



## **Request for Proposal**

for

**Operation and Maintenance**

of

**Dabhoi Workshop (ELW/DB) and  
Maintenance of 3 phase Locomotive (POH  
of WAP7 and WAG9, IOH of Motorized  
Bogie of CO-CO type, IOH of Traction  
Motor of 6FRA 6068 type) for a period of  
18 years.**



**Ministry of Railways  
Government of India**

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## **Request for Proposal (RFP)**

**Office of CWM/Dabhoi, Electric Loco Workshop, Dabhoi,  
Vadodara Western Railway**

NOTICE INVITING BID

Bid/Package No. **ELWDB2526LOCOPOH06R**

Dated **30.06.2026**

**Project: RFP for Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years.**

The President of India, represented by Ministry of Railways, **“Sr.DEE/ELW/Dabhoi”** having its principal office **at PCEE office, Churchgate, Mumbai**, is engaged in the development of Railways and related infrastructure, and as part of this endeavor, **Sr.DEE/ELW/Dabhoi** has decided to undertake Operation and Maintenance of **Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years** through single stage two packet bidding system and has decided to carry out the Bidding process for selection of a Railway PSU (the **“Bidder”**) to whom the Project may be awarded. A brief description of the Project may be seen in the Information Memorandum of the Project at the Authority’s website ([www.ireps.gov.in](http://www.ireps.gov.in)) Brief particulars of the Project are as follows:

**“Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years”** by the selected bidder over Indian Railways on the basis of a long term operation and maintenance contract”.

The complete Bid Document can be viewed/downloaded from official portal of the Railway website <https://ireps.gov.in> from **30/06/2026 to 09/09/2026 (upto 11.00 Hrs. IST)**. Bidder must submit its Financial Bid and Technical Bid at <https://ireps.gov.in> on or before upto **09/09/2026, 11.00 hours IST**. Bids received online shall be opened on **16/09/2026 at 11.00 hours IST**.

Bid submitted through any other mode shall not be entertained. However, Power of Attorney and other relevant documents indicated in the RFP shall be submitted physically by the Bidder on or before **14/09/2026 at 11.00 hours IST**. Please note that the *Executive Agency* reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

For further details please contact:

**Sr.DEE/Dabhoi**

Electric Loco Workshop/Dabhoi,

Western Railways,

Ministry of Railways,

Contact No. : 9724091311

Email : [cele@wr.railnet.gov.in](mailto:cele@wr.railnet.gov.in) or [pohworkshopdabhoi@gmail.com](mailto:pohworkshopdabhoi@gmail.com)

Website : [www.ireps.gov.in](http://www.ireps.gov.in)

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder(s) under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **GLOSSARY**

<b>Agreement</b>	As defined in Clause 1.1.2
<b>Authority</b>	As defined in Clause 1.1.1
<b>Associate</b>	As defined in Clause 2.2.10
<b>Bank Guarantee</b>	As defined in Clause 2.25.1
<b>Bid(s)</b>	As defined in Clause 1.2.1
<b>Bidder</b>	As defined in Clause 1.1.1
<b>Bidding Documents</b>	As defined in Clause 1.1.5
<b>Bid Due Date</b>	As defined in Clause 1.1.5
<b>Bid Price</b>	As defined in Clause 1.2.7
<b>Bidding Process</b>	As defined in Clause 1.2.1
<b>Bid Security</b>	As defined in Clause 1.2.5
<b>Conflict of Interest</b>	As defined in Clause 2.2.1(c)
<b>Damages</b>	As defined in Clause 2.2.1.(c)
<b>Demand Draft</b>	As defined in Clause 2.25.2
<b>Financial Bid</b>	As defined in Clause 1.2.1
<b>Financial Capacity</b>	As defined in Clause 2.2.2(B)
<b>First round of bidding</b>	As defined in Clause 3.4.4
<b>GOI/Government</b>	Government of India as defined in Clause 1.2.2
<b>LOA or Letter of Award</b>	As defined in Clause 3.4.6
<b>Locomotive</b>	As defined in Clause 1.1.1
<b>Lowest Bidder</b>	As defined in Clause 1.2.7
<b>Maintenance Period</b>	As defined in Clause 1.1.1
<b>Performance Security</b>	As defined in Clause 1.2.5
<b>Official Website</b>	As defined in Clause 2.1.5
<b>Project</b>	As defined in Clause 1.1.1
<b>Propulsion System</b>	Set of Traction Converters, auxiliary converters and vehicle electronics employing IGBT Technology.
<b>Qualification</b>	As defined in Clause 1.2.1
<b>Re. or Rs. or INR</b>	Indian Rupee
<b>RFP or Request for Proposal</b>	As defined in the Disclaimer
<b>Second round of bidding</b>	As defined in Clause 3.4.4.

<b>Selected Bidder</b>	As defined in Clause 3.4.2
<b>Technical Bid</b>	As defined in Clause 1.2.1
<b>Technical Capacity</b>	As defined in Clause 2.2.2 (a)
<b>Third round of bidding</b>	As defined in Clause 3.4.5.
<b>Tie-Bidders</b>	As defined in Clause 3.4.3
<b>Train Sets</b>	Train set, with a speed capacity of 130 km/h or more

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



## 1. INTRODUCTION

### 1.1 Background

- 1.1.1 The President of India, represented by Ministry of Railways, **Sr.DEE/ELW/Dabhoi** (The "Authority") , having its principal office at **PCEE office, Churchgate, Mumbai**. The Authority has decided to carry out Operation and Maintenance of **Electric loco Workshop, Dabhoi and POH of three phase locomotives along with IOH of Motorized Bogie and Traction Motor at Dabhoi, Western railway** through single stage two packet bidding process for selection of a Railway PSU (the "Bidder") to whom the Project may be awarded. A brief description of the Project may be seen in the Information Memorandum of the Project at the Railway website [www.ireps.gov.in](http://www.ireps.gov.in). Brief indicative particulars of the Project are as follows:

"Operation and Maintenance of **Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years [extendable up to 4 years with competent authority approval]** by the selected bidder over Indian Railways on the basis of a long-term operation and maintenance contract".

- 1.1.2 The Railway PSU shall discharge their obligations under and in accordance with the provisions of the operation and maintenance agreement (the "**Agreement**") to be entered into between the {Selected Bidder} and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- 1.1.3 The scope of work will broadly include up-gradation of the available existing infrastructure/facilities and development of additional infrastructure/facilities to meet the requirement as per Agreement, **at the Electric loco Workshop, Dabhoi**.
- 1.1.4 The indicative cost of the up-gradation of the available existing infrastructure/facilities and development of additional infrastructure/facilities to meet the requirement as per Agreement **at Electric loco workshop, Dabhoi is equal to the average price of 05 (five) locomotives (Average of WAP7 & WAG9 loco price) for Workshop** as defined in clause 1.2.7. The assessment of actual costs, however, will have to be made by the Bidders.
- 1.1.5 The Authority (**Sr.DEE/ELW/Dabhoi**) shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Selected Bidder set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.
- 1.1.7 The Agreement sets forth the detailed terms and conditions for maintenance of Locomotives by the selected bidder, including the scope of the Selected Bidder's services and obligations.

## 1.2 Brief description of Bidding Process

- 1.2.1 The Authority (**Sr.DEE/ELW/Dabhoi**) has adopted a single stage two packet bidding process (collectively referred to as the "**Bidding Process**") for selection of the Railway PSU to execute the Project. The 1<sup>st</sup> part (the "**Technical Bid**") of the process involves eligibility & qualification (the "**Qualification**") of the Bidders who submit the Bid (the "**Bidder**") in accordance with the provisions of this RFP. The 2<sup>nd</sup> part of the process involves opening of financial proposals as per the provisions of this RFP (the "**Financial Bid**") of the Bidders who qualified in the Technical Bid. The Technical Bid and the Financial Bid shall collectively be referred as Bid (the "**Bid**"). The Bidder would be required to furnish all information specified in this RFP. The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.
- 1.2.2 Government of India (the "**GOI**") has issued guidelines (see *Appendix VII*) for qualification of Bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify a Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to Bid, and should give an undertaking to this effect in the form at Appendix-I.
- 1.2.3 At the Qualification stage, the Technical Bids of the Bidder(s) would be evaluated and only those Bidders that are qualified by the Authority shall be eligible for the 2<sup>nd</sup> part of the Bidding Process comprising opening and evaluation of their Financial Bids.
- 1.2.4 As part of the Bidding Documents, the Authority will provide a draft Agreement and other information pertaining/relevant to the Project available with it. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP, will be deemed to form part of the Bidding Documents.
- 1.2.5 A Bidder is required to deposit, along with its Bid, a bid security **of Rs. 92,16,00,800.00/- (Rupees Ninety Two Crore Sixteen Lakhs Eight Hundred) INR** refundable not later than 200 (two hundred) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security (the "**Performance Security**") under the Agreement. The Bidders will have an option to provide Bid Security through e-payment Gateway on the Official Website of Authority or in the form of a Demand Draft or a Bank Guarantee acceptable to the Authority in the format provided at Appendix-IV. In case a Bank Guarantee is provided, its validity shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Where a Demand Draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purposes of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.6 Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.
- 1.2.7
- (A) Bids are invited for the Operation and Maintenance of **Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years**. Bidders shall quote the maintenance fee as a percentage above or

below the maintenance fee as mentioned in table below in Clause 1.2.7 (B) & 1.2.7 (C).

- (B) **The Locomotive Price for WAP-7 is Rs 10.59/- Cr (Rupees Ten Crore Fifty Nine Lakh), for WAG9/9H/9HH is Rs 9.54/- Cr (Rupees Nine Crore Fifty Four lakh only) (average latest (2024-25) manufacturing unit cost of concerned locomotives published by Production Units i.e. CLW, BLW & PLW as Locomotive Price in this Clause). The annual maintenance fee fixed for complete codal life of 35 (Thirty Five) years of locomotives in terms of percentage of Locomotive Price is as under:**

**POH activity performed in Workshop- applicable(Maintenance fees calculated as per RB letter No. 2024/Elect(TRS)/720/1(Model Doc) dt 10.12.2025)**

Age of the Locomotive	Maintenance Fee as % (per cent) of Locomotive Price (Bid Price) of WAG9/WAG9H/ WAG9HH	Maintenance Fee as % (per cent) of Locomotive Price (Bid Price) of WAP7
1	-	-
2	-	-
3	-	-
4	-	-
5	-	-
6	-	-
7	-	-
8	-	-
9	-	<b>19.00</b>
10	-	-
11	-	-
12	-	-
13	-	-
14	-	-
15	-	-
16	-	-
17	-	-
18	<b>24.04</b>	<b>24.04</b>
19	-	-
20	-	-
21	-	-
22	-	-
23	-	-
24	-	-
25	-	-
26	-	-
27	-	<b>19.00</b>
28	-	-
29	-	-
30	-	-
31	-	-
32	-	-
33	-	-
34	-	-
35	-	-

}

- (C) For Other Maintenance activity of IOH, Maintenance Fee % of average locomotive price as below :

SN	Description	% of average Locomotive price (as per clause 1.2.7(B))
1	Overhauling of Motorised Bogie (IOH schedule) of Co-Co type.	4.31
2	Overhauling (IOH) of a Traction Motor of 6FRA 6068 type.	0.32
3	Conditional basis Replacement of DE & NDE End frame with its components during IOH of Traction Motor of 6FRA 6068	0.13
4	Conditional basis Rewinding of Stator during IOH of Traction Motor of 6FRA 6068	0.99
5	Conditional basis Replacement of Rotor Bar during IOH of Traction Motor of 6FRA 6068	0.60
6	Conditional basis Rotor re-shafting during IOH of Traction Motor of 6FRA 6068	0.15

***The maintenance fee of the above activities in item (C) is taken in the tender schedule and estimate as per the % of average locomotive price of WAP-7 & WAG-9 locomotive i.e. Rs. 10.06/- Cr (Rupees Ten Crore Six Lakhs Only) as per above clause 1.2.7(B).***

The terms and conditions of maintenance shall be pre-determined, as indicated in the draft Agreement and Scope of work & Special Term and Condition of Contract forming part of the Bidding Documents. The Price shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the Lowest Price.

In this RFP, the term “**Lowest Bidder**” shall mean the Bidder who is offering the lowest Price.

1.2.8 Deleted.

1.2.9 Further and other details of the process to be followed in terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted in writing by speed post/courier/special messenger or by e-mail to the officer designated in Clause 2.13.5. The envelopes/communications shall clearly bear the following identification/ title:

***"Queries/Request for Additional Information: RFP for Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years"***

1.2.11 The Official Website is:

**<https://www.ireps.gov.in>**

Bidders are advised to visit this website regularly to keep them updated, for any changes/modifications related to this RFP.

**Table 1.2.11: Format for raising queries/additional information**

Sr. No.	Relevant clause/provision and page number of the RFP	Query in brief
1.		
2.		
3.		
4.		
5.		
6.		

### 1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

S.N.	Event Description	Date
1.	Notice Inviting Bid (NIB)	30/06/2026
2.	Last date for receiving queries	25/07/2026
3.	1 <sup>st</sup> Pre-Bid meeting at venue 1.4	25/07/2026
4.	Authority response to queries latest by	30/07/2026
7.	Last date of Request for Bid Document	09/09/2026, 11.00 hours IST
8.	Bid Due Date	09/09/2026, 11.00 hours IST
9.	Physical Submission of all documents listed in clause no. 2.13.4 on or before	14/09/2026, 11.00 hours IST
10.	Opening of Technical Bids at venue 1.4	16/09/2026, 11.00 hours IST
11.	Declaration of eligible/qualified Bidders	Will be intimated during bidding process
12.	Opening of Financial Bid	Will be intimated during bidding process
13.	Return of signed duplicate copy of LOA	Within 7 days of LOA issue
14.	Validity of Bid	180 days from Bid Due Date
15.	Submission of Performance and Additional Performance Security, if any	Within 30 days of issue of LOA
16.	Signing of Agreement	Within 60 days of receipt of LOA

### 1.4 Pre-Bid Conference

Pre-Bid conferences shall be held on the dates indicated in Clause 1.3. The time and Venue of the Pre-Bid Conferences shall be:

**Time:** 11:00 hours

**Venue:** CWM Office, Electric Loco Workshop/Dabhoi, Dabhoi, Vadodara, Gujarat

Pre-Bid Conference may also be conducted through virtual mode at the discretion of the Authority.

## 2 INSTRUCTIONS TO BIDDERS

### A. GENERAL

#### 2.1 Scope of Bid

- 2.1.1 In connection with the **Notice Inviting Bids (NIB)** published on 30/06/2026, the Authority issues this RFP for the Project, **Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type)** over a period of **18 (eighteen)** years as specified in the Agreement. The Authority wishes to receive Bids under this RFP from Bidders possessing the requisite experience and capabilities required to undertake the Project as provided in this RFP. No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid.
- 2.1.2 Not Used
- 2.1.3 The details of the Project are being provided only as a preliminary reference to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained herein shall be binding on the Authority nor confer any rights on the Bidders. The Authority shall have no liability whatsoever in relation to or arising out of such details.
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 2.1.5 The Technical Bid shall be furnished in the format exactly as per Appendix-I alongwith respective enclosures as per eligibility specified in the technical capacity Clause 2.2.2, duly signed by the Bidder's authorised signatory. The Bid Price shall consist of the price to be quoted by the Bidder, as per the terms and conditions of this RFP and the provisions of the Agreement. The Bid Price shall be quoted online at the e-procurement platform of the Authority at [<https://www.ireps.gov.in> (the 'Official Website')] and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.6 The Bidder shall deposit a Bid Security of **Rs. 92,16,00,800.00/- (Rupees Ninety Two Crore Sixteen Lakhs Eight Hundred) INR** in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either through e-payment gateway available on the Official Website or as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-IV.
- 2.1.7 The validity period of the Bank Guarantee shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. Where a Demand Draft is provided, its validity shall not be less than 80 (eighty) days from the Bid Due Date for the purpose of encashment thereof by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 200 (two hundred) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement.

- 2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.11 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders, the Bid, any document or any information provided along therewith.

## 2.2 Eligibility of Bidders

- 2.2.1 For determining the eligibility of Bidders for submission of Bids hereunder, the following shall apply:
- (a) The Bidder may be a single entity to implement the Project. However, no Bidder can be Member of another Bidder.
  - (b) The Bidder must be a Railway PSU.
  - (c) A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest affecting the Bidding Process if:
    - i. the Bidder, its Member or Associate(or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest or
    - ii. a Bidder or any constituent of such Bidder is also a constituent of another Bidder; or
    - iii. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
    - iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
    - v. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
    - vi. such Bidder or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
  - (d) A Bidder shall be liable for disqualification and forfeiture of Bid Security or Performance Security, as the case may be, if any legal, financial or technical

adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder after issue of the LOA or execution of the Agreement for matters related to or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2 To be eligible for Qualification, a Bidder shall fulfil the following condition of eligibility:

**(A) TECHNICAL CAPACITY:**

The bidder should comply with either of the following clause No. 2.2.2.1 OR 2.2.2.2 to demonstrate the eligibility for Technical capacity.

{ 2.2.2.1 : Technical Capacity compliance of Major Equipment/Sub-system Overhauling:

To demonstrate technical capacity, the bidder shall submit all required compliance statements, supported by relevant documentation, shall be furnished as outlined below:

SN	Loco sub-system / Equipment overhauling in POH	Acceptable Technical Requirements/ Eligibility	Required item wise Compliances by the Bidder
1.	Traction Motor Overhauling	(a) OEMs of 3-phase Traction Motor of Electric loco as per UVAM portal. OR (b) Approved vendors of Conventional TM Repair/Rehabilitation as per UVAM portal. OR (c) Vendors qualifying 3-phase Traction Motor Overhauling Eligibility criteria furnished at SN (i) of Table EC-1 below. OR (d) Overhauling by the bidder by employing requisite experienced staff and supervision furnished at Para-33: 'Manpower eligibility' under 'Special Terms and	(a) Consent letter by any of the Qualified vendors. OR (b) Consent letter by any of the Qualified vendors. OR (c) Confirmation by the bidder to engage the Eligible vendor as per SN (i) of 'Table EC-1' below. OR (d) Confirmation by the bidder to engage the requisite qualified



		Conditions of the Contract' of Tender document Vol-3 and Procurement of material as per IR extant instructions (RB/RDSO/PU etc.)	staff.
2.	Bogie, Suspension, Brake rigging, CBC & Wheel Overhauling	<p>(a) OEMs of Fabricated Bogie of Electric loco as per UVAM portal. OR</p> <p>(b) CLW approved Vendors for Repair/ Rehabilitation of Fabricated Bogie frames on UVAM along with compliance for STR No. RDSO/2013/ EL/STR/0081 (Rev.0) Sept-2014 for Periodic Repair, Rehabilitation of Motorized Bogie Frames for 3-Phase Electric locomotives. OR</p> <p>(c) Overhauling by the bidder by employing requisite experienced staff and supervision furnished at Para-33: Manpower eligibility' under 'Special Terms and Conditions of the Contract' (Tender document Vol-3) and procurement of material as per IR extant instructions (RB/RDSO/PU etc.).</p>	<p>(a) Consent letter by any of the Qualified vendors. OR</p> <p>(b) Consent letter by any of the Qualified vendors. OR</p> <p>(c) Confirmation by the bidder to engage the requisite qualified staff.</p>
3.	Transformer overhauling	<p>(a) OEMs of 3-phase Loco transformer as per UVAM portal. OR</p> <p>(b) Vendors qualifying 3-phase Loco transformer overhauling eligibility criteria furnished at SN (ii) of Table EC-1 below. OR</p> <p>(c) Overhauling by the bidder by employing requisite experienced staff and supervision furnished at Para-33: Manpower eligibility' under 'Special Terms and Conditions of the Contract' of Tender document Vol-3 and procurement of material as per IR extant instructions (RB/RDSO/PU etc.)</p>	<p>(a) Consent letter by any of the Qualified vendors. OR</p> <p>(b) Confirmation by the bidder to engage the Eligible vendor as per SN (ii) of 'Table EC-1' below. OR</p> <p>(c) Confirmation by the bidder to engage the requisite qualified staff.</p>
4.	Auxiliary Machines Overhauling	<p>(a) OEMs of Auxiliary machines of 3-phase loco as per UVAM portal OR</p> <p>(b) CLW approved vendors on UVAM for Repair/ Rehabilitation of Auxiliary Machines (Item ID 2101186) as per RDSO STR: ELRS/STR/AUX/ 0014. OR</p> <p>(c) Overhauling by the bidder by employing requisite experienced</p>	<p>(a) Consent letter by any of the Qualified vendors. OR</p> <p>(b) Consent letter by any of the Qualified vendors. OR</p> <p>(c) Confirmation by the bidder to engage the requisite qualified</p>

		staff and supervision furnished at Para-33: Manpower eligibility' under 'Special Terms and Conditions of the Contract' of Tender document Vol-3 and procurement of material as per IR extant instructions (RB/RDSO/PU etc.)	staff.
5.	Brake System, Propulsion system including HLC, Compressors, Air Dryer, Pantograph & VCB	(a) Complete overhauling by respective OEM. OR (b) Procurement of entire overhauling components/ kits from respective OEM and overhauling by requisite experienced staff and supervision furnished at Para-33: Manpower eligibility' under 'Special Terms and Conditions of the Contract' of Tender document Vol-3.	(a) Consent letters by any of the Qualified vendors. OR (b) Confirmation by bidder to engage the requisite qualified staff

**Table EC-1**

The selected bidder shall comply with the following Eligibility criteria for vendors (other than those approved under UVAM) throughout the execution of the contract. Further, for each such contract awarded by the PSU, prior approval shall be obtained from the PCEE/CCG office through the Authorized WR Representative of Dabhoi Workshop before commencement of work.

SN	Loco sub-system/ Equipment overhauling in POH	Eligibility Criteria for Vendors (Other than Approved under UVAM)
(i)	Traction Motor Overhauling	<p>The firm must have successfully 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 invited by PSU:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender invited by PSU, OR (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender invited by PSU, OR (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender invited by PSU.</p> <p>The definition of the Similar nature of work is as under:  "Manufacturing/ Repair/ Rehabilitation/ Overhauling including rewinding of Stator AND/ OR Rotor of Traction Motor of Electric locomotives/ Diesel locomotives/ EMUs/ MEMUs/ DEMUs over Indian Railways". (Ref: PCEE/WR Office letter no EL-91/7/1(L) dtd 18.09.2025. This approval of 'Similar nature work definition' shall remain valid for a period of two years from the Appointed date. Thereafter, renewal of</p>

		<i>approval shall be obtained every two years from the PCEE/CCG office through the Authorized WR Representative of Dabhoi Workshop).</i>
(ii)	Transformer overhauling	<p>The firm must have successfully 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 invited by PSU:</p> <p>(i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender invited by PSU, OR (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender invited by PSU, OR (iii) One similar work costing not less than the amount equal to 60% of advertised value of the tender invited by PSU.</p> <p>The definition of the Similar nature of work is as under:  "Manufacturing/ Repair/ Reconditioning/ Rehabilitation of Main transformers of 3-Phase locomotives". (Ref: PCEE/WR Office letter no EL-91/L/1 dtd 02.05.2024. This approval of 'Similar nature work definition' shall remain valid for a period of two years from the Appointed date. Thereafter, renewal of approval shall be obtained every two years from the PCEE/CCG office through the Authorized WR Representative of Dabhoi Workshop).</p>

In this case, at least 40% (forty percent) of manpower deployed for Loco maintenance activities (apart from Housekeeping/Cleaning/Gardening staff/Security staff etc.), including supervisory staff, shall be on the roll of the Bidder (Railway PSU), except where the overhauling is carried out by the Bidder itself.

Bidders (Railway PSUs) shall submit compliance on all of the above. The bidder shall ensure the compliance of the above during execution as well.}

OR

{2.2.2.2 : Technical Capacity compliance of Electrical and Mechanical system:

**a) Electrical System:**

For demonstrating technical capacity in Electrical System, the Bidder shall, over the past 7 (seven) financial years preceding the Bid Due Date, have:

Designed, Manufactured and supplied Propulsion Systems for at least for 50 (fifty) electric Railway Locomotives/ EMUs/ MEMUs/DMUs/Train Sets of 3000 hp or above;

Or

Designed, Manufactured and supplied at least 50 (fifty) electric Railway Locomotives / EMUs / MEMUs / DMUs / Train Sets of 3000 hp or above;

Or

Maintained the Propulsion Systems of at least for 50 electric Railway Locomotives / EMUs / MEMUs / DMUs / Train Sets of 3000 hp or above;

Or

Maintained at least 50 (fifty) electric Railway Locomotives/EMUs/MEMUs/DMUs/Train Sets of 3000 hp or above.

**b) Mechanical System:**

For demonstrating technical capacity in Mechanical System, the Bidder shall, over the past (seven) financial years preceding the Bid Due Date, have:

Designed, Manufactured and supplied Car Body Shell (CBS) for at least 50 (fifty) Railway Locomotives/ EMUs/ MEMUs/ DMUs/ Train Sets of 3000 hp or above;

Or

Designed, Manufactured and supplied Bogies (Co-Co and/or Bo-Bo) for at least 50 (fifty) Railway Locomotives/ EMUs/ MEMUs/ DMUs/ Train Sets of 3000 hp or above;

Or

Maintained the Car Body Shell (CBS) for at least 50 (fifty) Railway Locomotives / EMUs / MEMUs / DMUs / Train Setsof 3000 hp or above.

Or

Maintained the Bogies (Co-Co and/or Bo-Bo) for at least 50 (fifty) Railway Locomotives / EMUs / MEMUs / DMUs/ Train Sets of 3000 hp or above.

**c)** In case Bidders itself does not meet the criteria of Technical Capacity as required in para (a) and para (b) above, then they can engage not more than 2(two) specialist sub-contractors who meet the Technical Capacity as required under the para (a) & para (b) and in such case, at least 25%(twenty five percent) of manpower deployed for Loco maintenance activities (apart from Housekeeping/Cleaning/Gardening staff/Security staff etc.), including supervisory staff, shall be on the roll of the Bidder. The PSU shall select the specialist sub-contractors by following the proper guidelines as prescribed by the Government from time to time. }

**2.2.2.3** The Bidder may maintain the Propulsion System, Brake System, Main Transformer, Pantograph, Traction Motor, Hotel Load Converter or other major components itself or through Original Equipment Manufacturer (OEM) thereof.

**(B) Financial Capacity:**

The Bidder shall have a minimum Annual Turn Over of Rs. 200,00,00,000/- (two hundred crore) in any 2 (two) years out of the last 5 (five) financial years preceding the bid opening date (the “**Financial Capacity**”).

**2.2.3 Maintenance Experience:** The Bidder shall undertake the maintenance of the Locomotives and/or its sub-systems / equipment either by itself or through engagement of a specialist sub-contractor or OEM / Approved Vendor, and/or ‘Eligible Vendor as per Table EC-1’ in accordance with Clause 2.2.2 (A) of RFP.

In case the Bidder proposes to engage a specialist sub-contractor, OEM, Approved Vendor, or Eligible Vendor for undertaking maintenance of the Locomotives/sub-systems/equipment, the Bidder shall submit a Consent Letter and/or Confirmation Letter from such entity, having the requisite experience, proposed to be engaged for maintenance. Failure to submit such Consent / Confirmation Letter shall render the Bid non-responsive, notwithstanding the Bidder meeting other qualification criteria.

The Bidder shall submit details of experience as under:

(a) In case of OEM / Approved Vendor / Eligible Vendor / Own Arrangement:

The Bidder shall furnish: Details in accordance with Clause 2.2.2.1, as per formats prescribed at:

Annex-X of Appendix-I : Consent Letter from the concerned OEM / Approved Vendor  
Or/and

Annex-XI of Appendix-I : Confirmation Letter for Eligible Vendor as per Table EC-1/  
Bidder proposes to undertake the work through its own resources

- (b) In case of Specialist Sub-Contractor as per clause 2.2.2.2: The Bidder shall furnish:
- i) Details of experience of the Specialist Sub-Contractor in accordance with Clause 2.2.2.2, as per formats prescribed at:
    - Annex-V(A)
    - Annex-V(B)
    - Annex-VI of Appendix-I
  - ii) A Consent Letter from the Specialist Sub-Contractor(s) as per the format prescribed at Appendix-VIII.

- 2.2.4 The Bidders shall enclose with its bid, to be submitted as per the format at Appendix- I, complete with its respective Annexes.
- 2.2.5 The Bidder shall submit the annual turnover for last 5 (five) financial years preceding to the financial years of Bid Due Date in the format Annex-II of Appendix-I. Bidder shall submit the Annual Reports for the above financial years claiming turn overs.
- 2.2.6 The Bidder should submit a Power of Attorney as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder.
- 2.2.7 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT or otherwise), and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid, either individually or as member of a Consortium/Joint Venture.
- 2.2.8 A Bidder, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder,. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.9 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.
- 2.2.9 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2, the Technical Capacity/Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder a person who controls, is controlled by, or is under the common control with such Bidder may be (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a

person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

2.2.10 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) information supplied by a Bidder must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
- (c) in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause 2.2.2 above;
- (d) Deleted

2.2.11 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 7 (seven) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bidder under, mean the accounting year followed by the Bidder in the course of its normal business.

2.2.12 This RFP is not transferable.

2.2.13 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

## **2.3 Deleted**

2.3.1 Deleted

2.3.2 Deleted

## **2.4 Number of Bids and costs thereof**

2.4.1 No Bidder shall submit more than one Bid for the Project.

2.4.2 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

## **2.5 Site visit and verification of information**

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

## **2.6 Acknowledgement by Bidder**

2.6.1 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents, Schedules annexed to draft Agreement;

- (b) received all relevant information requested from the Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove as may be necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Selected Bidder;
- (f) acknowledged that it does not have a Conflict of Interest; and
- (g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

## **2.7 Right to accept and reject any or all Bids**

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Bid if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response may lead to the disqualification of the Bidder.

2.7.3 If disqualification/rejection of a Bidder occurs after the Bids have been opened and the Lowest Bidder gets disqualified/rejected, then the Authority reserves the right to:

- (a) invite the remaining Bidders to match the Lowest Bidder and submit their Financial Bids in accordance with the RFP; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.4 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Selected Bidder either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has

already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder/, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement, or otherwise.

- 2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- 2.7.6 The Authority may, in its sole discretion and on grounds of reciprocity, disqualify a Bidder, if any or all of its constituents are entities incorporated in a country where an entity incorporated in India does not have similar rights of bidding for contracts contemplated hereunder.

## **B. DOCUMENT**

### **2.8 Contents of the RFP**

- 2.8.1 This RFP comprises the Disclaimer set forth herein above, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

#### **Invitation for Bids**

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Criteria for Evaluation
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

#### **Appendices**

- I. Letter comprising the Technical Bid
- II. Power of Attorney for signing of Bid
- III. Deleted
- IV. Bank Guarantee for Bid Security
- V. Deleted
- VI. Letter comprising the Financial Bid – Not Used.
- VII. Guidelines of the Department of Disinvestment
- VIII. Consent Letter from the Entity Proposed for Maintenance
- X. Order (Public Procurement No.1) of Ministry of Finance, Deptt. of Expenditure Public Procurement Division letter no. F. No. 6/18/2019-PPD dt.23<sup>rd</sup> July 2020
- XI. List of Bid Specific Clauses
- XII. List of Project Specific Provisions



2.8.2 The draft Agreement provided by the Authority as part of Bidding Documents shall be deemed to be part of this RFP.

**2.8.3 *If any other terms and condition is not mentioned in the Bidding documents (draft RFP and draft Agreement) and mentioned in Indian Railway Standard General Condition of Contract (GCC)-2022 with all latest correction slips, the same should be applicable mutatis mutandis.***

## **2.9 Clarifications**

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by e-mail in accordance with Clause 1.2.10. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The Authority will post all the queries and its responses on the Official Website without identifying the source of queries.

2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the Authority, or its employees or representatives shall not in any way or manner be binding on the Authority.

## **2.10 Amendment of RFP**

2.10.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.10.2 Any Addendum thus issued hereunder will be hosted on the Official Website of the Authority.

2.10.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date<sup>§</sup>.

## **C. PREPARATION AND SUBMISSION OF BIDS**

### **2.11 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

## **2.12 Format and signing of Bid**

- 2.12.1 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects and original copy of the document specified in Clause 2.13.4 are received in hard copies within time mentioned in Clause 1.3 of this RFP. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.12.2 The Bid shall be typed or written in indelible ink. It shall be duly signed in digital form by the authorised signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. The Bid shall contain page numbers.

## **2.13 Submission of Bids**

- 2.13.1 The Bidder shall submit the Bid no later than the date and time specified as the Bid Due Date, on the Official Website i.e., e-procurement platform of the Authority (<https://ireps.gov.in>), duly signed in digital form by the authorized signatory of the Bidder, by uploading the complete and legible scanned/digital copies of the Technical Bid and Financial Bid in pdf/digital format (i.e. scanned copy of original signed documents and the supporting documents). Bidder can upload individual file having capacity less than 8 (eight) MB as attached document, however there is no limitation on number of files which can be attached. All documents which are submitted shall be in A4 size to facilitate printing. All pages shall be numbered, in running serial number.
- 2.13.2 The Bid is to be submitted on the document downloaded from Official Website. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the Authority and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the document used for submission by the Bidder and the version uploaded by the Authority, the latter shall prevail.
- 2.13.3 The documents comprising the Bid referred to in Clause 2.13.1 shall include:
- i. Technical Bid in prescribed format (Appendix-I) along with Respective Annexes and supporting documents;
  - ii. Bid Security in the form of Bank Guarantee in the format at Appendix-IV or in the form of Demand Draft or through e-payment gateway available on the Official Website;
  - iii. Power of Attorney for signing the Bid as per the format at Appendix-II;
  - iv. Deleted
  - v. Deleted
  - vi. Memorandum and Articles of Association, If the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;
  - vii. Bidder's duly audited balance sheet and profit and loss account for the preceding 5( five)years.
  - viii. Draft Agreement with each page initialled by the person signing the Bid in pursuant of the Power of Attorney referred to in Clause iii or Clause iv hereinabove, as the case may be;
  - ix. An undertaking from the person having Power of Attorney referred to in Sub.

Clause–iii or Clause iv above, as the case may be that they agree and abide by the Bidding Documents uploaded by Authority and amendments uploaded, if any; and

- x. The Affidavit, duly Notarized, as per the Format provided in Annexure-VII of Appendix-I, Non-compliance or adverse declaration in the Affidavit may result in rejection of the Bid.
- xi. The Undertaking, duly Notarized, as per the Format provided in Annexure-VIII of Appendix-I, Non-compliance may result in rejection of the Bid.
- xii. Consent letter from the specialist sub-contractor(s) proposed for maintenance, as per the format at Appendix – VIII;
- xiii. Declaration regarding non-engagement of Authority’s advisers, as per the format at Annexure-IX Appendix-I

2.13.4 Following documents shall be separately submitted in original to the person specified in the Clause 2.13.5 in a sealed envelope on or before the Bid Due Date specified in Clause 1.3, failing which the Bid shall be rejected:

- (a) Power of attorney as required under Clause 2.13.3 iii as per the format at Appendix-II and Clause 2.13.3 iv as per the format at Appendix-III, if applicable;
- (b) Deleted;
- (c) e-payment receipt/Bank Guarantee /Demand Draft towards the Bid Security as required under Clause 2.25;
- (d) Consent letter from the specialist sub-contractor(s) proposed for maintenance, as per the format at Appendix – VIII
- (e) Format for Affidavit as per format at Annexure – VII of Appendix-I.
- (f) Format for Undertaking as per format at Annexure- VIII of Appendix-I.

The envelope specified in Clause 2.13.4 shall clearly bear the following identification:

**“Bid for RFP for Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years ”** 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.

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.13.5 The envelope specified in Clause 2.13.4 shall be addressed to:

ATTN. OF:	<i>Shri Vikram Meena</i>
DESIGNATION:	<i>Sr. Divisional Electrical Engineer / Dabhoi</i>
ADDRESS:	<i>Office of CWM / Electric Loco Workshop / Dabhoi, Near Timbi fhatak, Dabhoi, Vadodara, Gujarat, Dabhoi-391110</i>
CONTACT NUMBER :	<i>9724091311</i>
E-MAIL ADDRESS:	<i><a href="mailto:cele@wr.railnet.gov.in">cele@wr.railnet.gov.in</a> Or <a href="mailto:pohworkshopdabhoi@gmail.com">pohworkshopdabhoi@gmail.com</a></i>

2.13.6 Bids submitted by fax, telex, telegram or e-mail or in any way other than on the specified e-platform for bidding i.e. the Official Website shall not be entertained and shall be rejected.

## **2.14 Bid Due Date**

2.14.1 The Bid specified in clause 2.13.1 shall be submitted before **09/09/2026, 11.00 hrs IST** on the Bid Due Date, on the Official Website as per the format and in the manner and form as detailed in this RFP.

2.14.2 [For the purpose of submission of the Bid on the Official Website, registration of the Bidder with Official Website is mandatory. For any assistance regarding e-tendering, the Bidder may go to the helpdesk on the Official Website. A Bidder who is already registered need not register again. However, the Bidder is required to have a Class-III Digital Signature Certificate (DSC) issued by a licensed Certifying Authority (CA).]

2.14.3 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.14.4 Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

## **2.15 Contents of Bid**

2.15.1 The Technical Bid shall be furnished in the format at Appendix–I along with all the information and documents (complete in all respects) as requested in this RFP.

2.15.2 The Financial Bid shall consist of price for maintenance of Locomotive in terms of a percentage above or below the maintenance fee specified in the table in Clause 1.2.7 (B) & (C) (the “**Bid Price**”). The Bidder shall specify (in Indian Rupees) the Bid Price to undertake the Project in accordance with this RFP and the provisions of the Agreement.

2.15.3 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.15.4 The proposed Agreement shall be deemed to be part of the Bid.

## **2.16 Modifications/Substitution/withdrawal of Bids**

2.16.1 The Bidder may modify, substitute or withdraw its Bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the closing time on the Bid Due Date.

2.16.2 For modification of Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, Bidder has to click on withdrawal icon at e-procurement portal of the Official Website and can withdraw its Bid. Before withdrawal of a Bid, it may specifically be noted that after withdrawal of a Bid for any reason, Bidder cannot re-submit Bid again.

2.16.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **D. EVALUATION PROCESS**

### **2.17 Opening and Evaluation of Bids**

2.17.1 Opening of Bids will be done through online process

2.17.2 The Authority shall open the Bids received online at **16/09/2026 at 11.00hrs IST**, at the

place specified in Clause 2.13.5 and/or through virtual platform at the discretion of the Authority; and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the Bid opening, including information disclosed to those present at the time of Bid opening.

2.17.3 Bids which have been withdrawn in accordance with Clause 2.16.2 shall not be opened.

2.17.4 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.17.5 Bidders are advised that selection of Bidders will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.6 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.7 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.17.8 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude such information from computation of the qualification/eligibility of the Bidder.

## **2.18 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

## **2.19 Tests of responsiveness**

2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:

- (a) it is received online as per format specified under Clause 2.13;
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.3;
- (c) it is signed and marked as stipulated in Clauses 2.12 and 2.13;
- (d) it is accompanied by the Bid Security as specified in Clause 1.2.5
- (e) it is accompanied by the power of attorney as specified in Clause 2.13.3(iii);
- (f) it contains all the information and documents (complete in all respects) as requested in this RFP;
- (g) it contains information in formats same as those specified in this RFP;
- (h) it contains certificates from its statutory auditors<sup>s</sup> in the formats specified at Appendix-I of the RFP;
- (i) it contains undertaking by bidder for deployment of staff on roll of the bidder;
- (j) it does not contain any condition or qualification;
- (k) the original documents as stipulated under Clause 2.13.4 have been submitted by

the Bidder;

- (l) it is not non-responsive in terms hereof; and
- (m) It contains consent letter from the specialist sub-contractor proposed for Maintenance as per the format at Appendix- VIII

2.19.2 The Bidder shall submit document in support of the class III DSC, failing which the Bid shall be considered non-responsive.

2.19.3 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions if the same do not constitute a material modification of the Bid.

## **2.20 Clarification**

2.20.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

## **E. QUALIFICATION AND BIDDING**

### **2.21 Submission of Bid**

\$ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (h). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

The Bidder shall submit its Bid in the form and manner to be set out in this RFP.

### **2.22 Qualification and notification**

The Authority will evaluate the Technical Bids for their compliance to the eligibility and qualification requirements pursuant to this RFP. All communications relating to Qualification shall be uploaded on the Official Website. The Authority will not entertain any query or clarification from Bidders who fail to qualify. The Authority, however, reserves the right to increase the number of Qualified Bidders.

### **2.23 Proprietary data**

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

### **2.24 Correspondence with the Bidder**

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## F. BID SECURITY

### 2.25 Bid

- 2.25.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 1.2.5, 2.1.6 and 2.1.7 hereinabove through e-payment Gateway available on the Official Website or in the form of Demand Draft or in the form of a Bank Guarantee issued by a nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1000 Crore (Rs One Thousand Crore), in favour of the **AFA(W&S)/PRTN, Pratap Nagar Workshop, Pratap Nagar, Vadodara** in the format at Appendix-IV (the “**Bank Guarantee**”) and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, which may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.25.2 Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of the **AFA(W&S)/PRTN, Pratap Nagar Workshop, Pratap Nagar, Vadodara** and payable at New Delhi (the “**Demand Draft**”). Validity of Demand Draft shall not be less than 80 (eighty) days from the Bid Due Date for the purpose of encashment thereof by the Authority. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.25.3 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.25.4 Save and except as provided in Clause 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 200 (two hundred) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.25.5 The Selected Bidder’s Bid Security will be returned, without any interest, upon signing the Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement.
- 2.25.6 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.25.7 The Bid Security shall be forfeited towards Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, if:
- (a) a Bidder submits a non-responsive Bid;
  - (b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice,

- undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- (c) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
  - (d) the Selected Bidder fails within the specified time limit-
    - i. to sign and return the duplicate copy of LOA;
    - ii. to furnish the Performance Security within the period prescribed thereof in the Agreement; or
    - iii. to sign the Agreement within 60 (sixty) days of receipt of LOA;
  - (e) the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

## **2.26 GFR Order**

If the Bidder is from a country which shares any land border with India, it shall register itself with competent Authority in accordance with the rules and guidelines contained in Order (Public Procurement No.1) of Ministry of Finance, Deptt. of Expenditure Public Procurement Division letter no. F. No. 6/18/2019-PPD dt.23<sup>rd</sup> July 2020 (see *Appendix-IX*) regarding Restriction under Rule 144 (xi) of the General Finance Rules (GFRs), 2017 before submitting its Bid and provide a certificate of compliance along with the Bid as per the said Order.

## **2.27 Make in India Policy**

The Bidder shall examine all guidelines issued from time to time by the Government of India, State Government, Department of Industry Policy and Promotion and shall ensure compliance with (i) Public Procurement (Preference to Make in India) Order 2017-Revision and (ii) Reciprocity clause introduced and according to it, entities of countries which do not allow Indian companies to participate their Government Procurement for any item, shall not be allowed to participate in Government procurement in India for all items related to that nodal ministry/department permitting their participation before submitting their Bid.

## **2.28 Procedure for e-tendering**

### **2.28.1 Accessing/Purchasing of Bid Documents**

- (a) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC)(in the name of Authorized Signatory as authorized in Appendix II of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e- tendering. It should be in corporate capacity (that is in Bidder capacity). The Bidder shall submit document in support of the class III DSC, failing which the Bid shall be considered non-responsive.
- (b) To participate in the Bidding Process, it is mandatory for the Bidders to get registered on the e-procurement portal <https://ireps.gov.in>. Official Website for generating user ID & password which will be obtained free of cost. Following may kindly be noted:
  - i. registration with e-procurement portal should be valid at least up to the date of submission of Bid.



- ii. Bids can be submitted only during the validity of registration.

It is also mandatory for the Bidders to register with e-tendering portal. The Bidders shall update their project and other details on the portal on a regular basis and apply to the tenders via the portal.

- (c) If the Bidder is already registered with an e-tendering service provider, and validity of registration has not expired, then the firm is not required a fresh registration.
- (d) The complete Bidding Document can be viewed/downloaded by the Bidder from e-procurement portal <https://ireps.gov.in> from **30/06/2026 to 09/09/2026 {upto 11.00 hours IST}**.

#### **2.28.2 Preparation & Submission of Bids:**

- (a) The Bidder may submit his Bid online following the instructions appearing on the screen. The detailed guidelines for e-procurement are also available on e-procurement portal.
- (b) The documents listed at clause 2.13.3 shall be prepared and scanned in different files/sub files of size less than 8MB and uploaded during the on-line submission of Bid
- (c) Bid must be submitted online only through e-procurement portal <https://ireps.gov.in> using the digital signature of authorized representative of the Bidder on or before **09/09/2026 {upto 11.00 hours IST}**.

### **3 CRITERIA FOR EVALUATION**

#### **3.1 Evaluation of Bids.**

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.3 shall qualify for evaluation under this Section 3. Bids from Bidder who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established by its Technical Capacity and Financial Capacity.

#### **3.2 Financial Information for Purposes of Evaluation**

- 3.2.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 5 (five) financial years, preceding the year in which the Bid is made.
- 3.2.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 7 (seven) years preceding the year for which the Audited Annual Report is not being provided.
- 3.2.3 The Bidder must establish the minimum average Annual Turnover specified in Clause 2.2.2(B), and provide details as per format at Annex-II of Appendix-I.

#### **3.3 Qualification of Bidder**

- 3.3.1 The credential of eligible Bidders shall be measured in terms of Clause 2.2 of this RFP.

#### **3.4 Selection of Bidder**

- 3.4.1 Subject to the provisions of Clause 2.7.1, the Bidders qualified in the Technical Bid shall be informed individually about the time of opening of the Financial Bids. The Authority shall open the Financial Bids of the Bidders qualified in the Technical Bid on the

scheduled date and time in the presence of the authorized representatives of the Bidders who may choose to attend.

- 3.4.2 The Bidder whose Bid is adjudged as responsive in terms of Clause 2.19 and who quotes the Lowest Price shall ordinarily be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.4.3 In the event that two or more Bidders quote the same amount of Bid Price (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.4.4 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids.
- 3.4.5 Deleted
- 3.4.6 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.4.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 2.25.7(d)(iii) The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

### **3.5 Contacts during Bid Evaluation**

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.6 Bid Parameter**

The Financial Bid shall be in terms of a percentage above or below the maintenance fee specified in clause 1.2.7 (B). The Bidder who offers the lowest Bid Price shall ordinarily be the selected Bidder. The Bid Price comprising the Financial Bid shall be offered in accordance with the provisions of Clause 1.2.7. All duties, taxes, royalties, cess and other levies, except Goods and Service Tax, payable by the Bidder under the Agreement, or for any other cause, as of 28(twenty eight) days prior to the deadline of submission of bids, shall be included in the quoted price submitted by the Bidder.

## **4 FRAUD AND CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a

Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder(s)/Selected Bidder, if it determines that the Bidder(s)/Selected Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

**4.2** Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or Agreement, or otherwise, if a Bidder or Selected Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Selected Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Selected Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

**4.3** For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected

with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 5 PRE-BID CONFERENCE

- 5.1** A Pre-Bid Conference of the potential Bidders shall be convened at the designated date, time and place. Those persons interested in attending the conference physically/virtually shall intimate Authority in writing or by e-mail, 24 hours in advance from the date of Pre-bid Conference for participating in Conference physically and getting link for virtual conference. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2** During the course of Pre-Bid Conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

## 6 MISCELLANEOUS

- 6.1** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the ***Courts at Dabhoi, Vadodara district*** shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto, and/ or in connection with the Bidding

Process, and waives to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

**6.4** The Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

(a) Agreement;

(b) the RFP.

i.e. the Agreement at (a) above shall prevail over the RFP at (b) above.

## Appendices

## APPENDIX-I

**Letter Comprising the Technical Bid***(Refer Clause 2.1.5, and 2.13.3)*

To,  
[Designation and Address of the Authority ]

Dated:

**Sub: RFP for Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years.**

Dear Sir,

With reference to your RFP document dated \*\*\*\*\*\$, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Selected Bidder for the **Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years.**
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
  - (b) I/ We do not have any conflict of interest in accordance with Clause 2.2.1(c) of the RFP and
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

- (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - (e) I/We hereby certify that we comply to Rule 144(xi) of GFR 2017 as per Railway Board's letter No. 2020/RS(G)/779/2 dated 06/08/2020 as detailed in clause 2.22(General Guidelines of the Contract).
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6.1 of the RFP document.
  9. I/ We believe that we satisfy(s) the Annual Turnover criteria and meet(s) all the requirements as specified in the RFP document and am/ are qualified to submit a Bid.
  10. Deleted .
  11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
  13. I/ We further certify that no investigation by a regulatory authority is pending against us or against our CEO or any of our directors/ managers/ employees.
  14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13<sup>th</sup> July, 2001 which guidelines apply *mutatis mutandis* to the Bidding Process. A copy of the aforesaid guidelines forms part of the RFP at Appendix-VII thereof. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated July 13, 2001, a copy of which forms part of the RFP at Appendix VII thereof.
  15. I/We further certify that we are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.
  16. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
  17. I/ We acknowledge and agree that in the event of a change in control of a Member whose Technical Capacity and/or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, I/we shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify us or withdraw the Letter of Award, as the case may be. I/we further acknowledge and agree that in the event such change in



control occurs after signing of the Agreement but prior to Appointed Date, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall, at the sole discretion of the Authority, be liable to be terminated without the Authority being liable to us in any manner whatsoever.

18. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
19. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us as part of the Bidding Documents. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
20. I/ We have studied all the Bidding Documents carefully and also surveyed the site at the **Electric loco Workshop, Dabhoi**. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Project.
21. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid is also enclosed.
22. I/ We understand that the Bidder shall either be a company within the meaning of Companies Act, 2013 or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin.
23. I/ We undertake to take up maintenance of the Locomotives in accordance with the Agreement.

OR

I/We propose to enter into a maintenance agreement with [mention name of the specialist sub-contractor(s)] who is qualified in terms of Clause 2.2.2 & 2.2.3 of the RFP<sup>1</sup>. The consent letter of .....[mention name of the specialist subcontractor(s)] as per the format provided at Appendix – VIII is enclosed.

24. I/ We certify that in terms of the RFP Clause 2.2.2(B), my/our Annual Turnover for 5 (five) years as per the format provided at Annex-II, Appendix-I is enclosed.
25. I/We offer a Bid Security of **Rs. 92,16,00,800.00/- (Rupees Ninety Two Crore Sixteen Lakhs Eight Hundred) INR** to the Authority in accordance with the RFP.
26. The Bid Security in the form of e-payment/Demand Draft/Bank Guarantee (strike out whichever is not applicable) has been submitted and is attached.
27. The documents accompanying the Bid, required to be submitted in original as specified in Clause 2.13.4 of the RFP, have been submitted in a separate envelope and marked as **“Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of**

**Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years”** and the documents specified in Clause 2.13.3 have been uploaded/are being uploaded on the Official Website.

28. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
29. The Bid Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.
30. I/ We agree and undertake to abide by all the terms and conditions of the RFP.
31. Deleted }<sup>\$</sup>
32. I/we certify that I/we the bidder(s) shall deploy at least 25%(twenty five percent) / 40%(forty percent) / 100% (One hundred percent) [as applicable] of manpower for undertaking the maintenance activities, including supervisory staff on me/our roll for the contract period. I/we understand that at any time during the contract period I/we be found false/forged, 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 or termination of the contract. My/our Undertaking regarding deployment of manpower on me/our roll as per the format provided at Annex-VIII, Appendix-I is enclosed.
33. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
34. I/ We hereby undertake to submit this Technical Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.
35. I/we certify that I/we the bidder(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in bid on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
36. I/we understand that if the contents of the Appendix -I 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 bidder*) and all my/our constituents understand that my/our offer shall be summarily rejected.
37. I/we also understand that if the contents of the Appendix -I 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 Security and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: \_\_\_\_\_ (Signature, name and designation of the Authorized  
Signatory) Place: \_\_\_\_\_ Name and seal of the Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

## ANNEX-I

**Particulars of the Bidder**

1. (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Particulars of individual(s) who will serve as the point of contact/ communication for the Authority:
  - (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) E-Mail Address:
5. Deleted

**Appendix I****Annex-II****ANNEX-II****Financial Capacity of the Bidder**

*(Refer to Clauses 2.2.2(B) and 2.2.5 and 3.2 of the RFP)*

**Name of Bidder:**

**(In Rs. crore<sup>\$</sup>)**

<b>Bidder</b>	<b>Annual Turn Over</b>				
	<b>Year 1(one)</b>	<b>Year 2(two)</b>	<b>Year 3(three)</b>	<b>Year 4(four)</b>	<b>Year 5(five)</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>

**Name & address of Bidder's Bankers:**

*<sup>\$</sup>For conversion of US Dollars to rupees, the rate of conversion shall be Rupees [75 (seventy five)] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*

*<sup>££</sup>The Bidder should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.10.*

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Bidder;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Appendix I****Annex-III****ANNEX-III****Statement of Legal Capacity***(To be forwarded on the letterhead of the Bidder)*

Ref. &amp;Date:

To,

[Designation and Address of the Authority] Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that .....(insert individual's name) will act as our representative on its behalf and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

ANNEX-IV  
**IPR of Technology**

**Not Use**

**Appendix I****Annex-V(A)****ANNEX-V(A)****Details of Technical Capacity (Project)***(Refer to Clauses 2.2.2(A) and 2.2.3 of the RFP)***Project Code:****Member Code:**

**(Annexure-V(A) is applicable for Electric Locomotives/EMU/MEMU/DMUs/Train Sets and Propulsion Systems)**

**Project Code:****Member Code:**

<b>Item</b>	<b>Refer Instruction</b>	<b>Particulars of the Project</b>	
(1)	(2)	(3)	
Title & nature of the project			
Year-wise	6	Year 1(one)	
		Year 2(two)	
		Year 3(three)	
		Year 4(four)	
		Year 5(five)	
		Year 6(six)	
		Year 7(seven)	
(a) No. of Electric locomotives/ EMU /MEMU/ DMUs/ Train sets of 3000 hp or above have designed, manufactured and supplied	6	<b>Total</b>	
(b) No. of Propulsion systems for Electric Locomotive/ EMU/ MEMU/ DMUs/ Train sets of 3000 HP or above have designed, manufactured and supplied			
(c) No. of Electric locomotives/ EMU/ MEMU/ DMUs/ Train sets of 3000 hp or above have been maintained.			
(d) No. of Propulsion systems for Electric locomotives/ EMU/ MEMU/ DMUs/ Train sets of 3000 hp or above have maintained			
Entity to which the railway locomotives/ EMU/ MEMU/ DMUs/ Train Sets/ Propulsion System were supplied	7		
Entity for which the railway locomotives/ EMU/ MEMU/ DMUs/ Train Sets/ Propulsion System were maintained			
Location of Purchaser/Client			
Country to which supplied			
Whether credit is being taken for the Eligible Experience of an Associate ( <b>Yes/ No</b> )	13		

**ANNEX-V (B)****Details of Technical Capacity (Project)***(Refer to Clauses 2.2.2(A) and 2.2.3 of the RFP)***(Annexure-V(B) is applicable for Car Body Shell (CBS) and Bogies of Railway locomotives/EMU/MEMU/DMUs/Train Sets)****Project Code:****Member Code:**

Item	Refer Instruction	Particulars of the Project	
(1)	(2)	(3)	
Title & nature of the project			
Year-wise:	6	Year 1(one)	
(a) No. of Car Body Shell/Bogies (Co-Co and/or Bo-Bo) designed, manufactured and supplied for railway locomotives/ EMU/ MEMU/ DMUs/ Train sets of 3000 HP or above.		Year 2(two)	
		Year 3(three)	
		Year 4(four)	
		Year 5(five)	
		Year 6(six)	
		Year 7(seven)	
(b) No. of Car Body Shell/Bogies of railway locomotives/ EMU/ MEMU/ DMUs/ Train Sets of 3000 HP were maintained.		<b>Total</b>	
Entity to which the Car Body Shell/Bogies were supplied or for which Car Body Shell/Bogies were maintained	7		
Location of Purchaser/Client			
Date of commencement of contract	8		
Date of completion of contract	8		
Equity shareholding (with period during which equity was held)	9		
Country to which supplied			
Whether credit is being taken for the Eligible Experience of an Associate ( <b>Yes/ No</b> )	13		

**Instructions:**

- Bidders are expected to provide information in respect of each Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
- For a Bidder, the Project Codes would be a, b, c, d etc.
- A separate sheet should be filled for each Project.**
- In case the Eligible Project relates to an Associate of the Bidder or its Member, write



“Associate” along with Member Code.

5. The total number of railway locomotives/EMUs/MEMUs/DMUs/TrainSets supplied for each Project are to be stated in Annex-VI of this Appendix-I. The figures to be provided here should indicate the break-up for the past 7 (seven) financial years. Year 1(one) refers to the financial year immediately preceding the Bid Due Date; Year 2(two) refers to the year before Year 1(one), Year 3(three) refers to the year before Year 2(two), and so on (Refer Clause 2.2.11).
6. Particulars such as name, address and contact details of purchaser need to be provided.
7. The date of commencement of the contract comprising the Project and its completion date should be indicated. Any supplies made prior to Year 7(seven) should not be included.
8. For all Projects, the equity shareholding of the Bidder, in the company owning the Project, held continuously during the period for which Experience is claimed, needs to be given (Refer Clause 2.2.5).
9. Deleted
10. Certificate from the Bidder's statutory auditor<sup>s</sup> or its respective clients must be furnished as per formats below for each Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
12. The Bidder should provide a certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/Client □**

{Based on its books of accounts and other published information authenticated by it}, this is to certify that ..... (name of the Bidder<sup>€</sup>/Member/Associate) supplied/maintained<sup>&</sup> ..... (provide number of electric railway locomotives/EMUs/MEMUs/DMUs/Train Sets/Propulsion Systems with aggregate horsepower.....) to ..... (name of purchasing entity). The supply/maintenance contract commenced on ..... (date) and was/ is likely to be completed on ..... (date, if any).

We further certify that the aforesaid supplies were made during the past seven financial years as per year-wise details noted below:

No. of units supplied    UnitHorsepower

(specify locomotives

/ EMUs/MEMUs/DMUs/Train sets)

.....	.....	.....
.....	.....	.....
.....	.....	.....

Name of the audit firm/Client:

Seal of the audit firm/Client:

(Signature, name and designation of the authorised signatory):

<sup>\$</sup> In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

Date:

**13. Deleted**

- 14.** It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Experience<sup>Q</sup>.

\$

<sup>£</sup> *In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of “control” is not broken.*

## ANNEX-VI

**Technical Capacity of the Bidder @***(Refer to Clauses 2.2.2(A) & 2.2.13 of the RFP)*

Bidder type #	Member Code*	Project Code**	Technical Capacity			
			No. of Electric locomotive / EMUs/ MEMUs/ DMUs/ Train Sets/ Propulsion System, supplied	No. of Electric locomotive/ EMUs/ MEMUs/ DMUs/ Train Sets/ Propulsion System maintained	No. of Car Body Shell/Bogies for railway locomotives/ EMUs/ MEMUs/ DMUs/ Train sets supplied	No. of Car Body Shell/Bogies of railway locomotives/ EMUs/ MEMUs/ DMUs/ Train sets maintained
(1)	(2)	(3)	(4)	(5)	(6)	(7)
		<b>a</b>				
		<b>b</b>				
		<b>c</b>				
		<b>d</b>				

**In case the design, production and supply of Propulsion Systems by the bidder, the horse power rating of Traction Converter will be taken into account for computation Technical Capacity.**

@ Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause 2.2.10. In case the Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.11.

# A Bidder should fill in details as per the row titled Bidder

\*

\*\*Refer Annex-V of this Appendix-I. Add more rows if necessary.

## ANNEX-VII

**Format for Affidavit to be submitted by Bidder along with the Bid**

*(To be executed in presence of public Notary on non-Judicial Stamp Paper of the appropriate value in accordance with relevant Stamp Act. The Stamp Paper has to be in the name of the Bidder)*

I.....(Name and designation) \*\* ..... appointed as the Attorney/ Authorized signatory of the Bidder (including its constituents), M/s.....(hereinafter called the bidder) for the purpose of the bid for project “ [insert the *Name and detail of the project*], do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. \*That the bidder or any of its constituents has not been blacklisted/banned for business dealings for all government departments or by the Ministry of Railways at any time and /or no such black listing is in force as on the deadline for submission of bids.
2. \*That none of the previous contracts of the bidder or any of its constituents had been terminated/rescinded for Contractor's failure or part terminated for its failure as a JV partner with forfeiture of its full performance security by Ministry of Railways during the period of last three years before the deadline for submission of bids.
3. That the bidder or any of its constituents neither is bankrupt/insolvent nor is in the process of winding up nor such a case is pending before any court on the deadline of submission of the bid.
4. I/We declare that the bidder or any its constituents have not either changed their name or created a new business entity as covered by the definition of “Allied Firm” under para 1102(iii) of Chapter XI of Vigilance Manual of Indian Railways with latest amendments and corrections (available on website of Indian Railways), consequent to having been banned business dealings for specified period which is not over or suspended business dealings.
5. I/We declare and certify that we have not made any misleading or false representation in the Forms/statements and attachments in proof of the qualification requirements.
6. We declare that the information and documents submitted along with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
7. I/We have read the Clause 2.22 of tender document regarding restrictions on procurement from a bidder of the country, which share a land border with India and I certify that:

*#This bidder is not from such a country*

OR

*This Bidder is from such a country and the Bidder has been registered with the Competent Authority.*

8. I/We understand that in case we cease to fulfill the requirements of qualifying and eligibility criteria at any time of opening of bids and till finalization of bids, it will be our bounden duty to inform the Authority of our changed status immediately and in case of our failure to do so, our bid shall be rejected and bid security shall be

forfeited. In case such failure comes to the notice of Authority at any times after award of the Contract, it will lead to termination of the contract and forfeiture of bid or performance. We shall also be liable for banning of business dealings upto a period of 2 (two) years.

9. I/We understand that if the contents of the RFP submitted by us are found to be forged/false at any time during process for evaluation of bid, 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 years. Further, I/we \_\_\_\_\_[insert name of the bidder] and all my/our offer shall be summarily rejected. [Ref: Railway Board letter no. 2018/CE- I/CT/36-EPC Contract Policy Pt-I dtd. 07.08.2023]
10. I/We also understand that if the contents of the RFP 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, forfeiture of Bid Security/Security Deposit and Performance Security and may also lead to any other action provided in the contract including Banning of business for a period of upto two years.[Ref: Railway Board letter no. 2018/CE-I/CT/36-EPC Contract Policy Pt-I dtd. 07.08.2023]

SEAL AND SIGNATURE OF THE BIDDER

Verification

Verified on \_\_\_\_\_day of \_\_\_\_\_at \_\_\_\_\_that the contents of the above mentioned affidavits are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE PUBLIC NOTARY

\* *Modify the contents wherever necessary*

\*\* *the details as appropriate are to be filled suitably by the bidder*

# *strike out whichever is not applicable. In case the bidder is from a country which shares a land border with India, evidence of valid registration as by the Competent Authority shall be attached.*

Appendix-I

Annex-VIIIANNEX-VIIIUndertaking by the Bidder

(Format of Undertaking)

(For commitment, genuineness of the information furnished during the Bidding Process)

I/ We,....., hereby agree, undertake, and confirm that:

1. I/We am/are submitting a bid for the work ..... against NIT No.....  
.....dated.....and I/we agree and undertake to execute the work in  
accordance with all the terms, conditions and provisions of the Bidding Documents.
2. I/we hereby confirm and certify that I/we shall deploy at least 25%(twenty five  
percent) /40%(forty percent) /100% (One hundred percent) [as applicable] of  
manpower for undertaking the maintenance activities, including supervisory staff on  
me/our roll for the contract period. I/we understand that at any time during the  
contract period I/we be found false/forged, 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 or termination of the contract
3. Capitalized terms used herein, unless defined herein, shall have the same meaning  
assigned to them in the Bidding Documents.

SEAL AND SIGNATURE OF THE BIDDER)

Verification

Verified on .....day of ..... at ..... that the contents of the above mentioned  
undertaking are true and correct and nothing material has been concealed there from.

SEAL AND SIGNATURE OF THE PUBLIC NOTARY

**ANNEX-IX****DECLARATION**

To,  
[Designation and Address of the Authority]

Date:

**Subject:** Declaration regarding non-engagement of Authority's advisers.

Dear sir,

We, .....**[Name of the Bidder]**, hereby declare that neither we, nor our Members, nor any of our Associates have engaged or shall engage any legal, financial or technical adviser of the Authority, in relation to the Project, during the Bidding Process or thereafter, in accordance with the provisions of the RFP clause 2.2.1(d).

We understand that any such engagement shall result in disqualification of our Bid and/or forfeiture of Bid Security or Performance Security and may lead to termination of the LOA or Agreement.

We further confirm that any past engagement of such advisers, if any, had expired or was terminated at least 6 (six) months prior to the date of issue of the RFP, and any future engagement, if any, shall be in compliance with the RFP provisions.

We hereby confirm that the above information is true and correct.

Yours faithfully,

For **[Name of the Bidder]**

Authorized Signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Seal: \_\_\_\_\_

**CONSENT LETTER FROM OEM / QUALIFIED VENDOR**

Date:

To,  
[Designation and Address of the Authority]

**Subject:** Consent for Overhauling of .....(Name of Sub-system/Equipment)

Dear Sir/Madam,

We, [Name of OEM / Approved Vendor], having our registered office at [Address], hereby convey our consent to associate with [Name of PSU] for carrying out the .....(Name of Sub-system/Equipment), in compliance with the requirements specified in the tender notice no .....

We confirm that:

1. We are an approved OEM /Approved vendor for .....(Name of Sub-system/Equipment) as per the UVAM Portal (Vendor ID no..... ).
2. We possess the necessary technical expertise, infrastructure, and experience for undertaking overhauling activities of .....(Name of Sub-system/Equipment).
3. We agree to extend full technical support, guidance, and services to the PSU to ensure that all overhauling works meet the prescribed technical specifications, quality standards, and performance requirements.
4. We shall ensure that the use of approved procedures, genuine spares, and standard practices during the execution of the work.
5. This consent is issued specifically for the purpose of enabling the PSU to meet the technical eligibility requirements of the tender.

This consent letter is valid for participation in the above-mentioned tender and shall remain valid for the duration of the contract, subject to mutual agreement.

Thanking you.

Yours faithfully,

(Signature, Name and Designation of the Authorized Signatory of the OEM / qualified vendor)

Date:

Place:

Name and seal of the Bidder



## **CONFIRMATION LETTER BY BIDDER**

Date:

To,

[Designation and Address of the Authority]

**Subject:** Confirmation for Engagement of .....[Eligible vendor as per Table EC-1 / requisite qualified Staff of clause 2.2.2.1 of RFP ]

Dear Sir/Madam,

We, **[Name of PSU / Bidder]**, hereby confirm that for the overhauling of .....(Name of Sub-system/Equipment), we shall engage .....[Eligible vendor as per Table EC-1 / requisite qualified Staff of clause 2.2.2.1 of RFP] as per the requirements of the tender Notice no.....

We further confirm that Prior approvals, wherever required, shall be obtained from the competent authority before commencement of work.

This confirmation is submitted in compliance with the tender eligibility requirements.

Yours faithfully,

SEAL AND SIGNATURE OF THE BIDDER

Date

Place

## APPENDIX-II

**Power of Attorney for signing of Bid<sup>\$</sup>**

(Refer Clause 2.1.8, 2.2.6)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the ..... Project proposed or being developed by the..... (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

<sup>\$</sup> To be submitted in original.

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarised)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised 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.*

## APPENDIX-III

**Deleted**

## APPENDIX-IV

**Bank Guarantee for Bid Security<sup>δ</sup>***(Refer Clauses 1.2.5, 2.1.5, 2.1.6, and 2.25.1)*

B.G. No. Dated:

1. In consideration of you, **AFA(W&S)PRTN**, *Pratapnagar Workshop, Pratrappnagar, Vadodara* (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of.....(a company registered under the Companies Act, 1956/2013, or duly incorporated under the relevant laws of its country of origin, or a registered partnership firm under Indian Partnership Act, 1932, or a limited liability partnership under Limited Liability Partnership Act, 2008, or a partnership firm registered under the relevant laws of its country of origin, as the case maybe) and having its registered office at..... (and acting on behalf of its Consortium/Joint Venture) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the..... Project (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 1.4.5, 2.1.5, 2.1.6 read with Clause 2.21.1 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. .... (Rupees ..... only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment 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 Bidding 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.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs.....crore (Rupees    crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [ ..... (indicate date falling 240(two hundred forty) days after the Bid Due Date)].

Signed and Delivered by .....Bank

By the hand of Mr./Ms ....., its .....,and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

<sup>δ</sup>*To be submitted in Original*

## APPENDIX-V

**Deleted**

## APPENDIX-VI

**Deleted**

Not Used



## APPENDIX-VII

**Guidelines of the Department of Disinvestment***(Refer Clause 1.2.1, 2.8.1)*

No. 6/4/2001-DD-II

Government of India

Department of Disinvestment

Block 14, CGO Complex  
New Delhi.Dated 13<sup>th</sup> July, 2001.

## OFFICE MEMORANDUM

**Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment**

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed

as yet.

- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

## Appendix VIII

## Appendix - VIII

**Consent Letter from the Entity Proposed for Maintenance**

(Refer to Clause 2.2.3 &amp; 2.8.1 of this RFP)

**Dated:**

To,  
[Designation and Address of the Authority ]

**Subject: *Operation & Maintenance of Dabhoi Workshop (ELW/DB) and Maintenance of 3 phase Locomotive (POH of WAP7 and WAG9, IOH of Motorized Bogie of CO-CO type, IOH of Traction Motor of 6FRA 6068 type) for a period of 18 years***

Dear Sir,

With reference to your RFP document dated\*\*\*\*\*,/We, having examined the Bidding Document and understood their contents, hereby submit my/our consent for undertaking Maintenance/Obligations as specified in the Agreement for the aforesaid Project.

2. I/we further certify that I/we are qualified in terms of Clause 2.2.2and 2.2.3 of this RFP. Details of our experience/Technical Capacity, certified by our statutory auditor is enclosed as Annex–V(A), Annex-V(B) and Annex-VI toAppendix-I.

Yours faithfully,

(Signature, Name and Designation of the Authorized Signatory of the proposed Entity)

Date:

Place:

Name and seal of the Bidder

**Appendix- IX****Appendix-IX****Not used**

## APPENDIX-X

## APPENDIX-X

**Order (Public Procurement No.1) of Ministry of Finance, Deptt. of Expenditure Public Procurement Division letter no. F. No. 6/18/2019-PPD dt.23<sup>rd</sup> July 2020 regarding Restriction under Rule 144 (xi) of the General Finance Rules (GFRs), 2017**

*(Refer Clause 2.6)*

**F.No.6/18/2019-PPD  
Ministry of Finance  
Department of Expenditure  
Public Procurement Division**

161, North Block,  
New Delhi  
23<sup>rd</sup> July, 2020

**Order (Public Procurement No. 1)**

**Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017**

Attention is invited to this office OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144

(xi) on the grounds stated therein:

**Requirement of registration**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

**Transitional cases**

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
  - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed:* No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.
  - b) *If the tendering process has crossed the first exclusionary qualificatory stage:* If the qualified bidders include bidders from such countries, the entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions

prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

#### Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

#### Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
  - a) to all Autonomous Bodies;
  - b) to public sector banks and public sector financial institutions; and
  - c) subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
  - d) to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
  - e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

#### Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies). every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:
  - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

#### Explanation-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than

- 25% (twenty-five per cent) of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

#### Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

#### Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

#### Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

#### Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

#### Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders /obtained

from Bidders are enclosed as Annex III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

Joint Secretary (PPD)  
Email ID: [js.pfc2.doe@gov.in](mailto:js.pfc2.doe@gov.in)  
Telephone: 011-23093882

To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi



### Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
  - i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**
- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding

period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

## **Annex II: Special Cases**

- A. Till 31<sup>st</sup> December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

### Annex III

#### **Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

#### Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. The beneficial owner for the purpose of (iii) above will be as under:
    - a. "Controlling ownership interest" means ownership of or entitlement to more than 25%(twenty-five per cent) of shares or capital or profits of the company;
    - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

Model Certificate for Tenders

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

Model Certificate for Tenders for Works involving possibility of sub-contracting

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

Model Certificate for GeM:

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*