



NORTHERN RAILWAY

**Office of Chief Workshop Manager,
Northern Railway Mechanical Workshop, Amritsar (Punjab)
Website: www.ireps.gov.in**

Tender No. 6-S-O-KEMPPI-ASR-25-26A

NAME OF THE WORK:

Comprehensive AMC of 102 Nos KEMPPI MIG Welding Plants and 147 Nos of MIG welding Torches including consumables for 2 (two) Years with OEM/ Authorised dealer

(As Tender Documents are downloaded from website, Tenderer should keep himself updated about the Tender amendments, Corrigendum, etc. by remaining in touch with the website. Further, No changes should be made in the final amended Tender Document by the Tenderer)

Table of Contents of Tender Document

Section	Subject	Page No.
-	Instructions to Tenderers	3
1	Start of Tender Document (Tender Details)	4
2	List of mandatory documents	5
3.0	Scope of work	6-9
3.1	Checklist	10
3.2	Tender Form-1	11
3.3	Tender Form-2 GENERAL INFORMATION OF THE TENDERER	12
3.4	Tender Form-3 (Power of attorney)	13
3.5	Tender Form-4 (Schedule of Rate)	14
4.1	Special Conditions of Contract	15-17
4.2	Payment And Penalty Terms	18-19
5	General Conditions of Contract	20
ANNEXURE (s)		
Annexure-I	Format Bank Guarantee Bond for Performance Guarantee	21
Annexure-II	Details of Plant & Machinery and technical Staff	22
Annexure-III	National Electronic Funds Transfer Mandate Form	23
Annexure-IV	Information under CLRA act 1970	24
Annexure-V	FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS(Mandatory)	25
Annexure-VA	Certificate to be submitted by each member of a Partnership firm	26
Annexure-VIA	Bid Security	27-28
Annexure-VIB	Annual Contractual Turnover Data for the Previous 3/4 Years (Contractual Payment only)	29
Annexure-VI	Proforma For Statement Of Deviation	30

INSTRUCTIONS TO TENDERERS

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

1. Incomplete tenders are liable to be rejected.
2. Manual offers are not allowed against this tender & any such manual offers received, shall be ignored.
3. Contractors are allowed to make payment against this tender towards tender document & Bid Security only through online payment modes available on *IREPS* portal like NET banking, Debit cards etc.
4. Manual payment through Demand draft, Bankers Cheque, deposit receipt, FDR etc. are not allowed.
5. Tenderers are requested to view the www.ireps.gov.in website regularly so that if any corrigendum is being issued the same is incorporated by the tenderer before filling the tender.
6. All the tenderers should ensure that they are GST Compliant and their quoted tax structure/rates are as per GST Law.
7. Any brand name, mentioned wherever if any, is for reference purposes only and must not be taken as endorsement of any kind.
8. The e-tender will be opened online using the *IREPS* portal. No representative is required to be present for opening of tender and taking notes of rates quoted and ranking as the complete details of rates etc. of all the bidders shall be available to the bidders in the website after the opening of the tender.
9. In case the date of closing mentioned in the Notice Inviting Tender (NIT) is declared a holiday/ bandh / strike on any account, the date of closing tender online will not be changed as the application in the website of *IREPS* does not permit submission of any offer after closing date and time of the tender. However in that case, the tender will be opened on the next working day.
10. All the tender forms and annexures attached in the master tender documents are essential to be submitted by tenderer, for ensuring proper evaluation of their bid.
11. If a firm quotes nil charges/ consideration, bid shall be treated unresponsive and will not be considered (Rule 173h of GFR).
12. The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, PF Act, ESI Act, Maternity Benefit Act, Shops & Establishment Act, Bonus Act, etc. as applicable and amended from time to time.

START OF DOCUMENT
SECTION 1: TENDER DETAILS

1.	Tender Notice No.& date	6-S-O-KEMPPI-ASR-25-26A dated __/__/2026
2.	Tender No.	6-S-O-KEMPPI-ASR-25-26A
3.	Name of the Work	Comprehensive AMC of 102 Nos KEMPPI MIG Welding Plants and 147 Nos of MIG welding Torches including consumables for 2 (two) Years with OEM/ Authorised dealer
4.	Approximate Cost of Work	See NIT for details on www.ireps.gov.in
5.	Period of Completion	
6.	Cost of Tender Document	
7.	Amount of Earnest Money	
8.	Date & Time of submission of Tender (on IREPS)	
9.	Opening of tender	Tender opening will be done immediately after the tender closing time. The tenderer(s) are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender.
10.	Type of tender	Single tender using IREPS
11.	Bidding System	Single Packet
12.	Total no. pages of Tender documents	1 to 30

- a. No manual offers are acceptable. The tender may be submitted on the website: www.ireps.gov.in
- b. The tenderer/s must be registered on the Indian Railway E-Procurement system (IREPS) site i.e. www.ireps.gov.in for participating in the e-tender system.
- c. For all terms & conditions please refer tender document.
- d. Payment of earnest money deposit (EMD), in respect of e-tendering, will be accepted through net banking or payment gateway only.
- e. Exemption from Earnest Money: This is a “Works Contract”. Exemption is permissible as per IREPS Conditions in accordance with GCC 2022.

Note : *This tender shall be governed as per the Indian Railways General Condition of Contract for works 2022 as amended/corrected upto latest Correction Slips applicable upto the date of opening of tender and as well as other terms and conditions of contract as mentioned in this tender. All uploaded information (Instructions, GCC, Schedule, Other terms and conditions, Penalties etc to be read in conjunction with each other).*

Section 2.0 List of Mandatory Documents

All the tenderers are instructed that submission of the following documents are mandatory, failing which tender will be summarily rejected.

1. Tender form -I (COVER LETTER).
2. Annexure -V (FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS.
3. Annexure-VA- in case of partnership firm/JV/LLP/HUF- given by the each member.
4. The entire document mentioned in the clause- 14-e of GCC 2022 part-1 based upon the type of enterprise.

SECTION 3: SCOPE OF WORK

Comprehensive AMC of 102 Nos KEMPPI MIG Welding Plants and 147 Nos of MIG welding Torches including consumables for 2 (two) Years with OEM/ Authorized dealer as per below specifications:-

- 1) The firm will maintain all the MIG Welding Machines and MIG Welding Torches as hereinafter described using trained man force, directly employed and supervised by them and fully qualified for safe and perfect working condition.
- 2) The firm will regularly and systematically examine working of the sets and if in their judgment repair or Replacement of any part is required, shall be done within scope of work.
- 3) **Preventive maintenance:** Service Engineer of the Contractor shall carry out Preventive Maintenance once in every week for checking all the machines / torches under this contract for its correct working status as per requirement. The Schedule for preventive maintenance shall be as under:-

Equipment	Frequency of Preventive Maintenance Schedule
MIG Welding Machines	Once in Every Week
MIG welding Torches	Once in Every Month

The firm will be responsible for any damage caused by their service engineers to the equipment under AMC and any other railway property the service engineer has to maintain the following activities for the preventive maintenance of the 102 KEMPPI MIG welding plants.

- a) Cleaning of equipment Outer body
- b) Cleaning of internal parts by Air Blower.
- c) Setting parameter like maximum level of voltage and current under which equipment to be used.
- d) Service engineer has to hand over equipment to concerned shop after its proper installation and trial run.
- e) Any other activities required for smooth working of the plants

The service engineer need to execute following activities for the preventive maintenance of MIG Welding torches-

- a) Inspection and setting of torch switches
- b) Inspection and setting of wire linear
- c) Inspection and setting of neck assembly
- d) Inspection of consumable parts.
- e) Any other activities required for smooth working of the torches.

Joint inspection report for the preventive maintenance of the Kempipi MIG welding plants and MIG welding torches shall be maintained as per the Annexure- F1 and Annexure-F2.

- 4) **Breakdown:** The service engineer of the Contractor has to attend any subsequent call, in addition to one compulsory visit weekly, in case of break down/ malfunctioning of one or more machines. The firm will be intimated regarding the breakdown of the machines through complaint letter/ fax, e-mail, or on telephone, which will have to be attended by the service engineer within 04 hours excluding Sundays/Holidays from the day of receipt of complaint. Service Engineer has to hand over equipment to concerned shop after its proper installation and trail Run.
- 5) **MIG Welding Torch consumables:** Demand for Consumables of MIG welding Torches shall be given in advance for the next quarter. Intimation regarding the requirement of these consumables will be given through letter/Fax, e-mail, or on Telephone, digital message etc by the consignee and the firm has to provide the demanded consumables within 45 days of the receipt of demand from Railways. Firm must ensure availability of all MIG welding torch consumables as given in the schedule of quantities.
- 6) Schedule of Quantities

SN	Description	Qty
1	CAMC of MIG welding Plants including Spares as per Annexure-A & Annexure-B for two year	102 Plants
2	CAMC of MIG welding Torches including Spares, consumables as per Annexure-C & Annexure-D for two years	147 Nos
4	Consumables for MIG welding torches	Annexure-D

a. Annexure-A : MIG welding Plants Spares-

SN	PART NAME	PART NO.	UOM	qty
1	MAIN SWITCH	9760612	Nos	41
2	SOLENOID VALVE	9563002	Nos	25
3	DIODE BRIDGE	9750126	Nos	22
4	MACHINE SOCKET FEMALE	9771540	Nos	150
5	CABLE CONNECTOR MALE	9771681	Nos	406
6	SF 53W PANNEL	6085300W	Nos	6
7	MOTOR GEAR BOX	SP000745	Nos	5
8	MOTOR WIRE FEEDER	3135040	Nos	5
9	IGBT	4270370	Nos	8
10	MXE PANEL	6263504	Nos	5
11	MAIN CIRCUIT CARD Z001	SP600511	Nos	14
12	CONTROL CARD A001	SP001221	Nos	4
13	IGBT	4270360	Nos	4
14	MACHINE SOCKET MALE	9771591	Nos	60
15	MOTOR wire FEEDER	9541079	Nos	1
16	RECTIFIER UNIT	9750173	Nos	10
17	SET OF VARISTOR	4286200	Nos	100
18	FLAT CABLE	4267130	Nos	62
19	TECHO CARD	SP006852	Nos	2
20	CONTROL CARD A001	SP003507	Nos	4
21	7 Pole Female Plug	NA	Nos	25
22	7 Pole male Plug	NA	Nos	25
23	Control Card A002	SP003509	Nos	3
24	P65 Setup panel	SP155300	Nos	3
25	CONTROL CARD A001	SP001210	Nos	5
26	CONTROL CARD A001	SP003508	Nos	5
27	CABLE CONNECTOR FEMALE		Nos	100
28	Rubber hose 47/45	9370178	Metre	200
29	Snap connector proming 501 WIRE feed unit		Nos	5
30	P65 panel fast mig pulse	4293730		3
31	Snap connector BK7 MSF57	SP0044690	Nos	32

b. Annexure-B: Mechanical Spares for MIG welding Torches-

SN	Description	Part No	Qty Required (Nos)
1	Feed roll Red (1.0 / 1.2)	3133210	200
2	Gear Wheel D40	SP4265250	150
3	feed Roll white (0.6, 0.8)	3133810	100
4	Metal Front Guide Tube	SP 007456	50
5	Metal Middle Guide Tube	SP 007467	50
6	Plastic Rear Guide Tube	SP 007296	100
7	Snap Connector	9568901	20
8	Press Lever Set DT 400	SP800914	15
9	Gear Wheel D28	SP4265240	100
10	Feed Roll 1.2 Lower	W000960	100
11	Feed Roll 1.2 Upper	WW0961	50

c. Annexure-C : Spare part of MIG/MAG welding Torches-

SN	Part Description	part no	UOM	Qty required for 147 torches
1	Rubber Hose 28/25	9373282	meter	700
2	Neck Assembly	W004127	No	150
3	Switch	4182500	No	100
4	BI-KOX Cable ((MTP 500 3M)		No	90
5	Snap Connector Body (Euro Type)		No	50

d. Annexure-D : consumables for MIG/MAG welding torches-

SN	Description	Part No	Qty Required
1	Contact Tip Adaptor	W004117	548
2	gas Diffuser	W004118	228
3	Gas Nozzle	W004122	350
4	Wire Liner (Wire Conduit)	4188581	228
5	Insulating Bush	NA	240
6	Liner(4.5m)	NA	120
7	Contact Tip 1.6mm	NA	1500

Annexure-F1

Preventive maintenance Report of MIG welding Plants

Plant No.	Cleaning of equipment Outer body	Cleaning of internal parts by Air Blower.	Setting parameter like maximum level of voltage and current under which equipment to be used.	Service engineer has to hand over equipment to concerned shop after its proper installation and trial run.	Any other activities required for smooth working of the plants	Signature of Representative of firm	Signature of Concerned SSEs

Annexure-F2

Preventive maintenance Report of MIG welding Torches

Welding torches No.	Inspection and setting of torch switches	Inspection and setting of wire linear	Inspection and setting of neck assembly	Checking of consumable parts	Any other activities required for smooth working of the torches	Signature of Representative of firm	Signature of Concerned SSEs

SECTION 3.1: CHECK LIST TO BE FILLED UP BY THE TENDERER

S.No	Description	Remarks (Yes/No)
1.	Have you signed forwarding letter?	
2.	Have you purchased the Tender Documents?	
3.	Have you submitted Earnest Money / Declaration in any of approved forms?	
4.	Have you furnished the performance statement regarding credentials?	
5.	Have you submitted Banker's report?	
6.	Have you furnished the statement of equipment & quality control?	
7.	Have you quoted rates in the prescribed Performa?	
8.	Have you furnished your Income Tax form-16, Certificate?	
9.	Have you quoted contract period correctly & precisely?	
10.	Have you kept your offer valid for 65 days?	
11.	Have you signed each page of your tender offer?	
12.	Has the tenderer ensured that they are GST Compliant and their quoted tax structure / rates are as per GST Law? [Railway Board's Letter No. 2017/CE-I/CT/4/GST Dated: 23.06.2017.	
13.	Have you attached proof of your GST registration?	
14.	Have you attached photocopy of PAN card?	

SECTION 3.2: COVER LETTER**TENDER FORM – 1****(To be submitted by Tenderer on its letter head)****Tender No. 6-S-O-KEMPPI-ASR-25-26A.****Name of Work:** Comprehensive AMC of 102 Nos KEMPPI MIG Welding Plants and 147 Nos of MIG welding Torches including consumables for 2 (two) Years with OEM/ Authorised dealer.

To
 The President of India
 Acting through the Chief Workshop Manager
 Northern Railway Mechanical Workshop, Amritsar

I/We _____ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of 65 days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for _____ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within _____ months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of ₹ _____ has already been deposited online/ submitted as Bank Guarantee bond.. It is explicitly agreed that the full value of the Bid Security shall stand forfeited by Northern Railway without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. (a) I/We am/are a Startup firm registered by Department of Industrial Policy and Promotion (DIPP) and my registration number is valid upto (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is withand hence required to deposit only 50% of Bid Security.
6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witnesses:

(1) _____

(2) _____

Signature of tenderer(s)**Date** _____**Address of the tenderer(s)**

TENDER FORM -2

SECTION 3.3: GENERAL INFORMATION OF THE TENDERER

SN.	Item Description	Item Details	Page No.
1	Name of the Tenderer		
2	Constitution of Tenderer (Tick as applicable)	Sole Proprietor /Partnership Firm/ Pvt. Ltd Co./Public Ltd. Co./JV/Society/_____ (any other)	
a	Whether the firm is partnership firm		
b	Whether the partnership deed and power of attorney have been furnished with tender:		
c	When was the partnership constituted and deed executed:		
d	The names of the partners of our firms are		
e	Name of the partner of the Firm authorized to sign		
f	Name of the person(s) with Power of Attorney to sign the Contract		
3	PAN No.		
6.	TIN No.		
7	Registered Address		
8	Communication Address along with Telephone, Fax and Email address		
	Mobile No.		
	Email Address		
9	In case of Joint Venture (JV), MoU and other details		
10	Details of Bank account on which payment shall be released		
a	Name of Bank, branch with IFS code		
b	Account type, Account No.		
c	MICR No.		
d	Partners of accounts in the bank		

Notes:

1. Please submit the supporting documents demonstrating the status of Applicant / Tenderer as legal person corresponding to its constitution like certificate of incorporation along with Memorandum and Article of Association in case of Pvt./Public Ltd. Co., copy of partnership deed, Affidavit in case of sole proprietor etc. as the case may be.
2. Please submit the copy of the registration certificate as applicable such as, PAN card, GST registration, TIN certificate should be enclosed.
3. **In case of Joint Venture, details need to be submitted. JV firms are not allowed to participate in the works costing less than or equal to Rs.10.00Crores. (Railway Board letter no: 2002/CE-I/CT/37/JV/Pt VIII Dated: 14.12.2012.**
4. Details of all the partners of the subject bank account need to be disclosed by the Tenderer on its letter head under the signature of person who is authorized to operate the subject bank account.

SECTION 5.4: POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

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

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorize Mr./Ms. who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the work of

.....including signing and submission of all documents and providing information/ responses to

Northern Railway representing us in all matters, dealing with Northern Railway in all matters in connection with our Tender for the said work.

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

Dated this. day of 20..

Place:

(Signature.....

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

Common Seal of Company

I accept.

(Signature of Authorized Signatory)

Name and Designation of AS

Witness:

Description

Witness 1

Witness 2

Name :

Address :

Occupation :

Notes:

(a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

(b) Please refer GCC for requirement of the Documents to be submitted in different cases of Tenderer being Sole Proprietor, Partnership, Private / Public Limited Company etc.

(c) The obligations to Railway will not be affected by changes in the composition of the firm made subsequent to the opening of the tender / execution of the contract and / or grant of Revised Power of Attorney, if any, by the tenderer. However, changes in composition of the Firm and / or Revised POA should be promptly advised in writing to the Tender Issuing Authority / Contract Signing Authority as the case may be.

TENDER FORM 4**SECTION 3.5: SCHEDULE OF RATES**

Name of Work: Comprehensive AMC of 102 Nos KEMPPI MIG Welding Plants and 147 Nos of MIG welding Torches including consumables for 2 (two) Years with OEM/ Authorised dealer.

Note: Tenderers are requested to study the scope work before quoting rates in the proforma below

See NIT for details on www.ireps.gov.in

Note: Tenderer(s) are requested to go through special conditions before filling up the above rates.

1. In case tenderer does not abide by the above instructions his offer shall be rejected.

2. GST as per policy of Govt. of India will be applicable

Note: Before participating in tender, tenderers are requested to go through whole document thoroughly and should also satisfy themselves by visiting shop. No claim for any deviation in any condition will be entertained & decision of Railway Administration will be final. The quantities shown in Scope of Works are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

I/We undertake to do the work at the rates quoted above for each item.

SECTION 4.1: SPECIAL CONDITIONS OF CONTRACT

1. **Consignee:** SSE/Electrical/ MIG repair Section will be the consignee in this contract. However, following SSEs will look after day to day work as under:-
 - i) SSE/MW – for Mechanical spares of MIG welding Machines.
 - ii) SSE/Tool Room - for CAMC of MIG Welding Torches.
2. Firm must submit Valid Authorization Certificate from OEM along with the tender.
3. The offer should be valid up to 65 days from date of opening of tender. After submitting tender, tenderer will not be allowed to withdraw or modify his offer, the terms and condition thereof in any manner what so ever.
4. If exemption is being claimed by the tenderer, necessary valid documents in support of the same must be furnished by the tenderer along with the tender documents. TDS will be deducted as per policy of the Govt. of India.
5. No post tender correspondence for submission of additional documents shall be entertained after opening of the Technical & Commercial offers. Even suo-moto post tender letters of the tenders shall be treated as NULL & Void. (Authority: HQ/ NR Letter no 74-W/0/Pt.XXV/WA/Loose dated 07-04-2015.) Whereas **clause 7E** of GCC 2022 shall be applicable.
6. This contract shall be governed by latest version of Indian electricity Act & Indian electricity rules in force.
7. The Firm should have the permanent address in Amritsar and have live contact number till the completion of work.
8. The firm will have to attend the failure within four (04 hrs) hours from the message conveyed.
9. All work has to be carried out with in railway's premises in the presence of nominated railway's staff.
10. All the movement of equipment like its loading/un-loading, its movement from one place to another place for its repair or installation is to be carried out by Firm 's own transport and in case the firm demands for railway's transport for said work then the cost of transport has to be borne by Firm.
11. Railway administration will not be responsible for any reimbursement of claim in case of any accident occurs to any firm's staff. The tenderer will be responsible for any mis-happening with their staff during working time in the workshop premises.
12. The un-skilled manpower has to be provided by firm as and when required by service engineer.
13. The tenderer shall not assign, transfer and sublet the privileges conferred under this agreement
14. The tenderer will be responsible to deposit all the old/broken items replacement of which will be made during overhauling to the stores on proper record and concerned SSEs shall maintain record of replaced spares provided by the firm under this contract.
15. The firm will have to issue Identity Cards to their staff which will be checked at the entry gate of Amritsar Workshop by RPF staff. The cost of I/Cards will be borne by the contractor.
16. **Working Report / Performance (s) :** Every Quarter, Contractor shall obtain working / performance report (**Annexure-D1**) from concerned SSEs, as given below, and submit it to the Consignee along with Bills.

CAMC of MIG Welding machines (Mechanical Spares)	SSE/MW
CAMC MIG Welding Torches including spares	SSE/Tool Room
17. MIG Welding Torch Consumables: SSE/Welding shall give requirement of consumables for the next quarter (3 Months) to the consignee in writing, along with the consumption report for the previous Quarter (**Annex-E**).
18. **Grace Period:** For Maintenance, Grace Period of 01 day per quarter for a machine shall be given for upto 02 breakdowns per quarter. If more than 2 Breakdown occur in a quarter, no grace period shall be given.
19. **WARRANTY:** The warranty of spare parts will be as per the OEM or minimum 03 months whichever more from the date of fitment. Security deposit (SD) will be released at the End of this warranty / Maintenance Period.
20. **Facility to be provided by Railway:** - Electricity, Air Pressure and Water will be provided free of cost. However accessories such as extension cords, plugs and other items that are required have to be arranged and installed by the contractor.
21. **Validation of welding plant:** The contractor will validate the welding plant of ASRW. Current and Voltage shall be validated with the calibrated measuring device in Liaoning with SSE/Electrical, and feed rate of wire shall be validated with the calibrated measuring device in Liaoning with SSE/Welding and expenditure shall be borne by the contractor.
22. All the disputes arising of contract will be finalized by CWM/ASR or his representative.

PROFORMA-A**CONSIGNEE'S CERTIFICATE FOR QUARTERLY WORK DONE UNDER CAMC****1) Name of Plant/Torch****2) Consignee****3) Name of Contractor****4) Quarterly Charges for AMC (Standard): ₹ _____****As per AMC agreement no. _____ dt _____****5) Quarterly for which bills are preferred _____****From _____ To _____****6) No. of Breakdowns during the Quarter (03 Months).****7) Calculation of penalty and Net AMC charges payable to Contractor for the quarter.**

i) Total plant down time (In Days):

ii) Standard down days for preventive maintenance (in days/Quarter):

iii) Total grace period for breakdown:

iv) Net down time for plant $=[(i)-\{(ii)+(iii)\}]$:

v) 100% Availability for the quarter (in days):

vi) Actual availability $[(v)-(iv)]$:Actual availability in %age $[\{(vi)/(v)\} \times 100]$:

vii) Calculation of penalty:

a) %age availability below 90% to 80%:

b) %age availability below 80%:

c) Penalty $[(vii a) \times (4) \times 0.005 + (vii b) \times (4) \times 0.01]$:viii) Net amount payable as AMC charges to $[(4)-(vii c)]$:

ix) Cost of spares supplied by Rly during quarter:

x) Final amount payable as AMC Charges = viii (-) ix:

It is certified that no spare part is due with the contractor.**Signature of SSE****Signature of Contractor's representative**

Contract No. :

Subject: Performance / Working Report of _____ To be given by SSE/TOO Room and SSE/MW/

Period: __ Quarter, from __ to __

[illegible]

Note: For purpose of calculation, any Breakdown before 12 Noon shall be counted as a day towards PWD Down time and Breakdown after 12 Noon PWD Down time will be counted from the next Calendar Day.

ANNEXURE-E: Consumables for MIG welding Torches (KEMPP)

Contract No :

Subject: Demand of Consumables for MIG welding Torches (KEMPP) – To be given to SSE/Welding

Period: Quarter, from _____ to _____

Period : Quarter, Month	Part No	Unit	Qty received in Previous Qtr	Qty Consumed in Previous Quarter	Qty Demanded for this Quarter
Contact tip 1.2	9875644	NOS			
Contact Tip Adaptor	W004117	NOS			
gas Diffuser	W004118	NOS			
Gas Nozzle	W004122	NOS			
Wire liner (Wire Conduit)	418581	NOS			

SECTION 4.2: PAYMENT AND PENALTY TERMS**1. PAYMENT TERMS:**

- 1.1. No Advance payment will be made to the contractor.
- 1.2. CAMC charges, payable under this contract shall be inclusive of all costs such as Spares, material, labour etc. Nothing will be paid over and above the accepted rates under this contract. Quarterly payment under CAMC will be made to the Contractor, subject to submission of the following documents by the tenderer to the paying authority certified by the consignee.
 - (a) Certificate in terms of joint notes as a token of satisfactory service given by the contractor along with certificate of fitment of the spares, receipt of consumables as under:-
 1. CAMC of MIG Welding Plants including Electrical Spares - SSE/Electrical.
 2. Mechanical Spares for MIG welding Plants – SSE/MW
 3. CAMC of MIG Welding Torches including spares – SSE/Tool Room
 4. MIG Welding Torch Consumables - SSE/Welding.
 5. In addition to above the contractor need to submit joint report of the preventive maintenance schedule as per Annexure-F1 and Annexure-F2.
 - (b) Consignee's certificates for work done as per Proforma – 'A' with calculation of down time and penalty applicable including a certificate by consignee that no spares part is due with the Tenderer.
 1. For this purpose, SSE/MW and SSE/Tool Room will give a Working / Performance report to the consignee.
 2. For purpose of calculation, any Breakdown before 12 Noon shall be counted as a day towards Plant down Time and Breakdown after 12 Noon Plant Down time will be counted from the next Calendar Day.
 - (c) Bills submitted by the Contractor and accepted & verified by consignee (SSE/ Electrical/ MIG repair Section) & WAEE.
 - (d) Contractor shall submit the documentary proof of GST(as applicable) duly deposited with the concerned department of Government, which has already been paid against the bill along with the E- Invoice. The contractor shall be responsible for depositing GST (as applicable) and all legal obligations related to GST.
 - (e) TDS, income tax and surcharge (as applicable) on Income tax and any other deduction shall be deducted from the running bills as per the act of the Government of India.
 - (f) Bill paying authority will be **Sr. AFA/ASR** .
 - (g) The successful tenderer on award of contract will have to furnish GST Number, contractor's Bank Account Number and Name of the Bank and a copy of cancelled cheque for transaction of all payments related to this contract.

2. PENALTY CLAUSE:

- 2.1. Penalty shall be levied on the Tenderer for maintaining plant up time below the limit of 90% calculated on working days basis, after discounting for Grace period and preventive maintenance period. Penalty shall be calculated as %age of quarterly payment will be deducted from the respective quarterly payments. Penalty calculation will be done over quarterly payment period.

SN	Availability Slab	Applicable Penalty
1.	90% to 80%	0.5% for every 1% (or part thereof) reduction in availability of plant below 90%
2.	Below 80%	1% for every 1% (or part thereof) reduction in availability of plant below 80%

- 2.2. Plant up time of less than 60% for two consecutive quarters, calculated on the basis of cumulative availability of all machines, will constitute complete failure of tenderer to provide the CAMC service successfully; the PG will be forfeited. This will be in addition to penalty clause for the period of actual performance. Any delay in completion period, beyond the original completion will be dealt as per clause 17 of the General conditions of the Tender documents.
- 2.3. Standard down days for preventive maintenance (in days/Quarter) shall be considered as zero.

- 2.4. **Delay in supply of Consumables:** Firm must ensure availability of all MIG welding torch consumables as given in the Schedule of Quantities within 45 days of demand from Railways, failing which Penalty @ 100/- per day for first 5 days, thereafter, Rs 200/- per day shall be levied.
- 2.5. **General Penalty Clause:** The contractor can also be penalized with a fine for each irregularity, such as contractor's staff/ labour misbehaviour with Railway staff, not responding to phone calls or any other mode of communication, disobeying orders of administration, not following safety norms, etc., for which no specific provision has been made in the agreement or if in the opinion of Railway Administration the work done by the contractor is not to his entire satisfaction or according to the terms and conditions of the contract, can impose this penalty and his decision will be final. The penalty shall be as under
- I. WM/AWMC/WAEE/AWM(M) – upto Rs 2000/-
 - II. DyCME/ASRW – upto Rs 5000/-
 - III. CWM/ASRW – upto Rs 10,000/-
- 2.2. **Penalty Wavier:** The contractor may request for penalty waiver in written to Chief Works Manager, Amritsar Workshop. Decision of CWM/ASRW in this regard shall be final and binding on the contractor.

**SECTION: 5 GENERAL CONDITIONS OF CONTRACT
FOR THE GUIDANCE OF ENGINEERS & CONTRACTORS FOR WORKS CONTRACTS**

GENERAL All General Conditions of Contract of Indian Railways–2022 with latest amendments shall also be applicable. The tenderer is expected to be familiar with the General Conditions of Contract of Indian Railways and it is their responsibility. Standard General Conditions of Contract and Standard Specifications for Materials and Works of Indian Railway as amended/corrected upto latest Correction Slips, copies of which can be seen in the office of CWM, N. Rly. Mechanical Workshop, Amritsar. However, some special features are given here for guidance of the tenderer.

ANNEXURE- I**Format Bank Guarantee Bond for Performance Guarantee.**

To :-----

Northern Railway

For and on behalf of the President of India.

- 1) In consideration of the President of India (hereinafter called "the Government") having agreed to exempt M/s _____ (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement dtd. _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement") the Performance Guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees. _____ only). We _____ (indicate the name of Bank hereinafter referred to as "The Bank") at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
- 2) We _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur merely on a demand from the Government stating their amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. _____
- 3) We undertake to pay to the Government any money so demanded not outstanding any dispute or disputes raised by the contractor(s) in any suit for proceedings pending before any court of tribunal relating to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/Supplier(s) shall have no claim against us for making such payment.
- 4) We _____ (indicate the name of the Bank) further agree that the Guarantee herein, contained shall remain in force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Railways certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter.
- 5) We, _____ Bank Ltd. further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations here-in-under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to the Sureties would, but for this provision have effect of so relieving us.
- 6) This Guarantee will not be discharged due to the change in the Constitution of the Bank or the contractor(s).
- 7) We _____, (indicate the name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous consent of Government in writing. Date this _____ day of _____ 20...

(Indicate the name of the Bank.)

For _____

ANNEXURE-II**A. Details of Plants and Machinery Owned by tenderer:**

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

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

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

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

S.No.	Name & Designation	Professional Qualification	Experience	Remarks

Note : Supporting Documents should be linked.

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

Sign. Of Contractor

NATIONAL ELECTRONIC FUNDS TRANSFER
MANDATE FORM (NEW)

Beneficiary Name

Beneficiary Address

Bank Name

Branch Address

Bank Branch Code No.

MICR Code

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IFSC Code

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

.

Account Type
 (✓Tick as applicable)

☐ Saving / ☐ Current

Account No.

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

City

Telephone/Fax No. (if any)

PAN No. (Compulsory)

GST Registration number
linked with PAN no

TIN NO.

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

Signature of Tenderer's
With Stamp and Address

Information required under Contract Labour Regulation and Abolition Act 1970 (If Applicable)

S. No.	Description	Remarks
1.	Name and address of the contractor (including his father's name in case of individuals).	
2.	Date of Birth and age (in case of individuals).	
3.	Particulars of Contract Labour:	
	a) Nature of work in which Contract Labour is employed or is to be employed in the Establishment.	
	b) Duration of the proposed contract work (Give Particulars of proposed date of commencing and ending).	
	c) Name and address of the Agent or Manager of Contractor at the worksite.	
		Contact No.:
	d) Maximum number of Contract Labour proposed to be employed in the Establishment on any date.	
4.	Whether the contractor was convicted of any offence within the proceeding five years. If so, give details.	
5.	Whether there was any order against the contractor revoking or suspending licence or forfeiting security deposits in respect of an earlier contract. If so, the date of such order.	
6.	Whether the contractor has worked in any other establishment within the past five years. If so, give details of the Principal Employer, Establishment and nature of work.	

Declaration:

1. I hereby declare that the details given above are correct to the best my knowledge and belief (if applicable).

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

I.....(*Name and designation*)**appointed as the attorney/authorized signatory of the tenderer (including its constituents),
 M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender No. of(*Railway*)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Dated:

**The contents in Italics are only for guidance purpose. Details as appropriate are to be filled in suitably by tenderer.

This affidavit is to be given by each member of JV.

E. New Annexure-V(A), Part I of GCC shall be read as under

ANNEXURE-V(A)

Reference -Para 6.1 of ITT

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

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

1. I/we certify that (constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER

Place:

Dated:

(Bid Security)

Bank Guarantee Bond from any scheduled commercial bank of India

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

Name of the Bank: -----

President of India,

Acting through,

..... Railway,

Beneficiary Railway

Date:.....

Bank Guarantee Bond No.:

Date:-----

In consideration of the President of India acting through----- **(Designation & address of Contract**

Signing Authority), Railway, (hereinafter called "The Railway") having invited the bid for _____ through Notice inviting tender (NIT) No., We have been informed that **[Insert name of the Bidder]**..... **(hereinafter called "the Bidder")**

intends to submit its bid (hereinafter called "the Bid") .

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

AND

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

1. KNOW ALL MEN that by these present that I/We the undersigned **[Insert name(s) of authorized representatives of the Bank]**, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of **[Insert required Value of Bid Security]** as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank

or in the constitution of the Bidder.

5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at anytime.
6. This guarantee will remain valid and effective from.....***[insert date of issue]***till***[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]***. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

Description	Details
Beneficiary Name	Sr. AFA, Northern Railway Mechanical Workshop, Amritsar
IFSC CODE	SBIN0000609
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	Amritsar main branch, town hall
CITY NAME	Amritsar
ADDRESS	Town hall, main branch Amritsar, Punjab
DISTRICT	Amritsar
STATE	Punjab
BG ENABLED	YES

11. The Guarantee shall be valid in addition to and without prejudice to any other security Guarantee(s) of Bidder in favour of the Railway. The Bank, under this Guarantee, shall be deemed as Principal Debtor of the Railway.

Date

.....

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.].....

[P/Attorney] No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & Address & Seal

Bank's Seal

[P/Attorney]No. **Note:** All italicized text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

Annexure –VIB

Reference -Para 10.2 & 17.15.2 of Tender Form (Second Sheet) of Annexure I of ITT of GCC works 2022

Each Bidder or each member of a JV must fill in this form

separately:NAME OF BIDDER/JV PARTNER:

Annual Contractual Turnover Data for the Previous 3/4 Years(Contractual Payment only)			
Year	Amount Currency	Exchange Rate	Indian National Rupees Equivalent
Average Annual Contractual Turnover for last 3 years			

1. The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.
2. The information supplied shall be substantiated by data in the audited balance sheets and profit and loss accounts for the relevant years in respect of the bidder or all members constituting the bidder.
3. Contents of this form should be certified by a Chartered Accountant duly supported by Audited Balance Sheet duly certified by the Chartered Accountant.

SEAL AND SIGNATURE OF THE BIDDER

Certified that all figures and facts submitted in this form have been furnished after full consideration of all observations/notes in Auditor's reports. _____

(Signature of Chartered

Accountant) Name of CA: _____

Registration No: _____

(Seal)

PROFORMA FOR STATEMENT OF DEVIATION

1. The following are the particulars of deviation from the requirement of the Tender specification

Clause	Deviation	Remarks
(Including justification)		

2. The following are the particulars of deviation from the requirements of the instructions to the tendered, General & Special conditions of contract.

Clause	Deviation	Remarks
(Including justification)		

Signature & Seal of the Tenderer / Contractor

N.B.:

1. **Where there is no deviation, the statement should be returned duly signed with an endorsement indication "No Deviation".**

END OF TENDER DOCUMENT