



IROAF
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

Indian Railways Organization for Alternate Fuels

BID DOCUMENTS
GLOBAL TENDER
FOR
CONVERSION OF 40 DPC INTO DUAL
FUEL ENGINE WITH CNG
CORRIGENDUM-I

In Two Packet System
Bid Documents
Part – I, II & III
Tender No. IROAF/CNG/P3/10
March, 2010

Indian Railways Organisation for Alternate Fuels
12th Floor, Core-I,
Scope Minar, Laxmi Nagar,
New Delhi

(P. K. Sinha, CME/CNG, IROAF)



**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS**

**Indian Railways Organization for Alternate Fuels
(IROAF)**

**SPECIAL CONDITIONS OF CONTRACT
FOR THE WORK OF
CONVERSION OF 40 DPC INTO DUAL FUEL
ENGINE WITH CNG**

CORRIGENDUM-I

In Two Packet System

Bid Documents

Part - I

Tender No. IROAF/CNG/P3/10

March, 2010

**Indian Railways Organisation for Alternate Fuels
12th Floor, Core-I,
Scope Minar, Laxmi Nagar,
New Delhi**

(P. K. Sinha, CME/CNG, IROAF)

Signature of the Tenderer/s

IROAF / INDIAN RAILWAYS

TOP SHEET

TENDER DOCUMENT NO. IROAF/CNG/P3/10

| | |
|---|--|
| Tender Notice No. | IROAF/CNG/P3/10 |
| Name of work | Conversion of 40 DPC into Dual Fuel Engine with CNG |
| Approx. Cost | Rs 20.6(Twenty crores & Sixty Lacs) |
| Completion Period | 24 months |
| Earnest Money | Rs.12 Lacs (Twelve lacs) |
| Last Date / time of receipt of Tenders | Up to 12.30 hrs. on 07.07.2010 in the office of IROAF, 12 th Floor, Core-I, Scope Minar, Laxmi Nagar, Delhi-110 092 |
| Date of opening of Tender | At 1530 hrs. on 07.07.2010 |
| Validity of Offer | 180 days from the date of opening of Tender |
| Tender Form Available | From : 29.03.2010 to 07.07.2010 |

Please furnish the following information (supported by documents) along with the tender documents.

I. Organization Structure of the Tenderer

- a) (Whether the entity is a partnership firm or A Private Limited Company or A Public Limited Company, or a co-operative society or any other type of organization or a consortium of two or more such organizations.**

Signature of the Tenderer/s

- b) Attested copies of all relevant documents to authenticate the identity of the entity, such as Partnership Deed Registration Certificate. Certificate of incorporation of the company, etc.**
- c) If the Tenderer is a consortium of two or more entities, details of all the entities which constitute the consortium must be provided separately.**

II. Documents to prove the track record of the Tenderer in implementing similar projects.

- a) Full details of Projects already executed.**
- b) Details of Projects under implementation.**

III. Identify the authorized signatory representing the Tenderer with the relevant documents such as, Power of Attorney, Board Resolution etc.

DEFINITIONS

For the purpose of this tender notification, the following words shall have the meaning given hereunder.

- 1) PROJECT : Conversion of 40 DPC into Dual Fuel Engine with CNG.**
- 2) WORK : Any job undertaken in furtherance of the execution of the Projects.**
- 3) ENTITY : A generic term to denote any form of business organization such as; a proprietary concern, Partnership Firm, Limited Company, Co-operative Society, or a Joint Venture or a Consortium of two or more of such organizations.**
- 4) CONTRACT : The compendium of documents or part thereof,**
- 5) ITCC- Income tax clearance Certificate.**
- 6) EMD – Earnes Money Deposit.**
- 7) JV-Joint Venture**
- 8) LOA- Letter of Acceptance.**

Which spells out the methodology of execution of this Project; as well as determines the rights and liabilities of the tenderer and the Railways.

Signature of the IROAF Rep

Signature of the Tenderer/s

Signature of the Tenderer/s

INSTRUCTIONS TO TENDERERS

1. General Instructions:

On behalf of the President of India, The CME/CNG, Indian Railway Organisation for the Alternate Fuel (Hereinafter referred to as the first party or the “Railways”), invites tenders for the Project as set forth in the “**Schedule of Work.**” which is enumerated in part-II of the Bid Documents.

All the offers in prescribed format along included with the required tender documents should be submitted before the time and date fixed for the receipt of offers as set forth in tender papers. Offers received after the stipulated time and date will be summarily rejected.

The tenderer should also submit soft copies of the offer submitted as requested above. The soft copies should be in MS word format.

2 Qualifying Requirements of Tenderers:

2.1 The tenderers shall provide satisfactory evidence acceptable to the first party to show that they possess adequate technical know-how and financial resources to undertake the **PROJECT:-**

2.1.a The tenderer should provide satisfactory evidence, acceptable to the First Party to show that it has efficient technology, adequate capability, technical know-how and experience of installing & commissioning satisfactorily of works as detailed in Part-II, of the Technical specifications of this tender.

2.1.b They have adequate facilities for design and development for item(s) related to this tender and will be able to execute the supply, installation and commissioning of such item(s) within the delivery schedule.

2.1.c They have established quality control system in their organization to ensure that there is adequate quality control at all stages of the work.

2.1.d The tenderer should have adequate financial stability and status to meet the obligations under the contract, for which he is

Signature of the Tenderer/s

required to submit a report from a recognized bank or a financial institution, since the value of the work is more than 1 crore. The tenderer is required to submit the revenue/banker's solvency certificate of 40% of the value of the advertised tender.

Financial eligibility criteria

2.1.e The tenderer should have at least completed from start to finish, in the last three financial years (i.e. current year and three previous financial years) atleast one similar single work for a minimum value of 35% of advertised tender value of work.

2.1.f. The tenderer should have a total contract amount received during the last three years (i.e. current year and three previous financial years) as per current ITCC at least a minimum of 150% of the advertised tender value of the work.

2.2 For purpose of Para 2.1 (above), the tenderer should additionally submit:

- a. A performance statement as in Annexure –D giving a list of major Projects executed done during the preceding three years.
- b. A statement indicating details of equipment employed and quality control measures adopted as in Annexure-E.

2.3 The offers of Tenderers who do not submit the requisite information may be rejected.

Note: JV entities bidding for this tender should follow the clause 5.16.

Signature of the Tenderer/s

IROAF
TENDER FORM (FIRST SHEET)

**The President of India,
Acting through the
Chief Mechanical Engineer – CNG
IROAF, 12th Floor, Core-I,
Scope Minar, Laxmi Nagar
New Delhi**

1. I/We _____ have read the various conditions to tender attached here to and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 180 days (one hundred eighty 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. I/We offer to do the work of conversion of 40 DPC into Dual Fuel with CNG.

I/we hereby bind myself/ourselves to complete the work in all respects within 24 months from the date of issue of letter of acceptance of tender at the rates quoted in the attached schedule.

2. I/We also hereby agree to abide by the General conditions of Contract Part III and to carry out the work according to the Special Conditions of Contract Part-I and Technical specifications of this Project Part-II.
3. Earnest money of Rupees. Twelve Lacs in the form of cash deposit/ bank draft in favour of FA&CAO, Northern railways/Delhi is enclosed. The full value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:-
- a) I/We do not execute the **contract** documents within seven days after receipt of the notice issued by the **railway** that such documents are ready.
 - b) I/We do not commence the work within fifteen days after acceptance of **Contract Agreement**. The work shall be deemed to have commenced from the date of acceptance of **Contract Agreement** and submission of project schedule.

Signature of the Tenderer/s

4. We have clearly noted that the earnest money in the form of Bank Guarantee Bond is not acceptable.
5. Until a formal agreement is prepared and executed, acceptance of the tender shall constitute a binding contract between us and the Railways.

Date

Signature of the Tenderer/s
Address

Signature of Witness:- 1.....

2.....

Signature of the Tenderer/s

IROAF / INDIAN RAILWAYS

SPECIAL TENDER CONDITIONS AND INSTRUCTION TO TENDERER

1.0 DETAILS OF WORKS

On behalf of the President of India, The CME/CNG, Indian Railway Organisation for the Alternate Fuel (Hereinafter referred to as the first party or the Railways), invites tenders for the Project of **CONVERSION OF 40 DPC INTO DUAL FUEL ENGINE WITH CNG**. These DPC's will be located at Shakurbasti/Delhi, Jalandhar cantt, Jamalpur, Kharagpur GOC/Trichy, Vijaiwada, Badgaon, Bangalore cantt,& Kakariya/Ahmedabad, or any other diesel sheds of the Indian Railways. The numbers at each will be decided by the CME/CNG and will be intimated to the contractor during the course of work but before the supply of materials.

All the offers in prescribed format along with the required tender documents should be submitted before the time and date fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated time and date will be summarily rejected.

The tenderer should also submit soft copies of the offer submitted as requested above. Soft copies should be in Microsoft word format.

2.0 TENDER DOCUMENTS

2.1 SUBMISSION OF TENDERS

2.1.1 The tender documents consist of Part I - Special tender conditions and instructions to tenderer/s, (Containing 40 pages) Part II - Technical Specification for Conversion of 40 sets of DPCs into Dual fuel engine with CNG for the complete scope of works, (Containing 16 pages) Part III – IROAF General Conditions of Contract. (Containing 72 pages)

2.1.2 Tender documents can be had from IROAF, 12th Floor, Core-I, Scope Minar, Laxmi Nagar, New Delhi on any working day from 1030 hrs. To 1230 hrs on cash payment of Rs.10,000 (Ten Thousand Only) per set. If the same is required by post an additional sum of Rs.500 (Five Hundred Only) per set should be deposited towards postal charges. The cost of this tender form is not transferable or refundable.

Signature of the Tenderer/s

Tender documents are also available on Indian Railway website www.indianrailways.gov.in. In case the tenderer is using the tender document downloaded from Indian railway website, he/they shall deposit Bank draft/ Cash deposit receipt of Rs.10,000 (ten thousands) along with the tender documents. Failure to do so, may lead to disqualification of the tenderer.

2.1.2(a) These tender documents must be submitted duly completed in all respects in a sealed cover super scribed as tender form for the work **“CONVERSION OF 40 DPCS INTO DUAL FUEL MODE ENGINE WITH CNG”** and should be deposited in the tender box in the office of the CAO/IROAF, Laxmi Nagar, Delhi-92 on or before up to 12.30 hours on 07.07.2010. The tender will be opened immediately thereafter in the office at 15.30 hrs and rates read out in the presence of such tenderer/s as is/are present. Tender which are received after the time and date specified above will not be considered. In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

2.1.3 The Tenderers are requested to carefully peruse the tender documents as the tender will be on **“TWO PACKET SYSTEM”**.

- a. The tenderer may visit the site of **work** and ascertain himself the availability/supply of raw material and the conditions of work viz approach roads and accessibility, electric power supply, water for work and drinking purposes, site for labour camps, stores, godowns, extent of lead/lift in **work**, availability of skilled and unskilled labour etc. that may be encountered in the course of execution of **work**. In short, he/they should familiarize himself/themselves fully with the conditions at site.
- b. The tender submitted by the tenderer/s will consist of TWO BIDS i.e. Packet-I i.e. **“TECHNICAL BID”** and Packet-II i.e. **“PRICE BID”**. Both bids duly sealed separately in smaller envelopes super scribed as Packet-I (Technical Bid) and Packet-II (Price Bid) respectively along with the name of the **Project** and further sealed in a larger envelope super scribing name of the **Project** should be put in the tender box allotted for the purpose in the office of Chief Administrative Officer/IROAF/Laxmi Nagar, Delhi as per specified time and date.
- c. Tenderer should submit their offer for both packet-I (Technical Bid) & packet-II (Price Bid) **in triplicate hard copy along with a soft copy as already explained above.**

Signature of the Tenderer/s

- d. “TECHNICAL BID” will be opened as per specified schedule. This bid shall contain the documents as listed below. Tenderers are requested to ensure that all such documents as listed are submitted duly filled, in all respects in their technical bid failing which his/their offer is likely to be summarily rejected.

PACKET-I (TECHNICAL BID)

This shall include various documents mentioned in the tender conditions some of which are as under-

- (i) Earnest money in the form of cash deposit/bank draft
- (ii) Proforma as given in Annex. A, B-I, B-II, C, D & E duly filled in all respects
- (iii) The documents confirming the fulfilment of eligibility criteria laid down in the tender conditions. The document submitted as proof of fulfilling the eligibility criteria will be initially evaluated and offers not meeting the requisite eligibility criteria will be summarily rejected without evaluating the technical portion.
- (iv) The first packet of tenders shall accompany the design criteria, detailed design, calculations and general arrangement drawings for conversion of DPC in to dual fuel system and sufficient details to enable the technical evaluation performance specification. The tender not accompanied by these documents will be summarily rejected. However, the tenderer whose tender is accepted shall have to submit elaborately, the detailed design, detailed drawings, calculations, etc. later.
- (v) The Technology proposed and list of equipment deployed during the various stages of work.
- (vi) Work schedule in the form of CPM/PERT/Bar Chart indicating the major activities and the programme for completion of work within the stipulated period for completion.
- (vii) Documents in support of financial capability as per para 2.1 (e).

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- (viii) Power of attorney duly attested by Notary Public with his seal and official stamp thereon (Photocopy using both sides of the paper issued by stamp vender).
- (ix) Partnership or JV/Consortium documents as per details given in Para-6 of this part-I /special conditions.
- (x) Performance record for the last 3 years of the entity, stating whether-
 - (a) Was awarded all contracts where the entity's bid price was lowest.
 - (b) Was awarded some contracts even though the entity's bid was lowest.
 - (c) Was denied any contract when the entity's bid was lowest.
 - (d) Was denied credit, bond or bank guarantee.
 - (e) Was incapable of performance of contract resulting in resulting in rescinding of the contract at the entity risk and cost.
 - (f) Was unable to complete awarded work.
 - (g) Was penalized for failure to adhere to completion date.
 - (h) Earned bonus for early completion.
 - (i) Took recourse to arbitration for settlement of disputes.

In addition tender/s may submit documents reflecting its credentials as per Para-4 of special conditions.

Technical proposal would be evaluated by the **Railways** to verify whether the work could be carried out successfully by the tenderer. During evaluation stage, Railways might ask for additional details and tenderer shall provide these details to the satisfaction of the **Railways**. Subsequent to award of contract also the complete design will have to be got approved from

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Railways and intermediate and final inspections and test as decided will be adhered to.

SECOND PACKET (PRICE BID)

The price bid of only those tenderer/s will be opened whose technical bids are found acceptable by Indian Railways.

The time, date and venue of opening of price bid shall be notified to successful tenderer/s after evaluation of technical bids.

If after the scrutiny of the TECHNICAL BID, it is found necessary to have the same revised in scope and/or content, to bring the same at par with one another and in conformity with the tender conditions and specifications and such other conditions are found necessary, the tenderers will be advised accordingly to revise their technical bids to bring all the technical bids at par and submit their revised price bid as well.

It shall also be binding on the tenderer to keep the original technical bid and price bid open and the **Railway** have the right to accept the original or revised technical and price bids. The Railway's decision in this regard shall be final and binding on the tenderer/s.

The "Original Price Bids" and/or the 'Revised Price Bids' will be opened at the time, date and venue as will be notified in advance under intimation to the tenderer/s.

The tenderer/s may note the **Railway** reserves its right to either accept or reject any bid/s without assigning any reasons whatsoever and tenderer/s shall have no claim/s on this account.

Territorial jurisdiction shall be the place of signing of contract.

Payments to the tenderer residing in the countries other than India will be made in foreign exchange only. The exchange rate for International tenderer(s) residing outside India who quote in foreign exchange will be

Signature of the Tenderer/s

computed on the basis of the converted rate in the Indian Rupees as on the date of opening of the tender. The conversion rate will be taken as standard rate of conversion of the currency on that day as per rate approved by RBI. Joint Ventures of international firm with Indian partner will be needed to quote in Rupees.

Prospective tenderer/s may contact Chief Mechanical Engineer/CNG/IROAF/Laxmi Nagar, Delhi for obtaining further clarification, if required.

The tenderer/s is/are advised to submit all documents in one go with the offer i.e. technical bid.

These tender documents must be submitted duly completed in all respects in a sealed cover super scribed as tender form for the work specified **Project** and should be deposited in the tender box in the office of the CAO/IROAF, 12th Floor, Core-I, Scope Minar, Laxmi Nagar, Delhi on or before on 07.07.2010. The tender will be opened at 1230 hrs. on 07.07.2010 in this office. Tenders which are received after the closure time and date specified above may not be considered. In case the intended dates for opening of tenders is declared a holiday, the tenders will be opened on the next working day at the same time.

- 2.1.4 Tenders sealed and super scribed as aforesaid can also be sent by registered post addressed to the CME/ CNG/ IROAF, 12th Floor, Core-I, Scope Minar, Laxmi Nagar, Delhi-110 092, but a tender which is received after the time and date specified , may not be considered. Any tender delivered or sent otherwise will be at the risk of the tenderers.

3.0 COMPLETION OF TENDER DOCUMENTS:

- 3.1 Every possible fluctuation, in the rate of labour material and general commodities and other contingencies which might affect the rates, should be considered and kept in view before quoting the rates and no claim on this account shall be entertained by the **Railways** under any circumstances except the price escalation payable as per price escalation clause, if any, provided separately in the tender documents.
- 3.2 The rate should be quoted in figures as well as in words, if there is variation between the rates quoted in figures and in words, the rates

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quoted in 'Words' shall be taken as correct. If more than one rate or improper/incomplete rates are quoted for the same items, the tender is liable to be summarily rejected.

- 3.3 In case the tendered/s quote/s multiple rates, the offer will be treated as incomplete and shall be summarily rejected.
- 3.4 Each page of the tender papers has to be signed (giving name of the person signing duly stamped) and dated by the authorized signatory of the tenderer/s.
- 3.5 Tenders containing erasures and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his / their entries should be in Ink and must be attested by him / them under full signature and date.
- 3.6 Additional conditions or stipulations if any must be made by the tenderer/s in the covering letter with the tender. The **Railway** reserves the right not to consider conditional tenders and reject the same without assigning any reason. Only those additional conditions, which are explicitly accepted by the **Railway**, shall form part of the **contract**.

4.0 CONSTITUTION OF THE FIRM:

- 4.1 The entities who are the tenderer/s irrespective of whether it is a Partnership firm, company co-operative society association or society must forward attested copies of the constitution of the entity and power of attorney authorising a person to represent the entity in all matters with respect to the tender. Tender documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company association or society as the case may be. Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.

The **Railways** will not be bound by any power of attorney granted by the tenderer/s or by changes in the composition of the entity made subsequent to the execution of the contract. The **Railway** may however, recognize such power of attorney and change after obtaining proper legal advise, cost of which will be chargeable to the bidder.

- 4.2(a) **If a tenderer who is the sole proprietor of the entity expires after the submission of his tender or after the acceptance of his tender,**

Signature of the Tenderer/s

the Railways shall deem such tender contract as cancelled unless the firm retains its character.

(b) If the bidder's Partnership is dissolved on account of death, retirement of any partners or for other reason what-so-ever before fully completing the whole work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly / severally and personally liable to complete the whole work to the satisfaction of the Railway. If any work is incomplete as a result thereof IROAF will have the right of getting the work completed at the risk and cost of the tenderer and claim such amount.

(c) The cancellation of any documents such as power of attorney, partnership deed etc., shall be communicated to the **Railway** in writing, failing which the **Railway** shall have no responsibility or liability for any action taken on the strength of the said documents.

5.0 GUIDELINES FOR PARTICIPATION OF JOINT VENTURE ENTITIES OR CONSORTIUMS IN WORKS TENDER.

5.1 Apart from the identity/names of the Joint Venture Partners a separate identity/name shall be given to the Joint Venture firm.

5.2 Number of partners in a JV firm shall not be more than three.

5.3 A partner of a JV firm shall not be permitted to participate either in individual capacity or as a Partner of another JV firm in the same tender.

5.4 The tender form shall be purchased and submitted only in the name of the JV firm and not in the name of any constituent Partner.

5.5 Normally EMD shall be submitted only in the name of the JV and not in the name of constituent Partners. However, in exceptional cases EMD in the name of lead partner can be accepted subject to submission of specific request letter from lead partner stating the reasons for not submitting the EMD in the name of JV and giving written confirmation from the JV partners to the effect that the EMD submitted by the lead partner may be deemed as EMD submitted by the JV firm.

5.6 One of the member of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV

Signature of the Tenderer/s

firm. 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 5%.

- 5.7 A copy of the Memorandum of Understanding (MOU) executed by the JV Partners shall be submitted by the JV firm along with the tender. The complete details of the Partners of the JV firm, their share and responsibility in the JV firm etc. Particularly with reference to financial technical and other obligations shall be specified in the MOU. (The structure of the MOU for this purpose shall be in compliance with the format approved by the Railways; The MOU shall be enclosed along with the tender).
- 5.8 Once the tender is submitted, the MOU shall not be modified/alterd/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 forfeited. In case of successful tenderer, the validity of this MOU shall be extended till the currency of the contract expires.
- 5.9 Approval for change of constitution of the JV entity shall be at the sole discretion of the **Railways**. The constitution of the JV entity shall not be allowed to be modified after submission of the tender bid by the JV entity except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. In any case the Lead Partner should continue to be the Lead Partner of the JV entity. Failure to observe this requirement would render the offer invalid.
- 5.10 Similarly, after the contract is awarded, the constitution of the JV entity shall not be allowed to be altered during the currency of the 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 a breach of contract with all consequential penal action as per the **contract** conditions.
- 5.11 IN the event of the Contract being awarded to a JV entity, a single Performance Guarantee shall be required to be submitted by the JV entity as per the tender conditions.

Signature of the Tenderer/s

5.12 On issue of LOA, an agreement between the Partners of the JV entity (to whom the work has been awarded) has to be executed and got registered before the concerned authorities, such as the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This agreement shall be submitted by the JV entity to the Railways before signing the contract agreement for the work. (This agreement format should invariably become part of the tender condition). 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 the partners of the JV and the JV entity. This joint venture agreement shall have, inter-alia, the following clauses:

5.12.1 Joint and several liability – The partners of the JV entity to which the contract is awarded, shall be jointly and severally liable to the **Railways** for execution of the project in accordance with General and Special conditions of the contract. The JV Partners 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.

5.12.2 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 statutory period for maintenance after the completion of the project.

5.12.3 Governing Laws – The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.

5.13 Authorized Partner – Joint Venture Partners shall authorize one of the Partner on behalf of the Joint Venture entity 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 do similar such act in respect of the said tender/contract. All notices /correspondences with respect to the contract would be sent only to this authorized Partners of the JV entity.

Signature of the Tenderer/s

5.14 No Partners of the Joint Venture entity shall have the right to assign or transfer the interest right or liability in the **contract** without the written consent of the other Partners and that of the **Railways** in respect of the said tender/contract.

5.15 Documents to be enclosed by the JV entity along with the tender:

5.15.1 In the case of one or more Partners of the JV entity is/are partnership firm(s), the following documents shall be submitted:

- (a) Notary certified copy of the Partnership Deed,
- (b) Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).
- (c) Power of Attorney (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV Agreement on behalf of the partners and create liability against the Partnership firm.

5.15.2 In the case of one or more Partners is/are Proprietary Concern or HUF, the following documents shall also be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his/her Concern is a Proprietary Concern and he is the sole proprietor of the Concern OR he is in the position of “KARTA” of Hindu Undivided Family and he has the authority, power and consent given by other family members to act on behalf of HUF.

5.15.3 In the case of one or more Partners is/are limited companies, the following documents shall be submitted:

- (a) Notary certified copy of the resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing the MD or one of the Directors or Managers of the Company to sign the MOU, JV Agreement, such other documents required to be signed on behalf of the Company and enter into any agreement creating liability against the company and/or do any other act on behalf of the company.
- (b) Copy of the Memorandum and Articles of Association of the Company.
- (c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act as mentioned in the para (a) above.

Signature of the Tenderer/s

- 5.15.4 All the Partners of the JV shall certify that they have not been 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 the bid either in their- individual capacity or the JV entity or partnership firm in which they were members/partners.

5.16 **Credentials & Qualifying Criteria**

Technical and financial eligibility of the JV firm shall be adjudged based on satisfactory fulfilment of the following criteria:

5.16.1 **Technical eligibility criteria:**

Either the JV firm or any one of the members 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 value of 35% of advertised tender value.

NOTE:

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

5.16.2 **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.

6.0 EARNEST MONEY:

- 6.1. The tender must be accompanied by a sum of **Rs. Twelve Lacs** as earnest money in the manner prescribed in para 6.3 failing which the tender shall be summarily rejected.

Signature of the Tenderer/s

- 6.2 The tenderer/s shall keep the offer open for a prescribed period of 180 days from the date of opening of the tender subject to the period being extended further, if required by mutual agreement from time to time. It is understood that tender documents have been sold / issued to the tenderer/s and the tenderer/s is / are being permitted to tender in consideration of stipulation on his / their part that after submitting his / their tender he / they will not resile from his / their offer or modify the terms and conditions thereof in a manner not acceptable to IROAF. Should the tenderer/s fail to observe or comply with the foregoing stipulation the amount deposited as security against due performance of the stipulation and to keep the offer open for the specified period shall be forfeited by to the **Railways**. If the tender is accepted, the amount of the earnest money will be held as initial security deposit for due and faithful fulfilment of the **Contract**. The Earnest money of unsuccessful tenders will save as herein before provided, be returned to the unsuccessful tenderers within reasonable time the, **Railways** shall not be responsible for any loss or depreciation in value of the security for the due performance of stipulation and to keep the offer open for a period stipulated in the tender documents or to the earnest money. While in the possession of the **Railways** nor will be liable to pay interest thereon.
- 6.3 The earnest money of requisite amount referred to in para 6.1 above is required to be deposited as per para 4 of first sheet of tender form.
- (a) Deposit receipts, pay order and demand drafts, of the State Bank of India, or any of the nationalized banks or any of the schedule commercial bank, must have an endorsement from the authority issuing such FDR / pay Order / DD that 'received from M/s / Shri -----
----- and pledged in favour of FA&CAO/Northern Railway/Delhi.
 - (b) The official cash receipt mentioning the entity/individual who has deposited the cash or the deposit receipt mentioned in 6.3 (a) above etc., as the case may be, must be attached with the tender, failing which, the tender will be rejected.
 - (c) Deposit receipts, pay orders & demand drafts. These forms of earnest money could be either of the State Bank of India or of any of the Nationalized Banks. No

Signature of the Tenderer/s

confirmatory advice from Reserve Bank of India will be necessary.

NOTE:-

1. No interest shall be payable on the earnest money.
2. Earnest money in the form of Guarantee Bonds shall not be accepted.

7.0 INCOME TAX CLEARANCE CERTIFICATE

- 7.1 The tenderer/s shall produce along with his/their tender the latest valid Income Tax Clearance Certificate in the original or any attested copy thereof or a current sworn affidavit duly countersigned by the Income Tax Officer to the effect that he / they has / have no taxable income.
- 7.2 Income tax shall be deducted at source as per the prevailing rate and as per rules applicable during the period of the contract.

8.0 ACCEPTANCE OF TENDER:

- 8.1 **‘IF THE TENDERER/S DELIBERATELY GIVES A WRONG INFORMATION / WHOSE CREDENTIALS / DOCUMENTS IN HIS / THEIR TENDERS AND THEREBY CREATE(S) CIRCUMSTANCES FOR ACCEPTANCE OF HIS / THEIR TENDER. RAILWAYS RESERVES THE RIGHT TO REJECT SUCH TENDER AT ANY STAGE, BESIDES, SHALL SUSPEND THE TENDER FROM DOING BUSINESS WITH THE RAILWAYS FOR ONE YEAR.’**
- 8.2 The authority for acceptance of tender rests with the competent authority of the Ministry of Railways, who does not 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.
- 8.3 The successful tenderer/s shall be required to execute an agreement with the President of India acting through the

Signature of the Tenderer/s

CME/CNG, IROAF, 12th Floor, Core 1, Scope Minar, Laxmi Nagar, Delhi for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the Railways.

- 8.4 The bidders operation and proceedings of the bidders in connection with the **works** shall at all times be conducted during the continuance of the contract in accordance with the laws, ordinance, rules and regulations of the **Railways** for the time being in force and the bidder shall further observe and comply with the bye-laws and regulations of the Govt. of India, State Govt. and of the Municipal and other authorities having jurisdiction in connection with the **works** or site over operations such as being carried out by the bidder/s and shall abide by the conditions stipulated in such bye-laws and regulations. The regulations vis-a-vis the medical cover for workmen in force for the time being, shall also be complied with by the bidder/s and his/its workmen.
- 8.5 The tenderer shall be responsible for the observance of the rules and regulations under mines act and mineral rules and Indian Metallurgical rules and regulations of State/Central Govt. concerned as amended from time to time.
- 8.6 Whereas, the Railways are entitled to negotiates for reduction of rates the tenderer/s are not entitled to enhance the rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer; and rates originally quoted will be binding on the tenderer/s.
- 8.7 The tenderer/s shall submit an analysis of rates if called upon to do so.
- 8.8 Non-compliance with any of the conditions set forth herein above is liable to result in the tender being rejected.
- 8.9 **Variation in Quantities:-**

The tender /bidder will be bound to execute the additional quantities to the extent of (+50%) of the agreement value on the following terms and conditions.

Signature of the Tenderer/s

- a. If agreement value goes beyond (+) 25%, that case, for the first 15% increase in the value of the agreement,
- b. the rates shall be reduced by 2% in the incremental value.
- c. The rate shall be further reduced by 2% for the incremental value of agreement, for the next 10% increase in the value of the agreement beyond 15% as in (a) above.
- d. In the case agreement value goes beyond (+) 50%, the rates for incremental value shall be decided mutually.

8.9.1 “The tenderer/contractor will be bound to execute the following quantities as per the original agreement rate.”

- (a) Individual NS items in the contract shall be operated with variation of plus or minus 25% of the agreement quantity and payment would be made as per agreement rate.

8.9.2 In case there is an increase in quantities of individual items by more than

- (a) 25% of original agreement quantity for major value items, each of which is more than 1% of the total original agreement value.
- (b) 100% of the original agreement quantity for minor value items each of which is 1% of the total original agreement value,

The general condition of the contract and the codal provisions will be followed.

Note:- In case non schedule items, the limit of 25% mentioned in 8.9.2 (a) about and 100% as mentioned in 8.8.2 (b) above would apply on quantity individual items irrespective of the manner of quoting and rate (single percentage or individual item rate)

8.9.3 In case there is an increase in value of SOR schedule as a whole (and not on individual SOR items) by more than 25% of the original agreement value of SOR as whole, with general conditions of the contract and the codal provisions will be followed.

8.10 “A corrigendum shall be issued in case the increase in quantity in one or more items result an extra expenditure in excess of 10% of the value of the contract or Rs.50,000/- whichever is less. For the

Signature of the Tenderer/s

purpose of assessing the increase in the quantity and the increase in the value of the contract only such of the items in which there is any increase shall be taken into account and the saving in others items ignored.”.

9.0 SECURITY DEPOSIT ON ACCEPTANCE OF TENDER

9.1 The security deposit/rate of recovery/mode of recovery on acceptance of tender shall be as under

- (a) The security deposit for each work will be 5% of the contract value.
- (b) The rate of recovery will be at the rate of 10% of the bill amount till the full security deposit is recovered.
- (c) The security deposit will be recovered only from the running bill of the contract and no other mode of collecting security deposit such as security deposit in the form of instruments like BG, FD etc. shall be accepted towards security deposit unless forfeited whenever the contract is rescinded. The security deposit is forfeited in whole or in part according to the terms and conditions shall be released to the contractor only after the expiry of maintenance period and after passing final bill based on ‘no claim certificate’. Thus before releasing the SD, an unconditional and unequivocal no claim certificate from the contractor concerned should be obtained. The competent authority should issue the certificate regarding the expiry of the maintenance period and passing of the final bill. Based on ‘no claim certificate’. The competent authority shall normally be the authority who is competent to sign this contract. If the competent authorities of the rank lower than JA, then a JA grade officers (concerned with the work).

Note:-

- (i) After the work is physically completed, security deposit recovered from the running bills of a contractor can be returned to him if he so desires, in lieu of FDR/irrevocable Bank Guarantee for equivalent amount to be submitted by him.
- (ii) In case of the contract of value Rs.50 crore and above, irrevocable BG can also be accepted as a mode of obtaining security deposit.

9.2 Performance Guarantee

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(a) Acceptance of the tender, the successful bidder may give Performance Guarantee amounting to 5% of the contract value in any of the following forms:-

- (1) A deposit of cash,
- (2) Irrevocable Bank guarantee,
- (3) Government securities including State bonds at percent below the market value,
- (4) Deposit Receipts, Pay Orders, Demand Draft and Guarantee Bonds. These forms of performance guarantee could be either of the state Bank of India or any of the Nationalized Bank,
- (5) Guarantee bonds executed or deposits Receipts tendered by all scheduled banks,
- (6) A deposit in the post office saving bank,
- (7) A deposit in the National Saving Bank,
- (8) Twelve years National Defence Certificates,
- (9) Ten year Defence Deposit,
- (10) National Defence Bonds, and
- (11) Unit trust certificates at 5% below market value or at the face value whichever is less.
- (12) FDR

All the instruments mentioned in (3) to (12) above should be in favour of FA&CAO/IROAF.

(b) (i) A Performance Guarantee shall be submitted by the successful bidder after the letter of acceptance has been issued, but before signing of the agreement as per Performa prescribed by Railway Board. The agreement should normally be signed within 15 (fifteen) days after the issue of LOA and the performance guarantee shall also be submitted within the time limit. The guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time are completion of work gets extended, the contractor shall get the validity of the performance guarantee extended to cover such extended time for completion of work plus 60 days.

(ii) If railway PSUs are awarded contracts through competitive bidding (open tender, Special Limited tender etc.) the normal rule regarding submission of Performance Guarantee as applicable to other tenderer/s shall be applicable to these PSUs.

(iii) Whenever the railway PSUs are awarded works contracts by Railways, on single tender basis, they are exempted from the requirement of submitting Performance Guarantee.

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(iv) However, in the event of failure of the railway PSU to successfully execute the contract as per terms & conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.

(c) The Performance Guarantee (PG)_ shall be released after the physical completion of the work based on the “completion certificate” issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily. The certificate, inter alia, should mentioned that the work has been completed in all respects and that all the contractual obligations have been fulfilled by the contractor and that there is no due from the contractor to railways against the contract concerned. The competent authority shall normally be the authority who is competent to sign this contracts. If the competent authority is of the rank lower than JA grade, then a JA Grade Officer (Concerned with the work) should issue the certificate.

(d) Whenever the contract is rescinded, the security deposit shall be forfeited and the Performance Guarantee shall be encashed and the balance work shall be got done independently without risk and cost of the failed contractor. The failed contractor shall be debarred from participating the tender for executing the balance work. If the failed contractor is a JV or a Partnership Firm then every member/ partner of such a firm shall be debarred from participating in the tender for the balance work either in his/her individual capacity or as a partner of any other JV/Partnership Firm.

(e) IROAF shall not make a claim under the Performance Guarantee except from amount to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of as given below:-

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

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

(iii) The contract being determined or rescinded under provision of the GCC the Performance Guarantee shall be forfeited in full and shall be absolutely at the disposal of the President of India.

9.3 Exemption of Earnest Money & Security Deposit:

Public Sector Undertakings wholly owned by Railways like RITES, IRCON, Konkan Railway Corporation Limited, CRIS, Rail-Tel Corporation etc. are exempted from depositing Earnest Money & Security Deposit.

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9.4 Whenever the Railways PSUs are awarded works contracts by Railways, on single tender basis, they are exempted from the requirements of submitting Performance Guarantee.

However, in the event of failure of the Railway PSU to successfully execute the contract as per terms and conditions laid down in the agreement, a penalty equivalent to 5% of the original value of contract would be levied.

If Railway PSUs are awarded contract through competitive bidding (open tender, special limited tender etc.) the normal rules regarding submission performance Bank Guarantee as applicable to other tenderer/s shall be applicable to these PSUs.

10.0 INTERPRETATION OF CONTRACT:

In the event of any conflict/ commonality between **Special Conditions of Contract (Part I) and General Conditions of Contract (Part III)** stipulations given in the Special Conditions of Contract as given in **Part-I** shall prevail.

11.0 STUDY OF DRAWINGS AND GROUND REALITIES

The tenderer/s is / are advised to visit the site of **work** as given in **Annexure _____ of Part II** of the tender document and investigate actual conditions, difficulties involved due to inadequate space, due to built up area around the site, availability of materials, water and labour, probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the drawings. The extent of load and lift involved in the execution of **works** and any other difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.

- 11.1 During execution of the work, contractors shall ensure that all safety precautions are taken by their man to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band; rope ladders emergency light etc. are available at site before the work is actually started. The above list is only indicating and is not exhaustive and safety items will be arranged as per the requirement. Railway reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this

Signature of the Tenderer/s

regard. Decision of the IROAF representative will be final and binding upon the contractor. The cost of all the safety gear is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

In view of the above, it will be the responsibility of the contractor to ensure safe and accident free working at the site. In the event of any unfortunate untoward incident/accident the contractor will be responsible.

12.0 (a) PERIOD OF COMPLETION:

- 12.1 The entire work is required to be completed in all respects within twelve months from the date of issue of the acceptance letter. Time is the essence of the contract. The bidder/s will be required to maintain speedy and steady progress to the satisfactions of IROAF to ensure that the work will be completed in all respects within the stipulated period failing which action may be taken by the Railway Administration in terms of the General Conditions of Contract (Part-III).

The bidder/s shall arrange to execute the different items of works in close consultation with and as per directions of the IROAF.

- 12.2 The bidder/s will be required to give Chief Mechanical Engineer/CNG/IROAF progress report of the work done every fifteen days. He will also give to the Chief Mechanical Engineer/CNG/IROAF the program of work to be done in the next fifteen days on the tenth day of the preceding period. The programme will be subject to alteration or modification at the direction of the Chief Mechanical Engineer/CNG/IROAF, who may discuss such modifications or alterations with the bidder as considered necessary. Approval of any program shall not in any way relieve the bidder from any of the obligations to complete the entire work within the prescribed time or extended time, if any.

12.0 (b) Rates for payment

- 12.0.1 The rates given in the attached schedule of rates tendered by the contractor and as accepted by the Railways will form the basis of payment for such items under this contract.

Signature of the Tenderer/s

- 12.0.2 No material price variation or wages escalation on any account whatsoever the compensation for Force majeure etc. shall be payable under the contract except payable as per price escalation clause if any, provided separately in the tender documents.
- 12.0.3 The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the contractor may be called upon to do by Railway Administration shall be fixed by the supplementary written agreement between the contractor and the IROAF before the particular item or items of work is/are executed. In the event of such agreement not being entered into and executed the IROAF may execute these works by making alternative arrangements. IROAF will not be responsible for any loss or damages on this account.
- 12.0.4 The contractor shall work in close co-operation with the contractor/departmental staff working in the adjacent sections of Railway.
- 12.0.5 It should be specifically noted by the tenderer/s that no separate loading, unloading and leading charges for materials (which are supplied by the Railway) shall be paid for by the Railways and the rates quoted by the tenderer/s shall be inclusive of all these charges.
- 12.0.6 Should there arise any items which may be necessary for the completion of work but which does not appear in the Schedule of items, rates and Quantities attached with tenders, items rate will be fixed by analysis of actual inputs of all types including labour and material and full justification of costing to be given by the contractor. The rates for such items occurring during the course of CNG conversion shall be payable subject to the approval of the competent authority. No items of work no such items of work will be carried out unless ordered to do by the IROAF.
- 12.0.7 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.

13.0 PAYMENT TERMS

- 13.1 Payment of 80 % of the value of the material supplied as per the schedule of material given in the offer and as per the rates accepted in the tender will be made on supply of material.

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- 13.2 20% balance payment of the value of the supplied material will be done after successful commissioning i.e. after satisfactory field trials of 2000 kms.
- 13.3 100% labour payment will be done after successful commissioning i.e. after satisfactory field trial of 2000 kms.
- 13.4 All payment in respect of the contract during the currency of the contract shall be made through electronic Clearing system (ECS)/Electronic Funds Transfer (EFT). The successful tenderer on award of contract must submit ECS/EFT details. However, if the facility of ECS/EFT is not available at a particular location the payment shall be made by Cheque. In such case the successful tenderer on award of contract will have to furnish contractor's Bank Account Number and Name of the Bank against which all payments in respect of the contract during the currency of contract shall be made

14.0 EMERGENCY WORK:

In the event of any accident or failure adversely affecting the completion or maintenance of the work which in the opinion of the Authorized Railway Official requires immediate attention, the Railway may be with its own workmen or other agency execute the necessary work or carry out repairs if the Authorized Railway Official considers that the bidder is not in a Position to do so in time and charge the cost thereof to the contractor and such cost will be determined by the CME/CNG, IROAF.

- 14.1 Tenderer is required to submit the list of equipment, machinery, tools and plants available/deployed by them. The successful tenderer on receipt of acceptance letter and conveying their consent, shall submit name, addresses, telephone nos. Fax no./e-mail address of the persons to be contacted for requisition the above items notify from time to time if any change in the list of equipment/machinery or the addresses/individuals to the IROAF in writing.
- 14.2 In terms of the clause No. 2.3.2 (A) (iv) tenderer is required to submit the list of equipment, machinery, construction tools and plants available/deployed at site. The successful tenderer on receipt of acceptance letter and conveying their consent, shall submit name, addresses, telephone nos. fax nos./E-mail address of the persons to be contacted for requisition the above items as detailed in foregoing clause 15.2 and notify from time to time if any change in the list of equipment/machinery or the addresses/individuals to the Engineer in-

Signature of the Tenderer/s

charge in writing. The name and address, telephone nos and the contractor officials name shall also be displayed at the site of work.

15.0 NIGHT WORK

If the Authorized Railway Official is satisfied that the work is not likely to be completed in time except by resorting to night work, he may order the same without confirming any right on the bidder for claiming any extra payment for the same.

16.0 DISPOSAL OF SURPLUS OR EXCAVATED MATERIALS

- 16.1 The bidder shall at all times keep the site free from all surplus materials, and all rubbish which might accumulate from the works and should dispose of the surplus materials as ordered by the Authorized Railway Official failing which, it will be done at the cost of the bidder and the cost incurred will be deducted from his dues.
- 16.2 The bidder shall within 15 days of completion of the entire work, remove all unused and surplus materials tools and plants, staging and refuge or other debris left over by his operations and shall leave the site in a clean and tidy conditions.

17.0 SALES TAX/TURN OVER TAX/LOCAL TAX ETC.

Sales Tax including turn over tax on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt. /State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/material or any other account will be paid by the Railways. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt. or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.

18. DEVIATION STATEMENT

The tenderer must submit the parawise deviation statement for this part-I. Even, if, there is no deviation statement the parawise compliance should be confirmed by the tenderer.

CME/CNG, IROAF
12th Floor, Core-I, Scope Minar,
Laxmi Nagar, Delhi-110 092
For & on behalf of the President of India
Signature of the Tenderer/s

ANNEXURE-A

To,

**Chief Mechanical Engineer,
CNG,
IROAF,
12th Floor, Core 1,
Scope Minar,
Laxmi Nagar,
Delhi**

Sub: Earnest Money.

I/We the bidders participating in this works Tender have already deposited
Rs_____ earnest money vide receipt
No_____ dated_____ to cover for
tendering of Work of Conversion of 40 DPCs to Dual Fuel mode.

I/We agree that the aforesaid amount deposited as earnest money by me/us
shall be available for forfeiture if I/we fail to keep the offer open for the period
specified therein.

-Sd-
(Authorized signatory of the firm with stamp)

Signature of the Tenderer/s

ANNEXURE-B-I

CONSTITUTION OF THE ENTITY

| | | |
|----|---|--|
| 1. | Full name of bidder/s constitution of the entity and year of establishment | |
| 2. | Registered Head Office and address | |
| 3. | Branch offices in India | |
| 4. | Address to which correspondence regarding this tender should be made | |
| 5. | Constitution of the entity: Give full details including name of partners, share holders, Directors, executives and power of attorney holders etc. | |
| 6. | Particulars of registration with Govt/Semi Govt. Organizations PSUs and local bodies | |

Signature of the Tenderer/s

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT EXECUTED _____ ON THIS _____ DAY of _____ between M/s _____ Registered Office at _____ as the first party, M/s _____ Registered Office at _____ as the second party, M/s _____ Registered Office at _____ as the third party and M/s _____ registered office at _____ as fourth party represented through their constituted attorneys Shri _____, (The expression and words of the first, second, third and fourth parties shall mean and include their heirs, successors, assigns, nominees' executors, administrators and legal representatives respectively).

WHEREAS all the parties are engaged mainly in the business of execution of Engineering and General Contracts for various Government Departments and organizations:-

WHEREAS the parties herein above mentioned are desirous of entering into a Joint Venture for carrying out Engineering and/or contract works, in connection with Conversion of DMC into Dual Fuel Engine and other works mentioned in Tender Notice No.IROAF/CNG/P-I/09 dated _____ of Indian Railway Organization for Alternate Fuels, as mutually decided between the parties to this Joint Venture.

Whereas all the parties are desirous of recording the terms and conditions of this Joint Venture to avoid future disputes.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

That as per the terms and conditions of this Joint Venture agreement the work will be done jointly by the First Party, Second Party, Third Party and Fourth Party in the name and style of M/s _____ (Joint Venture) M/s _____, M/s _____, M/s _____ and M/s _____).

That all the parties shall be legally liable, severally and or jointly responsible for the satisfactory/successful execution/completion of the work in all respects and in accordance with the terms and conditions of the contract.

That the role of each constituent of the said Joint Venture in details shall be as under: -

The First Party shall be responsible for _____

Signature of the Tenderer/s

The Second Party shall be responsible for _____

The Third Party shall be responsible for _____

The Fourth Party shall be responsible for _____

The share of profit and loss of each constituent of the aid Joint Venture shall be as under: -

That all the parties of this Joint Venture shall depute their experienced staff as committed by them commensurate with their role and responsibility and as required for the successful completion of **works** in close consultation with each other.

That the investment required for the works under this Joint Venture shall be brought in by the parties as agreed to between them from time to time.

That all the Bank Guarantees shall be furnished jointly by all the parties in the name of Joint Venture.

That the party number _____ to this Joint Venture shall be the prime (lead) contractor and will be responsible for timely completion of work and to coordinate with the Railways to receive payments and also to make all correspondence on behalf of this consortium/Joint Venture.

That all the above noted parties i.e. _____ not to make any change in the agreement without prior consent of the Railway.

NOW THE PARTIES HAVE JOINED HANDS TO FORM THIS JOINT VENTURE ON THIS _____ DAY OF _____ TWO THOUSAND FIVE WITH REFERENCE TO AND IN CONFIRMATION OF THEIR DISCUSSIONS AND UNDERSTANDING BROUGHT ON RECORD ON _____.

IN WITNESS THEREOF ALL/BOTH THE ABOVE NAMED PARTIES HAVE SET THEIR RESPECTIVE HANDS ON THIS JOINT VENTURE AGREEMENT ON THE DAY, MONTH AND YEAR ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING WITNESS.

FIRST PARTY SECOND PARTY THIRD PARTY FOURTH PARTY

Signature of the Tenderer/s

WITNESSES:

1.

2.

Signature of Contractor/s

Signature of the Tenderer/s

ANNEXURE-C

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

| S.No. | Name & Design. | Qualification | Professional Experience | Orgn. With whom worked |
|-------|----------------|---------------|-------------------------|------------------------|
|-------|----------------|---------------|-------------------------|------------------------|

Signature of the Tenderer/s

ANNEXURE-D

Statement of works executed/completed by the bidder/s

| S.No. | Name and place of work | Authority / Agency for which work was carried out | Date of award and agt. No.& date | Date of completion (Original/actual) | Agreement cost / completion cost | Principal Technical features work in brief. |
|--------------|-------------------------------|--|---|---|---|--|
| 1. | 2. | 3. | 4. | 5. | 6. | 7 |

Signature of the Tenderer/s

**Statement indicating details of equipment
employed and quality control measures**

Signature of Contractor/s

Signature of Contractor/s

*** Part-II & Part-III remains unchanged**

Signature of the Tenderer/s