii) Power of attorney duly authorizing one or more of the partners of the firm or any other person (s), authorized by all the partners to act on behalf of the firm and to submit & sign the tender, sign the Agreement, witness measurements, sign measurement books, receive payment, make correspondences, compromise, settle/ relinquish any claim (s) preferred by the firm, sign “No Claim” certificate, refer all or any dispute to arbitration and to take similar action in respect of all tender/ Contract. **Guidelines regarding tenders by Partnership Firms and their Eligibility Criteria reproduce as Annexure-VII.**

“Any tender submitted by a partnership firm without enclosing self attested copy of registered/ notarised partnership deal as noted above shall be summarily rejected. Similarly any tender, submitted by partnership firm, whose partnership deed does not have specific authorisation for signatory to sign the tender and also not submit power of attorney duly authorising the signatory (as noted above) shall be summarily rejected. Specific Authorisation noted in partnership deed however may be entertained in place of power of attorney noted above.”

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

This Clause shall be applicable for works tenders of value as approved and communicated by Railway Board from time to time.

- (i) Separate identity/name shall be given to the Joint Venture Firm.
- (ii) Number of members in a JV Firm 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.
- (iii) A member of JV Firm shall not be permitted to participate either in individual

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- (iv) The tender form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
- (v) **Joint venture Firm shall be required to submit Earnest money Deposit (EMD) along with the tender in terms of provision contained in Para 3.3 (Earnest Money) of Part-I of GCC.**
- (vi) One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm and also, must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum value of 35% of advertised tender value. The other members shall have a share of not less than 20% each in case of JV Firms with up to three members and not less than 10% each in case of JV Firms with more than three members. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.
- (vii) A Copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the tender. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU. (The MOU format for this purpose shall be finalized by the Railway in consultation with their Law Branch and shall be enclosed along with the tender).
- (viii) Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
- (ix) Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the tender bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
- (x) Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the 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.

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- (xi)** On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm 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 Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.
- (xii)** On issue of LOA (Letter Of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, inter-alia, following Clauses:
- (a) Joint And Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for execution of the project in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.
- (b) Duration of the Joint Venture Agreement - 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.
- (c) Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- (d) Authorized Member - Joint Venture members shall authorize one of the members on behalf of the Joint Venture Firm to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV Firm.
- (xiii)** No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said tender/contract.
- (xiv)** Documents to be enclosed by the JV Firm along with the tender:
- (a) In case one or more of the members of the JV Firm is/are partnership firm(s), following documents shall be submitted:

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1. Notary certified copy of the Partnership Deed,
 2. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
 3. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.
- (b) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
- Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he/she is sole proprietor of the Concern OR he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he/she has the authority, power and consent given by other partners to act on behalf of HUF.
- (c) In case one or more members is/are limited companies, the following documents shall be submitted:
- (i) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - (ii) Copy of Memorandum and Articles of Association of the Company.
 - (iii) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the Para (a) above.
- (d) All the Members of JV shall certify that they are not black listed or debarred by Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation in tenders/contract on the date of opening of bids either in their individual capacity as members of the JV or the JV Firm in which they were/are members.
- (xv) Credentials & Qualifying Criteria:** Technical and financial eligibility of the JV Firm shall be adjudged based on satisfactory fulfillment of the following criteria:
- (xvi) Technical Eligibility Criteria ('a' or 'b' mentioned hereunder) :**
- (a) Either the JV Firm or Lead Member of the JV Firm must have satisfactorily completed in the last three previous financial years and the current financial year up to the date of opening of the tender, one similar single work for a minimum of 35% of advertised value of the tender.

OR

- (b) (i) In case of composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE

works etc. and in the case of major bridges – substructure, superstructure etc.), for each component, at least 35% of the value of any of such components individually for single similar nature of work should have been satisfactorily completed by the JV Firm or by any member of the JV Firm in the previous three financial years and the current financial year up to the date of opening of tender. The member satisfying technical eligibility criteria for the largest component of the work shall be the Lead Member and that Member shall have a majority (at least 51%) share of interest in the JV Firm.

(ii) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity. Any work or set of works shall be considered to be a separate component, only when cost of the component is more than Rs. 2 crore each.

(iii) However, as long as the JV Firm or any member of the JV Firm meets with the requirements', in one or more components of the work, and has completed a minimum of 35% of the advertised value of the tender for the same value of the component, and resultantly, all the members of the JV collectively, then meet the prescribed technical eligibility criteria, the JV shall stand technically qualified.

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

(xvii) Financial Eligibility Criteria: The contractual payments received by the JV Firm or the arithmetic sum of contractual payments received by all the members of JV Firm in the previous three financial years and the current financial year up to the date of opening of tender shall be at least 150% of the estimated value of the work as mentioned in the tender.

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

(Railway Board letter No: 2002/CE-I/CT/37 Dated 07.09.2011, 2013/CE-I/CT/0/45/JV Dated 22.09.2014 & 2013/CE-I/CT/0/33/SI (FTS-89623) Dated: 11.10.2014)

3.7.5 Company registered under companies Act 1956: The tenderer shall submit (i) the copies of MOA (Memorandum of Association) and AOA (Article of Association) of the company; and (ii) Power of Attorney duly registered/Notarized by the company (backed by the resolution of Board of Directors) in favour of the individual, signing the tender on behalf of the company.

3.7.6 Society: The tenderer shall submit

- (i) Self attested copy of certificate of registration,
- (ii) Deed of formation and
- (iii) Power of Attorney in favour of the tender signatory.

If it is mentioned in the tender that it is being submitted on behalf of / by a Sole Proprietorship firm / Partnership Firm/ Joint Venture/ Registered Company etc. **But above mentioned document/ s (as applicable) are not enclosed along with tender, the tender shall be summarily rejected.**

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

After opening of the tender, any document pertaining to the constitution of the firm/ JV/Society etc **shall neither be asked nor be entertained/ considered.**

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

The Railway will not be bound by any Power of Attorney granted by the tenderer or by change in the composition of the firm made subsequent to the submission of tender. It may, however, recognize such Power of Attorney and charges after obtaining proper legal advice, the cost of which will be chargeable to the tenderer/contractor.

(Railway Board letter no: 2013/ CE-I/CT/0/SI (FTS-89623) Dated: 11.10.2014)

3.7.7 Tenderer shall be required to submit all Documents in support of fulfillment of eligibility criteria along with the Tender Document and should be available at the time of tender opening **“Please note that tender shall be evaluated based only upon document submitted with tender offer. Document submitted after opening of tender shall not be considered for evaluation”**.

- (a) Proof of Technical Eligibility: Letter of Acceptance, Completion Certificate and Constitution of firm working out percentage w.r.t. work proposed for consideration to this work.
- (b) Proof of Financial Eligibility: Form 16A issued by Payment Disbursing Authority (other than Private Individual) for each Financial Year.
- (c) General information of the Tenderer on Tender Form no: 2
- (d) Power of Attorney for Authorized Signatory Tender Form no: 3
- (e) Check List under Section 4.1 duly filled
- (f) Partnership and the charter documents of the executants(s)

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

- (i) Tender Document received by the due date & time of submission of Tender Documents;
- (ii) Tender Document contains information complete in all respect as required in the Tender Document;
- (iii) Tender Document Bound, Sealed and marked as stipulated and there is no loose sheet.
- (iv) Tender Document accompanied with required Earnest Money.
- (v) Tender Document accompanied with cost of Tender Document.
- (vi) Tender Document accompanied with Power (s) of Attorney (ies).
- (vii) Tender Document accompanied with check list duly filled up as prescribed under section 4.1 of Tender Document.
- (viii) All pages of the Tender Document are numbered serially & signed in Blue ink by the Authorized Signatory.
- (ix) Cover Letter (Tender Form-1) been signed by Authorized Signatory, Witness with Seal & Common Seal.

Any of the above criteria is not fulfilled, in any manner whatsoever, the Tender shall be treated as non- responsiveness. The Decision of Railway Administration on the responsiveness of Tender shall be final, conclusive and binding on the Tenderer and shall not be called into question by any Tenderer on any ground whatsoever. **Any Tender which is not responsive shall be summarily rejected.**

3.9 Conflict of Interest:

3.9.1 Railway Administration considers "**Conflict of Interest**"; to be a situation in which party has interests that could improperly influence the Tendering process or that party's Performance of official duties or Responsibilities, Contractual Obligations or Compliance of applicable laws and regulations. Any Tenderer(s), which in the opinion of Railway Administration has or may have the likelihood of a conflict of interest, **shall be disqualified**. Without limiting the generality of the above, a Tenderer shall be considered to have a conflict of interest that affects the Tendering process, if;

- (a) Such Tenderer, its Member (In case of Partnership firm) or any of its Constituents and any other Tenderer for the same work, its Member or any of its constituents have cross ownership interest; provided that this disqualification shall not apply in case the direct or indirect ownership/Shareholding (of paid up and subscribed shares) of a Tenderer, its Member or any of its constituent in the other Tenderer, its Member or any of its constituent is less than 10% (Ten percent); or

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- (b) Such Tenderer or a Member of such Tenderer is also a member of another Tenderer for the same work; or
 - (c) Such Tenderer has the same authorized Signatory/ representative for a tender as any other Tenderer for the same work; or
 - (d) Such Tenderer, its Member or any of its Constituent has participated as consultant to Railway in the preparation of any document, design or technical specifications for the same work; or
 - (e) If legal, financial or technical advisor of Railway for the same work is or has been engaged by Tenderer, its Member or any of its Constituent in any manner for matters related to or incidental to the same work during or prior to the Tendering process up to the signing of Agreement; or
 - (f) Such Tenderer, its Member or any of its Constituent and the consultant of Railway for the same work, its Member or any of its Constituent have cross ownership interest; provided that this disqualification shall not apply in cases the direct or indirect ownership/ shareholding (of its paid up and subscribed shares) of a tenderer, its Member or any of its Constituents in the consultant of Railway for this work, its Member or any of its Constituent, or vice versa, is less than 10% (ten percent); or
 - (g) Such Tenderer, its Member or any Constituent thereof received or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Tenderer for the same work, its Member or Constituent, or has provided any such subsidy, grant concessional loan or subordinated debt to any other Tenderer for the same work, its Member or any Constituent thereof; or
 - (h) Such Tenderer, or any Constituent thereof, has a relationship with any other Tenderer for the same work, or any Constituent thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Tender of either or each other for the same work.
- 3.9.2** Disqualification specified under sub clause **3.9.1 (a) to (h)** shall not apply to the Tenderer or its Member of both Public and Private unless and until such Tenderer or its Member is a Constituent of another Tenderer or its Member or Railway Consultant for the same work.
- 3.9.3** Tenderer/ Each Member of the firm shall submit the following documents on the basis of which it has arrived at the conclusion that it does not have any Conflict of interest:
- i. List of Constituents along with their shareholding and registered office address;

- ii. The details of each of shareholders holding more than 10% in the firm, each of its members and their Constituents;
- iii. A chart showing the relationship of the Tenderer/Members of the firm with their respective constituents.

3.9.4 Notwithstanding anything contained herein above, Railway may, after opening of Tender, seek a reconfirmation that there is no conflict of interest among the Tenderer, Members and / or Constituents of the Tenderer/ Members of the firm, within a period to be stipulated by Railway. Railway will also seek reconfirmation from its legal, financial or technical advisors that there is no conflict of interest with Tenderers.

3.10 Fraud & Corrupt Practice:

3.10.1 The Tenderer and their representative officers, employee, agents and advisors shall observe the highest standard of ethics during the Tendering process and subsequent to the issue of the LOA during the substance of the Agreement. Notwithstanding anything to contrary contained herein or in the LOA or the Agreement, Railway shall reject the Tender, Withdraw the LOA, or Terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the selected Tenderer, if it determines that the selected Tenderer, as the case may be has directly or indirectly or through agent, engaged in corrupt practice, fraudulent practice, Coercive practice, undesirable practice or restrictive practice in the Tendering process. In such an event, in addition to exercise of its right of Termination, Railway shall forfeit and appropriate the contract security or Performance Guarantee as the case may be, as mutually agreed genuine pre-estimation compensation and damage payable to Railway towards, inter alia, time, cost and effort of Railway, without prejudice to any other right or remedy that may be available to Railway hereunder or otherwise.

3.10.2 Without prejudice to the right of Railway hereinabove and the rights and remedies which Railway may have under the LOA or the Agreement, if the Tenderer/Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Tendering process, or after the issue of LOA or the execution of Agreement, **such Tenderer, Members and Contractor shall not be eligible to participate in any Tender issued by Northern Railway during a period of 02 (Two) years from the date such** Tenderer, Member or Contractor, as the case may be, is found by Railway to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3.10.3 For the purposes of this clause, the following terms shall have the meanings hereinafter respectively assigned to them;

- (i) **“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence the action of any person connecting with the Tendering process (for avoidance of doubt, offering employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Railway who is or has been associated in any manner, directly or indirectly with the Tendering process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from date such official resigns or retires from or otherwise ceases to be in the service of Railway, shall be deemed to constitute influencing the actions of a person connected with the Tendering process), or

Engaging in any manner whatsoever, whether during Tendering process or after the issue of the LOA or after execution of Agreement, as the case may be, any person in respect of in respect of any matters relating to the work or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of Railway in relation to any matter concerning to work.

- (ii) **“Fraudulent practice”** means a misrepresentation or Omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Tendering process;
- (iii) **“Coercive Practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Tendering process;
- (iv) **“Undesirable Practice”** means establishing contract with any person connected with or employed or engaged by Railway and/ or the Ministry of Railways and / or any Ministry or Department, Authority or body whether statutory or non-statutory that may be concerned or connected, in any manner whatsoever, with this work, with the objective of canvassing, lobbying, seeking intervention in or in any manner influencing or attempting to influence the Tendering process; or having a conflicted of interest; and
- (v) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Tenderers with the objective of restricting or manipulating a full and fair completion in the Tendering process.

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

3.12 Employment/ Partnership etc. of Retired Railway Employee: Should a Tenderer 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 should a Tenderer being partnership firm have as one of its partners a retired engineer or retired Gazetted Officer as aforesaid, or should a Tenderer being an incorporated company have any such retired engineer or retired officer as one of its Directors or should a Tenderer have in his employment any retired Engineer or retired Gazetted Officer as aforesaid, the full information as to the date of retirement of such Engineer or Gazetted Officer from the said service and in case where such Engineer or Officer had not retired from Government service at least 2 years prior to the date of submission of the tender 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, or to take the employment under the contractor, 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. Tenders without the information above referred to or a statement to the effect that no such retired Engineer or retired Gazetted Officer is so associated with the Tenderer, as the case may be, shall be rejected.

3.12.1 Should a Tenderer or contractor being an individual on the list of approved Contractors, have a relative(s) or in the case of partnership firm or company of contractors one or more of his shareholder(s) or a relative(s) of the shareholder(s) employed in Gazetted capacity in the Engineering or any other department of the Northern Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tender, failing which the tender may be disqualified/rejected or if such fact subsequently comes to light, the contract may be rescinded in accordance with provision in Clause 62 of Standard General Conditions of Contract.

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

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

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

- (iv) Independently verify, disqualify, reject and/ or accept any and all submission or other information and/ or evidence submitted by or on behalf of any Tenderer.
- 3.13.1** No Tenderer should tender for the work for speculative purposes. Once the Tender Documents is submitted, no change shall be permitted in the equity participation in the work of the Tenderer or Member of the firm except as expressly otherwise provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.
- 3.13.2** No assignment, Sale, Transfer, Conveyance of the work shall be permitted except as otherwise expressly provided in the Tender Documents. Any breach of this condition shall lead to rejection of the Tender and /or termination of Agreement.
- 3.13.3** For the sake of clarity, the Tenderer (s) may note that in case there are any obligation (s) or condition (s) imposed on them under a particular clause of any part of the Tender Documents, which includes the forms, and on a similar issue some additional conditions are mentioned under another clause of any other part of the Tender Documents, which includes the forms, then all the conditions and/ or obligations should be read in conjunction with each other and all of them have to be fulfilled.
- 3.13.4** It shall be deemed that by submitting the Tender, the Tenderer agrees and releases Railway, its employees, agents, consultants and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in their respect, whether actual or contingent, whether present or future. No claim of any nature and to any extent whatsoever shall be made by any Tenderer against Railway, its employees, agents, consultants and advisers.
- 3.13.5** The Tender Documents including all attached documents are and shall remain the property of Railway and are transmitted to the Tenderer solely for the purpose of preparation and submission of the Tender in accordance herewith. Tenderer are to treat all information as strictly confidential and shall not use it for any purpose other than for the preparation and submission of their Tenders. Railway will not return any Tender or any information provided to it by the Tenderers.
- 3.14 Preparation & Submission of Document:** The Tenderer will be deemed to visit the site and inspected the same to acquaint itself about all the existing site conditions, Laws and regulations before submitting his/their Tender. Once the Tender is submitted no Tenderer will be permitted to withdraw his/their Tender on the ground of any alleged defect in the site or its conditions.

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

3.15 Credential/ Approved list of contractors:

3.15.1 Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. For this purpose, list of approved contractors shall be maintained in the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc.

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

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

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

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

3.15.4 An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc.

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

4.0 Consideration of Tenders: Similar nature of work physically completed within qualifying period i.e. last 3 financial year and current financial year (even though the work might have been commenced before the qualifying period) should only be considered in evaluating the eligibility criteria.

- (i) The total value of similar nature of work completed during the qualifying period and not the payment received within qualifying alone should be considered

In case, the final bill of similar nature of work has not been passed and final measurements have not been recorded, the paid amount including statutory deductions is to be considered. If final measurements have been recorded and work has been completed with negative variations, then also the paid amount including statutory deductions is to be considered.

However, if final measurements have been recorded and work been completed with positive variations but variation has not been sanctioned, original agreement value or last sanctioned agreement value whichever is lower should be considered for judging eligibility.

- (ii) In case of composite works involving combination of different works, even separate completed works of required value should be considered while evaluating the eligibility criteria.

For example, in a tender for bridge works where similar nature of work has been defined as bridge works with pile foundation and PSC superstructure, a tenderer, who had completed one bridge work with pile foundation of value at least equal to 35% of tender value and also had completed one bridge work with PSC superstructure of value at least equal to 35% of tender value, will be considered as having fulfilled the eligibility criterion of having completed single similar nature of work.

- (iii) If a tenderer has completed a work of similar nature where cement and steel was issued by department free of cost, tenderer must submit the completion certificate indicating cost of these materials and total cost of work (including cost of cement/steel) shall be considered to decide eligibility or otherwise.

(Authority Railway Board's Letter No: 94/CE-I/CT/4 Dated: 21.06.2006 & 94/CE-I/CT/4 Dated: 23.11.2006)

- 4.1 Right of Railway to Deal with Tender:** Notwithstanding anything contained in Tender Document. Railway Administration reserves the right to accept or reject any tender and to annul the Tendering process, and reject all Tenders at any time during Tendering process, without thereby any liability to the affected Tenderer (s) or any obligation to inform the affected Tenderer (s) for Railway action. In the event Railway reject or annuls all the Tender (s), it may at its discretion to invite fresh Tender.
- 4.2 Delayed and late tender: "Delayed Tender"** Any Tender received before the time of opening but after due date & time of receipt of Tenders should also be opened with in the same manner as Tenders received before due date & time. "Late Tender" Tender received after the specified time and of opening should be opened by the concern Branch officer and marked distinctly preferably in red ink, prominently on the envelope as well as on Tender papers. A suitable remarks recorded in both, Delayed and late should be made in the tender register as well as in the comparative statement in terms of Para 1251 of Engineering code Reprint 2012 amended from time to time. Railway Board have reconsidered the matter and have further clarified in their letter no: 71/Rs/(G)/777 Dated: 19.04.1984 that notwithstanding the general ban, late Tenders received from established/ Reliable suppliers confirming a substantial financial advantage be considered by the Railway after obtaining Board's approval in each case..(Railway Board letter No: 71/ RS (G)/777 dated: 19.04.1984 & 83/WI/CT/17 dated: 30.07.1984)
- 4.3 Opening of Tender:** Railway Administration will open the Tenders received on the Tender submission date & time soon after the dead line for submission at place & time of opening as mentioned in section 1 of Tender form in presence of Tenderer or their authorized representative, who may choose to attend the opening. If date of tender opening is declared as Holiday, the Tender will be opened at the same time and place on next working day. **Railway Board have issued instruction to solve the Mafia Problem vide letter no: 90/CE-I/CT/1 Dated: 28.10.1998 followed by letter no: 90/CE-I/CT/1 Dated: 25/29.10.2002 reiterated as under:**
- (i) Receiving the Tender papers at more than one place and then bringing the tender boxes at the pre-assigned place for opening.
 - (ii) Alternatively, the tenders may be opened simultaneously at more than one place. However, this needs meticulous planning and monitoring to ensure opening of the tenders at the pre-assigned time simultaneously.
 - (iii) Receiving the tender papers through post/ courier etc.
 - (iv) Preparation of tender papers well in advance, at least well before the date of sale or date of publication of tender notice in newspapers.

- (v) Black-listing/delisting of such contractors who have been found indulging in mal-practices or whose performance has not been satisfactory. In this connection, instructions issued on “**Appointment of Works Contractors**” vide **Railway Board letter no: 94/CE-I/CT/4 Dated: 17.10.2002 may also be connected.**
- 4.4 **Conditional offer and Alternative proposal by Tenderer:** Tenderers shall submit offers that fully comply with the requirements of the Tender documents including the conditions of contract, design and specification requirements if any. Conditional offer or alternative offers will not be considered in tender evaluation and will be summarily rejected. The Tenderer shall have no claims in this regard whatsoever.
- “**Any unconditional rebate offered by the tenderer should be mentioned on of ‘Schedule of Quantities’ specifically. To attract the rebate mentioned each page of schedule may refer the note for the conditional rebate mentioned in the end. Any rebate mentioned at any other place in tender document shall not be considered. The unconditional rebate mentioned in “Scheduled of Quantities” shall be considered while evaluation of bid.**”
- 4.5 **Withdrawal of Offer:** No Tender offer can be withdrawn in the interval between the after due date & time of submission and expiration of the Tender validity period. Withdrawal of offer during this period shall result in forfeiture of Tenderer Earnest money in terms of Para 1242 of Engineering code Reprint 2012.
- 4.6 **Omission, Discrepancies & Clarification:** Should a Tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders who may send a written instruction to all tenders. It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of tender and successful Tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. To assist in the examination, evaluation and comparison of offers received, the Railway may at their discretion, ask any Tenderer for clarification on attached document with their Tender. The request for clarification and the response shall be in writing or by FAX but no change in the price or substance of the Tender shall be sought, offered, or permitted.
- 4.7 **Evaluation of Tender/ Bids:** In case of Tenderer has submitted their tender with earnest money in the shape of cash/ Demand draft/ Banker Cheque shall be deposited in Railway Account. Eligibility proposals that are found to be responsive will be evaluated by Railway to check whether he/they meet the Eligibility Criteria as laid down in section 4.5(Tender form 4) of tender document. Thereafter declaration about not having conflict of interest, that Tender does not contain any condition and other relevant documents attached with Tender Document may be verified by Railway. To facilitate evaluation Railway may at its sole discretion, seek clarifications in writing from any Tenderer on the attached documents in the format as considered appropriate by Railway. Notwithstanding anything to the contrary contained in the Tender Documents. Railway may, at its sole discretion, waive any minor infirmity, non-conformity or irregularity in a

Tender Document that does not constitute a material deviation and that does not prejudice or affect the relative position of any Tenderer, provided it confirms to all the terms, condition of Tender Documents without any material deviation, objection, conditionality or reservations.

“No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void.”

4.8 Acceptance of Tender: The authority for the acceptance of the tender will rest with the Competent Authority to whom the power to accept the tender has been delegated who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. He also reserves the right to accept the tender in whole or in part or to divide the tender amongst more than one tenderer if deemed necessary. The Tenderers including the lowest tenderer, tenderer shall have no claims in this regard.

4.9 Communication of Acceptance: After the Acceptance, a letter of Acceptance (“LOA”) shall be issued within 02 days, in duplicate copies by Railway to technically, Financially and legally suitable Tenderer, within 7 (Seven) days of the receipt of LOA, the Tenderer shall sign and return the duplicate copy of the LOA in acknowledgement thereof to Railway.

5.0 Contract Document:

5.1 Execution of Agreement: The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if a firm or corporation, a duly authorized representative shall so appear and execute the contract documents within 7 days after notice that the contract has been awarded to him. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender in which case the full value of the earnest money accompanying the tender shall stand forfeited without prejudice to any other rights or remedies.

In the event of any tenderer whose tender is accepted shall refuse to execute the contract document as here in before provided, the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Earnest Money.

5.2 Form of Contract Document: Every contract shall be complete in respect of the document it shall so constitute. Not less than 5 copies of the contract document shall be signed by the competent authority and the contractor and one copy given to the contractor.

Special Instructions to tenderer and regulations for Tenders & contract

- (a) For Zone contracts, awarded on the basis of the percentage above or below the Schedule of Rates and or NS items of Railway for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexure-III, for works not exceeding Rs.2, 00,000 each, shall be issued by the Divisional Railway Manager/Sr. Divisional Engineer/ Divisional Engineer under the agreement for Zone Contract.
- (b) For contracts for specific works, valued at more than Rs. 2, 00,000 the contract document required to be executed by the tenderer whose tender is accepted shall be either an Agreement as per specimen form Annexure-IV, or a work order as per specimen form Annexure-V& VI as may be prescribed by the Railway.

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

List of Annexure :



NORTHERN RAILWAY

Website: www.nr.indianrailways.gov.in

Tender No.

Name of the Work:

Issued to:

**Signature of Tender issuing Authority
(Sr. DEN'S /DEN)**

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

**Office of Divisional Railway Manager (Works),
Engineering Department, Division,
Northern Railway, (Name of city, State)**

Signature of Tenderer

Signature of Tender inviting Authority

Table of Contents of Tender Document

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

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

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

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

Signature of Tenderer

Signature of Tender inviting Authority

NORTHERN RAILWAY

START OF DOCUMENT

SECTION 1: TENDER DETAILS

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

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

Signature of Tenderer

Signature of Tender inviting Authority

SECTION 2

A copy of the Approved Tender notice must be published as per format given in Railway Board letter no: 2014/CE-I/CT/0/10/TN

Dated:

18.06.2014/01.07.2014;

However in the office copy of Tender Document, published version of Tender notice should be pasted.

SECTION 3: SCOPE OF WORK AND TENDER DRAWINGS

1. Scope of Work

Please give the detailed description of Scope of Work ending with
.....as per items given in Schedule of
Quantities.

2. Location of Work

3. Approximate Cost

4. Estimate No.

5. Allocation

6. Period of completion

7. Definition of Similar Nature of Work
to be considered for the above work

8. Cost of work similar in nature
to be considered for this Tender **Rs.....Lacs**

9. Drawings and sketches duly approved by CA for the Tender

Signature of Tenderer

Signature of Tender inviting Authority

SECTION 4.1: CHECK LIST TO BE FILLED UP & SIGNED FAILING WHICH TENDER SHALL BE SUMMARILY REJECTED

SN	Description of item to be checked before submission of the Tender by Tenderer	PI fill Yes / No	Placed at page
1.	Has all pages of the Tender Document are numbered serially & signed in Blue ink by the Authorized Signatory		
2.	Has Tender Document been Bound, Sealed & Marked and there is no loose sheet		
3.	Has Cost of Tender Document enclosed in the form of Money receipt/ Banker Cheque/DD & kept in a plastic pouch		
4.	Has amount of Earnest Money enclosed in the form as per Clause 3.3 of GCC Pt-I in the form of Money receipt/ Banker Cheque/DD & kept in a plastic pouch		
5.	Has Cover Letter (Tender Form-1) been signed by Authorized Signatory, Witness with Seal & Common Seal		
6.	Has Power of Attorney (Tender Form-3) submitted along with the charter documents of the executants(s)		
7.	Has Letter of Acceptance and Completion Certificate of work enclosed {Tender Form-4 (a)}		
8.	Has Form 16A issued by Payment Disbursing Authority for each Financial Year enclosed{Tender Form-4 (b)}		
9.	Has photocopy of PAN card enclosed		
10.	Has Photo copy of TIN enclosed		
11.	Has all details of Bank Account including partners name submitted		

Signature of Tenderer

Signature of Tender inviting Authority

SECTION 4.2: COVER LETTER

TENDER FORM - 1

(To be submitted by Tenderer on its letter head)

Tender No. _____

Name of Work _____

To

The President of India

Acting through the

DRM (Works), _____ Division, Northern Railway

1. I/We _____ have read the Standard General Conditions Of Contract Part-I and Part-II, with all correction slips up-to-date, Special Conditions of Contract, Specifications and various other conditions to tender attached hereto and agree to abide by the said conditions.
2. I/We also agree to keep this tender open for acceptance for a period of 90/120 days from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money".
3. I/We offer to do the work for DRM (Works) Division of Northern Railway, at the rates quoted in the attached schedule 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. We also hereby agree to abide by the Standard General Conditions Of Contract Part-I and Part-II with all correction slips up-to-date and to carry out the work according to the Scope of the work, Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Schedule of Rates with all correction slips up-to-date for the present contract.
4. Cost of Tender Document in the form of DD/Cash Receipt no: Dated..... For Rs. Issued byinfavour of Sr. DFM/NR/.....(Division)
5. Earnest money in the form of FDR/DR/TDR/Cash Receipt no: Dated..... For Rs. Issued by in favour of Sr. DFM/NR/.....(Division) is herewith forwarded as Earnest Money in the forms and manner as prescribed in **Para 3.3 of GCC Part-I**. It is explicitly agreed that the full value of the Earnest Money shall stand forfeited by Northern Railway without prejudice to any other right or remedies in case;

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

- (a) I/We withdraw / resile / modify my tender during its validity and/or
- (b) If my/our Tender is accepted and :
 - (i) 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 / or
 - (ii) I/We do not commence the work within fifteen days after receipt of orders to that effect.
- 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.
- 7. I/We hereby agree that the tender submitted by us shall be summarily rejected if;
 - a. Cost of tender documents or proof thereof (if submitted earlier) is not attached with the tender
 - b. Duly filled up and signed Check list is not submitted with the tender.
 - c. Tender is not accompanied with requisite earnest money in proper form
 - d. Tender is not accompanied with requisite legal document in favor of authorized signatory representing the Tenderer.
- 8. **I/we agree to abide by the terms and conditions mentioned at page to ... in all as well as the Indian Railway General conditions of contract, Indian Railways Unified Standard Specifications (Works & Materials) Volume I & II and the Unified standard Schedule of rates amended time to time.**

Signature of Witnesses:

(1) _____

(2) _____

Signature of Authorized Signatory for
and on behalf of Tenderer(s) with seal
and common seal as applicable

Date _____

Address of the Tenderer(s)

Signature of Tenderer

Signature of Tender inviting Authority

SECTION 4.3: General information of the Tenderer

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

Signature of Tenderer

Signature of Tender inviting Authority

Superscript Notes:

1. Please submit the supporting documents demonstrating the status of Applicant / Tenderer as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed, Affidavit in case of sole proprietor etc. as the case may be.
2. Please submit the copy of the registration certificate as applicable, PAN card, TIN certificate should be enclosed.
3. In case of Joint Venture details as per Annexure-VIII need to be submitted. JV firms are not allowed to participate in the works costing less than or equal to **Rs.25.00 Crores. (Railway Board letter no: 2002/CE-I/CT/37 Dated: 07.09.2011.**
4. Details of all the partners of the subject bank account need to be disclosed by the Tenderer on its letter head under the signature of person who is authorized to operate the subject bank account.

Signature of Tenderer

Signature of Tender inviting Authority

SECTION 4.4:

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

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

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work ofincluding signing and submission of all documents and providing information/ responses to Northern Railway representing us in all matters, dealing with Northern Railway in all matters in connection with our Tender for the said work.

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

Dated this. day of 201...

Place:

(Signature.....)

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

Common Seal of Company

I accept.

(Signature of Authorized Signatory)
Name and Designation of AS

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

Witness:

Witness 1:

Name :
Address :
Occupation :

Witness 2:

Name :
Address :
Occupation :

Notes:

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

Signature of Tenderer

Signature of Tender inviting Authority

SECTION 4.5: Minimum Eligibility criteria**DETAILS OF PAYMENT RECEIVED IN LAST 3 FINANCIAL YEARS i.e.ONWARDS TO ADJUDGE
MINIMUM ELIGIBILITY****(All figures in Rs Lacs)**

SN	Name of the Work	Cost of work	Date of Completion	Name & Nature of the Firm ¹	%age of the ¹ Tenderer	Contractual Payment ² received in					Amount for eligibility
						CFY	LFY1	LFY2	LFY3	Total	
	1.	2	3	4	5	6	7	8	9	10	11=10*5
1.											
2.											
	Total										

Superscript Notes:

1. Please go through the Annexure-VII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
2. Form 16A issued by Payment Disbursing Authority (other than Private Individual) for each Financial Year (for last 3 financial year and Certificate of payment received during current financial year up to the date of opening of tender) must be attached. Audited balance sheet duly certified by the Chartered Accountant is also acceptable. \
3. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It will lead to summarily disqualification of Tender.

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

TENDER FORM -4B**SECTION 4.5: DETAILS OF WORKS COMPLETED IN LAST 3 FINANCIAL YEARS i.e.ONWARDS TO ADJUDGE TECHNICAL ELIGIBILITY****(All figures in Rs Lacs)**

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

Superscript Notes:

1. Please specify details of work which are of similar nature as defined in Section 3 of Tender Document provided it is completed during last 3 Financial year and current financial year up to the date of opening of tender. For meeting with the eligibility criteria, any one work of similar nature should be completed which should be more than Rs.....Lacs.
2. Letter of Acceptance issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & cost of the Work, Original Date of Completion etc., against which the completion/Experience certificates have been attached with the tender document, must be enclosed.
3. Completion Certificate issued by Competent Authority in favour of Name of the firm who had executed the work duly stating Name & Final cost of the Work, Date of Completion etc. must be attached. No printed Document like annual report etc. should be attached with Tender Document.
4. Please go through the Annexure-VII. If Work was executed jointly with other Firms, amount for credentials will be considered as per applicable percentage (%age).
5. All Documents must be submitted along with the Tender failing which the claimed credentials as above will not be considered at the time of evaluation of Tender. It will lead to summarily disqualification of Tender.

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

TENDER FORM -4C**SECTION 4.5: DETAILS OF PAYMENT RECEIVED IN LAST 3 FINANCIAL YEARS i.e.ONWARDS
TO ADJUDGE FINANCIAL ELIGIBILITY****(All figures in Rs Lacs)**

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

Superscript Notes:

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

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

TENDER FORM -5**SECTION 4.6: TOP SHEET FOR SCHEDULE OF RATES / QUANTITIES**

All figures are in Indian Rupees

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

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

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

(h) In case tenderer/s quote/s multiple rates (including rebate on specific chapter or item) against any group (each row); the offer will be treated as invalid and **shall be summarily rejected.**

I/We undertake to do the work at % above/below/at par rates quoted above on the Unified Standard Schedule of Rates 2010 (as amended from time to time) and at the rates quoted above for Non Scheduled items.

Dated.....

Signature of Tenderer

Signature of Tender inviting Authority

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

Part Name of work

SN	Chapter group	Item No.	Description of item of work	Approx Quantity	Unit	Rates in figure	Amount
1	2	3	4	5	6	7	8
1.	Ch 03, 04, 05 & 06 (Concrete & Masonry etc. work)						
	Sub Total						
2.	Ch 07 (Wood work)						
	Sub Total						
3.	Ch 08 (Steel and Aluminum work)						
	Sub Total						
4.	Ch 11 & 12 (White Washing & Painting, etc. work)						
	Sub Total						
5.	Ch 13, 14 & 15 (Water Supply, Drainage & Sanitary etc work)						
	Sub Total						
6.	Ch 16 (Horticulture work)						
	Sub Total						
7.	Ch 19, 20, 21 & 22 (Bridge works)						
	Sub Total						
8.	Ch 23 (Road & Platforms work)						
	Sub Total						

Signature of Tenderer

Signature of Tender inviting Authorit

Special Instructions to tenderer and regulations for Tenders & contract

SN	Chapter group	Item No.	Description of item of work	Approx Quantity	Unit	Rates in figure	Amount
1	2	3	4	5	6	7	8
9.	All other Chapters of USSOR/2010 except above						
	Sub Total						
10	NS item						
	Sub Total						

I have received the CD containing following:-

Standard documents applicable to all Tenders and Contracts

General Conditions of Contract part-1 (GCC Pt.1) Instructions to Tenderer and Regulations

General Conditions of Contract Part-2 (CGG Pt.2)

Special Conditions of Contract

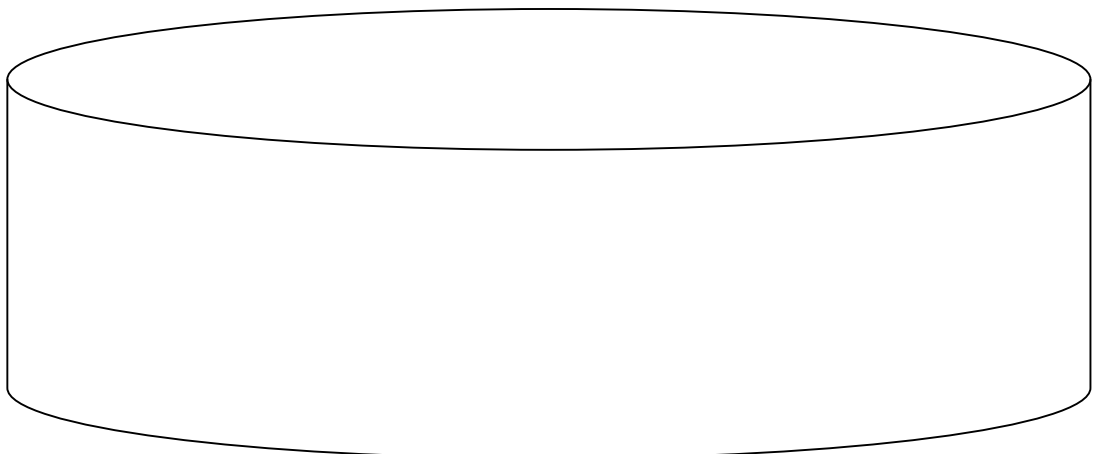
Special Specifications for Non-Schedule items

Special instructions to the Tenderer It can be obtained from the office of Tender Issuing Authority on payment of Rs.1000/- each in the form of demand draft in favour of Sr. DFM /NR /..... (Division) and does not include the cost of this Tender Document.

I have retained the CD for my information and due diligence purpose. In token of having done so, I hereby append my signature below.

Signature of the Tenderer

Space of pouch for keeping the CD by the Tender Issuing Authority containing the information as above.



In case of any error,

Omission and discrepancy etc.

is observed by any of the Tenderer,

Same may please be brought to the knowledge

Signature of Tenderer

Signature of Tender inviting Authority

2. Agreement for Zone Contract:

ANNEXURE – II

AGREEMENT FOR ZONE CONTRACT

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

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

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

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

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

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

Contractor _____

Designation _____

Railway

Address _____

(For & on behalf of President of India)

Date _____

Witnesses (to signature of contractor) :

Signature of witnesses with address

Date _____

Signature of witnesses with address

Date _____

Signature of Tenderer

Signature of Tender inviting Authority

3. Work orders for Zone Contract:

ANNEXURE - III

WORK ORDER UNDER ZONE CONTRACT

(Valued not exceeding Rs. 2, 00, 000)

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

Name Of Work _____ (S I T E)

Schedule _____ of _____ Drawings

Authority _____ Allocation

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

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

* This should be rate of Division concerned.

The works herein mentioned are required to be completed on or before _____ (Date). The quantities provided herein are approximate and subject to variation under Clause 42 of the Standard General Conditions of Contract corrected up to latest Correction Slips.

Divisional Railway Manager/Divisional _____ Engineer

_____ Division

_____ Railway

Date _____

(For & on behalf of President of India)

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

I agree to complete the works herein set forth on or before the date specified under the Zone Contract Agreement herein before referred to in conformity with the drawings hereto annexed and in accordance with the General and Special (if any) Conditions of Contract corrected up to latest Correction Slips and the Standard Specifications of _____ Railway with up-to-date Correction Slips.

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

- (a) Repair and maintenance work including white/colour washing: three calendar months from date of completion.
- (b) All new works except earth work: Six calendar months from date of completion.

Contractor _____
(Signature)

Railway : Designation _____
(For & on behalf of President of India)

Address _____

Date _____

Date _____

Signature of **Witnesses** (to
Signature of contractor) with
address

Witnesses :

1. _____

2. _____

Signature of Tenderer

Signature of Tender inviting Authority

4 Contract Agreement for Works: ANNEXURE - IV
NORTHERN RAILWAY
CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. _____
DATED _____

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

WHEREAS the Contractor has agreed with the Railway for performance of
the works _____ set forth in the Schedule hereto annexed upon
the Standard General Conditions of Contract, corrected up to latest Correction Slips
and the Specifications of _____ Railway corrected up to the latest
Correction Slips and the Schedule of Rates of _____ Railway, corrected up
to latest Correction Slips 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 schedule set forth and shall execute the same with great
promptness, care and accuracy in a workman like manner to the satisfaction of the
Railway and will complete the same in accordance with the said specifications and
said drawings and said conditions of contract on or before the _____ day of
_____ 20__ and will maintain the said works for a period of
_____ Calendar months from the certified date of their completion and will
observe, fulfill and keep all the conditions therein mentioned (which shall be deemed
and taken to be part of this contract, as if the same have been fully set forth herein),
AND the Railway, both hereby agree that if the Contractor shall duly perform the
said works in the manner aforesaid and observe and keep the said terms and
conditions, the Railway will pay or cause to be paid to the Contractor for the said
works on the final completion thereof the amount due in respect thereof at the rates
specified in the Schedule hereto annexed.

Contractor _____
(Signature)

Railway : Designation _____
(For & on behalf of President of India)

Address

Date

Date _____

Signature of **Witnesses** (to
Signature of contractor) with
address :

Witnesses :

Signature of Tenderer

Signature of Tender inviting Authority

5. Work order for works:

ANNEXURE-V

**WORK ORDER FOR WORKS
(Valued at over Rs. 2, 00, 000)**

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

Name Of Work _____ (SITE) _____

Schedule _____ Of _____ Drawings

Authority _____ Allocation _____

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

CONTRACTOR'S AGREEMENT

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

Signature of Tenderer

Signature of Tender inviting Authority

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

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

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

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

Witness	Contractor

Name _____	Name

Address _____	Address

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

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

_____ Engineer
_____ Division
_____ Railway

(For & on behalf of President of India)

Date _____

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

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

Signature of witnesses with Contractor : _____
 addresses, to Signature of Contractor Address : _____
 Date : _____

1. _____
2. _____

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

Annexure-VI

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

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

Signature of Tenderer

Signature of Tender inviting Authority

ANNEXURE-VII

7. Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria (Head Quarter letter No: 74-W/0/Pt.XXV/WA Dated 03.06.2011).

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 tenders of 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 competent registrar or the partnership deed should have been notarized prior to date of tender opening, as per Indian partnership Act.
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 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 firm shall not be allowed to be modified/alterd/terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The reconstitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what so ever. Any change in the constitution of Partnership Firm after opening of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraws from the firm after opening of the tender and before the award of the tender, the offer shall be rejected. If any new partner joins the firm after opening of tender but prior to award of contract, his/her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to this share in the previous firm. In case the Tenderer fails to inform Railway beforehand about any such changes/modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of contract conditions, liable for determination of contract under Clause 62 of General Condition of Contract.
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 purchased and submitted only in the name of partnership firm and not in the name of any constituent partner. The EMD shall be submitted only in the name of partnership firm. The EMD submitted in the name of any individual partner or in the name of authorized partner(s) shall not be considered.

Signature of Tenderer

Signature of Tender inviting Authority

8. One or more of the partners of the firm or any other person(s) shall be designated as the authorized person(s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specifically authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender/contract. Such "Power of Attorney" should be notarized/registered and submitted along with tender.
9. A notary certified self attested copy of registered or notarized partnership deed shall be submitted along with the tender.
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 guarantees 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 or due to non-execution of the contract or part thereof.
 - b) Duration of the partnership deed and partnership firm agreement : The partnership deed/partnership firm agreement shall normally not be modified, altered, terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under clause 62 of General Conditions of Contract.
 - c) Governing Laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
 - d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of the Railway in respect of the tender/contract.
13. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender-

Signature of Tenderer

Signature of Tender inviting Authority

- a) A copy of registered/notarized partnership deed duly authenticated by notary.
- b) Power of Attorney duly stamped and authenticated by a Notary Public or by a Magistrate from all partners of the firm in favour of one or more of the partner(s) or any other person(s) as detailed in Para (8) above.
- c) An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by Railways or any other Ministry/Department of the Government of India/any State Government from participation in tenders/contract on the date of opening of bids either in their individual capacity or in any firm in which they were/are partners. Concealment/wrong information in regard to above shall make the contract liable for determination under clause 62 of General Conditions of Contract-2014.

14. Evaluation of eligibility of a partnership firm.

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the following conditions:

i) Technical eligibility criteria – The tenderer should satisfy either of the following criteria:-

- a) The partnership firm shall satisfy the full requirement of technical eligibility criteria (defined in “**Para 3.6.1** of special tender conditions and instructions for Tenderers”) in its own name and style;

OR

- b) In case the partnership firm does not fulfill the technical eligibility criteria in its own name and style, but one of its partners has executed a work in the past either as a sole proprietor of a firm or as a partner in a different partnership firm, then such partner of the firm shall satisfy the technical eligibility criteria (defined in “**Para 2.3.4 (a)** of special tender conditions and instructions for Tenderers”) on the basis of his/her proportionate share in that proprietorship/partnership firm reduced further by his/her percentage share in the tendering firm.

ii) Financial eligibility criteria– The Tenderer shall satisfy either of the following criteria:-

- a) The partnership firm shall satisfy the full requirements of the financial eligibility criteria (as defined in “**Para 3.6.2** of special tender conditions and instructions for Tenderers”) in its own name and style.

OR

- b) In case the partnership firm does not fulfill the financial eligibility criteria in its own name and style, but one or more of its partners have executed a work/contract in the past either as sole proprietor or as partner in different firms, then the arithmetic sum of the contractual payments received by all the partners of the tendering firm, derived on the basis of their respective proportionate share in the such firms reduced further by their respective percentage share in the tendering firm, shall satisfy the full requirements of the financial eligibility criteria (as defined in “**Para 3.6.2** of special tender conditions and instructions for tenderers”).

Signature of Tenderer

Signature of Tender inviting Authority

Example on Evaluation of Technical & Financial Eligibility of Partnership Firm

A tendering partnership firm “ABCD” has four constituent partners namely “A”, “B”, “C” & “D” with their respective shares as 40%, 30%, 20% & 10%, but this firm has not executed any work in its own name and style. However, the constituent partners have executed the work in earlier partnership firm(s) or as sole proprietor as under:-

- (i) Partnership firm “ABZ” having three partners namely “A”, “B” & “Z” with respective shares of 10%, 20% & 70%, has executed a work of value Rs.10.00 crores earlier.
- (ii) Partnership firm “CYX” having three partners namely “C”, “Y” & “X” with respective shares of 50%, 30%, & 20%, has executed a work of value Rs.5.00 crores earlier.
- (iii) Sole proprietorship firm “P” having “D” as sole proprietor has executed a work of value Rs.2.0 Crores earlier.

The evaluation of technical and financial eligibility of tendering firm “ABCD” shall be done by taking proportionate share of credentials of partners A, B, C and D derived from their earlier partnership firms to be reduced further by their percentage share in the tendering firm as calculated in table below :-

1 Partner s	2 Credentials of “A” & “B” derived from firm “ABZ” which has executed work of Rs.10.0 cr.		3 Credentials of “C” derived from firm “CYX” firm which has executed work of Rs.5.0 cr.		4 Credentials of “D” derived from Proprietorship firm “P” which has executed work of Rs.2.0 cr.		5 Contribution of “A”, “B”, “C” & “D” to credentials of tendering firm “ABCD”	
	% share in firm “ABZ”	Proportionate Credentials	% share in firm “CYX”	Proportionate Credentials	% share in firm “P”	Proportionate Credentials	% share in “ABCD”	Proportionate Contribution to “ABCD”
A	10%	10% of 10Cr. = 1.0 Cr.	-	-	-	-	40%	40% of 1 Cr = 0.4Cr
B	20%	20% of 10Cr. = 2.0 Cr.	-	-	-	-	30%	30% of 2 Cr. = 0.6 Cr
C	-	-	50%	50% of 5 Cr= 2.5Cr	-	-	20%	20% of 2.5Cr. =0.5Cr.
D	-	-	-	-	100%	100% of 2Cr= 2.0Cr	10%	10% of 2Cr. = 0.20Cr

Signature of Tenderer

Signature of Tender inviting Authority

Evaluation of Technical Eligibility:

Any one of the partners of “ABCD” tendering firm viz A, B, C or D should satisfy the technical eligibility criterion on the basis of his/her proportionate share of credential in the earlier partnership firm reduced further by his percentage share in the tendering firm. As calculated in above table, the contribution of partners A, B, C & D towards the credentials of tendering firm “ABCD” will be taken as Rs. 0.40 cr., Rs. 0.60 cr., Rs. 0.50 cr., 0.20 cr respectively. Thus, in this example the firm “ABCD” is deemed to have executed one single work of maximum value of Rs 0.60 Cr. for the purpose of technical eligibility criteria.

Evaluation of Financial Eligibility:

The arithmetic sum of the contribution of all the partners of tendering firm “ABCD” derived on the basis of their respective proportionate share in the earlier partnership firms reduced further by their respective percentage share in the tendering firm, in this example will be taken as Rs.1.70 Cr. (I.e. $A+B+C+D = 0.40+0.60+0.50+0.20 = 1.70$ cr.). Thus, in this example, the firm “ABCD” is deemed to have received contractual payments of Rs 1.70 Cr. for the purpose of financial eligibility criteria.

Signature of Tenderer

Signature of Tender inviting Authority

Annexure-VIII

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

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

ANNEXURE –IX

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

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

Signature of Tenderer

Signature of Tender inviting Authority

ANNEXURE – X

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

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

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

Signature of Tenderer

Signature of Tender inviting Authority

11. Details of Beneficiary for Electronic Transfer of Funds

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

Signature of Bank Official with Stamp

Signature of Tenderer

Signature of Tender inviting Authority

12. Applicable charges/recoveries/Advance etc.

S. no.	Item	Description
1.	Water charges	In case of contractor using Railway's water sources, water charges will be deducted @ 1% of the cost of the item(s) where water is being consumed.
2.	BOCW cess	The tenderer for carrying out any construction work in " Uttar Pradesh " must get themselves registered from the Registering Officer under section 7 of the Building and Other Construction workers Act 1996 and rules made thereto by the " Uttar Pradesh " Government and submit certificate of Registration issued from the Registering Officer of the " Uttar Pradesh " Government (Labour Department) . For enactment of this Act, the tenderer shall be required to pay BOCW cess @ 1% of cost of construction work to be deducted from each bill. <i>Cost of material shall be outside the purview of cess, when supplied under a separate schedule item</i> . Recoverable amount of BOCW cess at the rate of 1% shall be credited under <i>Suspense Head Deposit Misc (BOCW cess) before arranging payment to the contractor</i> as per directive of Railway Board issued vide letter No. 2008/CE-I/CT/6 dated 08.11.2012 with the concurrence of " Finance Directorate of Ministry of Railway ".
3.	Deployment of Technical supervisor	In terms of provisions of new clause 26 A.1 to the General Conditions of Contract (GCC), Contractor has to deploy following Qualified Engineers during execution of work: one qualified Graduate Engineer when cost of work to be executed is Rs. 200 lacs and above, and One qualified Diploma Engineer when cost of work to be executed is more than Rs. 25 lacs, but less than Rs. 200 lacs

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

S. no.	Item	Description
		Graduate /Diploma holder Engineer will be available at site as and when or for the period as directed by Engineer's representative. Further, In case the Contractor fails to employ the Qualified Engineer, as aforesaid in above Paras, in terms of clause 26 A.1 to the General Conditions of Contract Part-II, shall be liable to pay an amount of Rs. 40, 000.00 and Rs. 25, 000.00 for each month or part thereof for the default period. (Railway Board's letter no: 2012/CE-I/CT/0/20 Dated: 10.05.2013)
4.	Income Tax	@ 2% + 15% (Surcharge as applicable time to time) + 3% Educational cess.
5.	WCT/VAT	@ 4% or as amended time to time
6.	Brick bat	Quantity X rates of item no: 055140 + Tender % + 12.5% +7.5%+5%
7.	Tools and plants	The hire charges of tools and plants provided to the contractor will be as per letter no 64/W2/CT/56 dated. 27-03-1967 and 64/W2/CT/56 dated: 20.11.79.
8.	Mobilization advance	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/18 Pt.3 dated 23.05.2012
9.	Stage Payment for Steel supplied by the contractor	It will be applicable as per Railway Board letter no: 2007/CE-I/CT/183 dated: 07.3.2008
10.	PVC clause	Price Variation clause will be applicable for Contract Agreement value of more than 50 lakh as per letter no: 2008/CE.1/CT/Con/7(PCE/GM dated: 15.12.2008, 2008/CE-I/CT/18/Pt. 13 dated: 02.05.2014 and 2007/CE-I/CT/18/Pt. 19 (FTS-8798) Dated: 15.10.2014
11	Maintenance Period	Repair and maintenance work including white/ Colour washing: three calendar months from date of completion in case of Zonal Works. All new works except earth work: Six calendar months from date of completion. For all other Works: Six calendar months. No maintenance period is applicable for the works like Ballast supply, Hiring of vehicle.

Signature of Tenderer

Signature of Tender inviting Authority

13. PROFORMA FOR TIME EXTENSION

No. _____ Dated : _____

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

(ii) Acceptance letter no.

(iii) Understanding/Agreement no.

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

Dear Sir,

1. The stipulated date for completion of the work mentioned above is _____. From the progress made so far and the present rate of progress, it is unlikely that the work will be completed by the above date (or 'However, the work was not completed on this date').
2. Expecting that you may be able to complete the work, if some more time is given, the competent authority, although not bound to do so, hereby extends the time for completion from _____ to _____.
3. Please note that an amount equal to the liquidated damages for delay in the completion of the work after the expiry of _____ (give here the stipulated date for completion with/without any penalty fixed earlier) will be recovered from you as mentioned in Clause, 17-B of the Standard General Conditions of Contract for the extended period, notwithstanding the grant of this extension. You may proceed with the work accordingly.
4. The above extension of the completion date will also be subject to the further condition that no increase in rates on any account will be payable to you.

Signature of Tenderer

Signature of Tender inviting Authority

Special Instructions to tenderer and regulations for Tenders & contract

5. Please intimate within a week of the receipt of this letter your acceptance of the extension of the conditions stated above.
6. Please note that in the event of your declining to accept the extension on the above said conditions or in the event of your failure after accepting or acting up to this extension to complete the work by _____ (*here mention the extended date*), further action will be taken in terms of Clause 62 of the Standard General Conditions of Contract.

Yours faithfully

For and on behalf of the President of India

Signature of Tenderer

Signature of Tender inviting Authority

14. CERTIFICATE OF FITNESS

1. (a) Serial Number _____

(b) Date _____

2. Name of person examined _____

I certify that I have personally examined (*name*) _____

3. Father's Name : son/daughter of
_____, residing at

4. Sex _____

5. Residence _____ :

6	Date of birth, if available, and/or certified age	Who is desirous of being employed in a factory or on a work requiring manual labour and that his / her age as nearly as can be ascertained from my examination, is _____ years and that he/she is fit for employment in a factory or on a
7	Physical fitness	
8	Identification marks	

9 Reasons for :

(a) refusal to grant certificate, or _____
(b) revoking the Certificate _____

Signature or Left Hand
Thumb Impression of
the person Examined

Signature of Certifying
Surgeon

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

Signature of Tenderer

Signature of Tender inviting Authority

15. PROFORMA OF 7 DAYS NOTICE

_____ **RAILWAY**
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No.

In connection with

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

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Tenderer

Signature of Tender inviting Authority

16. PROFORMA OF 48 HRS. NOTICE

_____ **RAILWAY**
(Without Prejudice)

To

M/s _____

Dear Sir,

Contract Agreement No.

In connection with

1. Seven days' notice under Clause 62 of Standard General Conditions of Contract was given to you under this office letter of even no., dated _____; but you have taken no action to commence the work/show adequate progress of the work.
2. You are hereby given 48 hours' notice in terms of Clause 62 of Standard General Conditions of Contract to commence works / to make good the progress of works, failing which and on expiry of this period your above contract will stand rescinded and the work under this contract will be carried out independently without your participation and your Security Deposit shall be forfeited and Performance Guarantee shall also be encashed and consequences which may please be noted.

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

{Authority: Railway Board's letter no. 2013/CE-I/CT/O/36/TOC/Pt I, Dated 14.11.2013}

Signature of Tenderer

Signature of Tender inviting Authority

17(A) PROFORMA OF TERMINATION NOTICE

_____ **RAILWAY**
(Without Prejudice)

No. _____

Dated

To

M/s _____

Dear Sir,

Contract Agreement No.

In connection with

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

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

Kindly acknowledge receipt.

Yours faithfully

For and on behalf of the President of India

Signature of Tenderer

Signature of Tender inviting Authority

_____ **Railway**

**17(B) Termination of contract – effect of non performance by the contractor
within the validity.**

NO.

Office of the
GM/PCE/CAO (C)

Dated:

Sub:_____

Dear Sir,

1. In terms of the conditions of contract agreement No._____dated _____ governing the execution of the above work, it was required to be completed by the stipulated date of completion/mutually extended date of completion viz._____. You have failed to complete the work by the agreed date of completion. You have also failed to apply for further extension of period of completion on valid and reasonable grounds as acceptable to the Railway. Due to your failure to fulfill your contractual obligations, the contract stands terminated with effect from date of completion of the contract i.e. _____ (date)
2. Please note that for non fulfillment of the contract the Railway reserve the right to claim damages under clause 62 of the General Conditions of Contract in addition to any other rights available to it under the law.
3. Final measurements of the work done by you shall be recorded on (date)_____. Please arrange to be present at site to witness and also sign the measurements, failing which the work will be measured in your absence and such measurements as per provisions of the contract Compendium of Instructions on works Contracts – Northern Railway agreement shall, notwithstanding such absence, be binding upon you whether or not you shall have signed the measurement book.

Yours faithfully,

For & on behalf of the President of India.

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

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

Signature of Tenderer

Signature of Tender inviting Authority

19. SUPPLEMENTARY AGREEMENT

Articles of agreement made this day between the President of India acting through the Railway Administration herein after called the railway on the one part andon the other part.

Whereas the party hereto of the other part executed an **agreement no:**.....with the party hereto of the first part being for

.....
herein after called the 'Principal Agreement'.

And whereas it was agree by and between the parties hereto that the works would be completed by the party hereto of the second part on _____date last extended' and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part. And whereas the party hereto of the first part already made payment of the party hereto of the second part diverse sums from time to time aggregating to **Rs.** _____ including the final bill bearing **voucher No:** _____ **dated:** _____ (the receipt of which is hereby acknowledged by the party hereto of the second part in full and final settlement of all his /its claims under the principal agreement.

And whereas the party hereto of the second part have received further **sum of Rs.** _____ through the final bill bearing **voucher No:** _____ **dated** _____(the receipt of which is hereby acknowledged by the party thereto of the second part) from the party hereto the first part in full and final settlement of all his/its disputed claims under principal agreement.

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

It is further agreed and understood by and between the parties that in consideration of the payment already made, under the agreement, the said Principal Agreement shall stand finally discharged and rescinded all the terms and conditions including the arbitration clause.

Signature of Tenderer

Signature of Tender inviting Authority

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

Contractor's Signature with full address

Signature of witness.

**Divisional Railway Manager (Works)
Northern Railway.....
For & On behalf of President of India.**

1.

2.....

I/we agree to abide by the terms and conditions mentioned at page to ... in all as well as the Indian Railway General conditions of contract, Indian Railways Unified Standard Specifications (Works & Materials) Volume I & II and the Unified standard Schedule of rates amended time to time.

Signature of Tenderer

Signature of Tender inviting Authority

REGISTER OF CORRECTION SLIPS

Correction Slip		Reference			Date of receipt	Initials of person in charge of book
No.	Date	Page	Item No.	Subject		

END OF THE DOCUMENT