

Tender No: EL90/MX/2026-27/02 (M)

WESTERN RAILWAY
E-TENDER DOCUMENT



पश्चिम रेलवे
Western Railway

MECHANICAL DEPARTMENT

Tender No: EL90/MX/2026-27/02(M)

Name of work : Modification of center pivot fixing arrangement in 3-Phase EMU coaches.

The President of India invites e-Tender for the above work through Chief Workshop Manager, EMU Workshop Mahalaxmi, Mumbai-400013

Mode of Tender	:	E. Tender
ESTIMATED COST:	:	Rs. 60,17,612.40/-
Tender Document Cost	:	Rs. Nil.
Bid Security (Earnest Money)	:	Rs. 1,20,400/-
Completion Period	:	12 Months
Tender Submission end date	:	As per NIT
Tender Opening date & time	:	As per NIT

The complete details of the tender including eligibility (if applicable) criteria are available on E-Tender portal www.ireps.gov.in. and at the Notice Board in the above office. In case of any clarification, the firms may contact the above office of EMU Workshop Mahalaxmi during working hours.

IMPORTANT NOTE: Tenderer may please take note of following: -

- TENDERER PLEASE NOTE THAT THIS BOOK CONTAINS PAGE NO. 01 to 80.
- The tender document will also be available on E. Tender Portal [www.ireps.gov](http://www.ireps.gov.in). during the above-mentioned period.
- It is the responsibility of the tenderer/s that they ensure to check the corrigendum if any, on the web site E. Tender Portal www.ireps.gov.in.
- This tender document shall be submitted intact, digitally signed & each page of this book may be signed & stamped by the tenderer in token of having gone through the contents of the respective page.

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- v) But even if the tenderer is submitting his bid without submission of digitally signed & stamped complete tender document it will be safely assumed that tenderer has gone through all the terms & conditions and is accepting all terms and conditions of tender before submitting his bid unless he is submitting any deviation separately.
- vi) Tender documents are not transferable.
- vii) While submitting the offer, the tenderer shall be required to submit Bid Security with the tender, without which the offer shall be summarily rejected.
- viii) For exemption from bid security, tenderers must have to submit valid documents as prescribed in GCC-April 2022 up to latest corrections for works Latest edition, failing which the offer/s shall be summarily rejected.
- ix) Tenderer(s) must give their complete postal address of correspondence correctly with PIN code in **the "Mandate Form"** as provided in the tender document.
- x) The copies of the various letters/documentary proofs/statements etc. should be uploaded with tender documents and shall be properly indexed.
- xi) For execution of agreement " The agreement shall be executed based on the hard copy available in the Railway's Office".
- xii) Any deviation from the tender conditions specified in the tender document should be uploaded along with the tender document.

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II. CHECK LIST

CHECKLIST OF ITEMS TO BE COMPLIED BY TENDERERS BEFORE SUBMITTING

SN	Description	Done/ Not Done/N.A.
	The tender shall be accompanied with the following:	
A	Bid Security Details:	
1	Details of Bid Security/EMD and document pertaining to Exemption claimed mentioned in PART-I ITT para-5 of GCC April 2022 up to latest corrections if any. If it fails then the offer is summarily rejected.	
B	Important Declarations /Undertakings Document to be uploaded along with tender :	
1	Self-Attested Copy of Declaration regarding Employment/Partnership etc. of retired Railway Employee as per Annexure-N has been filled .	
2	Annexure-V(A) -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. If it fails then the offer is summarily rejected.	
3	Mandate form [Details of National Electronic fund Transfer (NEFT)] as per Proforma-I	
4	Duly Filled Tender form (First Sheet).	
5	Annexure -VI(B) -The tenderers shall submit requisite information as per Annexure-VIB , along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet. If it fails then the offer is summarily rejected.	
6	All deviations/conditions to be quoted by the tenderer should normally be in Performa at Annexure A , failing, which, these are not liable to be considered.	
7	Tenderer shall submit adequate documentary proof of having fulfilled the eligibility criteria. There will be no back reference to confirm credentials, except for the purpose of verifying the certificates submitted along with the tender. Attested copies of documents towards fulfilling of Eligibility Criteria by the tenderer as per Tender Notice.	
8	The tenderer must submit Work Completion Certificate(s) for similar nature of work as required in the eligibility criteria. If it fails then the offer is summarily rejected.	
C	Documents Related to The Firm:	
1	Self-Attested Copy of Documents of constitution of the legal entity as per GCC April 2022 up to latest corrections has been attached .	
2	Power of Attorney as applicable has been attached.	
3	Self-Attested Copy of PAN Card	
4	Self-attested Copy of GSTIN Registration	
5	Address for correspondence- Proforma - II	
6	The tenderer is advised to read Clauses regarding in GCC April 2022 up to latest corrections before quoting their rates for this tender.	

NOTE: - Tenderers are required to carefully examine the Tender documents uploaded in IREPS site for details of the compliances and documents to be submitted along with their offer. The checklist provided above is indicative in nature and shall not be treated as exhaustive.

Seal and Signature Signature/s of the Tenderer/s

Tenderer's Signature

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III. Special Conditions for Tender Documents to be uploaded online on website www.ireps.gov.in

1. These additional special conditions are applicable to tender documents and considered as part of it, which is to be submitted on website www.ireps.gov.in. Offer for the Tender is to be submitted online through E-Tender Portal www.ireps.gov.in and details are to be entered by the tenderer online. It is advisable to download and study the tender document before submitting their offers. Submission of Physical copy of the offers or tender document is prohibited.
1. Tenderer may note that, on-line submission of tender documents is a facility for convenience of tenderer(s) and Railway. Railways shall not be responsible in any way. Railways shall not be responsible for any direct / indirect loss of business / profit resulting from inability to use this facility.
2. The Tenderer(s) shall online submit tender documents solely for the purpose of bidding for above work and uploaded documents shall not be used, copied or reproduced for any other purpose.
3. The end of the tender document is indicated by the “ **End of Tender Document**” marker. Tenderer(s) should carefully see that the above marker appears on the last page of the tender document to ensure that the uploaded document is complete. Tenderer is suggested to check the integrity and completeness of the document before online submitting of offer.
4. The uploading of tender documents along with the various other documents should be uploaded as per details mentioned in the tender document.
5. In case the offer is not accompanied with the valid Bid security/EMD declaration, the offer will be summarily rejected.
6. The tenderer(s) shall maintain the integrity of the tender document and shall not make any change/ addition/ deletion/ tampering, whatsoever, in the online submitted tender documents. The tenderer(s) offer shall be rejected and full Bid Security shall be forfeited, in case it is detected after online submission of offer, that they have made any modification in tender documents. In case such modification is noticed even after award of contract, Railway is liable to terminate the contract on contractor's default. In addition, Railway reserves the right to take action against the firm as deemed fit, which may include Banning of Business Dealings with the firm and the firm is also liable to be prosecuted as per the law. After award of work, agreement will be prepared based on the master copy of the tender document available in the Railway's office. In case, any discrepancy is noted in tender documents online submitted by tenderer, the master document kept with Railway shall prevail and decision of Railway thereon shall be final and binding on Tenderer/ contractor.

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7. The tenderer shall bear expenses of internet connection and telephone charges, if any for online submitting of tender documents.
8. This tender is required to be submitted as per the tender conditions through online portal www.ireps.gov.in before the date and time stipulated in the tender document. The tender details are available on E-Tender portal www.ireps.gov.in and the same can be used while submitting the offer. Tenderers will require a valid Class III Digital Signature certificate to register and submit their offer through E –Tender mode. The amount of BID SECURITY as indicated on the website www.ireps.gov.in will have to be deposited by the tenderer through net banking or Payment gateway. Without depositing the BID SECURITY tender will be summarily rejected.
9. Tenderers are advised to register their agency well in advance on E-Tender portal of www.ireps.gov.in and submit their offer through E-Tender before the stipulated time. It is the responsibility of the tenderer to check any correction or any modifications published subsequently in the Website and the same shall be taken into account while submitting the tender online. Tenderer shall download corrigendum (if any), print it out, sign and upload it with the main tender document. Tender documents not accompanied by published corrigendum/s are liable to be rejected. The Railway will not be responsible for any delay in submitting through the online portal www.ireps.gov.in.
10. Tenderer/s are free to download tender documents at their own risk, for the purpose of perusal and accustomed themselves regarding instructions, scope and location of work, Technical and Non-Technical special conditions, etc. stipulated in the tender document. After award of work, an agreement will be prepared based on the master copy of the tender document available in the office.
11. The following declaration should be given by the tenderer while submitting the tender.

I/We have submitted the tender from the Internet site www.ireps.gov.in. In case, any discrepancy is found, I/We understand that my/our tender will be summarily rejected and full bid security will be forfeited and I/We are liable to be banned from doing business with Railways and/or prosecuted.

Signature of Tender

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Tender form (FIRST SHEET) : Declaration

i) Tender No.: EL90/MX/2026-27/02(M)

ii) Name of work : Modification of center pivot fixing arrangement in 3-Phase EMU coaches.

To

The President of India,
Acting through the Chief Workshop Manager (EMU Workshop),
Western Railway, Mahalaxmi, Mumbai-400013

1. I/We _____ have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this offer open for acceptance for a period of **90 days** from the date fixed for closing of the Tender and in default there of, I/we will be liable for forfeiture of my/our "Bid Security". I/we offer to do the work for **Chief Workshop Manager (EMU Workshop) Western Railway, Mahalaxmi, Mumbai-400013** at the rates quoted in the attached bil(s) of quantities and hereby bind myself/ourselves to complete the work in all respect within **12 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 April- 2022, 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, Schedule of Rates with all correction slips up-to-date for the present contract.
3. A Bid Security of **Rs 1,20,400/-** has already been deposited online /Submitted as Bank Guarantee bond. Full value of the Bid security shall stand forfeited 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; or
 - (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 up to (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. _____

Signature of Tenderer(s)

(1) _____

Date _____

(2) _____

Address of the Tenderer(s)

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Tender Form (SECOND SHEET)

1. **Instructions to Tenderers and Conditions of Tender:** The following documents form part of contract:
 - (a) Tender forms - First sheet and second sheet.
 - (b) Special Conditions/Specifications (Enclosed) (General & Technical)
 - (c) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract (April-22 up to latest corrections) and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected up to latest correction slips, copies of which can be seen in the office of CWM/EMU Workshop/Mahalaxmi, Mumbai-400013 or obtained from the office of the Chief Engineer, Western Railway on payment of prescribed charges.
 - (e) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications
2. The Tenderer(s) shall quote his / their rates as a percentage above or below or At Par the Bill/s of quantity. The quantities shown in the attached bill/s of quantity are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Schedule. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
3. Tenders containing erasures and /or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
4. **Bid Security:**
 - a. Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC April 2022 up to latest corrections, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
 - b. The Tenderer(s) shall keep the offer open for a minimum period of 90 days from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or bank Guarantee bond submitted as Bid security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - c. **If firm's tender is accepted,**
 - i. The bid security mentioned in sub clause (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of GCC April 2022 with latest corrections.

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- ii. The Bid Security mentioned in sub para (a) above submitted as Bank guarantee bond, will be cashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract of GCC April 2022 with latest corrections.
- iii. The Bid security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid security that may happen there to while in their possession, nor be liable to pay interest thereon.
- d. **In case** Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Bid security so retained to the Contractor.
- e. The Bid Security shall be deposited either in through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.

f. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:

- I. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
 - II. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before the closing date for submission of bids (i.e. excluding the last date of submission of bids).
 - III. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
 - IV. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
 - V. The details of the BG, physically submitted, should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected.
 - VI. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Modification of center pivot fixing arrangement in 3-Phase EMU coaches”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
 - VII. The envelope shall be addressed to the officer and address as mentioned in the tender document.
 - VIII. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
5. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
6. If the tenderer(s) deliberately gives /gives wrong information in his / their tender or creates circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
7. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of

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the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

8. Security Deposit:

- 8.1 The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfilment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.
- 8.2 Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of **6%** of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.
- 8.3 The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to two times and in a contract of value equal to or more than Rs.50 Crore, such refund /return of the already available Security Deposit is permitted up to three times.

8.6 Refund of Security Deposit: Security Deposit mentioned in sub clause (1) above shall be returned to the Contractor along with or after, the following:

- (a) Final Payment of the Contract as per clause 51. (1) of GCC-2022 up to its latest corrections and
- (b) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor and
- (c) Maintenance Certificate issued, on expiry of the maintenance period as per clause 50.(1) of GCC-2022 , its latest corrections in case applicable.

8.7 Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of GCC-2022 up to latest corrections, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of GCC -2022 up to latest corrections the Security Deposit shall not be forfeited.

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No interest shall be payable upon the Bid security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) of GCC-2022 up to latest corrections will be payable with interest accrued thereon.

9. Performance Guarantee:

- I. The successful tenderer shall have to submit a Performance Guarantee (PG) within 21 (Twenty-One) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-One) days and up to 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21 (Twenty-One) days, i.e. from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case the contract is terminated, the railway shall be entitled to forfeit Bid Security and other dues payable to the contractor against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed contractor shall be debarred from participating in re-tender for that work.

- II. **The successful bidder shall submit the Performance Guarantee (PG), amounting to 5% of the original contract value and additional Performance Guarantee as per clause 9(VIII) in any following forms**

- I. A deposit of Cash;
- II. Irrevocable Bank Guarantee; [shall follow the clause No.(4)(f)(iv)].
- III. Insurance Surety Bond as per **Annexure-XVII**.

Note : In case of extension of date of Completion ,selected bidder needs to submit extended insurance Surety Bond/Fresh Insurance Surety Bond/Fresh Performance Security , in any form as given above, before expiry of existing Insurance Surety Bond.

- IV. Government Securities including State Loan Bonds at 5% below the market value;
- V. Pay Orders, Demand Drafts tendered by any Scheduled commercial bank of India.
- VI. Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled commercial bank of India.
- VII. Deposit in the Post Office Saving Bank;
- VIII. Deposit in the National Savings Certificates;
- IX. Twelve years National Defense Certificates;
- X. Ten years Defense Deposits;
- XI. National Defense Bonds and
- XII. Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Dy.FA&CAO (W&S)/ Lower Parel Mumbai, Western Railway (free from any encumbrance) may be accepted

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- III. The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- IV. The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- V. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- VI. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed in addition to forfeiture of Security Deposit available with railway.
- VII. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
- (ii) Failure by the Contractor to pay the President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by the Engineer.
- (iii) The Contract being determined or rescinded under clause 62 of these conditions.
- VIII. **If a tender is accepted on the quoted rates of bidder which is below the advertised tender value , an additional performance security shall be submitted by the bidder as below:**

Bid quoted in % of Advertised cost	Additional Performance Guarantee
Below 0-5% (inclusive)	Nil
Below 5%	5%

Note : firm shall submit Performance Guarantee in favour of Dy. FA & CAO (W&S)/Lower Parel Mumbai, Western Railway & issuer of PG must have a firm name only.

10. Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as

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practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

11. Employment/ Partnership, etc. of Retired Railway Employees

(a) Should a tenderer

- i) be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, **OR**
- ii) being partnership firm / joint venture (JV) / registered society / registered trust etc. have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, **OR**
- iii) being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors

AND

in case where such Engineer or officer had not retired from government service at least 01 year prior to the date of submission of the tender

THEN

the tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorised by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

- (b)** In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazetted rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India For the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorised by him in this behalf, to get associated with the tenderer.
- (c)** Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society /registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

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Note: -If information as required as per 11.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of Standard General Condition of contract GCC April 2022 with latest corrections.

12. Deployment of Qualified Engineers at Work Sites by the Contractor (Ref letter: Railway board letter no.2012/CEI/CT/O/20 dated: 10.05.2013)

12.1 In terms of provisions of new Clause 26 A.1 to the General Conditions of Contract (GCC) April 2022 up to latest corrections ,contractors shall also employ qualified Diploma Engineer(s) during the contract period.

13. Tenderer Credentials:

Documents testifying tenderer previous experience and financial status should be produced along with the tender.

Tenderer(s) who is / are not borne on the approved list of the Contractors of Western Railway shall submit along with his / their tender:

- (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with a list of works carried out in the past.
- (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
- (iii) The list of personnel / organisation on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
- (iv) **A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with the bid are true and factual. A facility is available there on IREPS portal for online submission of Annexure "V". In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure V-(A) shall also be submitted by each member of a Partnership Firm/Joint venture (JV)/ Hindu Undivided Family (HUF)/ Limited Liability Partnership (LLP) etc. as the case may be. Non-submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.**
- (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the railway thereunder.
- vii) (a) In case any information submitted by a tenderer is found to be false, forged or incorrect at any time during the process for evaluation of tenders, it shall lead to forfeiture of the tender Bid security besides banning of business for a period of up to Two years.

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(b) In case any information submitted by the tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid security (BID SECURITY), Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and the agency shall be banned for doing business for a period of up to Two years.

viii) Non-compliance with any of the conditions set forth there in above is liable to result in the tender being rejected.

14. Documents to be submitted Along with Tender:

- i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society /Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- ii) Following documents shall be submitted by the tenderer:

(a) Sole Proprietorship Firm:

- (i) All other documents in terms of explanatory notes in Para 10 of Tender form (Second sheet) of GCC April-2022 up to its latest corrections.

(b) HUF:

- (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to action on behalf of HUF.
- (ii) All other documents in terms of explanatory notes in Para 10 of Tender form (Second sheet) of GCC April-2022 up to its latest corrections.

(c) Partnership Firm:

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

- (i) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.
- (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.
- (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of opening of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment/wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the General Conditions of Contract.

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- (iv) All other documents as mentioned in para 18 of the Tender Form (Second Sheet) GCC April-2022 up to its latest corrections.

(d) Company registered under Companies Act 2013:

- (i) The copies of **MOA (Memorandum of Association) /AOA (Articles of Association)** of the company
- (ii) A copy of Certificate of Incorporation
- (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
- (iv) All other documents in terms of explanatory notes in Para 10 of Tender form (Second sheet) of GCC April-2022 up to latest corrections.

(e) LLP (Limited Liability Partnership):

- i) A copy of LLP Agreement
- ii) A copy of Certificate of Incorporation
- iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
- iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry /Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) of GCC April 2022 up to its latest corrections.

(f) Registered Society & Registered Trust:

The tenderer shall submit:

- (i) A copy of Certificate of Registration
- (ii) A copy of Memorandum of Association of Society/Trust Deed
- (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
- (iv) A copy of Rules & Regulations of the Society
- (v) All other documents in terms of explanatory notes in Para 10 of Tender form (Second sheet) of GCC April-2022 up to its latest corrections.

- (g) Joint Venture :** Joint Ventures are not allowed to Participate in this tender. (Note: Joint Ventures are not allowed in the tenders valuing less than Rs. 10 Cr. (Ref: RB's letter No. 2002/CE-I/CT/37/ JV Pt. VIII Dtd. 14.12.2012)

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

- iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document

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available in public domain (i.e. on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.

- iv) A tender from JV shall be considered only where permissible as per the tender conditions.
- v) The Railway will not be bound by any change in the composition of the firm made subsequent to the submission of tender. Railways may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

15 The tenderer whether sole proprietor /a company or a partnership firm /registered society / registered trust / HUF/LLP etc. if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorising him/them to sign the tender , submit the tender, and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorised for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution failing which tender shall be summarily rejected.

15.1. A separate power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, shall be submitted after award of work, specifically authorising him/them to deal with all other contractual activities subsequent to signing of agreement, if required.

Note: A Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

16 Execution of Contract Documents: The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager , EMU Workshop Mahalaxmi , Western Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected up to latest correction slips, mentioned in tender form (First Sheet).

17 Eligibility Criteria:

17.1 Technical Eligibility Criteria

- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during the last 07 (seven) years, ending the last day of month previous to the one in which tender is invited.
 - I. Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
 - II. Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or

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III. One similar work costing not less than the amount equal to 60% of advertised value of the tender.

(b) (1) In case of tenders for composite works (e.g. works involving more than one distinct component, such as Civil Engineering works, S&T works, Electrical works, OHE works etc. and in the case of major bridges – substructure, superstructure etc.), tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:

(i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or

(ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or

(iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender

Note for b(1): Separate completed works of minimum required values shall also be considered for fulfillment of technical eligibility criteria for different components.

(b)(2) In such cases, what constitutes a component in a composite work shall be clearly pre-defined with estimated tender cost of it, as part of the tender documents without any ambiguity.

(b) (3) To evaluate the technical eligibility of a tenderer, only components of work as stipulated in tender documents for evaluation of technical eligibility, shall be considered. The scope of work covered in other remaining components shall be either executed by tenderer himself if he has work experience as mentioned in clause 7 of the Standard General Conditions of Contractor through subcontractor fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract or jointly i.e., partly himself and remaining through sub contractor, with prior approval of Chief Engineer in writing.

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must fulfil technical eligibility criteria as follows:

The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract, costing not less than 35% value of work to be sublet , in the last 5 years, ending last day of month previous to the one in which tender is invited through a works contract.

Note: for subletting of work costing up to Rs 50 lakh, no previous work experience of subcontractor shall be asked for by the Railway.

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s) fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for Item 17.1:

Work experience certificates from private individuals shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public
Tenderer's Signature

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listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorised by the Public listed company to issue such certificates.

In case tenderer submits work experience certificate issued by public listed company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, bill of quantities, bill wise details of payment received duly certified by Chartered Accountant, TDS certificates for all payments received and copy of final/last bill paid by company in support of above work experience certificate.

b (4) Definition of similar nature of work,

"Any Mechanical Engineering work (excluding housekeeping/cleaning)" concerning overhauling/ repairs/ fabrication/ retrofitment/ modification/maintenance of Indian Railways Rolling Stock."

17.2 Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where

V= Advertised value of the tender in crores of Rupees

N= Number of years prescribed for completion of work for which bids have been invited.

The average annual contractual turnover shall be calculated as an average of "total contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case the 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.

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note for 17.2: Client certificate from other than Govt. Organisation should be duly supported by Form 16A/26AS generated through TRACES of Income Tax Department of India.

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.

2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

3. If a work is physically completed and completion certificate to this extent is issued by the concerned organisation but final bill is pending, such work shall be considered for fulfilment of credentials

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4. In case of completed work, the value of the final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case the final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work. In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.
5. If a bidder has successfully completed a work as subcontractor and the work experience certificate has been issued for such work to the subcontractor by a Govt. Organisation or public listed company as defined in Note for Item 10.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost including the PVC amount (if paid) of that completed work or substantially completed work, shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.
7. In case of newly formed partnership firm, the credentials of individual partners from previous proprietary firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in the previous entity and his share in the present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of $0.3 \times 0.2 \times \text{value of the work done in the previous entity}$. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include a copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or proprietary firm without leaving the partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

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12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of a partnership firm retires without taking away any credentials from the firm, the credentials of the partnership firm shall remain the same as it is without any change in their value.

13. In a partnership firm "AB" of A&B partners, in case A also works as proprietary firm "P" or partner in some other partnership firm "AX", credentials of A in proprietary firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.

15. In case company A is merged with company B, then company B would get the credentials of company A also.]

18 Updation of Labour data on Railway's Shramik kalyan Portal by contractor.

All contractors are required to upload details of their LOAs, engaged workmen, wage payment details etc .www.shramik_kalyan.indianrailways.gov.in on monthly basis at The detail uploaded will be available in public domain.

(A) contractor is to abide by the provisions of payment of wages act and minimum wages act in terms of Clause 54 , 55-A and 55-B of Indian Railways general condition of contract GCC April 2022 with latest corrections in order to ensure the same and application has been developed and hosted on website .www.shramikkalyan.indianrailways.gov.in register his form et cetera requested labour and their payment in this portal this details shall be available in public domain . The registration/ updation in Portal shall be done as under:

- a. Contractor shall apply for one time registration of his company/firm etc. at shramik Kalyan portal requisite details subsequent to issue of Letter of acceptance. The Engineer shall approve the contractor registration on the portal within 7 days of receipt of such request.
- b. A Contact once approved by any engineer can create a password with login ID (PAN No.) for subsequent use of the portal for all LOA's issued in his favour.
- c. The contractor once registered on the portal shall provide details of his Letter of Acceptance (LoA)/contract agreement on shramik kalyan portal within 15 days of issue of LOA for approval of concerned engineer. The engineer shall update (id required) and approve the detail of LOA filled by contractor within 7 days of receipt of such request.
- d. After approval of LOA by engineer contractor shall fill the salient features of contract labourers engaged in the contract and ensure updating of each wage payment to them on shramik Kalyan portal on monthly basis.
- e. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all the salient details of Engaged contractual labour and payments made thereof after each wage period.

(B) While processing payment of any "On Account bill" or Final bill or release of "Advances" or "Performance Guarantee/Security deposit" contractor shall submit a certificate to the engineer or engineers representatives that "I have uploaded the correct contract details of contract labours engaged in connection with this contract payments made to them during the wage period in railways Shramik Kalyan portal at www.shramikkalyan.indianrailways.gov.in. till monthyear.

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- 19 The contractor shall follow all labour laws which are given GCC April 2022 up to latest corrections. The contractor has to fulfill all the compliances of EPF/ESIC/Bonus acts. Railway administration reserves the right to ask to submit evidentiary proof of compliance. Failing which bill shall be withheld.**
- 20 SETTLEMENT OF DISPUTES – INDIAN RAILWAY ARBITRATION AND CONCILIATION RULES: As per GCC April 2022 up to the latest corrections slip.**
- 21 DETERMINATION OF CONTRACT : As per GCC April 2022 up to the latest corrections slip.**
- 22 Note : This tender is governed by GCC April 2022 up to the latest corrections slip.**

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TENDER FORM (Third Sheet)

- i) Tender No. : **EL90/MX/2026-27/02(M)**
- ii) Name of Work : Modification of center pivot fixing arrangement in 3-Phase EMU coaches.

SCHEDULE OF RATES

<u>Sr.No</u>	Description	Approx. Quantity	Unit	Rate in Rs	Total In Rs
1	Modification of center pivot fixing arrangement in 3-Phase EMU coaches.				
1.1	Charges for removal, welding and assembly work of CP Pin modification as per scope of work.	1224	Nos.	₹4916.35	₹60,17,612.4/-
Total say (Incl.18% GST)					₹60,17,612.4/-
Rupees Sixty lakh seventeen thousand six hundred twelve & fourty paisa only.					

The quantities shown in above schedule are approximate and are as a guide to give the tenderer(s) an idea of the quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above.

Note :

- I. The contractors have to quote a single Rate above/below/at par for each schedule mentioned above. In case of quoting different rates for different items in the same schedule, the offer is liable to be rejected.
- II. Contractors should quote their rate inclusive of GST.
- III. The estimate is inclusive of GST @ 18%. GST will be applicable as prevailing rate.
- IV. The tender will be evaluated on the basis of the total cost of work

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PROFORMA – I

MANDATE FORM FOR NEFT

1. COMMUNICATION ADDRESS/DETAILS OF THE PARTY

- i) Supplier's/Contractor's Name as per bank account :
- ii) Address:
- iii) State: Pin:
- iv) Phone No. Mobile No: Fax No.:
- v) Email Id:

2. Particulars of Bank Account

- i. City:
- ii. Bank Name:
- iii. Branch:
- iv. Bank Address:
- v. Bank Telephone No: Fax No.:
- vi. Bank MICR Code (9 Digit)
- vii. Bank IFSC Code:
- viii. Bank Account No:
- ix. Account Type (Saving/Current/Cash Credit):

(Please enclose cancelled blank cheque)

3. Particulars of GST:

- i. GSTIN for each state: _____ (Attach copy of Registration)
(Please enclose a hard copy of state wise/business wise GSTIN registration number)
- ii. HSN/SAC:
- iii. PAN No.: _____ (Please enclosed copy of PAN Card)
- iv. Confirmed by Bank (Enclose a copy of cancelled cheque

4. Declaration by the Party:

- i. I hereby declare that the particulars given in this mandate form are correct and complete. If the transaction is delayed or not effected at all for the reasons of incomplete or incorrect information, the User institution i.e., FA & CAO/Western Railway Mumbai will not be held responsible.

Date:

Signature of the Party

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PROFORMA – II

Details of the Tenderer

Sr. No.	Description	Details
1	Name of the tenderer	
2	Address	
	Mobile Number	
	Telephone Number	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: individual/ proprietorship firm/ partnership firm/ private limited/ public limited/ Society/ Autonomous body (Attach documentary evidence.)	
4	PAN No. (Attach documentary evidence.)	
5	GSTIN No. (If applicable) (Attach documentary evidence.)	
6	EPF , ESIC Registration No. (Attach documentary evidence.)	
7	Other Registration details under other applicable Laws (Attach documentary evidence.)	
8	Name of the person signing the tender	
9	Authority for signing the tender (Refer to Clause No. 6(b) of Part-I of General Conditions of Contract of Indian Railways)	

* The date of delivery of any letter by Railway to the contractor on the email address will be deemed to be the date of receipt of the same by the contractor. Therefore, the contractor should regularly check his incoming emails. If there happens to be any change in the email ID and other contact details, the same should be communicated by the contractor to Railways immediately. The information furnished above shall be supported by authentic documents.

The above information should be necessarily submitted by the tenderer.

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PROFORMA – III

Declaration by the firm

We herewith declare that, we have also gone through the GCC-April 2022 up to latest corrections uploaded along with the tender document.

We accept all the terms and conditions laid in the GCC-April 2022 up to latest corrections and will be executing the work as per GCC.

Date: _____

Signature of Tenderer/s

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PROFORMA-IV

PERFORMANCE BANK GUARANTEE BOND

B.G.No. Dated

Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper as per stamp duty act , & stamp paper should be in the name of the Executing Bank)

To.

The President of India,
Acting through the Sr. AFA (W&S) Parel,
Western Railway, Mumbai-400013.

1. In Consideration of the President of India (hereinafter Called "the Government")
having agreed to accept from _____ (Name of firm and address) (hereinafter called "the said Contractor/s") Under The terms and conditions of an Agreement / Acceptance letter No. _____ dated _____ made between _____ and _____ for the work of _____ (hereinafter called "the said Agreement") the Performance Guarantee for the due fulfillment by the Contractor/s of the terms and conditions in the said Agreement on production of irrevocable Bank Guarantee for Rs. _____ (Rupees- only) _____ (% amount must be as per acceptance letter/agreement) We, _____ (Indicate the name of the Bank hereinafter referred to as "the Bank") at the request Of _____ contractor'? do hereby undertake to pay the government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by 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 or conditions contained in the said Agreement/acceptance letter.

2. We _____ do here by (Name of Bank) _____ undertake to pay the amounts due and payable under this guarantee without any demur merely on demand from the Government stating that the amount claimed is by way of loss or damage caused to or suffered by the Government by reason of breach by the said contractor of any of the terms or conditions contained in the said agreement, or by reason for the contractor's failure to perform the 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. _____ Rupees _____ only.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto Our Liability under this present being absolute and unequivocal. The payment 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, _____ further agree that the (Name of Bank) _____ guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement including Maintenance/ Warranty period and that it shall continue to be enforceable till the dues of Government under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till _____ office / Department). Ministry of Railway certifies that the

Tenderer's Signature

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terms and conditions of the said agreement have been fully and properly carried out by the said contractor^} and accordingly discharged this performance 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-----further agree with the (Name of Bank) -----Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performances by the said contractor from time to time or to postpone from any time or from to time any of the powers exercisable by the Government against the said contract and to forbear 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 contractor(s) or for any forbearance, act or omission on the part of the Government or indulgence by the Government to the said contractor/s or such any matter or thing whatsoever which under the law relating to 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)/Supplier(s).

7.We, undertake not to revoke this Guarantee during (Name of Bank) its currency except with the previous consent of the Government in writing.

8. Notwithstanding anything contained hereinabove.

i) Our liability under this B.G. shall not exceed to Rs.

ii) This B/G shall be valid up to _____and

ii) We are liable to pay the guaranteed amount or any part thereof under this B/G only and only, if you serve upon us a written claim or demand on or before

Dated this _____day of _____20

Round seal	Round seal of Bank	For _____ (Indicate the name of Bank) (under Rubber stamp of name, designation & code No. of authorized signatories)
------------	--------------------	--

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Annexure-II

AGREEMENT FOR ZONE CONTRACT

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

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

- (a) New Works, additions and alterations to existing structures, special repair works and supply of building materials subject to the contract value for such works not exceeding ₹ _____.
- (b) All ordinary repair and maintenance works at any site between kilometer _____ and kilometre _____ as will be set forth in the work orders (which work orders shall be deemed and taken to be part of this contract) that will be issued during the said period at _____% above/below the Standard Schedule of Rates (SSOR) of the _____ Railway, corrected up to the latest correction slips and Standard Specifications of the _____ Railway corrected up to latest correction slips and the Special Conditions and Special Specifications, if any in conformity with the drawings (if any) that will be issued with the work order, aforesaid AND WHEREAS the performance of the said work is an act in which the public are interested.

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

Contractor _____

Designation _____

Address _____

Railway _____

(For President of India)

Witnesses (to signature of Contractor):

Signature of witnesses with address _____

Date _____

Signature of witnesses with address _____

Date _____

Tenderer's Signature

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ANNEXURE – IV

RAILWAY**CONTRACT AGREEMENT OF WORKS**

CONTRACT AGREEMENT NO. _____ DATED _____

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

WHEREAS the Contractor has agreed with the Railway for performance of the works _____ set forth in the Bill(s) of Quantities hereto annexed upon the Standard General Conditions of Contract, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Specifications of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the applicable Standard Schedule of Rates (SSOR) of _____ updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents and the Special Conditions and Special Specifications, if any and in conformity with the drawings here-into annexed AND WHEREAS the performance of the said works is an act in which the public are interested.

NOW THIS INDENTURE WITNESSETH that in consideration to the payments to be made by the Railways, the Contractors will duly perform the said works in the said Bill(s) of Quantities set forth and shall execute the same with great promptness, care and accuracy in a workman like manner to the satisfaction of the Railway and will complete the same in accordance with the said specifications and said drawings and said conditions of contract on or before the _____ day of _____ 20____ and will maintain the said works for a period of _____ Calendar months from the certified date of their completion and will observe, fulfil and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract, as if the same have been fully set forth herein), AND the Railway, both hereby agree that if the Contractor shall duly perform the said works in the manner aforesaid and observe and keep the said terms and conditions, the Railway will pay or cause to be paid to the Contractor for the said works on the final completion thereof the amount due in respect thereof at the rates specified in the Bill(s) of Quantities hereto annexed.

Contractor _____ (Signature)

Railway: Designation _____

Address _____ (For President of India)

Date _____ Date _____

Signature of Witnesses (to Signature of Contractor) with address:

Witnesses:

Tenderer's Signature

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Annexure-V

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, M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of **Modification of center pivot fixing arrangement in 3-Phase EMU coaches** **, 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 the 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 at any time during process for evaluation of tenders, it shall lead to forfeiture of the Bid Security and may also lead to any other action provided in the contract including banning of business for a period of up to two year. Further, I/ we (insert name of the tenderer) ** 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 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 and may also

Tenderer's Signature

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lead to any other action provided in the contract including banning of business for a period of up to two 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 Iam/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 fulfill all the requirements in this regard and am/are eligible to be considered(evidence of valid registration by the competent authority is enclosed).

DEPONENT

SEAL AND SIGNATURE

OF THE TENDERER

Place:

Dated:

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

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ANNEXURE-V (A)

(Reference para 6.1 of ITT)

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

I/we(Name), attorney/authorised 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:

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Annexure –VIA

(Para 5 of the Instructions to Tenderers in part of GCC April 2022 up to its latest corrections.)
(Bid Security)

**Bank Guarantee Bond from any scheduled commercial bank of India
(On non-judicial stamp paper as per stamp duty act & stamp paper 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 authorised representatives of the Bank]**, being fully authorised 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.

Tenderer's Signature

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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 any time.

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 –

IFSC CODE SBIN000RAIL	SBIN000RAIL
IFSC TYPE	BRANCH
BANK NAME	STATE BANK OF INDIA
BRANCH NAME	RAIL
CITY NAME	NAVI MUMBAI
ADDRESS SECTOR	11, CBD BELAPUR, NAVI MUMBAI DISTRICT NAVI MUMBAI
DISTRICT	NAVI MUMBAI
STATE	MAHARASHTRA
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:

Tenderer's Signature

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1 Signature, Name & Address & Seal

2 Signature, Name& address & Seal

Bank's Seal

[P/Attorney] No.

Note: All italicised text is for guidance on how to prepare this bank guarantee and shall be deleted from the final document.

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Annexure –VIB

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

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			

- I. 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.
- II. 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.
- III. 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:

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Annexure - VI (C)

Work Experience Certificates from organizations where similar nature of work has been executed.

SN	Description	Remark
1	Name of work	
2	Contract agreement no. & date	
3	Name of tenderer firm who has executed similar nature of work	
4	Original contract value	
5	Original contract quantity	
6	Period of work (date of work actual start and date of work complete/running)	
7	Total Contract value after variation if any	
8	Total contract quantity (schedule wise) after variation if any	
9	Original/actual date of completion (DOC) of work	
10	Net Payment made to firm (Gross - Penalty) [During last 07 (Seven) years, ending last day of month previous to the one in which tender is invited. (i.e., from 01.06.2019 to 31.05.2026)	
11	Status of Work (Completed/Running)	
12	Whether Final Bill Passed	
13	Penalty imposed, if any	
14	Work Performance of the firm	

Note : Sample provided above is indicative in nature and shall not be treated as exhaustive.

Signature of authorized signatory with

Name of organizations where similar nature of work has been executed

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Annexure- VII

POWER OF ATTORNEY FORMAT FOR AUTHORISED SIGNATORY

(To be executed on **Rs. 500/-** non-judicial stamp paper 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 Authorised Signatory).

POWER OF ATTORNEY

Know all men by these present, we do hereby constitute, appoint and authorise 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 201...

Place:

(Signature.....,

Name& Designation in Block letters of

Person authorised to sign Power of Attorney

for and on behalf of the Applicant Tenderer)

Common Seal of Company

I accept.

(Signature of Authorised Signatory)

Name and Designation of AS

Signature of Tenderer

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Notes:

(c) The mode of execution of the Power of Attorney should be in accordance with the procedure, if

Tenderer's Signature

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

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

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

Signature of Tenderer

CERTIFICATE OF FITNESS

- 1) (a) Serial Number _____
(b) Date _____
- 2) Name of person examined _____
- 3) Father's Name: son/daughter of _____
- 4) Residing at _____
- 5) Sex _____
- 6) Residence: _____
- 7) Physical fitness _____
- 8) Identification marks _____
- 9) Date of birth, if available, and/or certified age _____

I certify that I have personally examined (name) _____ who is desirous of being employed in a factory or on a work requiring manual labour and that his/her age as nearly as can be ascertained from my examination, is _____ years.

I certify that he/she is fit for employment in a factory or on a work requiring manual labour as an adult/child.

- 9) Reasons for:
Refusal to grant certificate, or _____
Revoking the certificate _____

Signature or left hand
Thumb impression of the person examined.

Signature of Certifying Surgeon

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

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ANNEXURE-XVII

Reference Para 16.(4)

Insurance Surety Bond for Performance Security

Name of the issuer of surety bond:

President of India, Acting through....
Railway.

Date:

Surety Bond No: .

Issue Date: . . .

Amount of Bond: .

Expiry Date:

WHEREAS, in consideration of the President of India acting through.....(Designation & address contract signing authority),..... Railway,, (hereinafter called " The Railway") having accepted the bid of M/s hereinafter called the contractor, for the work of under invitation for bids No..... Dated....., Vide Letter of Acceptance No.

AND

WHEREAS, the contractor is required to furnish Performance Security for the sum of XXXXX (Rupees XXXXXX" Only), in the form of Surety Bond, being a condition precedent to the signing of the contract agreement.

SB No.

Date :

WHEREAS, we, _____(Name of insurance company) hereinafter called the Surety, acting through [Designation(s) of the authorised person of the Surety], have, at the request of the M/S. contractor, agreed to give Bond for performance security/ additional performance security as hereinafter contained:

- I. KNOW ALL MEN by these present that I/We, the undersigned [Insert name(s) of authorized representatives of the Surety], being fully authorized to sign and incur obligations for and on

Tenderer's Signature

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behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXXX (Rupees Only) as above stated.

2. The Surety 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 Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than the aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.
8. This Bond is valid and effective from the date of its issue, which is [insert date of issue]. The Bond and our obligations under it will expire on XXXX (Expiry Date). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totalling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

Notwithstanding anything to the contrary contained in these presents,

- a. Our liability under this Surety Bond shall not exceed XXXXX (Rupees)
XXXXX Only

Tenderer's Signature

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- b. This Surety Bond shall be valid up to XXXX (being the date of expiry);
- c. Unless the bank is served a written claim or demand on or before XXXX ate of expiry) all
(Date of expiry)
rights under this Bond shall be forfeited and the Surety shall be relieved and discharged from all
liabilities under this Bond irrespective of whether or not the original Surety bond is returned to the
Surety

Dated the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to

[customer.care@sbigeneral.in].

Place.....

Bank's Seal and authorized signature(s)

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Witness

1.

2.

[Note: All italicized texts are for guidance on how to prepare this Insurance Surety Bond and shall be
deleted from the final document.]

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Annexure – A

Acceptance/Deviation Schedule

(Tenderer may add more sheets if space is not adequate)

We accept all general & special clauses as specified in the tender documents, including corrigendum, if any, except following for which deviation is specified.

Clause	Deviation(s)
General Conditions:	
Special Conditions:	

Signature of the tender

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Annexure- N

Declaration regarding association of the tenderer with serving/retired Gazetted Railway Officer(s)

I/We _____ the under signed hereby solemnly declare and certify that I /We do not have any of our relative/ relatives employed in the Indian Railway as mentioned below:

(a) Should a tenderer

- I. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, OR
- II. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement,
- III. being an incorporated company, any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors.

AND

in case where such Engineer or officer had not retired from government service at least 1 year prior to the date of submission of the tender

THEN

The tenderer will give full information as to the date of retirement of such Engineer or gazetted officer from the said service and as to whether permission for taking such contract, or if the Contractor be a partnership firm or an incorporated company, to become a partner or director as the case may be, has been obtained by the tenderer or the Engineer or officer, as the case may be from the President of India or any officer, duly authorized by him in this behalf, shall be clearly stated in writing at the time of submitting the tender.

b) In case, upon successful award of contract, should a tenderer depute for execution of the works under or to deal matters related with this contract, any retired Engineer of gazette rank or retired gazetted officer working before his retirement in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, and now in his employment, then the tenderer will ensure that retired Engineer or retired gazetted officer had retired from government service at least 1 year prior to the date of his employment with tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.

c) Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1%in the tendering entity employed in gazetted capacity in the Engineering or any other department

Tenderer's Signature

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of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

Except the names as mentioned below:

1.....

2.....

3.....

and so on.

NOTE : Names, Designation, Name of Office, Headquarter of the Tenderer's Relative in Railway to be mentioned by the tenderer(s) in 1, 2, 3 and so on above.

Sr. No.	Name of the Railway Officer	Relationship with the tenderer	If serving, designation & place of working	If retired			
				Date of Retirement	Designation & place of working at time of retirement	Whether period of retirement is more than 1 year from the date of submission of tender	Particulars of permission taken for associating with the tenderer
1	2	3	4	5	6	7	8

Note: i) If no Railway Officer is associated with the tenderer, then write **NIL**. (Please do not keep this page as blank.)

ii) If information as required as per Annexure -N .a), b), c) above has not been furnished, the contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

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Annexure – D

LCDA No. (18 DIGIT IPAS GENERATED NO.)

Dated: _____

DOCUMENT OF AUTHORIZATION

Reference: i. Works Contract/Supply Contract No. _____ Dated _____

ii. Inland Letter of Credit No. _____ Dated _____

This document is issued against contract No. ____ (FROM IREPS) _____ dated _____ for supply/work of _____ (DESCRIPTION OF GOODS/WORK FROM IREPS) _____

The beneficiary of the aforementioned Letter of Credit M/s ____ (NAME AND VENDOR CODE) ____ (Vendor Code ____ as per IREPS ____) is entitled to receive payment, aggregating INR ____ \$\$\$\$ ____ (FROM ABSTRACT OF BILL PASSED) ____ out of a total LC amount of INR ____ (FROM MASTER TABLE OF LC OPENED) _____ against the first/second* commercial Invoice No. (FROM IPAS) _____ raised against the above contract from State Bank of India ____ (branch FROM LC MASTER TABLE) ____ on the strength of this Certificate.

The details of payments already made to the beneficiary under this Letter of Credit are as follows:

S. No.	Invoice No.	Invoice date	Invoice Amount (INR)	LCDA No.	LCDA date	Amount paid (INR)
Total Paid						

THIS PAYMENT: ₹ _____

LC BALANCE AFTER THIS PAYMENT: _____

(Signature of authorized Railway authority)

Name

Designation

Official Seal

Tenderer's Signature

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Annexure-S

**Format of Certificate
(To be submitted by Contractor with every bill)**

Contract/LOA No:

Name of the firm:

Name of the work:

Bill period:

I/we hereby declare that: -

1. I/We have paid salary to all labourers engaged in this contract, confirming the prevailing minimum wages of this bill period as notified by the central government.
2. I have followed all the labour laws issued by the government from time to time.
3. I/We have paid EPF, ESIC, and ECS to concerned departments of all labourers.
4. I/We are aware of all terms and conditions of contract agreement and all are binding on me.
5. I/We have paid all duties, taxes and levies to concerned departments of the government of India.
6. All the information furnished with bills of this particular period is true.
7. I have uploaded the correct details of contract labourers engaged in connection with this contract and payments made to them during The wage period in railway's shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in till month, year.

I/We undertake that all the information furnished above is true and correct. If any of the information found fails at any stage, the Railway administration /government of India is free to take any action against me/us as per extent rules/norms.

Contractor's Signature

Consignee's Signature

Tenderer's Signature

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Annexure-L

Billing Procedure:

1. As and when need for MB arises to site-in-charge, site-in-charge shall ask the same by telephonically or written advice from Estimate Cell/PCO/MX.
2. The work shall be recorded in Measurement Book (MB) by site-in-charge regularly.
3. Based on measured work, the firm shall raise Tax Invoice bill and handover to site-in-charge along with necessary documents, if any.
4. Site-in-charge shall submit the firm's bill, MB, Annexure-R, Annexure -M and other relevant paper, complete in all respects and duly filled checklist below, to Dy. CME/MX's office (Estimate Cell/PCO/MX) in order to avoid delay in payment.
5. Any document/evidence/record keeping register/attendance register etc. shall be given by the site-in-charge to the estimate cell as and when it is required for passing the bill.
6. After receiving the bill along with all the documents, The estimate cell/MX shall prepare the railway format bill and finance portion in MB. Then the contractor and site-in-charge shall be informed telephonically for signing of the railway bill & MB.
7. Estimate cell shall take sign on railway bill & MB by Bill passing authority i.e. AWM/MX, PE/MX or Dy. CME/MX or any other officer as nominated by Dy.CME/MX then it shall be forwarded to the account office duly uploading details on IPAS.

Check-list for submission of documents along with the Bills

Sr. No	Documents to be submitted for billing	Yes/No	Ref Page No.
1	IN-Voice with proper description, HSN/SAC code, quantity, rate, taxes as per the LOA/agreement duly stamped & signed by the Contractor/ authorized person of firm.		
2	Filled Measurement Book (Recorded and authorized physical progress/completion of work by the site-in charge). The work recorded on MB shall be signed by the contractor/ authorized person of the firm, railway authority for 20% check & 100% check.		
3	Penalty certificate issued by the site-in-charge for the billing period. This certificate shall contain: Name of firm (with full address) LOA/Agreement No. (with issued dated) Name of work (with ordered quantity) Quantity executed (in billing period) Penalty details (in terms of each clauses of LOA/agreement and total penalty for billing period)		
4	Filled up Annexure- R & M duly signed /stamped by contractor, site-in charge, inspection authority and railway officer as mentioned in Tender document/LOA/Agreement.		
5	Wage payment details i.e. Wage report card generated from Indian railways shramik kalyan portal duly stamped and signed by the contractor (for the billing period)		
6	Format of certificate at Annexure-S to be submitted by the contractor ensuring that they update the labour/wages details on Indian railways shramik kalyan portal to date		
7	Copy of LOA /extension letter/variation letter (Relevant to Billing period for the first time)		
8	Permission letters (Relevant to Billing period)		
9	GST/ tax payment details in previous billing period		

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10	Challan/material inspection sheet/ register recording measurement if any (Relevant to Billing period)		
11	Bank mandate form/ Cancelled cheque, copy of PAN card and GST registration certificate (with 1st bill only)		
12	Any other relevant paper or reference pertaining to contractor		

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SPECIAL CONDITIONS OF CONTRACT

1. The following Special Conditions shall supplement and be read together with the latest Standard General Conditions of Contract (GCC April, 2022 up to its latest corrections) of Western Railway and the extant orders along with the amendments, if any, issued by the Govt. of India, Ministry of Railways (Railway Board) from time to time. The terms and conditions specified in special conditions will prevail over any contrary condition reflected in GCC (Part-I and Part II).
2. **Definitions:** The following definitions shall apply throughout this tender document.
 - 2.1. 'The Railway' shall mean the President of the Republic of India or the Administrative Officers of the Railways or the Representative of Railway authorised to deal with any matters which these presents are concerned on his behalf.
 - 2.2. "Engineer in-Charge" shall mean the Dy. Chief Mechanical Engineer {Dy. CME/MX}.
 - 2.3. "Engineer representative" shall mean the AEE/AWM/PE/MX or any officer nominated by Engineer-in-Charge, Sr. Section Engineer of the Mahalaxmi Workshop or any other supervisor nominated by Engineer-in-Charge.
 - 2.4. The "Railway Administration" means Western Railway acting through "Chief Workshop Manager", EMU Workshop, Mahalaxmi, Mumbai – 13 on behalf of the President of India.
 - 2.5. The "Inspector" means the SSE/Inspection/MX nominated by the Railway Administration to inspect the work on his behalf.
 - 2.6. Site-in-charge means the official/Supervisor nominated by the Engineer-in-charge at his location. In this case "SSE/Bogie/MX "or any shop SSE nominated by Engineer-in-Charge.
 - 2.7. "Contractor" shall mean the Person/Firm/LLP/Trust/Co-operative Society or Company whether incorporated or not who enters into the contract with the Railway and shall include their executors, administrators, successors and permitted assigns
 - 2.8. "Contract" shall mean and include the Agreement, the Work Order, the accepted Bill(s) of Quantities or Chapter(s) of Standard Schedule of Rates (SSOR) of the Railway modified by the tender percentage for items of works quantified, or not quantified, the Standard General Conditions of Contract, the Special Conditions of Contracts, if any; the Drawing, the Specifications, the Special Specifications, if any and Tender Forms, if any.
 - 2.9. "Drawing" shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of such drawings and further drawings as may be issued by the Engineer from time to time.
 - 2.10. "Works" shall mean the work to be executed in accordance with the contract.

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- 2.11.** "Specifications" shall mean the Standard Specifications for Materials & Works of Railway as specified by Railway under the authority of the Chief Engineer or as amplified, added to or superseded by Special Specifications, if any
- 2.12.** "Site" shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the Railway for the purpose of the contract.
- 2.13.** "Period of Maintenance" shall mean the specified period of maintenance from the date of completion of the works, as certified by the Engineer.
- 2.14.** 'Contractor's authorised Engineer' shall mean a graduate Engineer or equivalent, having more than 3 years' experience in the relevant field of construction work involved in the contract, duly approved by Engineer.
- 2.15.** "GCC" shall mean General Conditions of Contract, April-2022 up to its latest corrections available if available as contained in Western Railway, Engineering Department "Works Hand Book Part I & II" as amended vide latest correction slips on the date of NIT.
- 2.16.** "MX" means Mahalaxmi Workshop.
- 2.17.** "SSE" means Sr. Section Engineer.
- 2.18.** "Bill of Quantities" shall mean Schedule of Item(s) included in the tender document along with respective quantities and rates, accepted by the Railway.
- 2.19.** All other terms and conditions have the same meaning as assigned to them in the GCC and standard specifications.
- 2.20.** Singular and Plural: Works imparting the singular number shall also include plural and vice versa where the context requires.
- 3. Scope of Work:** The scope of work is covered under TECHNICAL SPECIFICATION AND SCOPE OF WORK, attached in **tender document**. The contractor should contact Site-in-charge to get all the details like nature & quantum of work, position of coach etc. before quoting the rates.
- 4. Deviations:**
- 4.1.** Deviations from the stipulations made in the Tender document will not normally be agreed to. Should the Tenderer for good and sufficient reasons be unable to comply entirely with the stipulations, he shall indicate the deviations desired by him in his bid document in the manner as prescribed in the tender document. Such deviations, if any, shall be kept down to the minimum and reasons for deviation shall be indicated. Tenderer to please note that deviation should be indicated in **Annexure-A**. No condition of any kind shall be put in.

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4.2. The Railway, however, reserves the right to Reject the tender if any deviation is not acceptable to them and the tenderer is unwilling to modify such deviations in the manner acceptable to the railway.

4.2.1. Consider such of the deviations as are acceptable to the railway and to the other tenderers at the discretion of the railway.

5. Care in submission of Tenders:

5.1. Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

5.2. Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

5.3. The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.

5.4. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

5.5. When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorised to enter into commitments on their behalf.

5.6. The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

6. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with the bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-V. In addition to Annexure-V, In case of other than company/proprietary firm , Annexure-V(A) shall also be submitted by the each member of a partnership firm/Joint Venture (JV)/ Hindu Undivided family (HUF)/Limited Liability

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partnership (LLP) etc. as the case may be. Non-submission of above certificate (s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested /digitally signed by which they/he is qualifying the qualifying Criteria mentioned in the Tender Document.

7. **Currency:** All the rates shall be quoted in Indian Rupees.
- 7.1. **Rates:** All the rates shall be firm and consolidated as per Schedule of Rates on **Tender form (Third sheet)** of this tender document. At the time of submission of bills the GST portion should be shown separately.
- 7.2. **Deductions:** Income Tax, Water Charges, Cess charges or any other tax as applicable from time to time will be deducted at source from the running bills of the contractor at the prescribed rates.TDS @ 2% on GST shall also be deducted at source from the running bills as per extent rules applicable from time to time. (Railway Board letter no.2018/AC-II/1/46, dated: 17.09.2018, 19.09.2018, 29.09.2018).
- 7.3. All taxes as prescribed by central/state govt. from time to time shall be applicable. The contractor shall be fully responsible for payments of all such taxes.
- 7.4. If rates of existing GST or cess on GST for Works Contract is increased or any new tax /cess on Works Contract is imposed by Statute after the date of opening of tender but within the original date of completion/date of completion extended under clause 17 & 17A of GCC April, 2022 and the Contractor thereupon properly pays such taxes/cess, the Contractor shall be reimbursed the amount so paid.
- 7.5. Further, if rates of existing GST or cess on GST for Works Contract is decreased or any tax/cess on Works Contract is decreased / removed by Statute after the date of opening of tender, the reduction in tax amount shall be recovered from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India.
8. **Mode of Payment:** The contractor can raise **01 bill** in Every **Months** after completion of work. Payment shall be made on actual work done basis. The tax invoice (bills) should be submitted to SSE/Bogie/MX who will certify the work mentioned in the bill but before that the bills as well as M.B. should be filled up and signed by Site-in-charge i.e SSE/Bogie/MX for 100% check and countersigned by Engineer-in-charge's representative i.e. AEE/AWM/PEMX or any other representative nominated by Engineer-in-charge for 20% test check. Then Tax invoice, MB , Annexure - R & other necessary documents should be forwarded to the Dy.CME/MX through Estimate Cell/PCO/MX office. The payment of the contractor will be made as per Annexure-L.
9. **Payment terms:**
- 9.1. The payment shall be made only on the basis of the **Annexure – R** duly verified & signed by the Engineer's representative (nominated by Engineer in charge).

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- 9.2. Annexure – R** duly signed by both i.e.; Contractor's representative & Engineer's representative should be submitted to the office on a regular basis to avoid any ambiguity.
- 9.3.** The contractor shall submit Annexure - S to every bill.
- 9.4.** Site-in-charge shall have to submit the status of penalty to be imposed in detail & also with the summary in the tabular form in **Annexure –R** as mentioned in Penalty Clause.
- 9.5.** **The contractor shall ensure 100% Bank payment of staff working with him.** The payment summary shall be given along with bank statement duly seal & signature of Bank, if required. The bill shall not be processed for payment without the Bank payment of staff working with him
- 9.6.** The contractor shall strictly follow the central government labour laws & labour codes. The contractor shall comply with following instructions.

- I. **Timely Payment of Wages :** Timely payment of wages/salary shall be ensured to all workers deployed under the contract without any delay and without unauthorized deductions.

Wage Period	Time Limit for Payment
Daily Wages	End of shift
Weekly Wages	Before weekly holiday
Fortnightly Wages	Within 2 days of end of fortnight
Monthly Wages	Within 7 days of next month

Mode of Payment: All wage payments shall be made only through bank transfer/electronic mode. Proof of wage disbursement including bank transfer details shall be submitted to this office every month along with bills.

- II. **Appointment Letters:** Contractor shall issue appointment letters to all workers deployed under the contract clearly indicating designation, wage rate, nature of work, working hours and other service conditions as per applicable Labour Laws.
- III. **Issue of Wage Slips:** Contractor shall issue Wage slips indicating gross wages, deductions and net payable wages shall be issued to all workers at the time of payment of wages.
- IV. **Compliance of Statutory Provisions:** Contractor shall comply with all applicable Labour Codes, Rules, notifications and statutory provisions issued from time to time.
- V. **Deposit of Statutory Dues:** Contractor shall ensure timely deposit of EPF, ESIC and other statutory dues applicable to the workers engaged under the contract. Documentary proof of the same shall be submitted along with monthly bills.
- VI. **Maintenance of Records:** All statutory registers, attendance records, wage registers and other records prescribed under Labour Laws shall be properly maintained and produced for inspection whenever required by Railway administration or statutory authorities.

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- VII. **Inspection by Railway Officials:** Railway officials/authorized representatives may inspect records, wage payment details and welfare facilities at any time. You shall extend full cooperation during such inspections.
- VIII. **Liability for Non-Compliance:** In case of any violation of Labour Laws, delay in payment of wages/statutory dues or non-compliance of the above instructions, action as deemed fit including withholding of bills, recovery from dues, termination of contract, debarment/blacklisting and legal action can be initiated against your firm.

- 9.7. The contractor shall also have to submit the documentary proof of GST paid for a particular bill period clearly indicating the same having been paid to the Government along with the site for verification.
- 9.8. The contractor has to strictly follow all the labour laws issued by the government from time to time.
- 9.9. The contractor has to give consent for receipt of payment through ECS/NEFT.
- 9.10. Contractor to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. along with proof i.e. bank cancelled cheque or photocopy of the first page of Pass Book, Ledger Folio No. and Bank & Branch code as appearing in MICR cheque issued by the bank.
- 9.11. Contractor to attach a certificate from their bank certifying the correctness of all above mentioned information.
- 10. For all the tenders having advertised cost of Rs 10 Lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement. (Railways Board's Letter No. 2018/CE-I/CT/9 dated 04.06.2018)
- 10.1. This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System -the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself, and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- 10.2. The option so exercised, shall be an integral part of the bidder's offer.
- 10.3. The above option of taking payment through LC arrangement, once exercised by the tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- 10.4. In case tenderer opts for payment through LC, following shall be the procedure to deal release of payment through LC:
 - 10.4.1. The LC shall be a sight LC

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- 10.4.2.** The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.
- 10.4.3.** SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SB1 branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain the same for this tender till completion of contract. The incidental cost @ 0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- 10.4.4.** The LC shall be opened initially for a duration of 180 to 365 days in consultation with the contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalised by the engineer in consultation with the contractor on the basis of expected progress of work.
- 10.4.5.** The LC terms and conditions shall inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by the contractor.
- 10.4.6.** The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization (format enclosed as Annexure- D) after passing the bill for completed work, to enable the contractor to claim the authorised amount from their bank.
- 10.4.7.** The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- 10.4.8.** The Document of Authorization shall be issued by the Railway Accounts Office against each bill passed by Railways.
- 10.4.9.** On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- 10.4.10.** The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of the Document of Authorization, Bill of Exchange and Bill.
- 10.4.11.** The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- 10.4.12.** The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

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- 10.4.13.** The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t.the digitally signed Document of Authorization received from Railway Accounts Office, releases the payment to the contractor's bank (advising bank) for crediting the same to the contractor's account.
- 10.4.14.** Any number of bills can be dealt within one LC, provided the sum total of payments to the contractor is within the amount for which LC has been opened.
- 10.4.15.** The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- 10.4.16.** The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e., not through LC.
- 10.5. Billing Procedure:** The procedure/mechanism for passing bills are laid down in **Annexure-L**. Procedure of payment of contractual bill shall be done as per Railway Board guidelines amended from time to time. (*Railway Board Letter no 2016/CE-I/CT/12/GST/Pt.I dated: 29.06.2017*).
- 11. Paying Authority:** The payment to the contractor will be made by [Dy.FA&CAO\(W&S\)](#)/Lower Parel Mumbai, Western Railway.
- 12. Identity Cards:**
- 12.1.** The contractor is bound to issue identity card to each and every person employed by him and deployed for execution of contract work, at his cost. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions and therefore will be dealt as per clause No. 62.1 (VII) of GCC-2022.
- 12.2.** It is mandatory on the part of every employee, deployed by the contractors to keep in his possession, the identity card, issued by the contractor throughout the execution of the work. Failure to possess such identity will be treated as unauthorised presence in the Railway premises. Such persons shall be liable for prosecution as per law.
- 12.3.** It is mandatory for contractors to submit the list of employees issued with the identity cards and deployed for execution of the particular contract, to the Railway's Engineer at site before commencement of the work and also for any subsequent changes made during the execution of the work.
- 12.4.** No claims whatsoever arising out of implementation of special conditions pertaining to issue of identity cards shall be admissible.
- 13. Assignment or Subletting of Contract:** As per the clause 7 of the part-II of GCC April 2022 with latest corrections.
- 14. Handing over of Works:** As per the clause 40 (1) of part-II of GCC April 2022 with latest corrections.

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- 15. Clearance of Site on Completion:** As per the clause 40 (2) of part-II of GCC, April 2022 up to its latest corrections.
- 15.1. Off loading of Part (s) of Work:** As per the clause 40 (A) of the Part-II of the GCC, April 2022 up to its latest corrections.
- 16. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of **Chief Workshop Manager, EMU Workshop, Western Railway, MAHALAXMI, Mumbai –13**, or if tenderer is a firm or corporation a duly authorised representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within **seven days** of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.
- 17.** He shall submit a declaration while signing the Agreement that all the employees engaged by him shall be his paid employees and Railway shall have no onus for them. If the contractual staff are employed then the contractor shall submit a declaration that training has been given to the staff hired on contractual basis.
- 18.** All expenses in drawing up the agreement and the cost of stamp duty if any shall be borne by the Contractor.
- 19. Bid Security and Security Deposit:** As per the clause 16(1) of Part-II of GCC, April 2022 up to its latest corrections.
- 20. Performance Guarantee (PG):** As per the clause 16(4) of Part-II of GCC, April 2022 up to its latest corrections.
- 21. Renewal of Bank Guarantee:** The Bank Guarantee submitted towards Performance Guarantee shall be renewed from time to time as per the extension of contract granted to the contractor either on Railway account or contractor account as otherwise the same will be deducted in full from the dues of the contractor.
- 22. Quantity Variation:** As per the clause 41 , 42(1), 42 of Part-II of GCC, April 2022 up to its latest corrections.
- 23. Extension of Time in Contracts:** As per April 2022 up to its latest corrections.
- 24. Price Variation Clause (PVC) :** Not Applicable.

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- 25. Failure to complete the work within the time limit:** The liquidated damages will be recovered as per clause 17 B of Part-II of GCC April 2022 with latest corrections, if the contractor fails to carry out, execute and complete the work within the time specified in the contract. Clause 17 A of Part-II of GCC April 2022 with latest corrections shall be applicable, if there is any extension in time in contract either due to modification or due to railway or not due to railway or contractor; the Railway may grant such extension or extensions of the completion date as may be considered reasonable.
- 26.** In the event of the Chief Workshop Manager, EMU Workshop Mahalaxmi, Western Railway , Mumbai – 400013 finding the work being carried out in a defective or in all inefficient manner or at a slow rate, the decision of which shall be in the sole discretion of the Chief Workshop Manager or his authorised representative Dy.CME/MX, EMU Workshop Mahalaxmi, Western Railway , Mumbai, he may give **07 (Seven) days & 48 hours** written notice/calling upon the contractor to remove the defects, if the contractor fails to comply with such directions the contract will be terminated and the security deposit & performance guarantee will be forfeited in whole and liquidated damages recovered As per Part-II of GCC, April 2022 up to latest corrections.
- 27.** As per GCC, the contractor has to comply with the Minimum Wages Act, 1948, Apprentice Act, 1961, Payments of Wages Act, 1936, Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund & Misc. Provision Act, 1952, ESIC Act.
- 28.** All orders given by Engineer-in-charge i.e. Dy.CME/MX, EMU Workshop Mahalaxmi, Western Railway , Mumbai to the contractor, concerning the work provided, will be binding on the contractor.
- 29.** Subject as otherwise herein provided all notices to be given on the behalf of the President of India and all other actions to be taken on his behalf may be given or taken on his behalf by the Chief Workshop Manager, EMU Workshop Mahalaxmi, Western Railway , Mumbai.
- 30.** The contractor shall advise his contact number to the Railway and ensure that he is contactable at all working hours of the workshop and also in emergency.
- 31. Assignment or Subletting of Contract:** Part-II of GCC- April 2022 up to its latest corrections.
- 32. Other Charges/Taxes:** Income Tax, Water charges, Cess charges, legal vetting charges or any other charges shall be charged as per extant rules as applicable from time to time and will be deducted from the bills of the firm. TDS @ 2% on GST shall also be deducted at source from the running bills as per extent rules applicable from time to time. (Railway Board letter no. 2018/AC-II/1/46, dated: 17.09.2018, 19.09.2018, 29.09.2018).
- 32.1. Income Tax:** Income tax @ 2% as applicable at the time of payment of bill value will be deducted at source as income tax and a certificate will be issued to that effect.

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- 32.2. Water Charges:** Water charges will be deducted from the bills based on the average number of labourers/workmen employed per day by the contractor for the work as mentioned in below table and this shall be updated with latest instructions.

Number of Workmen employed per day	Water charges to be recovered per month
1 to 25	Rs. 103/-
26 to 50	Rs. 154/-
51 to 100	Rs. 206.25/-
101 to 200	Rs. 412.50/-

- 32.3. Conservancy Cess Charges:** Conservancy cess charges will be deducted from the bills based on average number of labourers/workmen employed per day by the contractor for the work as mentioned in below table and this shall be updated with latest instructions issued from railway board. (Railway Board letter no. F(X)/95/1/1, dated: 07.09.2021).

Number of labourer/Workmen employed per day	Conservancy cess charges to be recovered per month
1 to 5	Rs. 159/-
6 to 10	Rs. 312/-
11 to 25	Rs. 785/-
26 to 50	Rs. 1143/-
51 to 100	Rs. 1534/-
101 to 200	Rs. 1926/-

33. PREPARATORY ACTIVITIES to be done by the contractor: -

- Before physically starting the work, the contractor shall submit the list of personnel to be engaged by him with name, father's name, age, address, Aadhar no. and photographs & **Their Police verification Reports** to consignee i.e SSE/BL/MX office and get necessary permission for working inside the Railway premises. An Identity card has to be issued by the firm to their workmen for whom permission to be granted by the Railway. The identity/permit card shall be produced when demanded by the site supervisor or any other authority of Railways.
- Contractor shall ensure that only identified and authorized persons are engaged by him to carry out the work within Railway premises and they do not create any nuisance or disturbances.
- The contractor shall be solely responsible for the orderly conduct of his representatives as well as workmen within Railway premises.
- The persons so engaged by the contractor should be courteous, well-mannered and be well behaved. Railway reserves the right to direct the contractor to remove any person, if he/she is found to be unsuitable for work or on disciplinary grounds.
- The contractor shall make it clear to his work force that Railways will not entertain any request or claim for any temporary/casual/permanent employment of the personnel engaged by him on the basis of work done through this contract.

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vi. Timely payment to the contractor's staff is the sole responsibility of the contractor.

34. HOUSEKEEPING MEASURES to be followed by the contractor: -

- i. The Contractor and his men must keep the material required for the work at locations in proper labeled pallets (to be provided by the Contractor) nominated for the same before start of the work.
- ii. Similarly, after finishing work for that day/shift the material must be again kept in an orderly and neat fashion.
- iii. Sound and scientific housekeeping practices must be followed at times, and under no situation materials be left here and there, at the work premises.

35. DAMAGE TO RAILWAY PROPERTY: -

- i. The contractor shall be responsible to see that the work executed by him does not in any way infringe or damage the existing structures or other works in the area.
- ii. The contractor is liable to take responsibility and rectify for the damage if and caused to the Western Railway property during the execution of their work. Any losses suffered by railways on account of damages by the contractor will have to be fully compensated by the contractor.

36. SAFETY MEASURES to be followed by the contractor:

- I. The contractor shall be solely responsible for taking care of his/her staff & supervisor against any accident or safety risk. Railway administration shall not be responsible for safety of the staff of the contractor and hence the administration shall not be liable for any compensation arising out of accidents including loss of life, injury etc. while executing the work.
- II. The entire liability arising out of injuries/death will rest solely on the Contractor. Railway will not pay compensation in case the contractor's staff sustain injury or in the event of death while working or in the Railway premises.
- III. The contractor's staff working in the Railway premises shall wear distinctive uniform to distinguish them from employees of railway.
- IV. The contractor shall ensure industrial safety norms in execution of work in Railway premises.
- V. The Contractor shall abide by all instructions issued by Railway Administration from time to time in connection with safety of railway installations and personnel.
- VI. The contractor shall take all precautionary measures in order to ensure the protection of his own personnel moving or working in the Railway premises and shall conform to the rules and regulations of the Central and State governments as well of the Railways.
- VII. The contractor shall ensure that all his workmen wear Personal Protection Equipment (**PPE**) commensurate with the severity of work. Safety accessories like helmets, belts, safety shoes, hand gloves, goggles and other safety items shall be used by the contractor's workmen where ever needed while executing the work.
- VIII. The contractor shall not allow any road vehicle belonging to him/her or his/her supplier to ply within Railway premises except for bringing in and removing of his/her/their materials and equipment only.

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- IX. The contractor shall ensure prevention of unauthorized, careless or inadvertent operation of switch boards, sockets etc. which may result in accident to staff and/or damage to equipment and electrical wirings and fittings.
- X. To ensure Human safety the Contractor should do all earthing arrangements wherever required inside the coach.
- XI. The contractor shall ensure the periodic medical health check-up of all employees working on-site. The contractor shall maintain a fully stocked first aid kit at the worksite.

37. ENVIRONMENTAL MANAGEMENT SYSTEM REQUIREMENTS to be followed by the contractor: -

- i. After the day/shifts work the Contractor must get the working premises thoroughly and properly cleaned up of the debris generated by his/her men in the course of the work. Only after thorough and proper cleaning of the working premises will his/her men leave the working premises. Lapse (s) on this front by the Contractor will attract a penalty.
- ii. The contractor has to give prior information whether any hazardous chemical is used in his work and if so, the operational control to be exercised. The contractor's staff must be aware of the contents of the Material Safety Data Sheet (MSDS) in respect of hazardous chemicals/materials (if any).
- iii. The contractor has to ensure that all his material handling equipment and transportation machinery follow pollution and emission control norms in force as per the rules and regulations of such enforcing agencies.
- iv. The contractor has to ensure that his activities are in tune with the State Pollution Control Board (SPCB).
- v. The contractor shall scrupulously follow relevant laid down norms for disposal of solid, liquid and gaseous wastes generated during the course of the activities(if any)
- vi. The contractor's staff shall be competent to operate emergency appliances like fire extinguishers.
- vii. The contractor has to follow the instructions as per Environmental Management System Standard (EMS) of the state in which the depot is situated.
- viii. Any penalty imposed by Municipality /state government /or Government of India on account of violation of pollution norms solely attributable to the contractor, shall be borne by the contractor . Railways will not be liable in any way in such cases.

38. HUMAN RESOURCES to be ensured by the contractor: -

- i. The contractor shall employ skilled personnel with relevant field exposures related to the work in hand.
- ii. The contractor shall furnish a list of manpower & police verification reports of each staff deployed by him along with full description, address etc. for this work prior to start of the work to the authorized representative of Railways of this work for issue of temporary gate pass/permission letter by Railway authority.
- iii. Railways shall have the power to direct the contractor to engage sufficient number of expert supervisors, if it so considers that the contractor's supervising arrangements is insufficient for

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successful completion of the work. In case Railways finds presence of any of the contractor's staff or supervisors undesirable, the same staff shall be removed by the contractor from Railway premises within 24 hours of his being notified.

- iv. Attendance of all workers deployed by the contractor shall be done on a daily basis.

39. IN - PROCESS QUALITY CONTROL to be followed by the contractor: -

- i. All work carried out shall also be of the best quality, in accordance with the specifications and approved drawings and designs of Railways.
- ii. Chief Workshop Manager, EMU Workshop Mahalaxmi, Western Railway, Mumbai or his authorized representatives shall have free access to inspect the work and performance of the contractor at all times. In case, any Railway Official including on duty supervisor is not satisfied with the quality of the work, the same work is to be carried out again till the quality is improved.

40. Final Authority: Railway shall be the final authority for settling the disputes, if any.

41. Note : This Tender governed By GCC April 2022 up to its latest corrections.

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42. Scope of work and special technical conditions

Name of work: Modification of center pivot fixing arrangement in 3-Phase EMU coaches.

1. **Engineer- in- charge:** Dy.CME/MX.
2. **Engineer-in-charge's representative:** AEE/AWM/MX/PE/MX or any officer nominated by Engineer-in-charge. The engineer-in-charge's representative shall also carry out 20% test check of work.
3. **Site-in-charge:** SSE/BL/MX or any other SSE nominated by Engineer in-charge or his/her representative.
 - 3.1. The site-in-charge shall allot coaches for subject work, he shall monitor execution of work, progress of work & certify work completion, liaison to the contractor and he will maintain record of work. Site-in-charge shall also fill **Annexure-R** which gives details of work started, inspected and completed.
 - 3.2. Site-in-charge shall arrange storage space if required by the contractor for storing contractor's lockers/Almirahs.
 - 3.3. Site-in-charge shall also carry out 100% check of work. The overall work shall be carried out under his supervision.
 - 3.4. Site-in-charge shall allot coaches for modification work.
 - 3.5. Further, the Site-in-charge shall forward Annexure-R, contractor's invoice along with M.B. book duly filled & signed and complete in all respect to Dy.CME/MX's office (Estimate Cell/PCO/MX), in order to avoid delay in payment for completed work/Part Completed Work.
4. **Inspection:** SSE/Inspection/MX.
5. **Place of work:** Work shall be carried out at EMU workshop Mahalaxmi.
6. **Quantity:** 1224 Nos of center pivot (CP) pins for 612 Nos.Coaches (02 Nos.center pivot pins per coach).
7. **Work Completion Period:** The contract shall remain in force for a period of **12 months** from the date of issue of Letter of Acceptance. Offered coaches in a day shall be completed on the same day by 15:00 Hrs.
8. **Timing of Work:** 08:00 hrs to 15:00 hrs. Timing of work may be modified or extended with approval of the Engineer-in-charge's representative to work on Holidays and Sundays or on any other time.
9. **Work Schedule:**
 - 9.1. The coach on which modification work to be carried out will be conveyed to the contractor physically, telephonically, by written advice, E-mail, through WhatsApp or through any messaging Apps.
 - 9.2. The supervisor shall collect the daily program from the site in-charge in the Morning 08:00 hrs. The firm has to start the work on the assigned coaches immediately in consultation with site-in-charge.
 - 9.3. Coach Type: EMU Coach will be offered for work as per availability. on an average 03 coaches will be offered. Max. up to 04 Nos. coaches may be offered for modification. In one coach there are 02 Nos of Modifications. The contractor has to complete the work in the shift itself before lowering of coaches (i.e between 08:00 hrs to 15:00 hrs).

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- 9.4. Railways may multiply coaches at a time. The contractor has to complete the work as per the work completion period prescribed under above clause No. 7.

10. Scope of supply:

10.1 Western Railways:

- i) Railway shall provide adequate space for work to be carried out as per requirement. Space for contractor's lockers/ Almirahs for storing their tools and materials will be given free of cost by the Railways but safety of contractor's belongings shall be contractor's responsibility.
- ii) Electricity as per requirement will be provided by the Railway at free of cost. The contractor shall be responsible for arrangement to obtain supply of electric power for the works from the existing point. Accessories such as extension cords, plugs and other items that are required have to be arranged by the contractor on his own cost only. All electrical appliances should conform to the electrical safety standards. In case of power failure, the contractor has to arrange alternative power sources so that work shall not be hampered at his own cost.
- iii) MIG/MAG Welding plant shall be provided by railways. The contractor shall take utmost care of the welding plant while operating.
- iv) All the material Centre Pivot pin (CP) ,CP hex head bolt with nut & washer , Shear Block, Fluorescent temper check marker, welding electrode, grease, paint shall be provided by railways. The contractor shall ensure that all equipment is used cautiously.
- v) Copies of **ICF CAI No.B-2020/01**.

10.2 Contractor:

- i) Fixture in consultation with railways
- ii) Scissor lift table cap- min. 350 KG.
- iii) Torque wrench up to 70 kgf-m
- iv) Gas cutting plant with required safety equipment flash arrestor and new hoses conforming to safety standards.
- v) Grinding machine and grinding/cutting wheel
- vi) All tools and tackles necessary for execution of work.
- vii) Safety gears to contract staff like, Safety helmet, safety shoes, gloves, uniform, safety goggles, welding helmet, welding screen, leather hand gloves, apron, welding jumpsuit etc.
- viii) Manpower - Qualified fitters and welders. For detailed qualification requirements please refer to the **Clause No. 14 of Scope of work and special technical conditions**.

11. Contractor scope of work :

Coaches on which modification to be carried out shall be lifted and placed on trestles by railway staff. Modification to be done as per **ICF CAI No. B-2020/01**. Each coach comprises 02 Nos. Centre pivot pin assembly.

- 11.1. **Removal of Central pivot (CP) pin:** Using suitable cutter wheel cut weldment of shear blocks with body bolster and remove all four shear blocks. **Gas cutting shall be avoided**. During cutting, take care to avoid damage to the body bolster and CP pin.
- 11.2. Take support to the CP pin on a scissor lift table, unscrew all four bolts and nuts. Remove the CP pin from the coach body bolster.

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- 11.3. Ensure CP pin base is free from any burrs and clean. If necessary, ground the remaining weldments to make the surface even & smooth.
- 11.4. Check the entry chamfer of 3x45° in Ø150 hole of body bolster. If necessary, suitably grind using a pencil grinder to achieve an entry chamfer of 3x45°. Entry chamfer is essential to get proper seating of the CP pin base with body bolster.
- 11.5. Ensure all the four holes for bolts are clean without burrs. If needed, suitably deburr the holes. Similarly ensure the seating surface for washer and nut of CP pin bolts are clean & even. If necessary, suitably clean with wire brush & grind the weldment for proper & flat seating of washer & nut.
- 11.6. The CP pin already removed does not have a machined surface at the base sides. Hence, the fitment base of CP pin shall be suitably machined as shown in drawing No. 089-0-6-015 alt 'b' on all four sides. This is necessary to achieve proper fitment/butting with shear block. Ensure CP pin spigot & base engaging with body bolster are clean, flat, even & smooth.
- 11.7. Ensure all the four Ø26 holes & spot-faced area on CP pin are clean and without any burrs. If necessary, suitably deburr / grind. Ensure spot facing and hole for bolt on CP pin are concentric. This can be checked by placing a M24 bolt along with washer (to ISO 7089-24-300HV) on each hole
- 11.8. Prepare new shear blocks machined to drawing Nos. 089-0-6-020/items-1 & 2 alt 'b'.
- 11.9. CP pin bolts shall be to drawing No. 329-0-6-008 alt 'd'.
- 11.10. Prepare Tack welding fixture to drawing No. J&T/W-1551/01.
- 11.11 Tack welding of shear block with CP pin (refer stage -3 of drawing No.329-0-6-022)
- 11.12.Ensure clean surfaces on tack welding fixture, & CP pin.
- 11.13. Place the CP pin upside down on the tack welding fixture and ensure perfect seating of the CP pin.
- 11.14. Place shear blocks on the tack welding fixture at correct locations and by adjusting fixing screws,
 - a) Ensure all the shear blocks are perfectly butted against the machined surface of CP Pin base.
 - b) Ensure the bottom side of all four shear blocks seating on the fixture surface.
 - c) Also ensure chamfered edges of shear blocks with CP pin base are on outside (for welding after assembly with body bolster).
- 11.15 Place shear blocks on the tack welding fixture at correct locations and by adjusting fixing screws
 - a) Ensure all the shear blocks are perfectly butted against the machined surface of CP Pin base.
 - b) Ensure the bottom side of all four shear blocks seating on the fixture surface.
 - c) Also ensure chamfered edges of shear blocks with CP pin base are on outside (for welding after assembly with body bolster).
- 11.16. Do the tack welding on all shear blocks with CP pin base and allow it to cool completely.
- 11.17. Unclamp the screws and remove the CP pin from the tack welding fixture.
- 11.18. **Assembly of CP pin with body bolster**
 - 11.19. Apply a thin layer of roller bearing grease (IOC-Servogem RR3 or similar) on Ø150 ID of body bolster.

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11.20 Assemble the CP pin (duly tack welded with shear blocks) with body bolster using hex. head bolts to drawing No. 329-0-6-008 alt 'd'. Use washers to ISO 7089-24-300HV in place of washer to M24-A IS: 6649.

11.21 Sequences of tightening shall be diagonally opposite locations. After tightening torque (66 kgf-m) application with torque wrench, check & ensure no clearance in between CP pin bottom base & body bolster using 0.1mm feeler gauge on all side pins of CP.

11.22 After ensuring above, full welding shall be carried out on all shear blocks with body bolster. Suitable weld sequence shall be followed to avoid any clearance between CP pin base & body bolster.
Welders qualified for overhead welding shall be employed.

11.23. Suitably clean the weldment. Apply Red Oxide Zinc primer on shear block, CP pin & body bolster exposed areas.

11.24. After drying of the paint, suitably mark with permanent marker or paint (a strip) (with contrast & bright colour) on the bolt / nut face, washer and part. This is necessary for inspection/verification/checking in service.

11.25. The contractor shall provide all tools & tackles like Cutting Disc, face shield, Buffing wheel, Grinding wheel, Pencil wheel, welding gloves, welding glass with screen, Safety Gear, Torque wrench.

12. Special conditions:

12.1 The machinery & tools which are to be used shall be approved by SSE/BL/MX before use.

12.2. Any scrap generated during the course of work is the property of Railways. The Contractor shall not have claim over these items. The garbage generated, if any, during the work, should be collected by the Contractor and dumped in the workshop nominated waste product bin.

12.3. In case of any dispute regarding technical scope, **CAI No.B-2020/01** version shall prevail.

12.4. The Contractor should ensure that material is not damaged during stripping/laying or transportation and handling. Hence, utmost care is to be maintained at all stages while carrying out the work, if found damaged during work, the cost to repair the same shall be borne by the contractor.

12.5. The labour portion for loading and unloading and movement of the material shall be borne by the Contractor.

12.6. The contractor shall submit the Fitters and Welders qualification certificates prior to commencement of work. Railways reserve the right to verify the certificates at any stage of work.

12.7. All the necessary safety precautions shall be observed by the contractor and his staff including wearing of PPE like industrial helmet, safety shoes, nose mask, hand gloves, safety goggles etc. Adequate PPEs shall be provided by the contractor for his staff. The safety of contractual staff at the workplace shall be the complete responsibility of the contractor.

12.8. All the required consumables and tools will be of contractor except in Railway scope, Railway will not provide any staff & tools.

12.9. The contractor has to mobilize men, materials and tools to the respective places to undertake the job as per the placement of coaches given by Railway in MX Workshop.

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- 12.10. The contractor shall ensure safety of his men & material while working. The contractor should also ensure all safety rules, labour laws. Equipment provided by the contractor shall undergo safety checks prior to deployment on site.
- 12.11. The contractor has to issue identity cards to each and every person employed by him and deployed for execution of contract work at his own cost which shall be countersigned by Site-in-charge. Failure on the part of the contractor to issue identity cards to their employees will be treated as breach of contract conditions.
- 12.12. The contractor shall ensure that workmen deployed by him behave decently and do not indulge themselves in any such activities, which are unbecoming on the part of a person working in the Govt. office.
- 12.13. The contractor/his representative has to follow all the general rules of the workshop during the course of execution of work and they will be responsible for their own safety for all the purpose.
- 12.14. The contractor should arrange all required skilled/unskilled manpower along with the supervisor.
- 12.15. The staff employed by the contractor should be thorough in safe working practices i.e. Electrical safety, Industrial safety and practical working safety instruction if any.
- 12.16. All machine & tools, consumables, equipment and machinery of the contractor, safety gear and extra material/unused material of the contractor, if any, shall be property of the contractor.
- 12.17. In case, any Railway official including on duty SSE or AEE/AWM/PE/Dy.CME/CWM or higher authorities is not satisfied with the quality of work, the same shall be carried out again by the contractor till the desired quality at his own expense.
- 12.18. Any delay in supplying material, if any, by Railway to the contractor shall not be counted in delayed days in work.
- 12.19. The Railway shall normally aim to provide temporary store, open space, shed area as required. However, the contractor shall liaise with the railway for getting these facilities, if available. The Railway does not guarantee availability of protected storage space or office space for contractor's use. The contractor shall be responsible for safety & security of his material & machine etc kept at the worksite. Railway shall not be responsible for any loss of material or stores belonging to the contractor kept at the worksite for this.
- 12.20. The contractor has to take Special care to protect Railway's machineries, Coach, equipment etc. from any damage and fire hazard.
- 12.21. The work is to be carried out within workshop premises & therefore every precaution shall be taken by the contractor to protect the labour, materials, Buildings, tracks & rolling stocks in those railway premises. The contractor should adhere to all safety rules pertaining to the railway.

13. Warranty:

The contractor shall provide a warranty of 25 Months from the date of completion of each coach for workmanship defects and failures. The contractor shall arrange to attend the failure within 24 Hrs of intimation in case of warranty failure. Failing which suitable penalty shall be imposed and recovered from the security deposit.

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14. Manpower and Qualification:

14.1. The contractor has to engage adequate manpower to complete the work satisfactorily as per terms and conditions of the contract within the specified time.

14.2. Qualification for fitters: Fitters having matriculation with NCVT/SCVT ITI Certification & with 02 year experience or Act apprentice trained and certified in the fitter trade by any railway unit, Government, Semi government or PSU in manufacturing or fabrication industry.

14.3. Qualification for welders: Welders must be having following qualification: ([Ref: Railway Board's letter No. 2025/M\(W\)1/814 \(6\) Dt. 24.03.2025](#))

A. Qualification Standards (For fusion welding of steel) :

- Welders must be qualified according to ISO: 9606-1 2017 (or latest) OR IS 7310 (Part-I): 2019 (or latest) for fusion welding of steel as per approved welding Procedure Specification (WPS) which includes material type, thickness, joint type, welding position, welding process and consumables.

AND

B. Educational and Training Requirements :

- Matriculation/SSLC plus ITI certification from a recognized institute (NCVT/SCVT) in the welder trade.

OR

- Act apprentices trained and certified in the welder trade by any Railway unit, Government, Semi government or PSU Unit.

C. Competency test by railway unit: Railways shall conduct competency test at their premises on the welders engaged for outsourced work to verify their skills by taking trial test on at least 2 sample pieces at the cost of the Railways and if the trial is found satisfactory, Competency certificate will be issued by respective officer/SSE (incharge). In case a competency test trial of the welder is found to be unsatisfactory, cost of the test shall be borne by the contractor.

D. The validity and process of renewal of competency certificate would be as defined in ISO 9606-1: 2017 and IS 7310 (Part 1)-2019 Para 9.

E. Manpower shall only be allowed only after approval of Engineer-in-charge or his/her authorised representative.

14.4. Staff should work between 7:30 AM to 16:30 PM depending upon the availability of Springs. Staff should be booked in Holidays also, if required.

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- 14.5. Contractor staff behavior should be decent and co-operative. If any problems arise, they should be immediately brought to the notice of SSE/BL/MX. The decision of the Controlling Officer is final in these issues.
- 14.6. The Contractor has to engage workmen within the age group of 18 to 50 only. Copy of AADHAAR cards of employees engaged by Contractor should be submitted before engagement of workman.
- 14.7. The contractor staff has to be supplied with ID cards to enter into the Workshop.
- 14.8. The contractor shall ensure that no staff having a past criminal record is deployed in this contractual work.
- 14.9. The contractor shall ensure deployment of the same workmen continuously throughout the contract period. However, in unavoidable circumstances, change of staff may be permitted with prior approval of the Engineer-in-Charge and with proper justification. The charges for the competency test of welders, if required, shall be borne by the contractor only.
- 14.10. The contractors shall adhere to stipulations in regard to eligibility of labour to be employed as laid down by the state Govt./Labour commissioner including payment of wages as per Govt. Rules.

15. Penalty:

- 15.1 If the contractor fails to start the work within the 15 days after issue of LoA a penalty of Rs. 1000/- per day shall be imposed.
- 15.2 If the contractor fails to arrange tools and equipment, stipulated in the clause No. 10.2 of scope of work and special technical conditions, duly approved by site-in-charge, within 02 weeks, from the date of issue of LoA, a penalty of Rs. 500/-per day shall be imposed.
- 15.3 If the contractor fails to complete the work offered on a daily basis, a penalty of Rs. 2000/- per coach shall be imposed. In case of absence of contractor staff, railways reserve the right to undertake the work by departmental staff.
- 15.4 Any unauthorized act/deviation/shortcuts/Malpractice in the process shall attract a penalty of Rs. 1000/- per case.
- 15.5 If the work is found to be unsatisfactory at any stage, in case of bad workmanship resulting in rework, a penalty of Rs. 1000.00 (Rupees one thousand only) per coach will be imposed and deducted from the contractor's bill.
- 15.6 The contractor should ensure provision of Personal Protective Equipment to their staff engaged for this work. If any staff of the contractor is found working without PPEs, a penalty of Rs. 200.00 (Rupees Two hundred only) per staff per case shall be imposed.
- 15.7 The contractor should ensure provision of uniforms and identity cards to his staff engaged for this work. If any staff of the contractor is found working without uniform, a penalty of Rs. 100/- (Rupees Hundred only) per staff per working day will be imposed and for not showing identity card, a penalty of Rs. 50.00 (Rupees fifty only)
- 15.8 If improper housekeeping is observed during the inspection, a penalty of Rs. 250/- shall be imposed.
- 15.9 If the work gets delayed due to breakdown of contractor machinery, railways may undertake the work departmentally. A penalty of Rs.2000/- per coach shall be imposed on the contractor with no payment for the coach modified departmentally.

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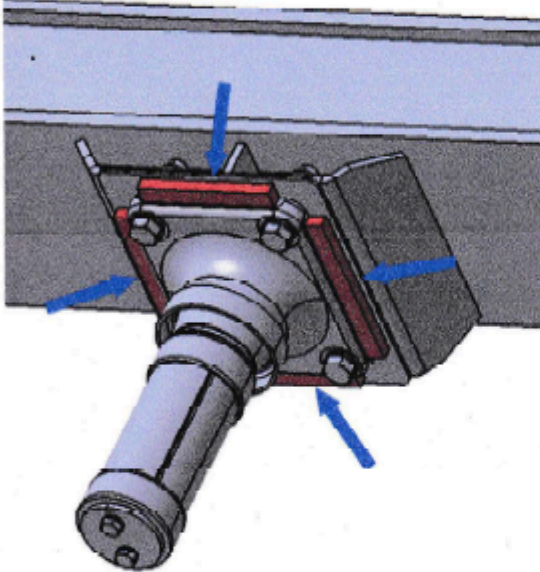
- 15.10 Misbehavior of contract staff shall cause a penalty of Rs. 500/- per case and can lead to termination of services of culprit contract staff.
- 15.11 Any adverse remarks by the officer shall attract a penalty of Rs.1000/- per case.
- 15.12 If the contractor fails to attend repair work during warranty Period as per warranty clause a penalty of Rs. 500/- per day shall be imposed.
- 15.13 If the contract staff found using railways Tools and plants without any authorization, a penalty of Rs. 1000/- per instance shall be imposed.
- 15.14 If any contractor staff found guilty of damaging railway property or causing injury to any railway staff A penalty of Rs. 10,000/- per instance and cost of damage shall be recovered from the contractor in addition to the penalty.
- 15.15 If any contract staff found in the intoxicating state, under influence of alcohol, drugs etc. found smoking in the railway premises, a penalty of Rs. 5000/- per instance shall be imposed on the contractor and deployment of guilty staff shall be liable to be terminated.

Procedure for replacement of CP pin bolt in 20t bogies provided with single piece short forged design CP pins

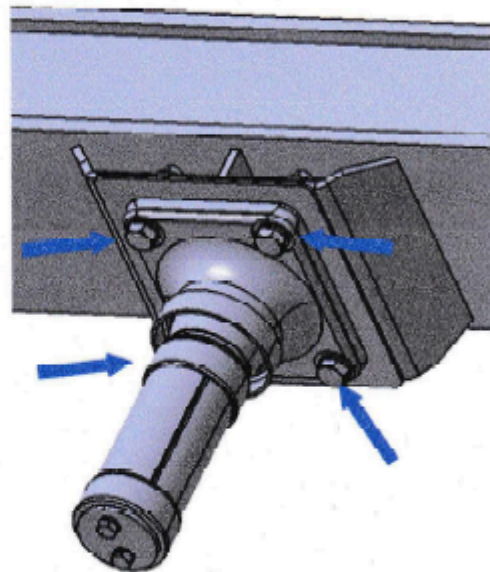
1. This procedure is applicable for replacement of failed bolts of CP pin in EMU bogies.
2. Lift the coach from both the bogies simultaneously. One side lifting / lifting from one end / lifting from one bogie only shall be strictly avoided.

Removal of CP pin

3. Using suitable cutter wheel cut weldment of shear blocks with body bolster and remove all four shear blocks. Gas cutting shall be avoided. During cutting, take care to avoid damage to body bolster and CP pin.



Removal of shear blocks

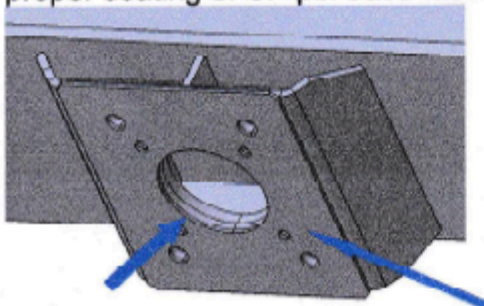


Removal of bolt, nut & CP pin

4. Suitable support CP pin, unscrew all four bolt and nuts. Remove CP pin from car body.

Checking of body bolster

5. Ensure CP pin base is free from any burrs and clean. If necessary, ground the remaining weldments to make the surface even & smooth.
6. Ensure entry chamfer of 3x45° in Ø150 hole of body bolster. If necessary, suitably grind using pencil grinder to achieve entry chamfer of 3x45°. Entry chamfer is essential to get proper seating of CP pin base with body bolster.

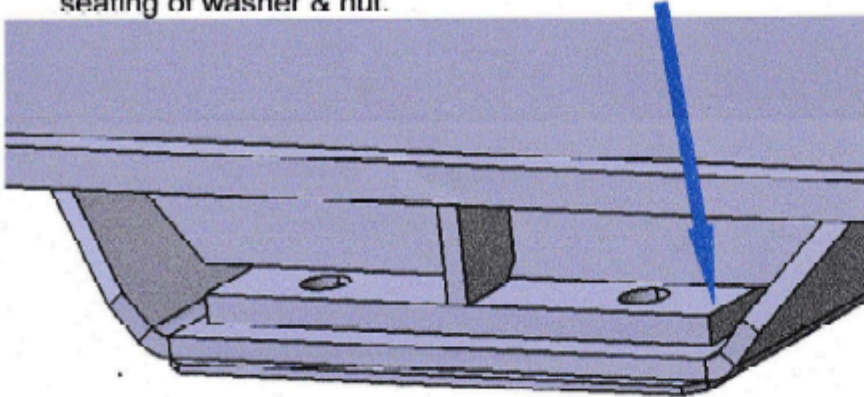


Ensure entry chamfer of 3x45°

Ensure this surface is clean, flat, even & smooth

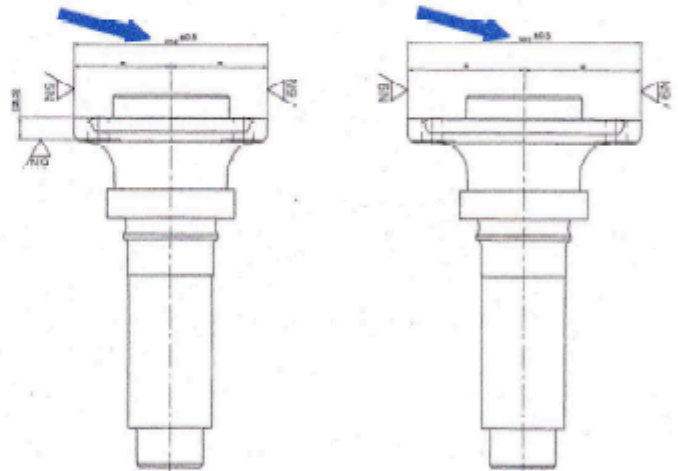
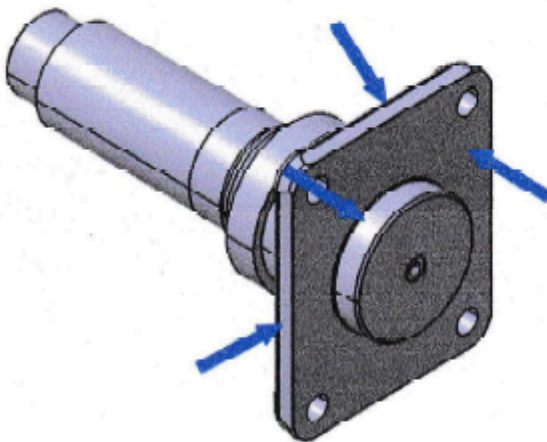
Tender No: EL90/MX/2026-27/02 (M)

7. Ensure all the four holes for bolts are clean without burrs. If needed, suitably deburr the holes. Similarly ensure the seating surface for washer and nut of CP pin bolts are clean & even. If necessary, suitably clean with wire brush & grind the weldment for proper & flat seating of washer & nut.



Checking of CP pin

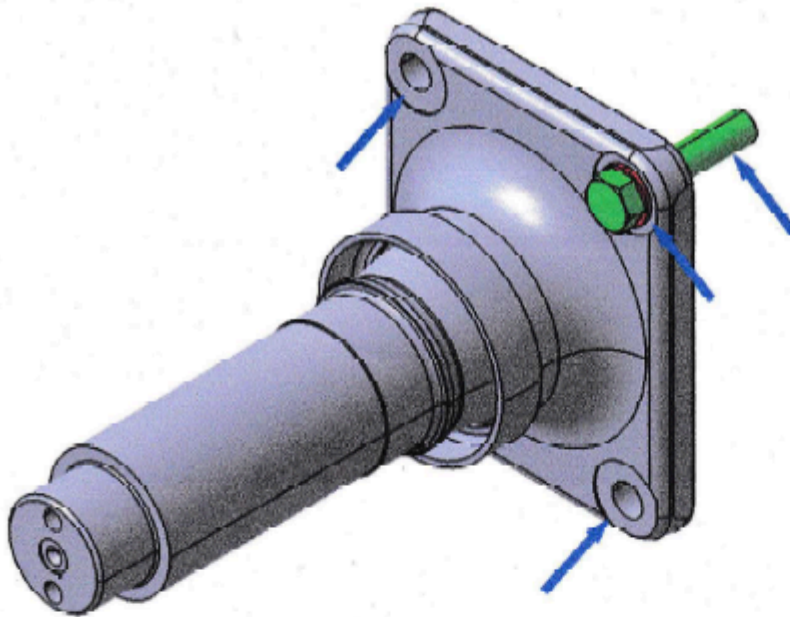
8. The CP pin already removed doesnot have machined surface at the base sides. Hence, fitment base of CP pin shall be suitably machined as shown in drawing No. 089-0-6-015 alt 'b' on all four sides. This is necessary to achieve proper fitment / butting with shear block. Ensure CP pin spigot & base engaging with body bolster are clean, flat, even & smooth.



9. Ensure all the four $\varnothing 26$ holes & spot faced area on CP pin are clean and without any burrs. If necessary, suitably deburr / grind.
10. Ensure spot facing and hole for bolt on CP pin are concentric. This can be checked by placing a M24 bolt along with washer (to ISO 7089-24-300HV) on each hole.

Washer shall sit properly without any gap on spot faced area. If necessary suitably machine / grind / file spot facing for proper seating of washer.

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Checking concentricity & adequacy of spot facing

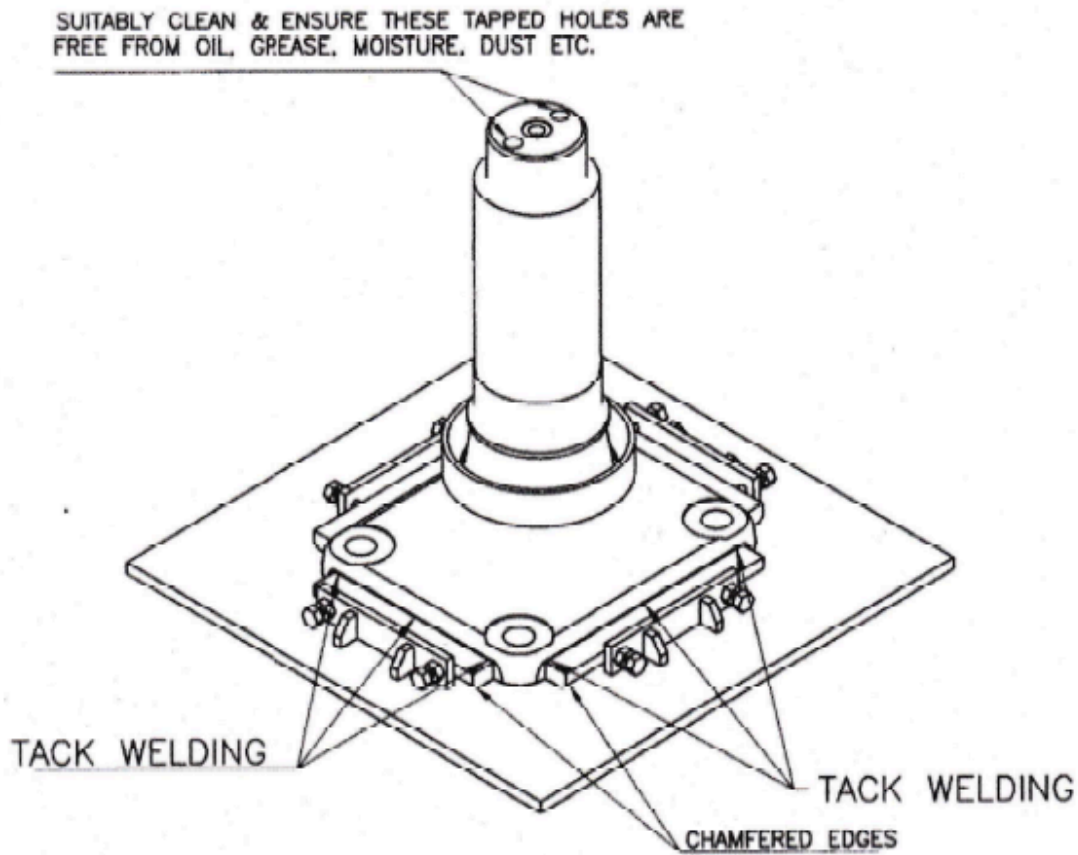
New items required for assembly

11. Prepare new shear blocks machined to drawing Nos. 089-0-6-020 / items-1 & 2 alt 'b'.
12. CP pin bolts shall be to drawing No. 329-0-6-008 alt 'd'.
13. Prepare - Tack welding fixture to drawing No. J&T/W-1551/01.

Tack welding of shear block with CP pin (refer stage-3 of drawing No. 329-0-6-022)

14. Ensure clean surfaces on tack welding fixture, & CP pin.
15. Place the CP pin upside down on the tack welding fixture and ensure perfect seating of CP pin.
16. Place shear blocks on the tack welding fixture at correct locations and by adjusting fixing screws,
 - a) Ensure all the shear blocks are perfectly butted against the machined surface of CP pin base.
 - b) Ensure the bottom side of all four shear blocks seating on the fixture surface.
 - c) Also ensure chamfered edges of shear blocks with CP pin base are on outside (for welding after assembly with body bolster).
17. Do the tack welding on all shear blocks with CP pin base and allow it cool completely.
18. Unclamp the screws and remove the CP pin from tack welding fixture.

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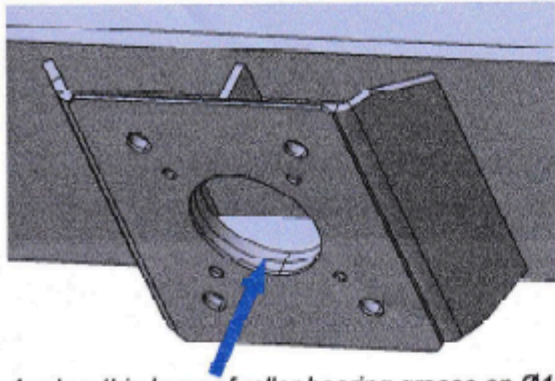


Tack welding of shear block with CP pin

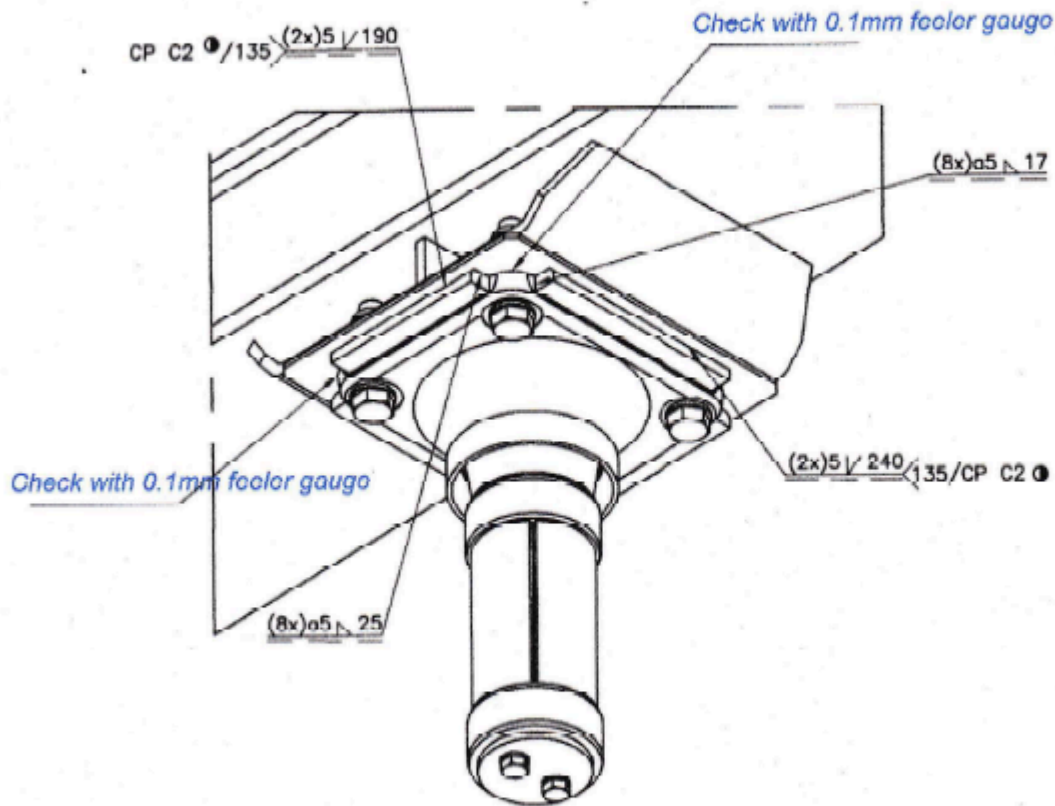
Assembly of CP pin with body bolster

19. Apply a thin layer of roller bearing grease (IOC-Servogem RR3 or similar) on Ø150 ID of body bolster.
20. Assemble the CP pin (duly tack welded with shear blocks) with body bolster using hex. head bolts to drawing No. 329-0-6-008 alt 'd'. Use washers to ISO 7089-24-300HV in place of washer to M24-A IS: 6649.
21. Sequence of tightening shall be diagonally opposite locations. After tightening torque (66 kgf-m) application, check & ensure no clearance in between CP pin bottom base & body bolster using 0.1mm feeler gauge on all side of CP pin.
22. After ensuring above, full welding shall be carried out on all shear blocks with body bolster. Suitable weld sequence shall be followed to avoid any clearance between CP pin base & body bolster. Welders qualified for over head welding shall be employed.
23. Suitably clean the weldment. Apply ROZ primer on shear block, CP pin & body bolster exposed areas.
24. After drying of the paint, suitably mark with permanent marker or paint (a strip) (with contrast & bright colour) on bolt / nut face, washer and part. This is necessary for inspection / verification / checking in service.
25. Replacement of CP pin bolt is now complete.

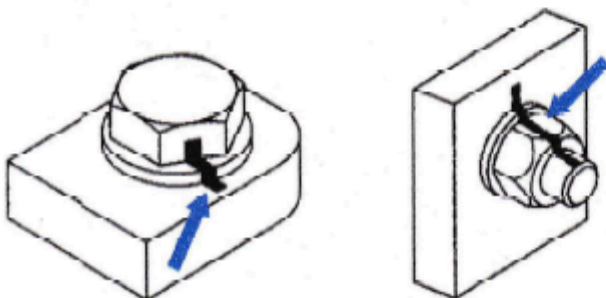
Tender No: EL90/MX/2026-27/02 (M)



Apply a thin layer of roller bearing grease on Ø150 ID



Assembly of CP pin with body bolster



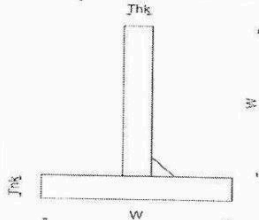
Marking on bolt head & nut with permanent marker or paint strip

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WELDING PROCEDURE SPECIFICATION (WPS)
(As per EN / ISO 15609-1)

Welding procedure specification: 111 (SMAW)	Method of preparation & Cleaning: Machining, grinding, wire brush
WPS No: WPS/MX/MS /12/T	Parent Metal Designation : IRSM 2062
Manufacturer : EMU Workshop, Mahalaxmi, WR	Material Thickness (mm) : 12 mm
Mode of Metal Transfer : Fusion	Outside diameter (mm) : NA
Joint Type and Weld Type : Fillet	Welding position : PD (Horizontal Overhead)

Weld preparation details (Sketch):

Joint design	Welding sequence
 <p>NOTE: W = 150 mm, Thk = 12 mm, Length = 350 mm</p> <p align="center">TEST PIECE FOR FILLET WELD JOINT</p>	<ol style="list-style-type: none"> 1. Cleaning of base metal 2. Edge Preparation 3. Tack Welding 4. Route Run 5. Full Run Welding 6. Cleaning of weld joint

Welding Details:

Layer	Run	Welding Process	Size of filler metal Ø in mm	Current (amps) A	Voltage (volts) V	Type of current/ Polarity	Wire Feed speed	Run out Length/ Travel speed (mm/min)	Heat input (KJ/mm)
2	2	111	3.15	90-120	18-25	DCRP	NA	80-100	1.21 -1.8
			4	110-170					1.48 -2.55

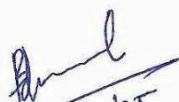
1	Filler material designation	ER4112 as per IS:814-2004, AWS:E6013			
2	Any Special Baking or Drying:	110 °C For 30 Min		Other Information E. g.	
3	Gas / flux:	NA	10	(Weaving, max width of run)	NA
	Shielding :	NA	11	Oscillation Amplitude,	NA
	Shielding Gas :	NA	12	Frequency dwell time	NA
	Gas Flow Rate:	NA	13	Pulse Welding details	NA
	Backing :	NA	14	Distance contact tube / work piece (mm)	NA
4	Backing (Weld Specimen) :	No	15	Plasma welding details :	NA
5	Tungsten Electrode / size	NA	16	Holder Angle (Degree)	70°-90°
6	Details of Back gouging / backing	NA	17	Pre-heat maintenance temperature:	NA
7	Pre-Heat temperature	NA	18	Post weld heat treatment or aging:	NA
8	Inter-pass Temperature	150°C Max		Time, temperature, method:	
9	Post Heating	NA		Heating & cooling time:	

Manufacturer Name: EMU Workshop, Mahalaxmi, WR.

Approved by:

Signature:

Date:



Tenderer's Signature

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Annexure-R

Format for record of work measurement**Name of work:** Modification of center pivot fixing arrangement in 3-Phase EMU coaches.

Contract No.....

Name of Firm.....

Coach No.....Date of offering- Date of completion-.....

Sr.No	coach no	Satisfactory Y/N	Remarks
1	Removal of Central pivot (CP) pin		
2	Tack welding of shear block with CP pin		
3	Assembly of CP pin with body bolster		
4	Application of primer and paint on exposed areas		
5	Marking with fluorescent paste		
6	Overall work performance		
Delay Days: Penalty:			

SSE/Bogie/MX

Contractor

—END OF DOCUMENT—