

Forms/Annexures(Relevant documents to be submitted)

1. Partnership deed
2. Power of attorney
3. List of works executed year wise during the last three years along with their value.
4. Credentials issued by the department for whom the work was executed by the tenderer/s during the last three years.
5. Financial standing along-with Banker's certificate.
6. List of works in hand, their value and their stage of completion.
7. Latest valid Income Tax clearance certificate.

Signature of the tenderer/s

Annexure-B

SUPPLEMENTARY AGREEMENT

Articles of Agreement made this day _____ in the year Two thousand and _____ between the President of India, acting through the _____ RDSO Administration having his office at _____ hereinafter called the RDSO of the one part and

_____ of the second part.

Whereas the party hereto of the other part executed an agreement with the party hereto of the first part being agreement No _____ dated _____ for the performance of

here in after called principal Agreement.

And whereas it was agreed by and between the parties hereto that the works would be completed by the party hereto of the second part on _____ date last extended and whereas the party hereto of the second part has executed the work to the entire satisfaction of the party hereto of the first part. And whereas the party hereto of the first part already made payment of the party hereto of the second part diverse sums from

Signature of the Tenderer/s

Contd.....

time to time aggregating to Rs. _____ including *the* final bill bearing Vr. 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 Vr. 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.

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

Signature of contractor/s

For and on behalf of the

President of India

Witness of the Signature.

Witness of the Signature

1. _____

1. _____

2. _____

2. _____

Signature of the Tenderer/s

3

Contd.....

STG/Vehicle Hiring/Signal/2018-19

Address: _____

PROFORMA

DECLARATION

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and in particular the following :-

1. Topography of area
2. Soil strata at site of work.
3. Source and availability of construction material.
4. Rates for construction of material, water electricity including all local taxes, royalties, Octroi etc.
5. Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.
6. The existing roads and approaches to the site of work and requirements for further services roads/approaches to be constructed by me/us.
7. The availability and rates of private land etc. that shall be required by me/us for various purposes.
8. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

Signature of the Tenderer/s

Constitution of Firm

1. Full name of contractor/s
Construction firm and
year of establishment.
2. Registered Head
Office Address.
3. Branch Office in India.
4. Address on which correspondence
regarding this tender should be done.
5. Constitution of firm, give
full details including

name of partners/executives/power
of attorney/holders etc.
6. Particulars of registrations
with Government/Semi
Govt. Organization, Public
Sectors Undertakings and
local bodies etc.

Signature of the Tenderer/s.

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

Sl.No.	Particulars of equipment	No. of unit	Kind and make firm Capacity from which to be hired	
1	2	3	4	5

Date by which the plant would be available for use on this work.	Age & Condition	Work on which it is being used
6	7	8

Signature of the Tenderer/s.

ANNEXURE-F

LIST OF ENGINEERS/PERSONNEL ALREADY AVAILABLE/PROPOSED TO BE EMPLOYED FOR DEPLOYMENT ON THIS WORK:

S.No.	Name & Designation	Qualification	Professional Experience	Organization with whom working	Date by which personnel will be available for this work.
1	2	3	4	5	6

Signature of the Tenderer/s

Contd.....

Signature of the Tenderer/s.

Annexure-G

STATEMENT OF WORKS EXECUTED BY THE CONTRACTORS DURING LAST THREE (03) YEARS

Signature of the Tenderer/s

Contd.....

Sl. No.	Name and place of work	Authority/agency for whom the work is being carried out.	Date of award and Agreement No. and date.
1	2	3	4

Date of completion (original/Actual)	Agreemental cost of work/completion cost.	Principal/technical features of work in brief.	S. No. at which relevant document are enclosed.
5	6	7	8

Signature of the Tenderer/s.

Annexure-H

STATEMENT OF WORKS BEING EXECUTED/IN HAND BY THE CONTRACTOR/S

SN	Name and place of work	Authority/agency for whom the work is being carried out.	Date of award and Agreement No. and date.
1	2	3	4

Date of completion (Original/actual)	Agreemental cost of work/likely cost.	Principal/technical features of work in brief.	S. No. at which relevant document are enclosed.	Payment taken till.
5	6	7	8	9

Signature of the Tenderer/s.

Annexure-I

Detail of Contractual payment received in the last three financial year and current financial year

SN	Name of work	Name of employer	Detail of payment	For the financial year	Total Contract amount received
-----------	---------------------	-------------------------	--------------------------	-------------------------------	---------------------------------------

--	--	--	--	--	--

Signature of the Tenderer/s.

FORMS (Supplier Information Form)

FORM NO.E-5

Appendix-VIII

Electronic Clearing Service (Credit Clearing)

Model Mandate Form

(Investor/customer's option to receive payments through Credit Clearing Mechanism) Name of the scheme and the periodicity of payment

Beneficiary Name:

Beneficiary Address:

Line 1:
Line 2:

District/City	State/UT
Pin Code	Tele

Bank Details:

Bank Name																				
Branch Address																				
Beneficiary A/C Number:																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
Beneficiary A/c Type (Saving/Current)																				
Digit Branch MICR Code:																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>																				
Is your bank branch RTGS enabled: Yes No																				
If yes, IFSC code of the Branch:																				

--	--	--	--	--	--	--	--	--	--

Countersigned

Signature of the
Contractor/Supplier

Branch Manager

Bank Seal

Date of effect

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme. The electronic clearing service may be arranged through _____

(.....) Signature
of the Investor/ Customer

Date

Certified that the particulars furnished above are correct as per our records. Bank's Stamp

Guide lines for Joint Venture for tender costing more than Rs. 10.00 Crore.

1. Following stipulations shall be applicable for joint venture of firms/companies and consortium and (hereinafter called JV). Joint venture/consortium between individuals will not be accepted. Maximum No. of parties in the Jv/consortium should not be more than three.
2. One of the partners who is responsible for executing a major component of the proposed contract shall be nominated as being in-charge during the execution. He will be called the lead partner and shall be authorized to incur all liabilities and receive instructions for and on behalf of all partners of the Joint Venture/consortium. This authorization shall be evidenced by submitting a power of attorney signed by a legally authorized representative of all the partners of Jv/Consortium with further stipulation that it shall be valid for the entire period of completion/extended period of the work including maintenance period.
3. All partners/constituents of JV/consortium shall be jointly and severally liable/responsible for the successful completion of the work as per the terms and conditions of the agreement of the contract agreement irrespective of their share and role specified in JV agreement.
4. A copy of joint venture agreement on non-judicial stamp paper duly attested by Notary Public with seal and revenue stamp affixed thereon shall be submitted along with the tender. No JV will be accepted after submission of the tender bid. However, the joint venture agreement will be got duly registered before the Registrar of firm or any nominated authority under the law of land before the contract is awarded.
5. Joint Venture agreement shall include among other things the joint venture objective, the proposed management structure, contribution of each constituent, role and responsibility of each partner covering all aspects of the planning and successful execution of the work, the commitment of the partners to the joint and several liability for due performance.
6. In addition recourse/sanctions within joint venture in the event of default/withdrawal of any partner and arrangement for providing the required indemnities shall be spelt out and shall be binding on each partner of the joint venture.
7. The arrangement for investment and other resources required for successful execution of work under joint venture shall be spelt out.

STG/Vehicle Hiring/Signal/2018-19

8. The share of profit and loss of each constituent of the joint Venture shall be clearly spelled out.
9. Tender should be purchased in the name of JV/Consortium, Earnest Money and or Bank Guarantee shall also be in the name JV/Consortium.
10. Every partner of JV /Consortium must have individually completed at least one construction work of favour more than 1/6h value of the tender cost in last three years i.e. assessment year & three previous financial year upto the date of opening of tender.

STG/Vehicle Hiring/Signal/2018-19

- 11 (a) Each member of the JV/Consortium must have individually completed at least one construction work of value more than 1/6th value of the tender cost in last three years i.e. assessment year & three previous financial years upto the date of opening of tender.
- (b) At least one of the member of the JV/Consortium must have satisfactory completed at least one similar single work for minimum value of 35% of advertised tender value, in last three financial years (i.e. current year & three previous financial years) upto the date of opening of the tender.
- (C) Each member of the JV/consortium should have received the total payment against satisfactory execution of all completed/on going works of all types (not confined to similar works) during he last three financial years and in the current financial year (upto the date of opening of the tender) of a value not less than 50% of the advertised cost of work including the cost of cement and steel.
- (d) The arithmetic sum of annual contractual payment received by all members of the Jv/consortium in last three financial years and current financial year should be more than 150% of the tender cost.

Guide lines for Submission of tenders by Partnership Firms and their Eligibility Criteria :

1. The Partnership Firms participating in the tender should be legally valid under the provision 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/name should be given to the partnership firm. The partnership firm should have PAN/TAN number in its own name and PAN/TAN number in the name of the any of the constituent partners should 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 RDSO 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 direction of the RDSO and 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 signaturers of all partners as that in the partnership deed. Failure to observe this requirement shall render the offer invalid and full EMD shall be forfeited. If any partner/s withdraws from the firm after opening of the tender and before the award of the contract, the offer shall be rejected. If any new partner joins the firm after opening of the 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 RDSO before hand about any such change/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 or in the name of authorized partner/s shall not be considered.
8. One or more of the partners of the firm or any other persons shall be designated as the authorized person on behalf of the firm, who will be authorized by all the partner to act on behalf of the firm through a "Power of Attorney", specially authorizing him/them to submit and sign the tender, sign the agreement, receive the payment, witness the measurement, sign the

measurement book, make correspondences, compromise, settle, relinquish any claims 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 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 guarantees like Performance Guarantee, Guarantee for mobilization of advance, plant and machinery advance shall be submitted only in the name of 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 the partnership firm, the following undertaking shall be furnished by all the partner/s through a notarized affidavit, before signing of the contract:-

Joint and several liabilities:- The partners of the firm to which the contract is awarded, shall be jointly and severally liable to the RDSO for execution of the contract in accordance with General and special conditions of the contracts. The partners shall also be liable jointly and severally for the loss, damages caused to the RDSO during the course of execution of the contract or due to non execution of the contract or part thereof.

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

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

No partner of the firm shall have the right to assign and transfer the interest right or liability in the contract without the written consent of the other partners and that of the RDSO in respect of the tender/contract.

13. The tenderer shall clearly specify that the tender is submitted on behalf of a partnership concerned. The following documents shall be submitted by the partnership firm along with the tender:-

A copy of registered/notarized partnership deed duly authenticated by the Notary,

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 partners or any other persons as detailed in Para 8 above.

An undertaking by all the partners of the partnership firm shall be given that they have not been black listed or debarred by the Railways or any other ministry/ department of the government of India, any state government from participating 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 condition of contracts 1999.

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 tender should satisfy either of the following criteria-

The partnership firm shall satisfy the full requirement of technical eligibility criteria(defined in Volume-III) in its own name and style.

Or

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 (define in Volume-III). On the basis of his/her proportionate share in that proprietor ship/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 requirement of financial eligibility criteria (define in Volume-III) 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 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 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. (define in Volume-III).

Example on Evaluation of Technical & Finance Eligibility of Partnership Firm.

Details are given in annexure K

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 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 crores earlier.
- ii. Partnership firm "CYN" having three partners namely "C", "Y" & "X" with respective shares of 50%, 30% & 20% has executed a work of value Rs. 5 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	2	3	4	5
---	---	---	---	---

STG/Vehicle Hiring/Signal/2018-19

Partners	Credentials of "A" & "B" derived from firm "ABZ" which has executed work of Rs. 10 crores		Credentials "C" of derived from firm "CYX" firm which has executed work of Rs. 5 crores		Credentials of "D" & "B" derived from firm "P" which has executed work of Rs. 2 crores		Contribution of "A","B","C" & "D" to credentials of tendering firm "ABCD"	
	% share in firm "ABZ"	Proportionate Credentials	% share in firm "ABZ"	Proportionate Credentials	% share in firm "ABZ"	Proportionate Credentials	% share in firm "ABZ"	Proportionate Credentials
A	10%	10% of 10Cr -1 Cr					40%	40% of 1 Cr=0.4 Cr

B	20%	20% of 10 Cr – 2 Cr					30%	30% of 2Cr = 0.6 Cr
C			50%	50% of 5 Cr– 2.5 Cr			20%	20% of 2.5Cr =0.5Cr.
D					100%	100% of 2Cr – 2 Cr.	10%	10% of 2Cr = 0.20 Cr

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, the firm “ABCD” is deemed to have received contractual payment of Rs. 1.70 Cr for the purpose of financial eligibility criteria.

All the Partners of the partnership firm shall certify that they are not black listed or debarred by railway or any other Ministry Department of the Govt. of Indian /State Govt. from participation in the tender/contract on the date of opening of bids either in their individual capacity or partnership firm in which they were/are partner.

Partnership firms are different from Pvt. Ltd. firm and therefore the above guidelines are appreciable for only partnership firms and not for Pvt. Ltd. firms.

SPECIAL CONDITIONS RELATED TO SITE DATA & SPECIFICATIONS

Name of work: - As on top sheet

1.0 Scope of work

2.0 Site location of the work

3.0 The work is required to be executed as per RDSO Standard Specifications 1987 and relevant IRS & BIS codes and Manuals. The list of codes and manuals as given below, is by no

means, exhaustive and any relevant codal or manual even if not mentioned in the list, will be applicable.

The design and Construction will be done in terms of IRS, IRC and IS Specifications.

- (a) The specifications mentioned herein bid documents should be prime governing.
- (b) Where there is conflict between IRS & IS Specifications, IRS Specifications shall prevail.
- (c) Where there is no provision of Specifications in IRS, the IRC conditions shall be referred to and followed.
- (d) The decision of ED/Co-ord/Signal/RDSO of the project shall be final and binding in the interpretation of the clause of the codes of practice and specifications under the special conditions relating to site data and specifications of this tender and no claim whatsoever shall be entertained on this account by RDSO.
- (e) Apart from the basic data, specifications etc. all items of works shall be governed by the following codes as revised/corrected/amended upto the time of submission of the tenders/ negotiated rates for acceptance.
 - i) General Conditions of Contract 2014 with latest Amendment and regulations and instructions to tenderer/s and Standard Form of Contract, 1999 with latest Amendment.

..... (Other codes as applicable to the particular work).

4.0 CONDITIONAL TENDERS

Conditional tenders are liable to be rejected straight away. RDSO reserve the right to reject such tenders summarily without assigning any reasons whatsoever.

For ED(Co-Ord)/Signal

RDSO, LUCKNOW

**For and on behalf of the President
of India**

I/We agree to abide by the terms and conditions mentioned at page 1 to 66 in all as well as general conditions of contract, 1999, standard specifications for materials and works, 1987 and the standard schedule of rates, 1996 of the Railway to the extent the latter three books are applicable