



**TOP PAGE**

**NORTH WESTERN RAILWAY**

**MECHANICAL DEPARTMENT**

**CARRIAGE & WAGON WORKSHOP, NORTH WESTERN RAILWAY  
LALGARH, BIKANER – 334004 (RAJASTHAN)**

**TENDER DOCUMENT**

**E-Tender No: 07R-MECH-BKNW-BOXNHL-26**

**Name of Work:** Rehabilitation of BOXNHL Wagons as per scope of work at C & W Workshop, NWR, Bikaner.

Closing Date & Time of Tender	: Upto 14:30 Hrs on 14/07/2026.
Date & Time of online Tender Opening	: 15:00 Hrs on 14/07/2026.
Estimated/Advertised cost of Work	: Rs. 3,74,61,294.00 inclusive of GST. <b>(Rs. Three Crore Seventy Four Lakh Sixty One Thousand Two Hundred Ninety Four rupees only)</b> (Inclusive of GST)
Bid Security	: Rs. 7,49,200.00
Tender Document Cost (E-Tender Form Cost)	: Nil (As per IR SGCC 2022)
Completion Period	: <b>12 Months</b>
Validity of offer	: <b>60 Days</b>

**Issued By: - Office of the Chief Workshop Manager,  
Carriage & Wagon Workshop,  
North Western Railway,  
Lalgarh, Bikaner – 334004.  
Email – cwm@bkn.railnet.gov.in**

**Sign of Tenderer**

**Chief Workshop Manager Bikaner Workshop**

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**Sign of Tenderer****Chief Workshop Manager Bikaner Workshop**

## Annexure - I

**NORTH WESTERN RAILWAY  
TENDER FORM (First Sheet)****Tender No: 07R-MECH-BKNW-BOXNHL-26****Name of Work:** - Rehabilitation of BOXNHL Wagons as per scope of work at C & W Workshop, NWR, Bikaner.

To

The President of India,  
Acting through the  
Chief Workshop Manager  
Carriage and Wagon Workshop  
North Western Railway, Lalgarh, Bikaner (RAJ.)

1. I/ We \_\_\_\_\_ have read the various conditions to tender attached hereto and agree to abide by the said conditions. I/ We also agree to keep this offer open for acceptance for a period of **60 days** from the date fixed for closing of the tender and in default thereof, I/ We will be liable for forfeiture of my/ our "Bid Security". I/ We offer to do the work for North Western Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within **12 Months** from the date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of **₹ 7,49,200.00** has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
  - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
  - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
  - (c) I/We do not commence the work within fifteen days after receipt of work order to that effect.
4. a) I/We am/are a Start up firm registered by \_\_\_\_\_ Department of Industrial Policy and Promotion (DIPP) and my registration number is \_\_\_\_\_ valid upto \_\_\_\_\_ (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.
6. Until formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modification, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer of this work.

\_\_\_\_\_  
Signature of Tenderer(s)

Date \_\_\_\_\_

Address of Tenderer(s)  
\_\_\_\_\_**Sign of Tenderer****Chief Workshop Manager Bikaner Workshop**

**TENDER FORM (SECOND SHEET)**

1. **Instructions To Tenderer and Conditions of Tender :** The following documents form part of Tender/ Contract :
  - (a) Tender forms –First sheet, Second sheet
  - (b) Scope of work, Special Conditions/ Specifications (enclosed)
  - (c) Bill(s) of quantities (enclosed)
  - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen on in the office of the Chief Workshop Manager, Carriage & Wagon Workshop Bikaner, North Western Railway or obtained from the office of the Chief Engineer, North Western Railway on payment of prescribed charges.
  - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of the Chief Workshop Manager, Carriage & Wagon Workshop Bikaner, North Western Railway or obtained from Railway e-tender website [www.ireps.gov.in](http://www.ireps.gov.in) on payment of prescribed charges.
  - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The drawing for the work can be seen in the office of the chief workshop manager, Bikaner workshop, NWR at any time during the office hours. The drawings are only for the guidance of tenderer(s). Detailed working drawings (if required) based generally on drawing mentioned above, will be given by the engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of North Western Railway as applicable to Bikaner workshop except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of **12 Months** from the date of issue of acceptance letter.
6. **Bid Security :**
  - (a) Subject to exemptions provided under para 5(1) (a) of Part-1 (ITT) of GCC April 2022, the tender must be accompanied by a Bid Security as mentioned in tender documents, failing which the tender shall be summarily rejected.
  - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days (in case of two packet system of tendering 90 days) from the date of closing of the Tender. It is understood that the tender documents have been issued to the Tenderer(s) and the Tenderer(s), is / are permitted to tender in consideration of the stipulation on his / their part that after submitting his / their tender subject to the period being extended further, if required by mutual agreement from time to time, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to North Western Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
  - (c) If his tender is accepted,
    - (i) the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
    - (ii) the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

The Bid Security of other Tenderers shall, save as herein before provided, be returned to them, but the Railway shall not be responsible for any loss or depreciation to the Bid Security that may happen thereto while in their possession, nor be liable to pay interest thereon.

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
7. **Rights of the Railway to Deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.

#### 10. Eligibility Criteria –

##### 10.1 Technical Eligibility Criteria:

**(a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:**

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of the tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of the tender.

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

- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of each component of tender, or
- (ii) Two similar works each costing not less than the amount equal to 40% of advertised value of each component of tender, or
- (iii) One similar work each costing not less than the amount equal to 60% of advertised value of each component of tender.

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

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

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

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with

the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

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

Note for Item 10.1:

Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organisation, work experience certificate issued by Public listed company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, listed on National Stock Exchange or Bombay Stock Exchange, incorporated/registered at least 5 years prior to the date of closing of tender, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.

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

**Definition of Similar Work: -**

**“Work of repair/rehabilitation/renewal/rebuilding/ maintenance/ fabrication of Railway Coaches/ Wagons/ Locomotives or manufacturing of Railway Wagons”.**

**10.2 Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or ‘V’ whichever is less; where

V= Advertised value of the tender in crores of Rupees

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

The average annual contractual turnover shall be calculated as an average of “total contractual payments” in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

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

**10.3 Bid Capacity:** The tender/technical bid will be evaluated based on bid capacity formula detailed as Annexure-VI of SGCC for Works 2022.

**10.4** No Technical and Financial credentials are required for tenders having advertised value up to Rs 50 lakh.

**10.5** Credentials if submitted in foreign currency shall be converted into Indian currency i.e., Indian Rupee as under:

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where, relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, 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 or immediately previous date for which rates have been published.

*[Explanation for Para 10 of the Tender Form (Second Sheet) including Para 10.1 to 10.5 - Eligibility Criteria:*

1. *Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.*
2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials.*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

*In case of substantially completed work, the total gross amount already paid including the PVC amount (if paid), as mentioned in the certificate, shall be considered as the cost of substantially completed work.*

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

*credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.*

11. *In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.*
12. *If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*
13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*
11. **Tenderer's Credentials:-** Documents testifying tenderer's previous experience and financial status should be produced along with the tender :-  
Tenderer(s) who is / are not borne on the approved list of the Contractors of N.W Railway shall submit along with his / their tender:
  - (i) Certificates and testimonials regarding contracting experience for the type of job for which tender is invited with list of works carried out in the past.
  - (ii) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
  - (iii) The list of personnel / organization on hand and proposed to be engaged for the tendered work. Similarly list of Plant & Machinery available on hand and proposed to be inducted and hired for the tendered work.
  - (iv) A copy of certificate stating that they are not liable to be disqualified and all their statements/documents submitted along with bid are true and factual. Standard format of the certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to Annexure-V, in case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm/Joint Venture(JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.
  - (v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
  - (vi) (a) In case of any information submitted by tenderer is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Bid Security besides banning of business for a period of upto two years.
  - (b) In case of any information submitted by tenderer is found to be false, forged or incorrect after the award of contract, the contract shall be terminated. Bid Security, Performance Guarantee and Security Deposit available with the railway shall be forfeited. In addition, other dues of the contractor, if any, under this contract shall be forfeited and agency shall be banned for doing business for a period of upto two years.
12. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.
13. **Execution of Contract Documents:** The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the **Chief Workshop Manager, North Western Railway Bikaner** Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard



Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).

**14. Documents to be Submitted Along with Tender**

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the firm, company, association, trust or society, as the case may be.
- (ii) Following documents shall be submitted by the tenderer:
  - (a) Sole Proprietorship Firm:**
    - (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
  - (b) HUF:**
    - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
    - (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
  - (c) Partnership Firm:**
    - (i) All documents as mentioned in para 18 of the Tender Form (Second Sheet).
  - (d) Joint Venture (JV):** All documents as mentioned in para 17 of the Tender Form (Second Sheet).
  - (e) Company registered under Companies Act-2013:**
    - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
    - (ii) A copy of Certificate of Incorporation.
    - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
    - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
  - (f) LLP (Limited Liability Partnership) Firm:**
    - (i) A copy of LLP Agreement
    - (ii) A copy of Certificate of Incorporation
    - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
    - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
    - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
  - (g) Registered Society & Registered Trust:** The tenderer shall submit
    - (i) A copy of Certificate of Registration
    - (ii) A copy of Memorandum of Association of Society/Trust Deed
    - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
    - (iv) A copy of Rules & Regulations of the Society
    - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
  - (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.
  - (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
  - (v) A tender from JV shall be considered only where permissible as per the tender conditions.

- (vi) The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
15. The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF / LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person, specifically authorizing him/them to sign the tender, submit the tender and further to deal with the Tender/ Contract up to the stage of signing the agreement except in case where such specific person is authorized for above purposes through a provision made in the partnership deed / Memorandum of Understanding / Article of Association /Board resolution, failing which tender shall be summarily rejected.

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

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

**16. Employment/Partnership Etc. of Retired Railway Employees:**

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

AND

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

THEN

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

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

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

Note: -If information as required as per 16.a), b), c) above has not been furnished, contract is liable to be dealt in accordance with provision of clause 62 of the Standard General Condition of contract.

**17. Participation of Joint Venture (JV) in Works Tender:** Joint Venture (JV) firms are not applicable for this tender.

**18. Participation of Partnership Firms in works tenders:**

18.1 The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.

18.2 The partnership firm should have been in existence or should have been formed prior to submission of tender. Partnership firm should have either been registered with the Registrar or the partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.

18.3 Separate identity / name should be given to the partnership firm. The partnership firm should have PAN / TAN number in its own name and PAN / TAN number in the name of any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.

18.4 Once the tender has been submitted, the constitution of the firm shall not normally be allowed to be modified / altered / terminated during the validity of the tender as well as the currency of the contract except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from Railway and in any case the minimum eligibility criteria should not get vitiated. The re-constitution of firm in such cases should be followed by a notary certified Supplementary Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of the Railways and the tenderer shall have no claims what-so-ever. Any change in the constitution of Partnership firm after submission of tender shall be with the consent of all partners and with the signatures of all partners as that in the Partnership Deed. Failure to observe this requirement shall render the offer invalid and full Bid Security shall be forfeited.

If any Partner/s withdraws from the firm after submission of the tender and before the award of the contract, the offer shall be rejected and Bid Security of the tenderer will be forfeited. If any new partner joins the firm after submission of tender but prior to award of contract, his / her credentials shall not qualify for consideration towards eligibility criteria either individually or in proportion to his share in the previous firm. In case the tenderer fails to inform Railway beforehand about any such changes / modification in the constitution which is inevitable due to succession laws etc. and the contract is awarded to such firm, then it will be considered a breach of the contract conditions liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract.

18.5 A partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same tender.

18.6 The tender form shall be submitted only in the name of partnership firm. The Bid Security shall be submitted by partnership firm. The Bid Security submitted in the name of any individual partner or in the name of authorized partner (s) shall not be considered.

18.7 On issue of Letter of Acceptance (LOA) to the partnership firm, all the guarantees like Performance Guarantee, Guarantee for various Advances to the Contractor shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

18.8 On issue of Letter of Acceptance (LOA), contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

18.9 In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.

(a) Joint and several liabilities:

The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.

## (b) Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/altered/ terminated during the currency of contract and the maintenance period after the work is completed as contemplated in the conditions of the contract. Any change carried out by partners in the constitution of the firm without permission of Railway, shall constitute a breach of the contract, liable for determination of the contract under Clause 62 of the Standard General Conditions of Contract. Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

## (c) Governing laws: The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.

## (d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.

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

## (i) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.

## (ii) A notarized or registered copy of Power of Attorney in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

## (iii) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the Standard General Conditions of Contract.

## (iv) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.

## 18.11 Evaluation of eligibility of a partnership firm:

Technical and financial eligibility of the firm shall be adjudged based on satisfactory fulfillment of the eligibility criteria laid down in Para 10 of the Tender Form (Second Sheet) above

19.0 Advances to Contractor –If specifically provided in Tender Documents of tender having advertised value more than Rs 50 Crores, Railway shall make payment, as an Interest bearing advances, as per Contractor's request. These advances shall carry a simple interest (NA) as indicated in the Tender documents. The payment and recovery of such advances shall be made as per manners prescribed in Clause 46.4 of the Standard General Conditions of Contract.

Signature of Tenderer(s)

Date .....

India

**Chief Workshop Manager**  
**For and on the behalf of the President of**

Carriage & Wagon Workshop Bikaner  
NORTH WESTERN RAILWAY

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Sign of Tenderer

**Chief Workshop Manager Bikaner Workshop**

## ANNEXURE - I (Contd. ...)

## TENDER FORM (Third Sheet)

**Name of Work:** Rehabilitation of BOXNHL Wagons as per scope of work at C & W Workshop, NWR, Bikaner.

## BILL OF QUANTITIES

## Non Standard Schedule of Rates Items:

S N	Item No.	Description of Item of Work	Approx. Quantity	Unit	Estimated Rate per Unit (₹)	Estimated Amount of the Item (₹)
					(Inclusive of GST)	
1	2	3	4	5	6	7
Schedule A: Rehabilitation of BOXNHL Wagons as per scope of work at C & W Workshop, NWR, Bikaner						
1	1	Removal of damaged side wall and their Supply, fitment and welding of Body Side arrangement as per RDSO Drg. No.WD-09034S-5, alt-7 or latest. Inclusive of misc lock bolt required for the Fitment of one side wall arrangement as per drawing. (Qty. 1 No. = 1 Side wall)	100	Nos.	2,67,848.66	2,67,84,866.00
2	2	Supply, fitment and welding of reduced height door as per Drg. No.WD-23018-S-02 alt. 5 or latest. (for BOXNHL variants) along with doorway stiffener cross-bar, door locking bolt and locking brackets, chainless cotter, cotter rivet, door hinge pin with washers, door hinge foot and door check spring along with lock bolts and lock bolting operation. (Qty 01 No. = 01 door set)	100	Nos.	18,446.59	18,44,659.00
3	3	Supply and replacement of end angle/crib angle of BOXNHL wagon. It will include cutting of old crib angle, surface preparation and MIG welding of new crib angle as per RDSO drawing no. WD-08030-S-01 alt 2 or latest item no 11a,11b and 11c and item no 4,5 of Drg no WD-08008-S-16 alt 8 and item no 13 of WD-08008-S-04 alt 08 or latest.	1000	Meter	849.41	8,49,410.00
4	4	Fitment of CRF sections like Side Top coping and End Top coping as per RDSO Drg. No. WD-09034-S-04 & S-05 & WD-09034 S-22 or latest	900	Meter	428.69	3,85,821.00
5	5	Supply of CRF sections side top coping and end top coping to execute the work in activity 4	3600	Kg	140.99	5,07,564.00
6	6	Removal of damaged and Supply and fitment of top corner (top coping end corner plate, Corner Stiffener and Top Corner Gusset) as per RDSO Drg. No.WD-09034-S-06, (Drg. item no.- 8, 10 and 11)	200	Set	3,432.85	6,86,570.00

Sign of Tenderer

Chief Workshop Manager Bikaner Workshop

7	7	Supply of 4 mm SS Sheet (IRSM-44/97 for Block door as per Drawing no. WD-23018-S-03 for BOXNHL wagons, end panel patch and floor patch work)	26250	Kg	174.55	45,81,937.50
8	8	Welding required for activity no. 7	4750	Meter	293.18	13,92,605.00
9	9	Replacement of Corner Stanchions of BOXNHL Wagon. It will include cutting and dropping of damaged corner stanchion, surface preparation, fixing of new corner stanchion, lock bolting and MIG welding as per RDSO Drg. No. WD-09034-S-06 item no. 3 and WD-09034-S-22 item no. 5.	50	Nos.	5,467.83	2,73,391.50
10	10	Supply, fitment and welding of tarpaulin cleats as per drawing no. W/ML-2726.	1000	Nos.	154.47	1,54,470.00
<b>Total Estimated/Advertised Cost of Work (In Rs.) (Inclusive of GST)</b>						<b>3,74,61,294.00</b>
<b>Total Estimated/Advertised Cost of Work (In Words) – Rs. Three Crore Seventy Four Lakh Sixty One Thousand Two Hundred Ninety Four rupees only) (Inclusive of GST)</b>						

The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/ decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

The rate quoted by the tenderer should be inclusive of all expenditures as labour cost, tool & equipment & materials (except provided by railway), transportation charges, taxes (GST), duties and any other expenditure required necessary during work execution.

I/We undertake to do the work at \_\_\_\_\_ % above/below the Standard Schedule of Rates (SSOR) of the Carriage & Wagon Workshop North Western Railway or at the rates quoted above for each item. *(Rates to be quoted on IREPS portal only as per instructions on the portal)*

Dated \_\_\_\_\_

Signature of the Tenderer(s)

Sign of Tenderer

Chief Workshop Manager Bikaner Workshop

**Scope of Work**

Name of Work: - Rehabilitation of BOXNHL Wagons as per scope of work at C & W Workshop, NWR, Bikaner

**Period: - 12 months from date of issue of LOA.**

Item S. No.	Description	Quantity	Unit
1	Removal of damaged side wall and their Supply, fitment and welding of Body Side arrangement as per RDSO Drg. No.WD-09034S-5, alt-7 or latest. Inclusive of misc lock bolt required for the Fitment of one side wall arrangement as per drawing. (Qty. 1 No. = 1 Side wall)	100	Nos.
2	Supply, fitment and welding of reduced height door as per Drg. No.WD-23018-S-02 alt. 5 or latest. (for BOXNHL variants) along with doorway stiffener cross-bar, door locking bolt and locking brackets, chainless cotter, cotter rivet, door hinge pin with washers, door hinge foot and door check spring along with lock bolts and lock bolting operation. (Qty 01 No. = 01 door set)	100	Nos.
3	Supply and replacement of end angle/crib angle of BOXNHL wagon. It will include cutting of old crib angle, surface preparation and MIG welding of new crib angle as per RDSO drawing no. WD-08030-S-01 alt 2 or latest item no 11a,11b and 11c and item no 4,5 of Drg no WD-08008-S-16 alt 8 and item no 13 of WD-08008-S-04 alt 08 or latest.	1000	Meter
4	Fitment of CRF sections like Side Top coping and End Top coping as per RDSO Drg. No. WD-09034-S-04 & S-05 & WD-09034 S-22 or latest	900	Meter
5	Supply of CRF sections side top coping and end top coping to execute the work in activity 4	3600	Kg
6	Removal of damaged and Supply and fitment of top corner (top coping end corner plate, Corner Stiffener and Top Corner Gusset) as per RDSO Drg. No.WD-09034-S-06, (Drg. item no.- 8, 10 and 11)	200	Set
7	Supply of 4 mm SS Sheet (IRSM-44/97 for Block door as per Drawing no. WD-23018-S-03 for BOXNHL wagons, end panel patch and floor patch work)	26250	Kg
8	Welding required for activity no. 7	4750	Meter
9	Replacement of Corner Stanchions of BOXNHL Wagon. It will include cutting and dropping of damaged corner stanchion, surface preparation, fixing of new corner stanchion, lock bolting and MIG welding as per RDSO Drg. No. WD-09034-S-06 item no. 3 and WD-09034-S-22 item no. 5.	50	Nos.
10	Supply, fitment and welding of tarpaulin cleats as per drawing no. W/ML-2726.	1000	Nos.

**Description of Work:-**

Rehabilitation work will be done as per pre - inspection sheet jointly prepared by consignee/ authorized representative of CWM/BKN and representative of the contractor.This will include identification of damages/replacement to Side wall, End panel patch, Floor, Door, Doorway Stiffening Cross Bar assembly etc. Guidelines for Repair of Damaged BOXNHL wagons issued by RDSO (Spec. no. GL/Repair/BOXNHL: 2022 of June 2022) shall be applicable while executing the work.

The contractor should complete the work as per following:-

No. of Quantity offered	Allowed Time
Up to 01 Wagon	03 days
Up to 02 Wagons	01 Wagon shall be completed within 03 days (including day of offering) and 02 additional days will be given to complete the balance quantity.

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**Chief Workshop Manager Bikaner Workshop**

**A. Replacement of Body Side arrangement**

- Removal of old & damaged Side panel/Side Wall arrangement by plasma cutting.
- Surface preparation, including straightening for proper fitment and removal of rust/dirt by wire brushing of the surface on which welding is to be done.
- Supply, Fitting, lock bolting and MIG/MAG welding of new body side arrangement with top corner joint with top coping, end cover plate, corner stiffener, top corner gusset, cover strip, corner stanchion and sole-bar.
- New body side arrangement should be as per RDSO drawing no.-WD-09034-S-05, Alt- 7 or latest and work should be done as per RDSO guideline for repair of damaged BOXNHL wagons: GL/Repair/BOXNHL:2022.
- If holes of side stanchions mismatch with holes of sole bar, the holes of solebar to be filled/build up by welding first and matching holes will be drilled on solebar by drilling machine. Strengthening plate of 4 mm will be provided from both side of solebar extending 100 mm at both side and hole to be drilled prior to fitment. Strengthening plate should be welded from all side with solebar by MIG welding.
- Lock/Huck bolting of all pillars with sole bar.
- Any other miscellaneous welding works.
- In general, instructions for fabrication/ repair contained in RDSO Specification No.G-72 Rev.-3 or latest should be followed.
- All the repairs will be carried out as per instruction of authorized representative of CWM/BKN.
- All Lock Bolts required for this work will be arranged by the contractor.
- Fitment and welding of Tarpaulin cleats as per drawing no. W/ML-2726.
- **Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.**

**B. Replacement of Flap door**

- Dismantling of all flap doors of BOXNHL wagon and supply and fitting of modified flap doors as per Drg. No. WD-23018-S-02.
- Supply and Fitment of new modified doorway crossbar as per Drg. No. WD-23018-S-02.
- As the height of newly designed flap doors are lesser than the existing doors (height reduced to 542 mm from the existing height of 775 mm) the remaining portion of the door is to be covered by panel patching.
- Supply of door accessories and parts like door hinge, door hinge pin with washer, door locking bolts with brackets, modified door chainless cotter with cotter rivets, modified door check spring and suitable lock bolts required for complete door assembly and door check spring fitment.
- Replacement of Door hinge foot with new one and lock bolting with suitable lock bolts.
- All Lock Bolts required for this work will be arranged by the contractor.
- Fixing the new door is to be done in the door hinge foot of wagon body by means of door pin with washer (washer to be welded with pin) in such a way that the fitted door will work properly & get locked/ secured in chainless gravity cotter.
- Fitment of Locking bolt, locking bolt brackets and modified door chainless cotter and cotter rivets as per Drg. No. WD-23018-S-02.
- Replacement, fitment and lock bolting of modified door check springs as per WD-23018-S-02.
- **Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.**

**C. Replacement of End angle/Crib Angle**

- After replacement of Side panels and panel patch change on end wall, Remove of old & damaged/ broken/ cracked end angle and crib angle by plasma cutting.



- Supply and fitment of new end angle and crib angle will be done as per RDSO Drawing No.- WD-08030-S-01, Alt-02 and WD-08008-S-16, Alt-08 and WD-08008-S-04, Alt- 08 or latest and RDSO guideline for repair of damaged BOXNHL wagons: GL/ Repair/ BOXNHL: 2022.
- Surface to be post-cut cleaned with wire brushing and free from welding burrs etc.
- Weld area should be free from dust, dirt, grease, oil, paints etc. It also includes straightening of surface for proper fitment of items.
- Cutting of end angle and crib angle of required size.
- Fixing the end angle and crib angle by means of tack welding followed by continuous welding.
- Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.

#### **D. Replacement of End Top coping**

- Removal of old & damaged/ broken/ cracked portion of end top coping by plasma cutting.
- Surface to be post-cut cleaned with wire brushing and free from welding burrs etc. Weld area should be free from dust, dirt, grease, oil, paints etc. It also includes straightening of surface for proper fitment of items.
- Supply and fitment of end top coping by means of tack welding followed by continuous welding.
- To strengthen the butt weld, a lap joint of at least 100 mm width be further provided between the older & new placed section.
- Fitment of new patch for gap filling on end wall after end top coping repair will be done as per RDSO Drawing No.-WD-09034-S-06, alt-11 and WD-09034-S-22, alt- 10 or latest and RDSO guideline for repair of damaged BOXNHL wagons: GL/Repair/BOXNHL: 2022.
- The work under Item No. 4 shall include cutting, fitting, welding, and surface preparation. Measurement shall be taken equal to the length of the CRF section replaced.
- Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.

#### **E. Replacement of top corner gusset**

- Removal of old & damaged/broken/cracked top corner gusset by plasma cutting.
- Surface to be post-cut cleaned with wire brushing and free from welding burrs etc.
- Weld area should be free from dust, dirt, grease, oil, paints etc. It also includes straightening of surface for proper fitment of items.
- Supply and fitment of top corner assembly parts as top corner gusset, top coping end corner plate and corner stiffener by means of tack welding followed by continuous welding.
- Fitment & welding of new top corner assembly will be done as per RDSO Drawing No.- WD-09034-S-06, Alt-11 or latest and RDSO guideline for repair of damaged BOXNHL wagons:GL/Repair/BOXNHL: 2022.
- Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.

#### **F. Replacement of Panel/Floor patch**

- Removal of old & damaged/broken/cracked portion of end body panel patch/floor patch by plasma cutting.
- Surface to be post-cut cleaned with wire brushing and free from welding burrs etc. Weld area should be free from dust, dirt, grease, oil, paints etc. It also includes straightening of surface for proper fitment of items.

- Supply and fitment of SS sheets/patches of required size.
- Fitment includes fixing the patch by means of tack welding followed by continuous welding.
- Fitment and welding of new patch will be done as per RDSO Drawing No.- WD-08030-S-03, Alt- 01 or latest and RDSO guideline for repair of damaged BOXNHL wagons: GL/Repair/BOXNHL:2022.
- Required panel patching work for blocking of two doors (diagonally opposite) to be done as per RDSO drawing no. WD-23018-S-03 and WD-23018-S-02 along with middle coping.
- **Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.**

#### **G. Supply and fitment of corner stanchion**

- Removal of old & damaged/ broken/ cracked corner stanchion by plasma cutting.
- Surface to be post-cut cleaned with wire brushing and free from welding burrs etc.
- Weld area should be free from dust, dirt, grease, oil, paints etc. It also includes straightening of surface for proper fitment of items.
- Supply, fitment with welding of corner stanchion by mean soft tack welding followed by continuous welding
- Fitment with welding of corner stanchion will be done as per RDSO Drawing No.- WD-08030-S-01 Alt- 02 and WD- 09034-S-06 Alt-11 or latest and RDSO guideline for repair of damaged BOXNHL wagons: GL/Repair/BOXNHL: 2022.
- **Contractor has to deploy sufficient helpers to collect and dispose scrap generated at nominated bin/place in systemic way during each working shift on daily basis. This activity is inclusive part of work and no separate payment will be made to contractor for this activity. Any deviation will attract imposition of penalty.**

#### **Other Conditions: -**

1. List of material and facilities to be arranged by contractor and provided by Railway are as follows:-

<b>To be arranged by Contractor at his own cost</b>	<b>To be provided by Railway free of cost</b>
<ol style="list-style-type: none"> <li>1. <b>Plasma Cutting Machines</b> (With cables and suitable fittings &amp; couplers). <i>The consumables required i.e. cutting torch, tip/electrode, nozzle, etc. shall be arranged by contractor on his own cost.</i></li> <li>2. MIG/MAG/IGBT based MMAW Machines (With cables and suitable fittings &amp; couplers)</li> <li>3. All cutting and welding consumables such as Oxygen, LPG/Acetylene, filler wires, electrodes, Argon/Argon mixtures, and CO<sub>2</sub>. Rivet Buster Machine with all tools and consumables.</li> <li>4. Gas Cutting Plant with all consumables.</li> <li>5. Lock/Huck Bolting machine with suitable hand held units and their consumables.</li> <li>6. Drilling machine with accessories, drill bits of required size.</li> <li>7. PPEs</li> <li>8. Man operated trolleys in sufficient numbers for handling of material and scrap.</li> <li>9. Air hose pipes, wire brushes etc., Suitable couplers (Mechanical and electrical) for tools &amp; machines, Cutting tools and hammers, Cables and wires of all machines.</li> <li>10. Material required including bolts, lock/huck bolts.</li> <li>11. Transportation, handling and loading/unloading of material from procurement/fabrication site outside railway workshop to C&amp;W workshop Bikaner at nominated place.</li> </ol>	<ol style="list-style-type: none"> <li>1. Electricity</li> <li>2. Compressed Air</li> <li>3. Shearing machine for patch cutting (However operator shall be provided by contractor)</li> <li>4. Fork/Hydra crane with operator for material handling inside workshop for day to day work.</li> <li>5. EOT crane in shed with operator</li> </ol>

2. Energy Efficient Tools and Machines based on latest technology should be brought by the contractor.
3. The cutting work shall be done by using plasma cutting plants. Gas cutting may be used by the contractor however the required gases and consumables shall be arranged by the contractor at his own cost.

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**Chief Workshop Manager Bikaner Workshop**

4. The gases required for heating during straightening of body and underframe members, for proper fitting of patches and doors, if any, shall be arranged by the Contractor at his own cost.
5. The welding work shall be done by using MIG/MAG plants. IGBT based Arc welding will only be allowed with the approval of railway administration whenever it is not possible to perform welding through MIG/MAG.
6. If poor quality is observed in cutting or welding work, the Railway reserves the right to instruct any of the above-mentioned practices for different activities to achieve improved quality output.
7. **Qualification Requirement for welders are as follows:-**
  - (i) **Qualification Standards (For fusion welding of steel):**  
Welders must be qualified according to ISO 9606-1:2017 (or latest) OR IS 7310 (Part 1): 2019 (or latest) for fusion welding of steel as per the approved Welding Procedure Specification (WPS), which includes material type, thickness, joint type, welding position, welding process, and consumables.  
AND
  - (ii) **Educational and Training Requirements:**  
Matriculation/SSLC plus ITI certification from, a recognized institution (NCVT/SCVT) in the Welder trade.  
OR  
Act Apprentices trained and certified in the Welder trade by any Railway Unit, Government, Semi-Government, or PSU unit are also eligible.  
AND
  - (iii) **Competency Test by Railway Unit:** Railways shall conduct competency test at their premises on the welders engaged for outsourced work to verify their skills by taking trial test on at least 2 sample pieces at the cost of the Railways and if the trial is found satisfactory, Competency certificate will be issued by respective officer/SSE (in-charge). In case competency test trial of the welder is found to be unsatisfactory, cost of the test shall be borne by the contractor.
  - (iv) The validity and process of renewal of competency certificate would be as defined in ISO 9606-1: 2017 and IS 7310 (Part I)-2019 Para 9.
- **Welding Procedure Specification (WPS):** The contractor should follow the WPS for this work as per instructions of CWM/BKN WS.
- **Work Experience:** The contractor's welder should have experience of activities as mentioned in similar nature of work definition.
8. **The competency test of each welder shall be conducted at the time of deployment in accordance with the above-mentioned guidelines. Only those welders who successfully qualify the test will be permitted to continue work. Any delay caused due to frequent replacements or repeated testing shall be the responsibility of the contractor. Therefore, it is advised that only qualified and suitable welders be deployed for the work.**  
उपर्युक्त दिशानिर्देशों के अनुसार, नियुक्ति के समय प्रत्येक वेल्डर का योग्यता परीक्षण लिया जाएगा। केवल वेल्डर जो परीक्षा में सफल होंगे, उन्हें ही कार्य जारी रखने की अनुमति दी जाएगी। बार-बार वेल्डरों को बदलने या बार-बार परीक्षण करने के कारण होने वाली किसी भी देरी की जिम्मेदारी ठेकेदार की होगी। इसलिए, यह सलाह दी जाती है कि कार्य के लिए केवल योग्य और उपयुक्त वेल्डरों को ही तैनात किया जाए।
9. **Warranty/Maintenance Period: 30 Months from date of completion of work on the wagon.**
10. Special attention will be paid by contractor staff during cutting work. If any usable item in wagon is damaged by contractor staff, then suitable penalty along with the cost of item will be imposed.
11. It is desirable that the contractor's workers are competent/well skilled to complete a good quality cutting and finishing work within specified time.
12. In case of delay in work due to railway, penalty will not be imposed for this delay and contractor has to complete the balance work upon intimation/offer of balance work by consignee within the time period of the shift as described above.
13. The Railway will provide space for equipments, tool and material inside the workshop premises. But there will not be the responsibility of railway for any losses and contractor should ensure safety of their tools, equipments and material at their own arrangement.
14. The space required for storing the contractor's materials, M&Ps, equipment, tools, etc., will be provided by the Railway free of cost. The contractor shall store and stack these materials, M&Ps, equipment, and tools at the site in locations that do not interfere with the track or disrupt the regular operations of the Railway.

15. The work shall be carried out in such a way that no rework is required. Any additional quantity done on account of rework/poor workmanship shall not be accounted separately.
16. Contractor has to deploy sufficient numbers of manpower (welder, fitter) and unskilled labour (helper) as per requirement/ instructions of consignee per day for the work. Engineer/Railway Representative/Consignee may take skill test and allow such employees who pass the test successfully.
17. The contractor should strictly adhere to the program framed by the Engineer or his representatives/Consignee and employ labour in sufficient strength so as to complete the work within the time allotted. If the work is not completed within time allotted as per scope of work or contractor does not employ labors and if this affects the daily outturn of workshop then Railway may take back the offered quantity. Payments for the incomplete work will not be made. Also Penalty will be imposed for this suspension of work.
18. **Material having CRF sections shall be procured only from sources approved by the Research Designs and Standards Organisation (RDSO). Inspection shall be carried out by RDSO/RITES or an approved Third-Party Inspection (TPI) agency in accordance with RDSO Specification No. WD-01-CRF-12 (January 2016) or latest. The inspection certificate issued by RDSO/RITES/TPI, along with the proof of purchase from approved source, challan, shall be submitted to the consignee with the supplied material. The above-specified material supplied without inspection by RDSO/RITES/TPI agency, and/or procured from sources other than those approved by RDSO, shall not be accepted.**
19. **Lock/Huck bolts shall be procured only from RDSO-approved sources. Inspection shall be carried out by RDSO/RITES or an approved Third-Party Inspection (TPI) agency as per Specification No. RDSO/WD/0001 (latest amendments).**
20. **Filler wires and electrodes shall conform to IRS:M-46 and IRS:M-28 specifications (latest amendments) respectively. Inspection shall be conducted by RDSO/RITES or an approved TPI agency as per applicable specifications.**
21. **Inspection charges of RDSO/RITES or Third-Party Inspection (TPI) agencies shall be borne by the contractor. These charges shall not be reimbursed by the Railway.**
22. The custody and safety of the material shall be the responsibility of the contractor.
23. The contractor shall maintain a buffer stock of material sufficient for 05 wagons to ensure that the outturn of the workshop is not affected. The buffer stock shall be checked jointly by the consignee and the contractor or his representative monthly or as and when required, as directed by Chief Workshop Manager, Bikaner Workshop (CWM/BKN WS) or his representative/consignee. In case the buffer stock is found to be insufficient, the contractor shall replenish the material within one month or earlier, as directed by the CWM/BKN WS or his representative/consignee, so as to ensure that the work is not affected. The decision of the Railway shall be final and binding on the contractor.
24. The material shall be supplied in accordance with the specifications and guidelines specified in the Scope of Work, and the contractor shall submit all necessary documentation to ensure quality compliance. The Railway reserves the right to inspect and verify the quality of the supplied material, and if it does not meet the required standards, the contractor shall replace it at no additional cost. All expenses incurred for quality checks shall be borne by the contractor. The decision of the Railway in this regard shall be final and binding on the contractor.
25. The contractor shall ensure that all machines and tools are properly repaired and maintained during holidays and rest hours to minimize idle time and prevent ineffective work. Any expenditure incurred on the repair or maintenance of the contractor's machines and tools shall be borne by the contractor and will not be reimbursed by the Railway.
26. All old material released and scrap generated during work execution shall remain the property of the Railway. The contractor shall collect such released material and scrap and dispose of at the location nominated by CWM/BKN WS or his representative/consignee, ensuring hygienic working conditions at the site.
27. The quantities mentioned under the various items, as well as the offered quantities, are approximate and may vary depending on the actual requirements, availability of suitable wagons, and the latest guidelines issued by the Railway Board, RDSO, NWR HQ, or CWM BKN WS.

**SPECIAL CONDITIONS OF CONTRACT**

**Name of work:** - Rehabilitation of BOXNHL Wagons as per scope of work at C & W Workshop, NWR, Bikaner.

**Location:** - Carriage and Wagon Workshop, North Western Railway, Bikaner.

**Consignee:** - SSE/Wagon Body or authorized representative nominated by CWM/BKN WS.

1. This contract shall be governed by the Standard General Conditions of the Contract April 2022 of Indian Railways with latest amendments & correction slips and wherever special conditions are specified, the special Conditions will supersede the Standard General Conditions. These special conditions, scope of work, specifications and the work Schedules shall govern the works to be executed under this contract in addition to and/or in part supersession of the Standard General Conditions of Contract 2022. Where there is any conflict between these Special Terms & Conditions, Specification of Contract on one hand and Standard General Conditions of Contract of Railway on the other hand, the former shall prevail and decision of the CWM/BKN WS in this connection will be final and binding on the contractor. Standard General Condition of Contract (GCC): The Copy of GCC April, 2022 with latest amendments & correction slips is enclosed with E-tender document and can be downloaded from railway board website also.
2. The contractor shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the Engineer without delay. In case of any contradiction, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained.
3. SECURITY DEPOSIT (SD): - As per Standard General Condition of Contract (GCC) 2022 with latest amendments & correction slips.
4. PERFORMANCE GUARANTEE (PG): - As per Standard General Condition of Contract (GCC) 2022 with latest amendments & correction slips.
- 4.1 FDR/BGs submitted as Performance Guarantees shall be released in favour of the contractor/vendor only upon written advise from Assistant Financial Adviser (AFA/W&S/BKN) office and subsequent on official email srafawsbkn@nwr.railnet.gov.in of AFA/W&S/BKN office to be received by issuing/releasing bank.
- 4.2 The following details may be entered into Structured Financial Messaging System (SFMS) while issuing Bank Guarantees (BG) by contractor in favour of Railways (*In case PG is submitted in form of BG*):

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

*Note: The above details may be revised subject to latest instruction issued by Railway Board/NWR HQ/ CWM BKN WS.*

5. **Force Majeure Clause:** As per Standard General Condition of Contract (GCC) 2022 with latest amendments & correction slips.
6. Working hours: - Normally the work is required to be done in working hours on working days. However, in case of special requirements the aforesaid timings can be changed as per Railway requirement and at the discretion of Railway Administration. If the need arises to work beyond normal working hours, prior permission from railways authorities shall be taken for that.
7. The contractor shall submit the list of employees (with identity card as per format enclosed) to be deployed for execution of the work to the Engineer/Consignee at site before commencement of the work and any subsequent changes made during the execution of the work.
8. **UNIFORMS, SAFETY GEARS** - Contractor will also provide uniform and necessary safety gears, PPEs like safety helmet, safety shoes, apron, mask, gloves, safety goggles etc. to his employees and also ensure their use while working as per requirement of work.

**Sign of Tenderer**

**Chief Workshop Manager Bikaner Workshop**

9. The contractor shall mandatorily submit the details of every employee prior to engagement, in accordance with Annexure-III, for initial verification of any criminal antecedents. The Contractor must submit police verification certificates/reports for all employees to be engaged for this work. In cases where the police verification certificate/report is pending, the contractor must submit proof of application for police verification and provide the verification certificate/report within one month. The Railway reserves the right to prohibit any employee from being engaged in workshop if these conditions are not complied with.  
ठेकेदार को प्रत्येक कर्मचारी की नियुक्ति से पहले, प्रारंभिक आपराधिक पृष्ठभूमि सत्यापन के लिए, Annexure-III के अनुसार सभी विवरण अनिवार्य रूप से प्रस्तुत करने होंगे। ठेकेदार को इस कार्य के लिए नियुक्त किए जाने वाले सभी कर्मचारियों के पुलिस सत्यापन प्रमाणपत्र/रिपोर्ट अनिवार्य रूप से जमा करनी होगी। यदि पुलिस सत्यापन प्रमाणपत्र/रिपोर्ट लंबित हो, तो ठेकेदार को पुलिस सत्यापन के आवेदन का प्रमाण प्रस्तुत करना होगा और एक महीने के भीतर सत्यापन प्रमाणपत्र/रिपोर्ट जमा करनी होगी। यदि इन शर्तों का पालन नहीं किया जाता है, तो रेलवे किसी भी कर्मचारी को कारखाना में कार्य करने से रोकने का अधिकार सुरक्षित रखता है।
10. The contractor shall take all safety measures while his workers are working in the shop. Railway Administration will not be responsible for any type of mishappening or accident. Also in case of any claim made by the contract labour, contractor shall be liable to pay those claims and Railway will not carry any responsibility of such claims/payments.
11. Contractor's staff shall not consume or carry any alcoholic drinks/narcotic drugs or illegal/unauthorized material on their person or personal implements. If any staff is found drunk or carrying/consuming narcotic drug/alcoholic drinks or illegal/ unauthorized material then a suitable penalty as per discretion of Engineer may be imposed on contractor and the amount will be recovered from bill/SD/PG and that staff will not be allowed to work further. Railways may initiate legal action against that staff & contractor involving in such illegal or unauthorized activities.
12. The contractor shall take due care in the execution of the work, any damages to the Railway Property by him or his workmen knowingly or unknowingly while they are in Railway premises working or not working, contractor shall be liable to pay for any losses. The amount to be recovered in such cases shall be determined by Railway. The decision of the Railway administration will be final in this regard.
13. Contractor shall ensure to obey gate pass system for entry and exit to the site of work or any part of the workshop in connection of the work. Contractor and their staff have to park their vehicle at nominated parking stand in workshop otherwise penalty will be imposed.
14. The contractor shall be responsible for the general conduct and discipline of his labours. Railway administration reserves the right to take necessary action as deemed fit in all cases of misconduct/indiscipline. Contractor shall ensure good credentials of staff engaged for this work in workshop. If any staff member of the contractor is found indulging in misconduct/indiscipline/illegal activities, then he shall be removed from the work immediately. Railways may initiate legal action against that staff & contractor involving in such illegal or unauthorized activities.
15. The Railway Administration does not guarantee the offering of constant volume of work on daily basis. Nevertheless, the contractor shall always and promptly provide machine/manpower to comply with the instructions/offered work.
16. Claim for payment of idle labour of contractor if any, will not be entertained by the Railway.
17. Railway will provide space for equipments, tool and material inside the workshop premises. But there will not be the responsibility of railway for any losses and contractor should ensure safety of their tools, equipments and material at their own arrangement.
18. No escalation of labour and material rates will be entertained under any circumstances during contract period. Contractor should take care of that and include such futuristic variation in their quoting rates. PVC- Price Variation Clause (PVC) shall not be applicable for this tender.
19. Carriage & Wagon Workshop Bikaner is INTEGRATED MANAGEMENT SYSTEM, ISO 50001:2018, 5S and Green-Co Silver Certified. The contractor should has awareness about Quality, 5S management, Environment, Energy Management & Health and Safety. All the requirements to this effect shall be observed and followed by the firm.
20. Railway Administration may terminate/determine the contract as per Standard General Condition of Contract (GCC) 2022 with latest amendments & correction slips.
21. The labour engaged by the contractor for execution of the work would have no claim over the Railway for any employment. An undertaking to this effect shall be provided by the contractor from each contractual staff deployed by the contractor.



**22. Delivery Schedule: -**

- 22.1 Nominated supervisor/representative of contractor will collect work memo/instructions from consignee. The work on each item/component is to be completed as per scope of work within stipulated time period.
- 22.2 The contractor shall arrange for material, machinery, equipments, labour, consumable (other than provided by railway) to complete the job most expeditiously within the stipulated completion period.
- 22.3 The contractor shall strictly adhere to the programme framed by the Engineer or his representatives/Consignee to ensure completion of the work within the stipulated time period and in accordance with the scope of work. The contractor shall deploy adequate labour, machinery etc. as specified in the scope of work to achieve timely completion. In the event that the work is not completed in accordance with the scope of work, or the contractor fails to provide sufficient labour, or machinery, or fails to start the work on any day, thereby adversely affecting the daily outturn of the workshop, the Railway reserves the right to take back the items. No payment shall be made for such incomplete items, and a penalty shall also be imposed for the suspension of work arising therefrom.
- 22.4 If the contractor's supervisor/representative refuses to accept the offer memo, or is not available to receive the offer memo for any schedule, it shall be considered a suspension of work, and appropriate action, including the imposition of penalties as stated above, shall be taken.

23. (A) Contractor is to abide by the provisions of Payment of wages act & Minimum Wages act as per Indian Railways General condition of contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'.

Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration /upadation of portal shall be done as under.

- (a) Contractor shall apply for one time registration of his company/firm etc. in the shramikkalyan portal with requisite details subsequent to issue of letter of Acceptance. Engineer shall approve the contractor's registration on the portal within 7 days of receipt of such request.
  - (b) Contractor once approved by any Engineer, can create password with login ID (PAN No.) For subsequent use of portal for all LOAs issued in his favour.
  - (c) The contractor once registered on the portal, shall provide detail of his letter of Acceptance (LoA)/Contract Agreement on shramikkalyan portal within 15 days of issue of any LoA for approval of concerned engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.
  - (d) After approval of LoA by engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure uploading of each wage payment to them on shramikkalyan portal on monthly basis.
  - (e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payment made thereof after each wage period.
- (B) While processing payment of any 'On account bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the engineer or engineer representative that "I have uploaded the correct details of contract labour engaged in connection with this contract and payment made to them during the wage period in railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till .....Month.....Year.
24. The contractor has to make payment to his contract labour according to the latest minimum wages notified by Chief Labour Commissioner/CEC (C) of central government.
25. The contractor shall fulfill & abide by the all relevant statutory provision of Government including Provisions of contract labour (Regulation and Abolition) Act 1970 (Ensure to obtain labour license as per the Act), Contract labour (Regulation and Abolition) Rule 1971, Workmen's Compensation Act 1923, Provision of payment of wages act 1936, Minimum wages act 1948 and Minimum Wages Rules (Central) 1950, Equal Remuneration Act 1976, the payment of Bonus Act 1965, Factory Act 1948, Provisions of Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees' State Insurance (ESI) Act 1948, Employees' State Insurance (ESI), Rules 1950 and Employees State Insurance (General) Regulations 1950 as applicable and Contractor to ensure registration of labourers with the ESI and to comply all aspects of the act, Untouchability act, the Prohibition of Employment as Manual Scavengers and their Rehabilitation Act 2013, Employment of Children Act,

- 1938, EDLI Scheme 1976, EPF Scheme 1952, Employees' Pension Scheme, 1995 and other Labour Laws & Acts as per GCC and Govt., as amended from time to time. The contractor shall indemnify the Railway Administration against any claims or liabilities arising under these Acts. The contractor shall also submit the relevant documents as and when required by the Railways.
26. The contractor shall comply with all statutory provisions of the applicable labour laws relating to Contract Labour. Documentary evidence regarding payment of EPF and ESI, as per the relevant rules, Acts, and schemes, along with the statement of salary paid to the employees' bank accounts, shall be submitted along with each bill.
27. **Inspection of work & rework: -**
- 27.1 The contractor shall provide necessary assistance during inspection and measurement to the Inspecting Officer/Consignee. Inspection at each stage of the work shall be carried out by the Consignee, in accordance with the scope of work, or by any other Inspecting Officer nominated by the Engineer or the Engineer's representative.
- 27.2 Any rework advised by the Consignee/Engineer's Representative during stage or final inspection shall be carried out on priority and completed on the same day, within the time allowed as per scope of work.
28. **Measurement of work and records:**
- 28.1 **Work Evaluation:** The evaluation of the quantum of work shall be carried out by the Engineer's Representative or the Consignee. The details of the work shall be recorded by the Consignee in a register or computer-generated report, which shall be jointly signed by the contractor or his authorized representative and the Engineer's Representative or the Consignee of the work.
- 28.2 **Measurement of Work:** The work executed shall be measured by the Consignee in accordance with Railway rules and standards. Test checks of the work, as per the latest Railway rules, shall be carried out by the Railway Officer and recorded in the Measurement Book. Payment to the contractor shall be made only for the work or quantity actually executed, at the accepted rates, based on measurements taken by the Engineer/Engineer's Representative, or the Consignee.
29. **Labour/Other Data Register :**
- 29.1 **Labour Records:** The contractor shall maintain Labour Attendance and Wage Register, indicating the PF, ESIC account numbers, to record the daily strength of labour in different categories and ranks employed. These records shall be made available to the Engineer for review as and when required.
- 29.2 The contractor shall also furnish a report of any accident to the Consignee/ representative of Engineer/ Engineer, within 1 hours of its occurrence.
- 29.3 **Other Records:** Any other records deemed necessary by the Engineer shall be maintained at the site, and both the Engineer's representative and the contractor shall sign them. The register formats, charts, and other such records shall remain the property of the Railway.
- 29.4 **Display of Notice:** The Contractor has to display notice showing the Name of the contract, contractor name, labour license, number of labours engaged, rate of wages, hours of work, wage period, date of payment of wages and date of payment of unpaid wages, in English, Hindi at the worksite.
- 29.5 The contractor shall, at his own cost, provide the register(s) required for maintaining various records.
30. **PAYMENT TERMS -**
- 30.1 No advance payment will be paid to the contractor.
- 30.2 Payment will be made as per accepted rates, schedule & quantity and contractor should also abide for the same.
- 30.3 Contractor can exercise the option to take payment from Railways through a letter of credit (LC) arrangement as per Railway board letter no.2018/CE-I/CT/9 Dated 04.06.2018. Railway reserve the right to make payments through EFT/LC or any other mode of payment as per latest instructions of railway board.
- 30.4 The payment will be made as per the actual work/quantity executed/completed as per schedules, items of scope of work. The work completed will be measured/recorded and verified by Consignee of work/ representative of CWM/ BKN WS.
- 30.5 The payment will be released on monthly basis. The contractor shall submit the bill invoice in triplicate, along with the necessary documents, in favor of the **CWM, Carriage and Wagon Workshop, NWR, Bikaner.**



- 30.6 Payment will be made to the contractor through NEFT/RTGS/Railway Payment System, for which necessary **“MANDATE FORM”** as per Annexure-II attached and Bank CTS cross Cheque has to be submitted by the contractor compulsorily.
- 30.7 **Deductions:** The Railway shall make necessary deductions from the bills as per extant rules, including Security Deposit (S.D.), Income Tax-TDS, GST-TDS, Cess, and any penalty imposed, etc.
- 30.8 **Bill Passing Authority:-**Chief Workshop Manager, Carriage & Wagon Workshop Bikaner.
- 30.9 **Bill Paying Authority:-**AFA (W&S) Bikaner.
31. **PENALTY CLAUSE–**
- 31.1 If the work is not completed within allowed time as per scope of work then penalty of Rs. 10,000/- per wagon per day delay shall be imposed.
- 31.2 If any deficiency/poor performance is found during NTXR (Or Final Inspecting Authority nominated by Railway)/Other Officer/official inspection then penalty of Rs. 5,000/- per wagon shall be imposed on contractor.
- 31.3 In case of suspension of work as per Scope of Work/Delivery Schedule of Special Conditions of Contract, penalty of Rs. 20,000/- per Wagon shall be imposed on contractor. This penalty will be imposed in addition to clause 31.1 if any.
- 31.4 In case of any Misbehaviour/unacceptable behavior/activity not done as per laid down guidelines by contractor’s staff, a penalty of Rs. 2000/- per instance shall be imposed.
- 31.5 If the scrap/garbage/rubbish generated during the execution of work is not disposed of properly, or if proper housekeeping is not maintained on the shop floor, a penalty of Rs. 1000/- per instance shall be imposed.
- 31.6 In case of any damage to the M&Ps, Railway materials, or other Railway property by the contractor or the contractor’s staff, the cost of damage shall be recovered based on the extent of damage assessed by the Railway Administration. The contractor shall be liable to pay the cost of the damaged material/M&P/property.
- 31.7 **If Identity card, Uniform and PPEs are not provided by contractor to their employees or not being used by them and/or Police verification certificate/report/receipt not submitted by contractor (as per special conditions of contract), a penalty of Rs. 100/- per employee per day shall be imposed.**
- 31.8 In case of any failure reported in form of sick marking or any other failure of wagon due to this work (As per scope of work) within maintenance period, then a penalty of Rs. 20,000/- per wagon will be imposed on contractor.
- 31.9 If any other irregularity is found, a penalty of Rs. 500/- per case shall be imposed.
32. Penalty imposed or any recovery on contractor will be deducted from bill/SD/PG.
33. **Stamp Duty:** The contractor shall be liable to pay all stamp duties for Bank Guarantees, Powers of Attorney, and any other legal documents, in accordance with the provisions of the Rajasthan Stamp Act, as applicable at the time of execution of such documents. The contractor shall also bear all fees related to legal verification and vetting of these documents.
34. **Maintenance Period: -**
- 34.1 The Maintenance period for this contract work is 30 Months from the date of completion of work on wagon as per scope of work.
- 34.2 Security Deposit will be released after expiry of the Maintenance Period and as per SGCC, 2022 with all Corrections & amendment.
35. **Deployment of Manpower, Supervisor:**
- 35.1 **Contractor’s Site Engineer/Supervisor-** Contractor shall deploy one qualified Engineer (Degree) as per instructions of Railway Board’s letter no. 2012/CE-I/CT/O/20, New Delhi, Dated 10.05.2013 or as per latest instruction of Railway Board. The liquidated damage/penalty as per above letter will be deducted from Bill/SD/PG in case of non compliance.
- 35.2 **Deployment of Manpower:** The contractor shall deploy a sufficient number of skilled manpower (welders and fitters) and unskilled labour (helpers) to execute the work in accordance with the scope of work and the instructions of the Engineer/Consignee. Welders deployed by the contractor shall possess the requisite qualifications and experience as specified in the scope of work. Documentary evidence of each welder’s qualifications and experience shall be submitted to the Consignee.

36. **Variation of Work and Contract Period:** The Railway reserves the right to increase or decrease the quantity of work and/or the contract period at any time, as per the requirements of the work and in accordance with the Standard General Conditions of Contract (GCC) with latest amendment.
37. Wherever the term “Engineer” is provided, it shall mean **Chief Workshop Manager, Carriage & Wagon workshop, NWR, Bikaner** or his representative.
38. In case of any dispute, the decision of **Chief Workshop Manager, Carriage & Wagon workshop Bikaner** will be the final.
39. **Jurisdiction of courts:** - The legal court jurisdiction shall remain limited to Civil Court, Bikaner and High Court of Rajasthan.

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**Form-1****DECLARATION FORM**

To  
Chief Workshop Manager,  
Carriage & Wagon Workshop,  
North Western Railway,  
Bikaner.

I/We have specifically noted Conditions of Tender {Clause No. 16 of Tender Form (second sheet) of IR SGCC 2022} and declare that

1. **No** such Retired Engineer of the Gazetted rank or any other retired Gazetted Officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being, **OR** being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, **OR** being an incorporated company have any such retired Engineer of the gazetted rank.

OR

2. **If Yes**, then List of Retired/ Serving Engineer or retired/ serving Gazetted Officer associated with the Tenderer/ relative to Tenderer/ Partner in case of partnership firm / joint venture (JV) / registered society / registered trust / Director/ Engineer in case of incorporated company/ Employment under contractor

Sr. No.	Name of the Officer/ Engineer	Relation-ship with Tenderer	If serving, designation & place of working	If retired			
				Date of Retirement	Designation & place of working at the time of retirement	Whether period of retirement is more than 1 year from the date of submission of tender	Particulars of permission taken from President of India or any Authorized officer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Note: - Submit required document along with Tender as per clauses mentioned above.

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

**Signature & Stamp of  
Authorized Signatory**

**Form-2****DECLARATION FOR TYPE OF FIRM**

1.	Specify the the constitution of the type of Firm 1. Sole Proprietorship, 2. Partnership Firm, 3. Company, 4. Joint Venture (JV), 5. Registered Society, 6. Registered Trust, 7. HUF, 8. Other	
2.	Full name of firm (Tenderer)	
3.	Year of formation/ Incorporation	
4.	PAN No. of Firm/ Proprietor	
5.	GST No:	
6.	Registered Office Address	
7.	Address on which correspondence regarding this tender should be done	
8.	Names of the Proprietor/ Partners/Members etc	

Date:.....

Address: .....

Signature of Tenderer

**Sign of Tenderer**

**Chief Workshop Manager Bikaner Workshop**

**Annexure - II****Mandate Form**

(Details to be uploaded with E-tender)

**Tender Notice No** \_\_\_\_\_

PARTICULARS OF THE CONTRACTOR		
1.	NAME OF CONTRACTOR:	
2.	ADDRESS:	
3.	PHONE NO.:	
4.	MOBILE No.:	
5.	FAX No. :	
6.	EMAIL ID :	
7.	PAN No.	
8.	GSTIN No.:	
9.	BANK NAME:	
10.	BANK's BRANCH NAME:	
11.	BANK IFS CODE:	
12.	BANK MICR CODE :	
13.	BANK ADDRESS:	
14.	BANK BRANCH TEL No.: FAX No.:	
15.	CONTRACTOR's BANK ACCOUNT NO.:	
16.	ACCOUNT TYPE: (SAVING/CURRENT/CASH CREDIT)	

**DECLARATION BY THE PARTY**

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, the Railway Administration will not be held responsible.

One cancelled cheque/Scanned copy of the cheque duly carrying IFS Code is enclosed. It is certified that the particulars furnished above are correct as per our records.

Date:-

Address: -----

Signature of Contractor  
With Stamp

**Sign of Tenderer****Chief Workshop Manager Bikaner Workshop**

**Annexure - III****Details Required for Verification on NCRC Portal***(Mandatory for each contractual employee)*

Org. Ref. No.	Name	Father's Name	Mother's Name	Date of Birth	Pre- sent Add- ress	Pin Code in Num- ber	Police Station	Dis- trict	State	Perm- anent Add- ress	Pin Code in Num- ber	Police Station	Dis- trict	State

Note: This format may be revised as per instruction of Railway Board/NWR HQ/CWM BKN WS.

Sign of Tenderer

Chief Workshop Manager Bikaner Workshop

**Identity Card Format and Specification (Annexure-IV)**

अनुलग्नक-I

**Sample of Identity Card for Contract Service Providers in Indian Railways**

**Front View**

**Back View**

Font (Times New Roman)

Size: -

- 1) Entry Pass- 14
- 2) Name-12
- 3) Signature of contractor, Designation of issuing authority-10
- 4) Name of contractor, ID card No., validity of contract, date of issue, validity -8
- 5) Blood Group-14
- 6) Contract awarded by Div/Deptt-12
- 7) Mobile-24
- 8) Instructions-6

अनुलग्नक-II

**Specification -Identity Card for Contract Service Providers in Indian Railways**

Card	
Color	Orange
Size	8.75 cm x 5.4 cm
Material	PVC 24 micron
Printing	Digital Printing, Orange
Fabrication	NTR Non Tarable fusing process

Lanyard	
Color	Orange
Size	2 cm x 96 cm
Material	Polyster Silicon Fabric Dor 240 gsm
Hook	Dog hook & Clip SS plated
Printing	Digital printing both side black font on orange base

Photograph- Colored

**Face Coverage-** Center head within frame and present full head from top of hair to bottom of chin. The face should cover 70 percent of the photo.

Details in QR code-

- i) Name and address
- ii) Aadhaar No
- iii) Date of issue
- iv) Validity upto
- v) Police verification date
- vi) Name of Agency
- vii) Name & designation of issuing authority
- viii) Name of contract

**Note:**

1. Railway reserves the rights to change/update the format and Specification of Identity (ID) card.
2. The contractor shall provide one copy of the identity card to the Engineer's office/consignee. In case of any deviation from the prescribed identity card format, the Railway reserves the right to disallow the use of such identity card, and correct identity card shall mandatorily be provided to all employees by the contractor.

Sign of Tenderer

Chief Workshop Manager Bikaner Workshop

**Annexure-V****FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

I.....(*Name and designation*)\*\*appointed as the attorney/authorized signatory of the tenderer (including its constituents), M/s \_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender

No. \_\_\_\_\_ of \_\_\_\_\_ (*Railway*)\*\*, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

**Sign of Tenderer**

**Chief Workshop Manager Bikaner Workshop**

**Annexure-V(A)**

**As per clause 11 (iv) of Tender Form (Second Sheet) (In case of other than Company/Proprietary firm, Annexure-V(A) shall also be submitted by the each member of a Partnership Firm/Joint Venture(JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)**

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

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

SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/ CONSTITUENT PARTNER

Place:

Dated:

**Annexure-VI**

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

NAME OF BIDDER/JV PARTNER: \_\_\_\_\_

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

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

**SEAL AND SIGNATURE OF THE BIDDER**

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

(Signature of Chartered Accountant)

Name of CA: \_\_\_\_\_

Registration No: \_\_\_\_\_

(Seal)

Sign of Tenderer

Chief Workshop Manager Bikaner Workshop



**Annexure - VII****DETAIL OF SIMILAR NATURE OF WORKS SUCCESSFULLY COMPLETED OR SUBSTANTIALLY COMPLETED DURING LAST 07 (SEVEN) YEARS, ENDING LAST DAY OF MONTH PREVIOUS TO THE ONE IN WHICH TENDER IS INVITED****EXPERIENCE CERTIFICATE**

S. No.	Name of Work & Organisation	Agt./work order Ref.	Value of contract	Date of completion	Actual Completion Amount	Payment received

**Note:-**Documentary Evidence detailing the above items shall be furnished along with the tender.

**Place: -**

**Date: -**

**Signature of tenderer**

**LIST OF WORK ON HAND**

S. No.	Name of Work & Organisation	Agt./work order Ref.	Value of contract	Date of completion	Present Physical progress	Likely date of Completion

**Place: -**

**Date: -**

**Signature of Tenderer**

**LIST OF PLANT & MACHINERY AVAILABLE ON HAND AND PROPOSED TO BE INDUCTED AND HIRED FOR THE TENDERED WORK**

S. No.	Plant / Machinery with Specifications	Brand/ Make	Date of Procurement	Capacity/ Rating	Qty. No.	Present Condition

**Place: -**

**Date: -**

**Signature of Tenderer**

**LIST OF PERSONNEL / ORGANIZATION ON HAND AND PROPOSED TO BE ENGAGED FOR THE TENDERED WORK**

S. No.	Name & Designation	Qualification	Experience	Organisation with whom working

**Place: -**

**Date: -**

**Signature of Tenderer**

\*\*\*\*\*

**Sign of Tenderer**

**Chief Workshop Manager Bikaner Workshop**