



Notice Inviting Expression of Interest

No. M.16B.Chg.Comp.OBHS.Empanelment.2026

Date: 04/04/2026

EOI Publishing Date: **04th April 2026**

Pre-Bid meeting: **13th April 2026 12.00 Hours**

Pre-Bid Venue: **Office of Principal Chief Mechanical Engineer, Second Floor, Annex Building
Central Railway Headquarter, CSMT, Mumbai-400 001**

Bid Submission Starts: **20th April 2026**

Deadline for submission of bid: **05th May 2026 15.00 Hours**

Date & Time of opening of bids: **05th May 2026 15.30Hours.**

**EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF SERVICE PROVIDERS TO PROVIDE
“COMPREHENSIVE OBHS SERVICES IN TRAINS OF CENTRAL RAILWAY”.**

1. Central Railway (CR) is the leading passenger carrying railwaysystem. It carries more than 4 lakh passengers every day to each corner of the country through Mail/Express/Passenger trains. CR has passenger focused initiatives such as Upgraded coaches and improved cleanliness through onboard housekeeping having major emphasis on safety, punctuality, and passenger satisfaction.
2. Central Railway hereby invites Expression of Interest (EOI) from suitably experienced service providers to provide Comprehensive OBHS Services in Trains of Central Railway.

3. Disclaimer

- a. This is **NOT** an invitation of tender.
- b. Nothing in this EOI invite shall be construed as a commitment on the part of Central Railways/Indian Railways towards any financial liability.
- c. CR does not guarantee any further proceedings beyond the EOI; this invitation for EOI is neither an agreement nor an offer for award of work.

4. Definitions:-

4.1 Employer: Central Railways

4.2 Respondents/ Interested firms:

- a. Indian Firm/Company/Joint Venture.
- b. For Joint Venture/Consortium, eligibility criteria are to be complied as mentioned in eligibility criteria.

5. Guidelines for Participation of Joint Venture (JV) in Empanelment -

The participation of JV shall be governed by Railway Board's letter No. 2002/CE-I/CT/37 JV Pt.VIII dated 14/12/12. The guideline for participation of JV in empanelment is attached as Annexure 3.

6. Scope of Work-

The scope of work under on-board services is as follows:

- I. Complete on-board cleaning of all coaches (including general coaches) including vestibules, flooring, washbasins and fittings
- II. Cleaning Hours
 - a. The cleaning hours timing normally are between 0600 hrs to 22 hrs, however based on specific need cleaning may be required at other time also. In such cases the supervisor of the service provider shall ensure cleaning/attention requirement.
 - b. Toilet cleaning (every hour during 06:00-09:00; 20:00-22:00 & every 2 hours during other hours), replenishment of consumables as per SOP.
- III. Garbage collection, clearing of dustbins, providing garbage bag after each clearing of dustbins, safe storage and disposal at notified locations/stations. All garbage/waste generated in coaches should be cleared and collected before reaching terminal station.
- IV. Supervisors shall be skilled manpower who will be overall in charge of all on board services on the train as per agreement.
- V. In addition to supervision, the service provider shall also attend/get attended petty repairs (e.g. plumbing, mechanical repairs etc. identified by Zonal Railways), check water availability and coordinate with upcoming watering points for watering.
- VI. Supervisors should be skilled enough to check basic status and operational requirements of safety equipment (e.g., FSDS, fire extinguishers etc) and report deficiencies in non-AC coaches.
- VII. Linen distribution service in AC coaches, including linen handling and collection will be done by coach attendant. Coach Attendant in AC coaches shall also do the role of supervisor of coach/coaches nominated to him.
- VIII. Supervisors shall identify petty coach-level issues such as minor fittings, latches, minor adjustments, etc. and communicate for corrective action.
- IX. Supervisors shall Check basic status/availability of safety equipment (e.g., FSDS, fire extinguishers, CCTV) and reporting deficiencies.
- X. Supervisors shall act as basic first-response support and troubleshooting; and should report defects not rectifiable enroute to the control so that such deficiencies can get attended at the nearest station/identified technical staff.
- XI. Every staff deployed for on-board services should be adequately trained and certified.
- XII. It is expected that on-board staff will attend cleaning activities of general coaches if they are vestibuled access and in case of vestibuled access is not available the on-board staff should get access at stoppage stations via platform to the extent possible.

7. Essential qualifications/requirement of on-board personnel

In order to ensure that the scope of work under on-board service agreement is fulfilled, the following requirements are elaborated below: -

- i) AC Coaches: Coach Attendant in AC coaches shall also do the role of supervisor of coach/coaches nominated to him. He should have minimum qualification of 12th Pass with semi -skilled category having training in petty repairs of coaches.
- ii) Non-AC Coaches: The on-board housekeeping supervisors (other than coach attendant as in Para 7(i)) should be suitably trained and must possess minimum qualification of 12th Pass with ITI.
- iii) On-board housekeeping staff shall have adequate housekeeping training and knowledge of petty repair related to passenger amenity fittings

8. Manpower planning of service provider

- 8.1. All staff shall undergo structured training before deployment and periodic refresher training thereafter. Service providers shall inform about the training curriculum and periodicity of training provided by them.
- 8.2. Training shall cover:
 - a. Cleaning standards and use of specialized materials and equipment.

- b. Hygiene, waste handling and safety protocols.
 - c. Courteous behaviour and passenger interaction.
 - d. Basic first aid and emergency response.
 - e. Minor repairs and troubleshooting for common issues in coaches.
- 8.3. Multi-tasking and cross-skilling of staff shall be encouraged to improve responsiveness.
 - 8.4. All staff deployed shall have mandatory police verification clearance prior to deployment.
 - 8.5. All staff to be given identity cards in format prescribed by Board.
 - 8.6. Railway Administration shall prescribe a common uniform for all staff, for easy identification and discipline.
 - 8.7. Service providers shall ensure adequate manpower planning, including decisions on team deployment patterns for long-distance routes (e.g. Delhi-Chennai).

9. Technology and Monitoring

- 9.1. Online App based monitoring system shall be mandatory. Service providers shall provide necessary access to designated Railway staffs for overall supervision and coordination.
- 9.2. Evidence based monitoring through geo-tagged and time-stamped,before-and-after cleaning photographs uploaded through the app.
- 9.3. Service providers shall develop AI-based tools to assess the adequacyof cleaning based on photographs and predefined benchmarks.
- 9.4. Each staff member shall be registered with a verified mobile number,enabling tracking, task assignment and communication.
- 9.5. Service providers shall set-up their control rooms to monitor performanceand send instructions/messages to on board teams in real time.
- 9.6. Service providers shall take cleanliness and service rating from passengers and railway staff through a star-rating mechanism.

10. Eligibility Criteria-

Compulsory requirement for empanelment of the firms

SN	Eligibility Criteria	Documents to be submitted for evaluation
1.	PAN GSTIN (Registration form) Solvency Certificate issued by Revenue Department or any nationalised/ Scheduled commercial Bank Duly notarized non black-listing Certificate (in any govt. establishment) as on EOI publishing date. Following Valid Certificates for housekeeping / facility management services: a. ISO 41001:2018 b. SA 8000:2014 c. ISO 9001:2015 (along with audit report of last FY 2024-25) d. ISO 14001:2015 (along with audit report of last FY 2024-25) e. ISO 45001:2018(along with audit report of last FY2024-25) An affidavit after the EOI publishing date towards deposition of EPF, ESI and GST in respect of workers engaged by the agency Power of attorney duly notarized - as required. In case of JV/Consortium, POA by each member in their authorized signatory. Copy of Partnership Deed / Memorandum of Association / Articles of Association / Affidavit in case of Sole Proprietorship firm	As mentioned under Eligibility Criteria
2	<u>Capability of handling high value housekeeping contracts:</u> <u>In the areas mentioned in item 3 below</u>	<ul style="list-style-type: none"> The work order of project/s previously completed satisfying the requirements in this section Proof of the annual value of the contract (duly

	<p><u>during last three financial years</u></p> <p>a) One client for a value of more than Rs 20 crore per year OR</p> <p>b) Two clients for a value of more than Rs 10 crores per year per client.</p> <p>c) Three clients for a value of more than Rs 8 crores per year per client.</p> <p>d) Four clients for a value of more than Rs 5 crores per year per client.</p>	<p>certified by a Chartered Accountant)</p> <ul style="list-style-type: none"> Completion certificate/continuation certificate from client firm certifying annual value of contract and satisfactory completion/continuation of Work done. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement/status of ongoing work, actual date of completion and satisfactory completion of work. In case of a composite contract, the value of similar work done will be restricted to housekeeping and mechanized cleaning Client certificate for works in large corporate offices and important govt. buildings must also mention average occupation of building during working hours. <i>The eligibility for the work as stipulated under Item Nos. 2 and 3 of the Eligibility Criteria may be satisfied either by the Joint Venture (JV) in its own name and style or by any of its constituent member(s).</i> <i>However, in case the eligibility is being claimed based on the experience of an individual JV member, the value of completed work executed by such member as part of any previous Joint Venture or firm shall be considered only to the extent of that member's proportionate share in the said JV/firm. Such proportionate value shall alone be reckoned for the purpose of assessing compliance with the stipulated technical eligibility criteria in the tender under consideration.</i>
3	<p><u>Diversity of Sectors serviced:</u></p> <p>The bidder must have minimum three (3) years' experience during the last seven (7) years in providing Mechanized Housekeeping/Facility Management services in any or all of the following sectors: -</p> <ul style="list-style-type: none"> Passenger Terminals of Airports (Domestic or International) excluding Regional Airports Hotels, Resorts and Hospitality chains (Min. 4-Star and above rated by Hotel & Restaurant Approval & Classification Committee) Multi-specialty Hospital having minimum 300 beds, offering multiple clinical specialties under one administrative system, and holding valid NABH accreditation or equivalent national/international accreditation. Large corporate offices (minimum built-up area of 10,000 Sq.m. (combined, if many campuses are there) or offices with minimum occupation of 1000 staffs) Important govt. buildings housing Constitutional Authorities, Ministries/Departments, Secretariat offices, Apex Judicial Institutions, Education Institutions, statutory/regulatory bodies, and operating under controlled security access with regular public interface with minimum occupation of 2000 staffs. 	
4	<p><u>Training systems</u></p> <ul style="list-style-type: none"> The bidder should be able to demonstrate Structured Training Program for its on-rollemployees (in-house or through outside agency). The bidder should provide evidence of Dedicated training centres or tie-ups for induction and refresher training 	<ol style="list-style-type: none"> Documented training curriculum covering: <ol style="list-style-type: none"> Mechanized cleaning techniques Hygiene & waste handling SOPs Passenger etiquette Basic first aid & emergency response Minor repairs and troubleshooting Training calendar for last 2 years. Details of in-house training centres or documents/MoU for tie-ups with outside agencies
5	<p><u>Digital monitoring capability</u></p> <p>The bidder should have an app or portal based Digital Monitoring System and MIS generation system</p>	<ul style="list-style-type: none"> Demonstration document / brochure of monitoring app. Screenshots of: <ol style="list-style-type: none"> Geo-tagged photos Dashboard view Task tracking interface Screenshots of MIS reports. Client references where app is deployed.
6	<p><u>Turn over</u></p> <p>The bidder must have an average annual turnover of at least Rs. 50 crores for the last three consecutive financial years as on 31.03.2025 (FY 2022-23, 2023-24 & 2024-25).</p>	<p>As per audited balance sheet certified by a Chartered Accountant</p> <p><i>The JV shall satisfy the requirement of Turnover. The 'turnover of the lead partner of JV shall not be less than 51% of the turnover criteria mentioned. The 'turnover' of each of the other partners (excluding lead partner) shall not be less than 10% of the</i></p>

		<p>turnover criteria mentioned.</p> <p>The arithmetic sum of individual "Turnover" of all the members shall be taken as JV's "Turnover" to satisfy this requirement.</p> <p>Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying compliance of the above mentioned Turnover criteria in the Empanelment under consideration.</p>
7	<u>Profitability</u> The bidder must be a profit-making organization in the last three consecutive financial years as on 31.03.25 (FY 2022-23, 2023-24 & 2024-25).	Chartered Accountant audited Profit & Loss statement. For JV, all the members should satisfy this criteria.
8	<u>Employee Strength</u> The bidder must have a employee strength of atleast 1000 people (on its own Pay Roll).	<p>EPF Challan / ECR copy/CS certificate in support of available manpower for the preceding 12 months, showing monthly average of atleast 1000 people (on its own Pay Roll), preceding the date of opening of Bid should be submitted in support of their qualification.</p> <p>Size of workforce of all members of JV shall be combined & considered.</p>

11. Evaluation of Bid

Scoring Parameters for empanelment of Firms (Maximum Points: 100)

SN	Eligibility Criteria	Documents to be submitted for evaluation	Parameter/Marks*
1	The bidder must have minimum three (3) years' experience during the last seven (7) years in providing Mechanized Housekeeping/ Facility Management services in any or all of the following sectors: -	<ul style="list-style-type: none"> The work order of project/s previously completed satisfying the requirements in this section Proof of the annual value of the contract (duly certified by a Chartered Accountant) Completion certificate/continuation certificate from client firm certifying annual value of contract and satisfactory completion/ continuation of Work done. Client certificate for experience should show the nature of work done, the value of work, date of start, date of completion as per agreement/ status of ongoing work, actual date of completion and satisfactory completion of work. In case of a composite contract, the value of similar work done will be restricted to housekeeping and mechanized cleaning Client certificate for works in large corporate offices and important govt. 	Firms with extensive work experience in diverse sectors shall earn more points (Maximum Points: 20)
	<ul style="list-style-type: none"> Passenger Terminals of Airports (Domestic or International) excluding Regional Airports 		5 points
	<ul style="list-style-type: none"> Hotels, Resorts and Hospitality chains (Min. 4- Star and above rated by Hotel & Restaurant Approval & Classification Committee) 		5 points
	<ul style="list-style-type: none"> Multi-specialty Hospital having minimum 300 beds, offering multiple clinical specialties under one administrative system, and holding valid NABH accreditation or equivalent national/international accreditation. 		5 points
	<ul style="list-style-type: none"> Large corporate offices (minimum built-up area of 10,000 Sq.m. (combined, if many campuses are there) or offices with minimum occupation of 1000 staffs) 		3 points
	<ul style="list-style-type: none"> Important govt. buildings housing Constitutional Authorities, Ministries/Departments, Secretariat offices, Apex Judicial Institutions, Education Institutions, statutory/regulatory bodies, and 		2 points

	operating under controlled security access with regular public interface with minimum occupation of 2000 staffs.	buildings must also mention average occupation of building during working hours.	
	*Illustrative example: Firm-1 with work experience of 10 airports shall get 5 points for experience of aviation sector Firm-2 with work experience of 5 airports, 2 hotels and 3 govt buildings shall get 12 points (5+5+2).		
2	Number of years in Operation: Number of years of providing Housekeeping/Facility Management services in sectors mentioned at S. No.1 as on the date of calling of EoI.	1.Contract agreements/Work orders showing the date of start of work 2.Completion certificate/continuation certificate from authorized person of the client showing completion/continuation with satisfactory performance 3.In case of JV, member with maximum No. of years in operation will be considered.	Maximum Points: 20 05-10 years: 5 points 10-15 years: 10 points 15 years and more: 20 points
3	Digital Monitoring System Existing app-based monitoring system with	<ul style="list-style-type: none"> Demonstration document / brochure of monitoring app. Screenshots of: <ul style="list-style-type: none"> e) Geo-tagged photos f) Dashboard view g) Task tracking interface h) Screenshots of MIS reports. Client references where app is deployed. 	Maximum points: 10
	• Geo-tagged & time-stamped photo uploads		2 points
	• Dashboard access for client		2 points
	• Task allocation & tracking		2 points
	• GPS/mobile-based workforce tracking		2 points
	• Real-time reporting and MIS generation		2 points
4	The bidder must have an average annual turnover of at least Rs. 50 crores for the last three consecutive financial years as on 31.03.2025 (FY 2022-23, 2023-24 & 2024-25)	Audited balance sheet certified by a Chartered Accountant	Maximum points: 30 50-100 Crores: 5 points 100-200 Crores: 10 points 200-300 Crores: 20 points More than 300 Crores: 30 points
5	The bidder must have minimum employee strength of 1000 people (on its own Pay Roll).	EPF Challan /ECR copy/CS certificate in support of available for the preceding 12 months, showing monthly average of minimum 1000 people (on its own Pay Roll), preceding the date of opening of Bid should be submitted in support of their qualification. Size of workforce of all members of JV shall be combined & considered.	Maximum points: 20 1000 to 2000: 5 points 2000 to 3500: 10 points 3500 to 5000: 15 points More than 5000: 20 points

Note: Addition of all the above points will give total points earned by each firm. Only Firms with more than 70 points will be considered for empanelment. In case more than 7 firms score more than 70 points, only the top 7 firms in terms of points would be empanelled.

12. Objective of EOI

This Expression of Interest (EOI) is invited for empanelment of eligible and competent service providers for execution of the subject work. **The empanelment finalized through this EOI shall remain valid for a period of four (04) years from the date of approval by the competent authority.**

All future tenders for works falling within the scope of this EOI shall be invited only from the service providers empanelled through this process.

The contract(s) awarded pursuant to this empanelment shall be governed by the prevailing General Conditions of Contract (GCC) for Services of Indian Railways. However, in case of any discrepancy, inconsistency, or conflict between the provisions of the GCC for Services and the conditions stipulated in this EOI, the provisions of this EOI shall prevail to the extent of such inconsistency.

13. In case work awarded to any empaneled firm is terminated owing to fault of that firm, the empanelment of that firm shall stand summarily cancelled.

14. Submissions Required

The following documents should be submitted by interested bidder against EOI for evaluation. **Non-submission of any of the mandatory documents shall lead to summarily rejection of bid.**

- 14.1. Application: Duly filled and signed. As per annexure -1
- 14.2. All the Supporting documents mentioned in Para 10 - Eligibility Criteria of EOI
- 14.3. Duly filled Affidavit –Annexure-2
- 14.4. Duly filled MoU as per Annexure 4 (in case of JV Firm)

15. Submission of EOI bid

- 15.1. EOI document & other details can be downloaded from the website <https://cr.indianrailways.gov.in/> → **About Us** → **Headquarter** → **Mechanical** → **EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF SERVICE PROVIDERS TO PROVIDE "COMPREHENSIVE OBHS SERVICES IN TRAINS OF CENTRAL RAILWAY"**

- 15.2. Bid for empanelment must be deposited in the Tender Box kept in the office of Sr. DME (Cog.), BB, not later than **15.00 hours on 05/05/26**, in a sealed cover duly superscribed as:

**"BID FOR EMPANELMENT FOR THE WORK OF COMPREHENSIVE OBHS
SERVICES IN TRAINS OF CENTRAL RAILWAY"**

- 15.3. The sealed cover should be addressed to:

**Chief Rolling Stock Engineer (Coaching)
Office of Principal Chief Mechanical Engineer
Second Floor, Annex Building
Central Railway Headquarter,
Chatrapati Shivaji Maharaj Terminus,
Mumbai- 400 001**

- 15.4. The bids for empanelment will be opened at **15.00 hours on the same day** in the presence of the bidders or their authorized representatives who wish to be present
- 15.5. In case the date of opening happens to be a bandh or an unforeseen holiday, the bids will be opened on the next working day at the same time and place.

FORMAT FOR APPLICATION
(To be submitted on Company's Letterhead)

To,
The President of India
Acting through the
Principal Chief Mechanical Engineer
Chhatrapati Shivaji Maharaj Terminus, Mumbai, Central Railway

Sub: Response for EOI for "WORK OF COMPREHENSIVE OBHS SERVICES IN TRAINS OF CENTRAL RAILWAY"

I/We _____ do hereby declare that the information given in this Application/Bid, documents enclosed are true to the best of my/our knowledge and belief.

I /We undertake that I have full authority to submit this EOI Document alongwith the documents enclosed, on behalf of (name of the company)

I / We hereby understand that the submission of responses/ offers / bids does not guarantee award of work.

A. Name of Firm :

B. Entity

Description	Remarks (Fill Up)
Indian Firm/ Company/ Joint Venture /Consortium/Start-ups are eligible to participate	
In Joint Venture/Consortium, at least one Indian Firm shall be mandatory	
For Joint Venture/Consortium, eligibility criteria are to be complied jointly by all members of Joint Venture/Consortium	
Any Indian Subsidiary Firm of a foreign firm can use credentials of its principal for the requirements of eligibility criteria	

Details of the Entity: (Proprietorship / Limiter Company/ Partnership Firm)

C. Declaration :

We understand that:

- a. This is NOT an invitation of tender.
- b. Nothing in this EOI invite shall be construed as a commitment on the part of Central Railways /Indian Railways towards any financial liability.
- c. Central Railways /Indian Railways does not guarantee any further proceedings beyond the EOI; this invitation for EOI is neither an agreement nor an offer for award of work.

Date:

(Signature of the Applicant with seal)
Name & Designation

**FORMAT FOR UNDERTAKING FOR TRUTHFULNESS / CORRECTNESS OF THE DOCUMENTS TO BE
SUBMITTED ON NON-JUDICIAL STAMP PAPER DULY NOTORIZED BY APPLICANT ALONG WITH
THE EOI FOR EMPANELMENT**

I _____ (Name and designation) appointed as the attorney/authorized signatory of the applicant (including its constituents),

M/s. _____ (hereinafter called the applicant) for the purpose of submission of EOI for Empanelment for the work of _____ as per the EOI Notice No. _____ of Central Railway, do hereby solemnly affirm and state on behalf of the applicant, including its constituents, as under:

1. I/We the applicant(s) am/are signing this document after carefully reading the contents.
2. I/We the applicant(s) also accept all the conditions of the EOI for empanelment and have signed all the pages in confirmation thereof.
3. I/We hereby declare that I/we have downloaded the EOI documents from website <https://cr.indianrailways.gov.in>. I/We have verified the content of the document from the website and there is no addition, no deletion or alteration to the content of the EOI document. In case of any discrepancy noticed at any stage i.e. evaluation of EOIs, empanelment process, or at any subsequent stage, the master copy available with the Railway Administration shall be final and binding upon me/us.
4. I/We declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the eligibility requirements.
5. I/We also understand that my/our submission will be evaluated based on the documents/credentials submitted along with the EOI and the same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the EOI by me/us are correct and I/we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during the process of evaluation of EOIs, it shall lead to rejection of our EOI. Further, I/we (insert name of the applicant) _____ and all my/our constituents understand that my/our EOI shall be summarily rejected.
8. I/We also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after empanelment, it may lead to removal from the empanelled list.

SEAL AND SIGNATURE OF THE APPLICANT

Place:

Date:

Guidelines for Participation of Joint Venture Firms in Empanelment

(Refer Clause 2.3 and 2.4 of GCC services)

1. The participation of JV shall be allowed only in tenders with advertised value over 10 Cr in terms of Railway Board's letter No. 2002/CE-I/CT/37 JV Pt.VIII dated 14/12/12.
2. One of the members of the JV Firm shall be its Lead Member who shall have majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms.
3. Once the Bid is submitted, the MoU shall not be modified/ altered/ terminated during the validity of the Bid. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be liable to be forfeited.
4. Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (Railways). The constitution of the JV Firm shall not be allowed to be modified after submission of the bid by the JV Firm, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the offer invalid.
5. Similarly, after the contract is awarded, the constitution of JV Firm shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
6. Joint Venture (JV) Firms in Bids
 - 6.1. Participation of Joint Venture (JV) Firms in Service Bids: This Clause shall be applicable in the Bids, where participation of JV has been allowed as per bid document.
 - 6.2. Separate identity/name shall be given to the Joint Venture Firm.
 - 6.3. Number of members in a JV Firm shall not be more than three.
 - 6.4. A member of JV Firm shall not be permitted to participate either in individual capacity or as a member of another JV Firm in the same Bid.
 - 6.5. The Bid form shall be purchased and submitted only in the name of the JV Firm and not in the name of any constituent member.
 - 6.6. Normally Earnest Money Deposit (EMD) shall be submitted only in the name of the JV Firm and not in the name of constituent member. However, in exceptional cases, EMD in the name of Lead Member can be accepted subject to submission of specific request letter from Lead Member stating the reasons for not submitting EMD in the name of JV Firm and giving written confirmation from JV members to the effect that EMD submitted by the Lead Member may be deemed as EMD submitted by JV Firm .
 - 6.7. A copy of Memorandum of Understanding (MoU) executed by the JV members shall be submitted by the JV Firm along with the Bid. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc. particularly with reference to financial, technical and other obligations shall be furnished in the MoU.
 - 6.8. On award of contract to a JV Firm, Performance Guarantees shall be submitted by the JV Firm. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance etc. shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

6.9. On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar/Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the Railways before signing the contract agreement for the service. In case the Bidder fails to observe/comply with this stipulation, the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV. This Joint Venture Agreement shall have, interalia, following Clauses:

6.9.1. Joint and Several Liability - Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (Railways) for delivery of service in accordance with General and Special Conditions of Contract. The JV members shall also be liable jointly and severally for the loss, damages caused to the Railways during the course of execution of the contract or due to non-execution of the contract or part thereof.

6.9.2. 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 maintenance period after the service is completed.

6.9.3. Governing Laws - The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

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

6.11. No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (Railways) in respect of the said bid/ contract.

6.12. Documents to be enclosed by the JV Firm along with the Bid:

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

6.12.1.1. Notary certified copy of the Partnership Deed,

6.12.1.2. Consent of all the partners to enter into the Joint Venture Agreement on a stamp paper of appropriate value (in original).

6.12.1.3. Power of Attorney (duly registered as per prevailing law) in favour of one of the partners of the partnership firm to sign the JV Agreement on behalf of the partnership firm and create liability against the firm.

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

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

6.12.3. In case one or more members is/ are limited companies, the following documents shall be submitted:

- 6.12.3.1. Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement, authorizing MD or one of the Directors or Managers of the Company to sign JV Agreement, such other documents required to be signed on behalf of the Company and enter into liability against the company and/or do any other act on behalf of the company.
 - 6.12.3.2. Copy of Memorandum and Articles of Association of the Company.
 - 6.12.3.3. Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (1) above.
- 6.13. All the Members of JV shall certify that they are not blacklisted or debarred by Railways or any other Ministry / Department / PSU (Public Sector Undertaking) of the Govt. of India/ State Govt. from participation in Bids/contract on the date of opening of bids either in their individual capacity or as a member of the JV Firm in which they were/are members.

MOU FORMAT for JV
On Non-judicial stamp of Rs.100/-
MEMORANDUM OF UNDERSTANDING
FOR JOINT VENTURE AGREEMENT

1. This Memorandum of understanding executed this _____ day of _____ 20____ between _____(Name of Co.)_____ a company registered under the Companies Act 1956 having its registered office at _____ represented through its Director /Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____, _____, represented through its Partner Shri._____/Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIRST PART**.

AND

2. M/s. _____(Name of Co.)_____ a company registered under the Companies Act 1956 having its registered office _____represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **SECOND PART**.

::

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19, having its registered office _____, _____, _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **SECOND PART**.

AND

3. This Memorandum of understanding executed this _____ day of _____ 20____ between _____Name of Co._____ a company registered under the Companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19, having its registered office _____, _____, _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **THIRD PART**.

4. This Memorandum of understanding executed this _____ day of _____ 20____ between _____Name of Co._____ a company registered under the Companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19, having its registered office _____, _____, _____

through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FOURTH PART**.

5. This Memorandum of understanding executed this _____ day of _____ 20____ between _____ Name of Co. _____ a company registered under the Companies Act 1956 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIFTH PART**.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19, having its registered office _____, _____, _____ through its Partner or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the **FIFTH PART**.

Whereas, Central Railway, Mumbai CST hereinafter referred to as Owner/Customer has invited Tender Nos. _____ hereinafter referred to as the CR Tender for the work of _____ hereinafter referred to as the said work.

Whereas, the party of the first part i.e. M/s. _____, _____ details to be supplied of the expertise in their field.

Whereas, the party of the second part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the third part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the forth part, M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the fifth part, M/s. _____ details to be supplied of the expertise in their field.

AND whereas parties to this MOU, have agreed to co-operate with each other to associate jointly and to form a Joint Venture Firm to participate in the CR Tender of Indian Railways.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows:-

1. The purpose of MOU –

M/s. _____, _____ and _____ agree to co-operate with each other for the purpose of joint participation in the CR Tender and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below :-

2. The name of the Jt. Venture firm shall be _____

3. The parties, hereto, represent that :

- a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
- b) They have not entered into any agreement/MOU of equal or similar nature with any third party for the CR Tender.

That each of the parties of the JV, agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the

responsibility, including the provision of information advice and other assistance required in connection with the works. The share and the participation of the partners in the JV shall broadly be follows :

M/s. _____ %

M/s. _____ %

M/s. _____ %

M/s. _____ %

M/s. _____ %

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

- a) That after submission of the tender, the MOU shall not be modified/alterd /terminated during the validity of the tender except when modification becomes inevitable due to succession laws etc., but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agrees that the Lead Member will continue to be the Lead Member of J.V.Firm.
- b) That after the contract is awarded the constitution of the J.V.Firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the CR Tender, all terms shall be complied by each party on back-to-back basis as per specifications of the CR Tender or any other mutually agreed terms with the Owner/Customer. The Parties hereto shall, if awarded the contract for the project for which the Joint Venture is formed, be jointly and severally liable to the Indian Railways for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Indian Railways in course of execution or due to non-execution of the contract or part thereof or arising out of the contract.

6. Shri _____ shall be authorized partner/person on behalf of the Joint Venture to deal with tender, to sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of CR tender/Contract. All notices/ correspondence with respect to the contracts would be sent only to this authorized member of the J.V. Firm.
7. Notwithstanding anything contained herein, in respect of the CR Tender, with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.
8. The Parties agree that with respect of the CR Tender neither Party, nor any subsidiary company of either Party, nor any joint venture company or any other entity, in which the Party/ies, is or are in any way interested, shall compete together with or through any third party, nor shall the Parties advise, consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the CR Tender.

9. Responsibility

Each Party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the Contract and in this MOU as if it was, with regard to its Scope of Work, an independent partner contracting individually with the Customer. In the event of any defect and damage or any claim arising from the Customer under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.

10. Assignability

No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Railway.

11. Use of Machinery, Instruments, Labour Force, etc.

The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/ Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

12. Duration of MOU

It shall be valid during entire currency of contract including the period of extension, if any and also till the maintenance period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

13. Applicable Law

This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at MUMBAI.

14. Settlement of Disputes

In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavor to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act, 1996 or/and amendments thereof.

15. All communications or notices provided for herein shall be in the English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below :-

M/s. _____

M/s. _____

All correspondence and notices to the Joint Venture shall be addressed to the Lead Member i.e. M/s. _____/Shri _____ at the address stated herein below:-

M/s. _____

Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

- 16.** Each Part shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-contractor's employees or personnel)

including penalties and interest, if any, levied in connection with the execution of this MOU.

- 17.** The parties to this MOU declares and certifies 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 in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorized representatives on the date and year mentioned herein above.

Signature: -	Signature: -	Signature:-
Shri. _____ of	Shri. _____ of	Shri. _____ of
M/s. _____	M/s. _____	M/s. _____

Signature :-	Signature :-
Shri. _____ of	Shri. _____ of
M/s. _____	M/s. _____

Witnesses:-

1) Name:	Address:-
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2) Name:	Address:-
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