



पूर्वोत्तर सीमा रेल /N.F. Railway  
कार्यालय/Office Of the  
मुख्य कारखाना प्रबंधक/Chief Workshop Manager  
पू. सी. रेल यांत्रिक कारखाना/N. F Railway Mechanical Workshop  
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### निविदा आमंत्रण सूचना

#### NOTICE INVITING TENDER

रत के राष्ट्रपति की ओर से, मुख्य कारखाना प्रबंधक, पू.सी.रेल यांत्रिक कारखाना, डिब्रूगढ़, निम्नलिखित कार्यों के लिए सक्षम फर्मों/ठेकेदारों से ई-निविदा प्रणाली के माध्यम से “खुली निविदा” आमंत्रित करते हैं:

For and on behalf of the President of India, Chief Workshop Manager, N.F. Railway Mechanical Workshop-Dibrugarh invites “Open Tender” through E-Tendering System from the competent Firm(s)/Contractor(s) for the service as detailed below:

ई-टेंडर सूचना संख्या: E- Tender Notice No.:	<b>DBWS-NIET-09-2026-27 dated: 15.06.2026.</b>
कार्य का नाम: Name of the work:	<b>Upgradation of toilets in 150 nos. LHB Non-AC coaches at DBWS (RSP P.B No.369/2025-26).</b>
कार्य की अनुमानित लागत: Approximate Cost of the work:	<b>Rs. 13,90,63,958/- Inclusive of GST @ 18 %.</b>
अग्रिमधन (ईएमडी): Earnest Money (EMD):	<b>Rs. 27,81,300/- shall be deposited in the form of ONLINE through e-payment gateway i.e. net banking, debit card, credit card etc. only available on IREPS portal.</b>
प्रस्ताव की वैधता: Validity of the Offer:	<b>90 days from the date of opening of tender.</b>
अनुबंध की वैधता अवधि: Validity Period of Contract:	<b>02 (Two) Years from the date of commencement of work subsequence to issuance of “Letter of Acceptance”. However, the validity period contract may be extended/ reduced, only at the discretion of the Railway Administration.</b>
गारंटी/वारंटी अवधि: Guaranty/Warranty period:	<b>36 months from the date of outturn of coach.</b>
टेंडर बंद होने की तिथि और समय: Date & Time closing of Tender:	<b>08.07.2026 at 15:00 hrs.</b>
टेंडर खोलने का स्थान और तिथि: Place & date of opening of Tender:	<b>08.07.2026 at 15:30 hrs.</b>
टेंडर दस्तावेज डाउनलोड करने के लिए वेबसाइट विवरण: Website details for downloading tender Documents:	The complete information about the tender document of above e-tender will be available up to <b>15:00 hrs. of 08.07.2026</b> in website <a href="http://www.ireps.gov.in">http://www.ireps.gov.in</a> . The tenderer requires submitting their e-tender on this website only.
समाचार पत्र में प्रकाशन: Publication in newspaper:	<b>Prominent and Leading National and Local Newspapers on or before 22.06.2026.</b>

इस द्विभाषी निविदा दस्तावेज के अंग्रेजी और हिंदी संस्करणों के बीच व्याख्या या अनुवाद के संबंध में उत्पन्न किसी भी विसंगति, अस्पष्टता या विवाद की स्थिति में, अंग्रेजी संस्करण प्रभावी होगा और उसे प्रामाणिक तथा बाध्यकारी संस्करण माना जाएगा।

In case of any discrepancy, ambiguity, or dispute arising out of interpretation or translation between the English and Hindi versions of this Bilingual Tender Document, the English version shall prevail and be considered as the authoritative and binding version.

### 1.0 न्यूनतम पात्रता मानदंड:

#### 1.1 तकनीकी पात्रता मानदंड:

(a) निविदाकर्ता ने पिछले 07 (सात) वर्षों के दौरान, जो उस माह के अंतिम दिन तक हो जिसमें निविदा आमंत्रित की गई है, निम्नलिखित श्रेणियों में से किसी एक प्रकार के कार्य को सफलतापूर्वक पूर्ण किया हो या पर्याप्त रूप से पूर्ण किया हो:

(i) तीन समान कार्य, जिनमें से प्रत्येक की लागत निविदा के विज्ञापित मूल्य के 30% के बराबर या उससे कम न हो, या

(ii) दो समान कार्य, जिनमें से प्रत्येक की लागत निविदा के विज्ञापित मूल्य के 40% के बराबर या उससे कम न हो, या

(iii) एक समान कार्य, जिसकी लागत निविदा के विज्ञापित मूल्य के 60% के बराबर या उससे कम न हो।

(b) (1) संयुक्त कार्यों (जैसे कि एक से अधिक पृथक घटकों वाले कार्य, जैसे सिविल इंजीनियरिंग कार्य, S&T कार्य, विद्युत कार्य, OHE कार्य आदि तथा प्रमुख पुलों के मामले में – सबस्ट्रक्चर, सुपर स्ट्रक्चर आदि) के लिए निविदाओं के मामले में, निविदाकर्ता ने पिछले 07 (सात) वर्षों के दौरान, जो उस माह के अंतिम दिन तक हो जिसमें निविदा आमंत्रित की गई है, निम्नलिखित श्रेणियों में से किसी एक प्रकार के कार्य को सफलतापूर्वक पूर्ण किया हो या पर्याप्त रूप से पूर्ण किया हो:

(i) तीन समान कार्य, जिनमें से प्रत्येक की लागत निविदा के प्रत्येक घटक के विज्ञापित मूल्य के 30% के बराबर या उससे कम न हो, या

(ii) दो समान कार्य, जिनमें से प्रत्येक की लागत निविदा के प्रत्येक घटक के विज्ञापित मूल्य के 40% के बराबर या उससे कम न हो, या

(iii) एक समान कार्य, जिसकी लागत निविदा के प्रत्येक घटक के विज्ञापित मूल्य के 60% के बराबर या उससे कम न हो।

(b)(1) के लिए टिप्पणी: विभिन्न घटकों के लिए तकनीकी पात्रता मानदंड की पूर्ति हेतु न्यूनतम आवश्यक मूल्य के पृथक पूर्ण किए गए कार्यों को भी विचार किया जाएगा।

(b)(2) ऐसे मामलों में, संयुक्त कार्य में “घटक” क्या होगा, इसे स्पष्ट रूप से पूर्व-परिभाषित किया जाएगा तथा उसकी अनुमानित निविदा लागत को बिना किसी अस्पष्टता के निविदा दस्तावेजों का भाग बनाया जाएगा।

(b)(3) निविदाकर्ता की तकनीकी पात्रता का मूल्यांकन करने हेतु केवल वही कार्य घटक, जो तकनीकी पात्रता के मूल्यांकन के लिए निविदा दस्तावेजों में निर्दिष्ट किए गए हैं, विचार किए जाएंगे। शेष अन्य घटकों में शामिल कार्य का निष्पादन या तो निविदाकर्ता स्वयं करेगा यदि उसके पास मानक सामान्य शर्तों के अनुबंध की धारा 7 में उल्लिखित अनुभव है, अथवा धारा 7 के अनुसार आवश्यकताओं को पूरा करने वाले उप-ठेकेदार के माध्यम से, या संयुक्त रूप से अर्थात् आंशिक रूप से स्वयं तथा शेष उप-ठेकेदार के माध्यम से, मुख्य इंजीनियर की पूर्व लिखित स्वीकृति से किया जाएगा।

हालांकि, यदि निविदा दस्तावेजों में विशेष शर्तों के माध्यम से आवश्यक हो, तो मुख्य ठेकेदार द्वारा प्रस्तावित कार्य के घटक(घटकों) के लिए उप-ठेकेदार(ों) के साथ विधिवत नोटरीकृत एवं न्यायालय में विधिक रूप से प्रवर्तनीय एक औपचारिक समझौता किया जाएगा तथा इसे प्रस्ताव के साथ प्रस्तुत किया जाएगा, ताकि तकनीकी पात्रता की पूर्ति हेतु उस कार्य क्षेत्र के उप-ठेका (Subletting) पर विचार किया जा सके। ऐसा उप-ठेकेदार निम्नानुसार तकनीकी पात्रता मानदंड को पूरा करेगा:

उप-ठेकेदार ने पिछले 5 वर्षों के दौरान, जो उस माह के अंतिम दिन तक हो जिसमें निविदा आमंत्रित की गई है, किसी कार्य अनुबंध के माध्यम से उप-ठेके के लिए प्रस्तावित कार्य के समान कम से कम एक कार्य सफलतापूर्वक पूर्ण किया हो, जिसकी लागत उप-ठेका दिए जाने वाले कार्य के मूल्य के 35% से कम न हो।

**टिप्पणी:** ₹ 50 लाख तक की लागत वाले कार्यों के उप-ठेका के लिए रेलवे द्वारा उप-ठेकेदार के किसी पूर्व कार्य अनुभव की मांग नहीं की जाएगी।

यदि अनुबंध प्रदान किए जाने के बाद या कार्य निष्पादन के दौरान ठेकेदार के लिए उप-ठेकेदार को बदलना आवश्यक हो जाता है, तो यह परिवर्तन मानक सामान्य शर्तों के अनुबंध की धारा 7 के अनुसार आवश्यकताओं को पूरा करने वाले उप-ठेकेदार(subcontractor) के साथ, मुख्य इंजीनियर की पूर्व लिखित स्वीकृति से किया जाएगा।

#### मद 1.1 के लिए टिप्पणी:

a. निजी व्यक्ति द्वारा जारी कार्य अनुभव प्रमाण पत्र को स्वीकार नहीं किया जाएगा। हालांकि, किसी सरकारी संगठन द्वारा जारी कार्य अनुभव प्रमाण पत्र के अतिरिक्त, ऐसी पब्लिक लिस्टेड कंपनी द्वारा जारी कार्य अनुभव प्रमाण पत्र, जिसका पिछले 3 वित्तीय वर्षों (वर्तमान वित्तीय वर्ष को छोड़कर) में औसत वार्षिक टर्नओवर ₹ 500 करोड़ या उससे अधिक हो, जो नेशनल स्टॉक एक्सचेंज या बॉम्बे स्टॉक एक्सचेंज में सूचीबद्ध हो तथा निविदा बंद होने की तिथि से कम से कम 5 वर्ष पूर्व निगमित/पंजीकृत हो, भी स्वीकार किया जाएगा, बशर्ते कि कार्य अनुभव प्रमाण पत्र उक्त कंपनी द्वारा इस प्रकार के प्रमाण पत्र जारी करने हेतु अधिकृत व्यक्ति द्वारा जारी किया गया हो। यदि निविदाकर्ता पब्लिक लिस्टेड कंपनी द्वारा जारी कार्य अनुभव प्रमाण पत्र प्रस्तुत करता है, तो उसे कार्य अनुभव प्रमाण पत्र के साथ-साथ संबंधित कार्य आदेश की प्रति, मात्राओं का बिल, प्राप्त भुगतानों का बिल-वार विवरण (चार्टर्ड अकाउंटेंट द्वारा विधिवत प्रमाणित), सभी प्राप्त भुगतानों के लिए TDS प्रमाण पत्र तथा कंपनी द्वारा भुगतान किए गए अंतिम/अंतिम बिल की प्रति भी प्रस्तुत करनी होगी।

b. तकनीकी पात्रता मानदंड के मूल्यांकन हेतु कार्य पूर्णता विवरण Annexure-XIII के अनुसार प्रस्तुत किया जाएगा। Annexure-XIII में दी गई जानकारी का समर्थन करने वाले सभी दस्तावेज निविदा के साथ प्रस्तुत किए जाने चाहिए; अन्यथा निविदा को अस्वीकृत किया जा सकता है।

### 1.0 Minimum Eligibility Criteria:

#### 1.1 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 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 fulfilment 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 sublet, 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 1.1:**

- a. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, 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.
- b. For evaluation of the Technical Eligibility criteria, work completion details shall be submitted as per Annexure-XIII. All supporting documents substantiating the data furnished in Annexure-XIII shall be submitted along with the bid; failing which, the bid is liable to be rejected.

**Similar nature of work:**

***“Supply & Fitment” of Complete Interior Furnishing or refurbishment including Electrical & Mechanical Work of LHB Coaches in any unit of Indian Railways/ Public Sector Unit undertakings (PSUs). “Interior furnishing or Re-furbishment” would mean supply and installation of flooring, wall paneling, ceiling, provision of seats and berths, Lavatory of Coach in the interior of LHB coach.***

**OR**

***Complete Manufacturing of Metro Coaches Rolling Stock including its Roof Ceiling Panels, side wall panel, seats, doors, gangway & electrical items.***

**OR**

***Complete refurbishment activity including Mechanical & Electrical work of Metro Coaches for Repair & Replacement of side wall panel, roof ceiling panel, flooring, doors and gangway.***

**1.2 वित्तीय पात्रता मानदंड:** निविदाकर्ता का न्यूनतम औसत वार्षिक संविदात्मक टर्नओवर V/N या ‘V’, जो भी कम हो, होना चाहिए; जहाँ,

V = निविदा का विज्ञापित मूल्य (करोड़ रुपये में)

N = कार्य पूर्ण करने हेतु निर्धारित वर्षों की संख्या, जिसके लिए निविदाएं आमंत्रित की गई हैं।

औसत वार्षिक संविदात्मक टर्नओवर की गणना पिछले तीन वित्तीय वर्षों में “कुल संविदात्मक भुगतान” के औसत के रूप में, लेखा-परीक्षित बैलेंस शीट के अनुसार की जाएगी। हालांकि, यदि पिछले वर्ष की बैलेंस शीट अभी तैयार/लेखा-परीक्षित नहीं हुई है, तो औसत वार्षिक संविदात्मक टर्नओवर की गणना के लिए चौथे पिछले वर्ष की लेखा-परीक्षित बैलेंस शीट को माना जाएगा।

निविदाकर्ता Annexure-VIB के अनुसार आवश्यक जानकारी प्रस्तुत करेगा, साथ ही लेखा-परीक्षित बैलेंस शीट की प्रतियाँ, जो चार्टर्ड अकाउंटेंट द्वारा विधिवत प्रमाणित हों/या चार्टर्ड अकाउंटेंट द्वारा जारी प्रमाण पत्र, जो लेखा-परीक्षित बैलेंस शीट द्वारा विधिवत समर्थित हो, संलग्न करेगा।

**1.2. 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-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

**1.3** उपर्युक्त निर्धारित किसी भी शर्त का पालन न करने पर निविदा अस्वीकृत किए जाने हेतु उत्तरदायी होगी ।

**1.3** Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected.

कृते मुख्य कारखाना प्रबंधक  
For Chief Workshop Manager  
पू.सी.रेल, डिब्रूगढ़/N.F. Railway

सं./No. **DBWS-NIET-09-2026-27**

**Dated:15.06.2026**

प्रति/Copy to:

- मुख्य जन संपर्क अधिकारी / मालीगाँव : NIT को प्रमुख एवं अग्रणी राष्ट्रीय तथा स्थानीय समाचार पत्रों में **22/06/2026** से पूर्व प्रकाशन हेतु प्रेषित किया जाता है। प्रकाशनों की पेपर कटिंग्स निविदा प्रकरण की प्रक्रिया हेतु कृपया इस कार्यालय को भेजी जाएं। प्रकाशन व्यय आवंटन शीर **06-130-21** के अंतर्गत देय है।

CPRO/MLG: NIT is sent for publication in the prominent and leading National and Local Newspapers on or before **22/06/2026** Paper cuttings of the publications may please be sent to this office for processing of the Tender case. The publication cost is chargeable to Head of Allocation 06-130-21

कृते मुख्य कारखाना प्रबंधक  
For Chief Workshop Manager  
पू.सी.रेल, डिब्रूगढ़/N.F. Railway

**निविदा से संबंधित जानकारी एवं निर्देश**

**INFORMATION AND INSTRUCTIONS REGARDING THE TENDER**

निविदा के साथ प्रस्तुत किए जाने वाले अनिवार्य दस्तावेजों की चेकलिस्ट:

**Check List of Mandatory documents to be submitted by the bidder along with the bid:**

SN	Document
1	Annexure I (Tender Form- First Sheet)
2	FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS as per Annexure- V. (Duly filled and signed with seal by the bidder).
3	Declaration certificate as per Annexure -V(A) in case of other than Company/Proprietary firm. (Duly filled and signed with seal by the bidder).
4	Complete Tender document stamped and signed or digitally signed on each page.
5	Documents as per clause No. 14 & 15 of Tender Form (Second sheet), Annexure-I of this document.
6	Work completion certificate in support of technical eligibility criteria in format as per Annexure-XIII
7	Annexure VIB duly filled, signed and certified by CA.
8	Audited balance sheet for last 3/4 FY.
9	Tenderer's Credentials (Bid Capacity) as per Annexure- XIV.

उपरोक्त दस्तावेजों की सूची संपूर्ण नहीं है। निविदा दस्तावेज में उल्लिखित सभी अन्य शर्तें/मानदंड अनिवार्य रूप से लागू होंगे। उपरोक्त अनिवार्य दस्तावेजों का न प्रस्तुत करना निविदाकार के प्रस्ताव को अस्वीकृति के लिए उत्तरदायी बना देगा।

**The above list of documents is not exhaustive. All other condition/ criteria mentioned in tender document shall also be applicable accordingly. Non-submission of the above mandatory documents shall render the Tenderer's offer liable for rejection.**

**PART- I****INSTRUCTIONS TO TENDERERS (ITT)**

**1.0 Applicability:** These instructions and conditions of contract shall be applicable for all the tenders and contracts of railways for execution of 'Works' as defined in GFR 2017.

**1.01 Order of Precedence of Documents:** In a contract agreement, in case of any difference, contradiction, discrepancy, with regard to conditions of tender/contract, specifications, drawings, Bill(s) of Quantities etc., forming part of the tender/contract, the following shall be the order of precedence:

- i. Letter of Award/ Acceptance (LOA)
- ii. Bill(s) of Quantities
- iii. Special Conditions of Contract
- iv. Technical Specifications as given in tender documents
- v. Drawings
- vi. Indian Railways Standard General Conditions of Contract updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- vii. Indian Railways Unified Standard Specification (IRUSS-2019) updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- viii. CPWD Specifications 2019 Vol I & II updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- ix. Indian Railways Unified Standard Specifications (Works and Material) 2010 updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents, if applicable in the contract.
- x. IR Specifications/Guidelines updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.
- xi. Relevant B.I.S. Codes updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

**1.1 Interpretation:** These Instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications additions or suppression by Special Conditions of Contract and/or Special Specifications, if any, annexed to the Tender Forms.

**1.2 Definition:** In these Instructions to Tenderers, the following terms shall have the meanings assigned hereunder except where the context otherwise requires:

- (a) "Railway" shall mean the President of the Republic of India or the administrative officers of the Railway or Successor Railway authorized to deal with any matter, which these presents are concerned on his behalf.
- (b) "General Manager" shall mean the Officer-in-Charge of the general superintendence and control of the Zonal Railway/Production Unit and shall also include Addl. General Manager, General Manager (Construction) and shall mean and include their successors of the Successor Railway.
- (c) "Chief Engineer" shall mean the Officer-in-Charge of the Engineering Department of Railway and shall also include Chief Engineer (Construction), Chief Electrical Engineer, Chief Electrical Engineer (Construction), Chief Signal & Telecom Engineer, Chief Signal & Telecom Engineer (Construction), Chief Mechanical Engineer and shall mean and include their successors of the Successor Railway.
- (d) "Divisional Railway Manager" shall mean the Officer-in-Charge of a Division of Zonal Railway and shall mean and include Divisional Railway Manager of the Successor Railway.
- (e) "Engineer" shall mean the Divisional Engineer or Executive Engineer, Divisional Signal & Telecom Engineer, Divisional Electrical Engineer, Divisional Mechanical Engineer in executive charge of the works and shall include the superior officers, both Open Line and Construction Organizations, of Engineering, Signal & Telecom, Mechanical and Electrical Departments, i.e. the Senior Divisional Engineer/Deputy Chief Engineer, Senior Divisional Signal & Telecom Engineer / Dy. Chief Signal & Telecom Engineer, Senior Divisional Electrical Engineer / Deputy Chief Electrical Engineer, Senior Divisional Mechanical Engineer and shall mean & include the Engineers of the Successor Railway.
- (f) "Tenderer" shall mean the person / firm / co-operative or company whether incorporated or not who tenders for the works with a view to execute the works on contract with the Railway and shall include their representatives, successors and permitted assigns.
- (g) "Limited Tenders" shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.
- (h) "Open Tenders" shall mean the tenders invited in open and public manner and with adequate notice.
- (i) "Works" shall mean the works contemplated in the drawings and Bill(s) of Quantities set forth in the tender forms and required to be executed according to the specifications.

(j) “Specifications” shall mean the Specifications for Materials and Works of the Railway as specified under the authority of the Ministry of Railways or Chief Engineer or as amplified, added to or superseded by special specifications if any, appended to the Tender Forms.

(k) Standard Schedule of Rates (SSOR) shall mean the schedule of Rates adopted by the Railway, which includes-

1. “Unified Standard Schedule of Rates of the Railway (USSOR)” i.e. the Standard Schedule of Rates of the Railway issued under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents;

2. “Delhi Schedule Of Rates (DSR)” i.e. the Standard Schedule of Rates published by Director General/ Central Public Works Department, Government of India, New Delhi, as adopted and modified by the Railway under the authority of the Chief Engineer from time to time, updated with correction slips issued up to date of inviting tender or as otherwise specified in the tender documents.

(l) “Drawings” shall mean the maps, drawings, plans and tracings, or prints thereof annexed to the Tender Forms.

(m) “Contractor’s authorized Engineer” shall mean a graduate engineer or equivalent, having more than 3 years’ experience in the relevant field of construction work involved in the contract, duly approved by the Engineer.

(n) Date of inviting tender shall be the date of publishing tender notice on IREPS website if tender is published on website or the date of publication in newspaper in case tender is not published on website.

(o) “Bill of Quantities” shall mean Schedule of Item(s) included in the tender document along with respective quantities.

**1.3** Words importing the singular number shall also include the plural and vice versa where the context requires.

## **CREDENTIALS OF CONTRACTORS**

### **2. Application for Registration and Approved list of contractors:**

**2.1** Works of construction and of supply of material shall be entrusted for execution to contractors whose capabilities and financial status have been investigated and approved to the satisfaction of the Railway. A list of approved contractors may also be maintained by the Railway. The said list be revised periodically once in a year or so by giving wide publicity through advertisements etc. For registration, the contractor including a contractor who is already on the approved list shall apply to the concerned General Manager (Construction) / Chief Administrative Officer (Construction) / Principal Chief Engineer / Principal Chief Signal & Telecommunication Engineer / Principal Chief Mechanical Engineer / Principal Chief Electrical Engineer/ Divisional Railway Manager, furnishing particulars regarding:

(a) his position as an independent contractor specifying engineering organization available with details of partners / staff / engineers employed with qualifications and experience;

(b) his capacity to undertake and carry out works satisfactorily as vouched for by a responsible official or firm; details about the transport equipments, construction tools and plants etc. required for the work, maintained by him;

(c) his previous experience of works similar to that to be contracted for, in proof of which original certificates or testimonials may be called for and their genuineness verified, if needs be, by reference to the signatories thereof;

(d) his knowledge from actual personal investigation of the resources of the area/zone or zones in which he offers to work;

(e) his ability to supervise the work personally or by competent and duly authorized agent;

(f) his financial position;

**2.2** An applicant shall clearly state the categories of works and the area/zone/division(s)/district(s) in which he desires registration in the list of approved contractors.

**2.3** The selection of contractors for enlistment in the approved list would be done by a committee for different value of slabs as notified by Railway.

**2.4** An annual fee as prescribed by the Railway from time to time would be charged from such approved contractors to cover the cost of sending notices to them and clerkage for tenders etc. Notices shall be sent to them on registered e-mail address and registered postal address.

## **TENDERS FOR WORKS**

**3. Tender Form:** Tender Forms shall embody the contents of the contract documents either directly or by reference and shall be as per specimen form, Annexure-I. e-Tender Forms shall be issued free of cost to all tenderers.

**4. Omissions & Discrepancies:** Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It

shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

#### 5. Bid Security:

- (1) (a) The tenderer shall be required to submit the Bid Security with the tender for the due performance with the stipulation to keep the offer open till such date as specified in the tender, under the conditions of tender. The Bid Security shall be as under:

Value of the Work	Bid Security
For all works	2% of the estimated cost of the work

Note:

- (i) The Bid Security shall be rounded off to the nearest ₹100. This Bid Security shall be applicable for all modes of tendering.
  - (ii) Any firm recognized by **Department of Industrial Policy and Promotion (DIPP)** as **‘Startups’ shall be exempted from payment of Bid Security** detailed above.
  - (iii) Labour Cooperative Societies shall submit only 50% of above Bid Security detailed above.
- (b) It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of stipulation on his part, that after submitting his tender he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to the Engineer. Should the tenderer fail to observe or comply with the said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- (c) If his tender is accepted, this Bid Security mentioned in sub para (a) above 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. 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 that may happen thereto while in their possession, nor be liable to pay interest thereon.
- (2) The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** and shall be valid for a period of 90 days beyond the bid validity period.
- (3) **In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:**
- i. **Firm/Contractor must submit BG/PG only from SFMS enabled banks.**
  - ii. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - iii. The original Bank Guarantee should be delivered in person to **SSE/Tender Cell/DBWS** before the closing date for submission of bids (**i.e. excluding the last date of submission of bids**).
  - iv. Non-submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non-submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - v. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - vi. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
  - vii. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification **“Bid for the \*\*\*\*\* Project”** and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.
  - viii. The envelope shall be addressed to the officer and address as mentioned in the tender document.
  - ix. If the envelope is not sealed and marked as instructed above, the Railway assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

#### 6. Care in Submission of Tenders:

- (a) (i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered



during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all-inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.

- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
- (b) When work is tendered for by a firm or company, the tender shall be signed by the individual legally authorized to enter into commitments on their behalf.
- (c) The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. It may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.
- (a)(v) Contractor shall be liable to pay/refund the amount collected as GST to the Indian Railways along with interest and penalties, if any imposed by the authorities, in case GST input tax credit of Indian Railways is denied/rejected by the tax authorities due to reasons mentioned below but not limited to:  
*Wrong/incorrect invoices issued by Contractor;*  
*No-filing of GST returns;*  
*Non-payment of GST collected from Indian Railways to the authorities;*  
*Any other non-compliance done by Contractor;*

**General Indemnity:** Contractor hereby agrees to indemnify and hold harmless the Indian Railways from and against any and all losses, including loss on account of Input Tax Credit and all losses incurred by the Indian Railways relating to or arising out of or in connection with any actual or threatened claim, legal action, proceedings, prosecution or inquiry by or against the Indian Railways arising out, directly or indirectly, of failure by the contractor to comply with the provisions of GST and related laws, or based upon or arising from any failure by the Contractor.

**Retention Money:** Any payment liable to be paid by Indian Railways to contractor against the goods or services or both supplied by such contractor to Indian Railways shall be kept on hold in case supplier makes any non-compliance of any of the GST law provisions including non-reporting of invoices in GST returns. Such payment shall be released after proper verification of records and availability of ITC to Indian Railways as per provisions of GST Law.

**6.1** The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as **Annexure-V**. In addition to **Annexure-V**, in case of other than Company/Proprietary firm, **Annexure –V(A)** shall also be submitted by 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 above 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 is qualifying the Qualifying Criteria mentioned in the Tender Document.

**6.2 SIGNING OF TENDER:** In terms of **Clause No. 02** of self-declaration certificate (attached as **Annexure-V**), Tenderer (s) shall also sign and affix stamp at each and every page/paper of Tender Document or digitally signed and all other documents/ manuals/Literatures/drawings/sketches/leaflets etc., to be submitted by them along with their offer, in token of having been understood and owned such submission fully, by the tenderer(s) without which his/their tender is liable to be rejected.

## **CONSIDERATION OF TENDERS**

**7. Right of Railway to Deal with Tenders:** The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in

whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.

**7A. Two Packets System of Tendering:** With a view to assess the tenders technically without being influenced by the financial bids, 'Two Packets System of tendering' shall be adopted wherein tender documents provide for the same.

**7B. Pre-Bid Conference:** Intenders having advertised value more than Rs 50 Crore or as mentioned in the tender document, Railway shall conduct Pre-Bid Conference(s) with the prospective bidders.

**7C. Make in India Policy:** Provisions of Make in India Policy 2017 issued by Govt. of India, as amended from time to time, shall be followed for consideration of tenders.

**7D. Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.

**7E. Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing.

However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.

**8. Execution of Contract Document:** The Tenderer whose tender is accepted shall be required to appear in person at the office of General Manager/General Manager (Construction), Chief Administrative Officer (Construction), Divisional Railway Manager or concerned Engineer, as the case may be, or if tenderer is a firm or corporation, a duly authorized representative shall appear (there would be no need for appear in person if agreement is signed digitally) and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall be entitled to forfeit the full amount of the Bid Security and other dues payable to the Contractor under this contract. The failed Contractor shall be debarred from participating in the re-tender for that work.

**9. Form of Contract Document:** Every contract shall be complete in respect of the document it shall so constitute. Not less than 2 copies of the contract document shall be signed by the competent authority and the Contractor and one copy given to the Contractor (there would be no need of signing two copies if agreement is signed digitally).

(a) For Zone Contracts, awarded on the basis of the percentage above or below the applicable chapter(s) of Standard Schedule of Rates (SSOR) for the whole or part of financial year, the contract agreement required to be executed by the tenderer whose tender is accepted shall be as per specimen form, Annexure-II. During the currency of the Zone Contract, work orders as per specimen form Annexures-III, for works not exceeding ₹ 5,00,000 each, shall be issued by the Divisional Railway Manager / Executive Engineer under the agreement for Zone Contract.

(b) For contracts for specific works, the contract document required to be executed by the tenderer whose tender is accepted shall be an agreement as per specimen form Annexure- IV.

## 10.

- (i) For all the tenders having advertised cost of Rs. 10 lakh or above, the contractor shall have the option to take payment from Railways through a letter of credit (LC) arrangement.
- (ii) This option of taking payment through LC arrangement has to be exercised in IREPS (Indian Railway Electronic Procurement System- the e-application on which tenders are called by Railways) by the tenderer at the time of bidding itself and the tenderer shall affirm having read over and agreed to the terms and conditions of the LC option.
- (iii) The option so exercised, shall be an integral part of the bidder's offer.
- (iv) The above option of taking payment through LC arrangement, once exercised by tenderer at the time of bidding, shall be final and no change shall be permitted, thereafter, during execution of contract.
- (v) In case tenderer opts for payment through LC, following shall be the procedure to deal release payment through LC.
- (vi) The LC shall be a sight LC.
- (vii) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation thereof shall be borne by the contractor.

- (viii) SBI, New Delhi, Main Branch will be the nodal branch for issue of LCs based on online requests received from Railway Accounts Units for tenders opened in financial year 2018-19. SBI branches where the respective Railway Accounts Office has its Account (local SBI branch) will be the issuance/reimbursing branch for LC issued under this arrangement. The Bank shall remain same for this tender till completion of contract. The incidental cost@0.15% per annum of LC value, towards issue of LC and operation thereof shall be borne by the contractor and shall be recovered from his bills.
- (ix) The LC shall be opened initially for duration of 180 to 365 days in consultation with Contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
- (x) The LC terms and conditions shall be inter-alia indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor.
- (xi) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of Authorization after passing the bill for completed work, to enable contractor to claim the authorized from their bank.
- (xii) The acceptable, agreed upon document for payments to be released under the LC shall be the Document of Authorization.
- (xiii) The Document of Authorization shall be issued by Railway Accounts Office against each bill passed by Railways.
- (xiv) On issuance of Document of Authorization, a copy of Document of Authorizations shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway Accounts Office to Railway's bank (Local SBI Branch).
- (xv) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.
- (xvi) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).
- (xvii) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).
- (xviii) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railway Accounts Office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.
- (xix) Any number of bills can be dealt within one LC, provided the sum total payments to contractor is within the amount for which LC has been opened.
- (xx) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.
- (xxi) The release of performance guarantee or security deposit shall be dealt directly by Railway with the contractor i.e. not through LC.

**11. LABOUR LAWS ETC.:** The contractor should abide by all the Provisions of the Minimum Wages Act - 1948, Provisions of the Payment of Wages Act-1936, Provisions of Contract Labour (Regulation and Abolition) Act-1970, Provident of Employees Provident Fund and Miscellaneous Provisions Act, 1952 and Provisions of the Workmen Compensation Act -1923, etc. along with any statutory modifications or re-enactment thereof and other relevant rules and regulation of Central and State Govt.

## **12. SRAMIK KALYAN PORTAL:**

- (A) The successful contractors are required to upload details of their LoAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis.

Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause 54 and 55 of 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/ up-dation of Portal shall be done as under:

- i. 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.
- ii. 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.

- iii. The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA) / Contract Agreements 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.
  - iv. After approval of LoA by Engineer, contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on shramikkalyan portal on monthly basis.
  - v. It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour& payments made thereof after each wage period.
- (B) While processing payment of any 'On Account bill' or 'Final bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_ Month, \_\_\_\_ Year."

(Railway board's Ref. Letter No.2018/CE-I/CT/4 New Delhi, Dated 17.10.2018).

## NORTHEAST FRONTIER RAILWAY

## TENDER FORMS (FIRST SHEET)

- Tender Notice No: - **DBWS-NIET-09-2026-27 Dated: 15.06.2026**
- Name of work: - **“Upgradation of toilets in 150 nos. LHB Non-AC coaches at DBWS (RSP P.B No.369/2025-26).”**

To

The President of India

Acting through the Chief Workshop Manager,

Northeast Frontier Railway Mechanical Workshop, Dibrugarh-786001

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 **90** 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 **Northeast Frontier** 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 **24** months from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the Indian Railways Standard General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.

3. A Bid Security of ₹ \_\_\_\_\_ has already been deposited online/ submitted as Bank Guarantee bond. 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 the time frame as mentioned in the Tender Document after receipt of orders to that effect.

4. (a) I/We am/are a Startup firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ..... valid upto ..... (Copy enclosed) and hence exempted from submission of Bid Security.

5. We are a Labour Cooperative Society and our Registration No. is ..... with .....and hence required to deposit only 50% of Bid Security.

6. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

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

Date \_\_\_\_\_

Address of the Tenderer(s)  
\_\_\_\_\_

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

**TENDER FORM (Second Sheet)**

**1. Instructions to Tenderers and Conditions of Tender:** The following documents form part of Tender / Contract:

- (a) Tender Forms – First Sheet and Second Sheet
- (b) Special Conditions/Specifications (enclosed)
- (c) Bill(s) of quantities (enclosed)
- (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railways as amended/corrected upto latest correction slips, copies of which can be downloaded from Indian Railway's website <https://indianrailways.gov.in>.
- (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be downloaded from Indian Railway's website <https://indianrailways.gov.in>.
- (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 **CWM/DBWS** and / or Chief Engineer, **Northeast Frontier** Railway 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 the 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 **NF Railway, Mechanical Workshop, Dibrugarh** as applicable to **TSK** Division 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 **24** 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 this document, 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 \_\_\_\_\_ 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 fulfilment 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 fulfilment 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 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 notarised, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfilment of technical eligibility. Such subcontractor must 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 sublet, 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.

**Similar nature of work:**

*“Supply & Fitment” of Complete Interior Furnishing or refurbishment including Electrical & Mechanical Work of LHB Coaches in any unit of Indian Railways/ Public Sector Unit undertakings (PSUs). “Interior furnishing or Re-furbishment” would mean supply and installation of flooring, wall paneling, ceiling, provision of seats and berths, Lavatory of Coach in the interior of LHB coach.*

**OR**

*Complete Manufacturing of Metro Coaches Rolling Stock including its Roof Ceiling Panels, side wall panel, seats, doors, gangway & electrical items.*

**OR**

*Complete refurbishment activity including Mechanical & Electrical work of Metro Coaches for Repair & Replacement of side wall panel, roof ceiling panel, flooring, doors and gangway.*

**10.2. Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/Nor '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-VIB, 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:** To be submitted as per Annexure- XIV.

**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  $0.3 \times 0.2$  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 Credentials:**

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

Tenderer(s) who is / are not borne on the approved list of the Contractors of **Northeast Frontier 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 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, Northeast Frontier Railway Mechanical Workshop, Dibrugarh-786001** 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): Participation of JV is not allowed in this Tender.**

**(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):**

(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:**

(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 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 Partnership Firms in works tenders:**

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

**17.2**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.

**17.3**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.

**17.4**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.

**17.5**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.

**17.6**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.

**17.7**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.

**17.8**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.

**17.9**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.

(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.

**17.10** 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.

**17.11 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.

**18.0 LOCAL CONDITIONS:**

**18.1** It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. The Railway shall not be entertaining any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser on account of any local condition or factor.

**18.2** In the event of the tenderer desiring to have a field survey before furnishing his quotations, he may apply to Railways for permission in this regard. Such permission will be given in writing by the Railways but the expenses in this regard will be borne by the tenderer completely.

**18.3** Before submitting tender(s) the tenderer(s) is advised to inspect the proposed site of work and fully acquaint himself/themselves with the site conditions, working hours, type of land, trees or shrubs that he/ they will have to cut, stacking space for materials, approach roads, pathways available etc. and all relevant items connected with the execution of the work. No claim shall be entertained at a later stage by the Railway on such grounds from the contractor(s).

**19. SIGNING OF TENDER:** In terms of Clause No. 02 of self-declaration certificate (attached as Annexure-V) Tenderer (s) shall also sign and affix stamp at each and every page/paper of Tender Document or digitally signed and all other documents/ manuals/Literatures/drawings/sketches/leaflets etc., to be submitted by them along with their offer, in token of having been understood and owned such submission fully, by the tenderer(s) without which his/their tender is liable to be rejected.

**20. ACCEPTANCE/REJECTION OF TENDER (S):**

**20.1** The authority competent for the acceptance of this tender will rest with Chief Workshop Manager, N.F. Railway Mechanical Workshop, Dibrugarh who does not bind himself to accept the lowest or any other tender nor does he undertake to assign reasons for declining to consider any particular tender or tenders. No tenderer/tenderer(s) shall demand any explanation of the cause of rejection of his/their tender. No correspondence will be entertained with the tenderer/tenderer(s) in respect of the rejection of any or all tenders.

**20.2** The tender containing erase and/or alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer(s) in his/their entries must be attested.

**20.3** Correction Fluids should not be used in the Tender Document.

**20.4** If a tenderer deliberately gives/tenders 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.

**20.5** If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railways shall deem such tender as cancelled. If a partner of the firm expires after the submission of their tender or after the acceptance of their tender the Railway shall deem such tender as cancelled unless the firm retains its character

(Signature)

(Designation)

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

Date \_\_\_\_\_

Railway Date \_\_\_\_\_

**TENDER FORM (Third Sheet)**

**Name of work: - “Upgradation of toilets in 150 nos. LHB Non-AC coaches at DBWS (RSP P.B No.369/2025-26).”**

**BILL OF QUANTITIES**

SN	Description of Work	Qty	Unit
1	Cost of Mechanical Material & Labour (Schedule- A)	150	Coach
2	Cost of Electrical Material item (Schedule- B)	150	Coach
3	Cost of Electrical Labour item (Schedule- C)	150	Coach
<b>Total estimated cost including GST @ 18% = Rs. 13,90,63,958.00</b>			

**Note: - Advertised tender Value may be different from the tender value shown in the document. This is due to automatic rounding off of the rates in the IREPS website. Reference of the rate in all cases will be the advertised tender value hosted in the website. Schedule wise details available in IREPS for bidding.**

The quantities shown in above schedule are approximate and are as a guide to give the bidder(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 bidder has to quote the single percentage ***ABOVE/BELOW or AT PAR w.r.t. the estimated cost of the work in the E-bidding only.***



## Part II

### STANDARD GENERAL CONDITIONS OF CONTRACT

The Tenderer shall note that the work shall be governed by Indian Railways Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/corrected upto latest correction slip, before or after finalization of the contract, whatsoever.

**GCC 2022 along with the latest correction slips is attached along with the tender for reference.**

The soft copy of same can be seen in the website:

[https://indianrailways.gov.in/railwayboard/view\\_section.jsp?lang=0&id=0,1,304,366,526,2624](https://indianrailways.gov.in/railwayboard/view_section.jsp?lang=0&id=0,1,304,366,526,2624)

The Railway Administration is entitled to recover penalty or terminate the contract if the contractor is in default or fails to comply with such directions. Tenderer must go through General Conditions of Contract and Special Conditions of Contract before quoting the rates.

### GENERAL OBLIGATIONS

**GCC 2022, Clause 16** pertaining to Security Deposit and Performance Guarantee is as follows:

#### GENERAL OBLIGATIONS

**16.(1) Security Deposit: The Security Deposit shall be 5% of the contract value.** The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provided further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of India, either towards the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time, depending upon extension of contract granted in terms of **Clause 17A and 17B** of the Standard General Conditions of Contract.

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

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

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

**16. (2) (ii) Forfeiture of Security Deposit:** Whenever the contract is rescinded as a whole under **clause 62 (1)** of Part II of GCC 2022, the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

**16.(3)** No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4)(b) of this clause will be payable with interest accrued thereon.

#### **16.(4) Performance Guarantee**

The procedure for obtaining Performance Guarantee is outlined below:

- (a) The successful bidder shall have to submit a Performance Guarantee (PG) **within 21 (Twenty-one) days** from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is

competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e. from 22<sup>nd</sup> day after the date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

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

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

- (b) **The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the Original Contract Value and Additional Performance Guarantee as per clause 16(4)(h) in any of the following forms:**

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee (Firm/Contractor must submit BG/PG only from SFMS enabled banks.);
- (iii) Insurance Surety Bond as per Annexure-XI.

**Note:**

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

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
  - (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
  - (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
  - (vii) Deposit in the Post Office Saving Bank;
  - (viii) Deposit in the National Savings Certificates;
  - (ix) Twelve years National Defense Certificates;
  - (x) Ten years Defense Deposits;
  - (xi) National Defense Bonds and
  - (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.
- (c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.
- (d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.
- (e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.
- (f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- (g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- (i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
  - (ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
  - (iii) The Contract being determined or rescinded under clause 62 of these conditions.

- (h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an **Additional Performance security** shall be submitted by the bidder as below:

Bid Quoted in % of Advertised Cost	Additional Performance Guarantee (%)
------------------------------------	--------------------------------------

Below 0 -5 % (inclusive)	Nil
Below 5 %	5%

**18. (1) Illegal Gratification:** Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;
- v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;
- vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment procurement planning of the tender process in which he is participating;
- vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information.

**18.(2) Punitive Provisions:**

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
  - a) Forfeiture or encashment of bid security;
  - b) calling off of any pre-contract negotiations; and
  - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
  - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - b) Forfeiture or encashment of any other security or bond relating to the procurement,
  - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
  - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
  - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

**Part - III****SCOPE OF WORK  
AND  
SPECIAL CONDITIONS OF CONTRACT**

The Tenderer shall note that the work shall be governed by Indian Railways Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications for (Works and Materials) of Railway as amended/corrected upto latest correction slip, before or after finalization of the contract, whatsoever.

The Railway Administration is entitled to recover penalty or terminate the contract if the contractor is in default or fails to comply with such directions. In case of any conflict between the Special Conditions of Contract on one hand and Indian Railways Standard General Conditions of Contract on the other hand, these special conditions shall prevail.

**NAME OF WORK: - Upgradation of toilets in 150 nos. LHB Non-AC coaches at DBWS (RSP P.B No.369/ 2025-26).**

**PLACE OF WORK: - N.F. Railway Mechanical Workshop, Dibrugarh.**

**1. SCOPE OF WORK:**

This work will involve coach toilet upgradation in 150 Nos. of LHB Non-AC coaches inside the Dibrugarh workshop for a period 02 (Two) Years from the date of commencement of work subsequence to issuance of "Letter of Acceptance" as per the given Scope of Works.

**Schedule A: Upgradation of Toilets in LHB Non-AC Coaches (Mechanical Material & Labour)****I. Toilet Area (Supply & fitment):**

<b>S.No</b>	<b>Item Description</b>	<b>Inspection Mode</b>
1	Walls: Panelling of Coach Toilet – Supply & fitment of 6mm TDPCP of make Kommerling/ Aluplast/ Alstone. Must qualify HL3 as per EN45545.	TPI
2	Ceiling: Supply & fitment of 6mm TDPCP make Kommerling/Aluplast/Alstone meeting HL3 compliance.	TPI
3	Toilet door. 3mm TDPCP complying EN45545 HL3. Existing handle & lock replaced.	TPI
4	Inside wash basin SS304 + APCM as per Drg MMDTS 18008.	TPI
5	Inside dustbin beneath wash basin counter as per MMDTS 18008.	TPI
6	Inside mirror 5mm with APCM frame. Ref JUDW/MECH/20/696.	TPI
7	Tap & health faucet Model F1610110CP + bib cock F280003CP.	Consignee against OEM GC/TC
8	Toilet paper holder SS/ABS. Make SUSA/Jaquar/Kohler/Cera/KC.	Consignee against OEM GC/TC
9	Bacteria neutralizer as per RDSO/2008/CG-11.	TPI
10	Western commode lid—Alpine/TipTop/SUSA.	Consignee against OEM GC/TC
11	Soap dispenser 800–1000ml. Make Bobrick/Dolphin/Gojo/Merida/ACME/SUSA.	Consignee against OEM GC/TC
12	Water tap F280002CP Jaquar/Hindware/Kohler etc.	Consignee against OEM GC/TC
13	Western commode toilet bowl SS similar to LHB type. RCF Drg No. LS63117, LS63119, LS63120, MLW63005.	Consignee against OEM GC/TC
14	Grab bar PU coated SS304.	Consignee against OEM GC/TC
15	Toilet inlay FRP/TDPCP.	TPI
16	Indian Pan LHB type. RCF Drg No. LE63202 & MI005384	TPI
17	Aluminium profiles J,H,F,90°,135°.	TPI
18	Epoxy flooring as per RCF Spec MMDTS 44289.	TPI
19	EPFS system as per MMDTS 19027 Rev03.	TPI

**II. Doorway & Gangway Area (Supply & fitment):**

S.No	Item Description	Inspection Mode
1	Walls & ceiling 3mm/6mm TDPCP HL3; hinges Dorma/Southco/Dirak.	TPI
2	Outside wash basin + dustbin APCM as per MMDTS-18008 Rev1.	TPI
3	Mirror 5mm APCM frame as per MMDTS-18008.	TPI
4	FRP waste bin as per MDTs133. Drg 24-845 ALT1.	TPI
5	CDTS panel FRP MDTs133.	TPI
6	Water tap F280002CP.	Consignee against OEM GC/TC
7	Braille Signage as per ICF MD253.	TPI
8	Stripping & fitment of PVC flooring (122 sq.ft).	Consignee
9	Welding of flexible PVC flooring (6.95m).	Consignee

**Schedule B: Electrical Material (Supply & fitment):**

S.No	Item Description	Inspection Mode
1	Toilet LED light aluminum Flushed with Ceiling spring free with aluminum Screw concealer 3-5W/110V AC/DC of diameter 76 +/- 1mm and 1 number of 6-9W/110V AC/DC of diameter 100 +/- 1 mm with 60000 hours LEDs and CRI>80 color temperature 6000-7000K. fire rating EN 45515 HL2 and tested as per RDSO Specification RDSO/PE/SPEC/TL/O091-2016 (Rev1')	Consignee against GC/TC from OEM (approved sources only as per Vendor Directory )
2	Doorway & Gangway LED light Flushed  with Ceiling inbuilt LED type aluminum spring free lights with aluminum screw concealer 3-5W/110V ACDC of diameter 76 +/-1mm and 1 number of 6-9W/110V ACDC of diameter 100 +/- 1mm with 60000 hours LEDs and CRI>80 color temperature 6000-7000K. fire rating EN 45515 HL2 and tested as per RDSO Specification RDSO/PE/SPEC/ TL/O091 2016 (Rev1').	Consignee against GC/TC from OEM (approved sources only as per Vendor Directory )
3	1.5 SQ MM BLACK COLOUR, ELECTRON BEAM IRRADIATION CURING PROCESS THIN WALLED FLEXIBLE ELASTOMERIC CABLE WITH COPPER CONDUCTOR SUITABLE FOR ROLLING STOCK APPLICATION CONFORMING TO RDSO SPEC NO. ELRS/SPEC/ELC/0019, REV 4, FEB-2018. UPTO 750V GRADE.	TPI ( cables to be procured from Approved sources only as per Vendor Directory ).
4	1.5 SQ MM BLUE COLOUR, ELECTRON BEAM IRRADIATION CURING PROCESS THIN WALLED FLEXIBLE ELASTOMERIC CABLE WITH COPPER CONDUCTOR SUITABLE FOR ROLLING STOCK APPLICATION CONFORMING TO RDSO SPEC NO. ELRS/SPEC/ ELC /0019, REV 4, FEB-2018. UPTO 750V GRADE.	TPI ( cables to be procured from Approved sources only as per Vendor Directory ).

**Schedule C: Upgradation of toilets in LHB Non AC coaches (Electrical Labour):**

S.No	Item Description	Inspection Mode
1	Stripping, fitting,  rewiring, fixing of 14 nos. LED lights in each coach along with all accessories	Consignee

- 2. Warranty:** The guarantee/warranty for the work against each coach shall be of **36 months** from the date of outturn of coach for their work. Defects arising due to poor workmanship within the warranty period shall be rectified by the contractor at no additional cost. The firm has to attend the warranty complaint in any Depot over entire N.F. Railway within 5 days from the date of receipt (including the date of receipt of complaint) of such complaint and rectify the same within 2 days of handing over the coach. Mode of communication of complain will be through official email id/WhatsApp.

**DETAILED SCOPE OF WORK:**

1. As per **RB's L/No. 2022/EDME (EnHM & Project)/Misc.12 dated 26.12.2024**, brief scope of work is provided below. However, all the items of works required for the satisfactory completion of the work are deemed to have been included in the scope and details of work of Tender document whether explicitly stated or

not. The contractor is expected, to render all necessary and complete services and execute all works required in every respect to ensure smooth and timely planning and execution of the contract work.

<b>Schedule A: Toilet Area</b>				
<b>SN</b>	<b>Area</b>	<b>Scope of work</b>	<b>Reference Drg./ Spec/Make</b>	<b>Remarks</b>
1.	Walls	Paneling of Coach toilet	6mm Thermoformable Decorative Polymerized Composite Panel (TDPCP) of make Kommerling/ Aluplast/ Alstone. Must qualify HL 3 as per EN 45545	Minimum 6mm Thermoformable Decorative Polymerized Composite Panel (TDPCP) shall be used as final paneling on the metal frame. Material shall qualify EN-45545 HL-3 for fire worthiness. The skin surface shall be in wooden finishes, beige family or any other subtle design as used in aircrafts. All toilets must have screwless modular fixing features for ease of assembly & dismantling.
2.	Ceiling	Existing ceiling of toilet inside to be replaced with 6mm Thermoformable Decorative Polymerized Composite Panel (TDPCP) of make Kommerling/ Aluplast/ Alstone meeting HL 3 compliance in thickness of minimum 6mm.	6mm Thermoformable Decorative Polymerized Composite Panel (TDPCP) of make Kommerling/ Aluplast/ Alstone.	Light weight Thermoformable Decorative Polymerized Composite Panel (TDPCP) shall be used as ceiling material. The sheet installation shall be fixed or openable type as required. Branded hinges and panel lock of make Dorma, Southco, Industrialas, Dirak shall be used for easy opening and closing. Ceiling shall be installed in such a way that sagging and unevenness shall not be visible even after repeated opening and closing. Colour of these sheets shall be white or light gray in LHB Non AC coaches.
3.	Toilet doorwith mortice type door opening & closing arrangement	Existing toilet door to be replaced with 3mm Thermoformable Decorative Polymerized Composite Panel (TDPCP) make Kommerling/ Aluplast/ Alstone complying to EN 45545 HL.3. Existing door handle and lock to be replaced with new type of opening & closing arrangement.	Both materials shall qualify EN 45545 HL 3 for fire worthiness.	Provision for replacement of existing door metal frame and having 3mm TDPCP as skin material. Fitment would be of Pivoted type or with Full Length Piano type continuous hinge. Existing handles, latch and locks to be replaced with new type of opening & closing arrangement of mortice type lock & handle. The lock to have handle, locking arrangement and engage/ vacant indication all in one. Make – Dorma, Southco, Industrialas, Dirak. For proper strengthened fitment of mortice latch lock in lavatory doors of LHB coaches, side casing or side plates are required. It should also be ensured that striker plate which is fixed to door frame is also of the same make as the lock.
4.	Inside Washbasin	Inside wash basin bowl of SS along with countertop to be made of Aluminium Polymer Composite Material.	Drg No. MMDTS 18008	Provision for SS304 wash basin bowl with countertop in Aluminium Polymer Composite as per MMDTS 18008 inside each toilet.

5.	Inside Dustbin below wash basin	Inside Dustbin panel beneath wash basin counter.	MMDTS 18008	Supply & fitment of compact dustbin panels below wash basin countertop area to be made of Aluminium polymer composite material as per specification MMDTS-18008 Rev-01 with easy to access dustbin having LID and SS 304 dustbin inside. All hardware to be of Dorma, Southco, Industrialas, Dirak make.
6.	Inside Mirror	Large size flushed mirror of 5mm thickness with frame of Aluminium Polymer Composite Material inside toilet.	MMDTS 18008 Ref. Drg. No. – JUDW/ MECH/20/ 696	Mirror frame to be of Aluminium Polymer Composite with aesthetically pleasing inlay design as per MMDTS 18008 (Mirror in brand like Saint Gobain, Modi Guard, Asahi Glass) etc. Ref. Drg. No. – JUDW/ MECH/ 20/ 696
7.	Toilet light	Concealed LED light	RDSO Specification RDSO/ PE/ SPEC/ TL/ 0091-2016 (Ref '1')	Toilet shall be equipped with inbuilt LED type aluminium spring free lights with aluminium screw concealer 3-5 W/ 110V ACDC of diameter 76 +/- 1mm and 1 number of 6-9 W/ 110V ACDC of diameter 100 +/- 1mm with 60000 hours LEDs and CRI>80 color temperature 6000-7000K. Fire rating EN 45515 HL2 and tested as per RDSO specification – RDSO/ PE/ SPEC/ TL/ 0091-2016 (Rev1)
8.	Tap alongwith health faucet	Health faucet to be provided in each toilet with two way bib tap	Bib cock as per Model No. – F280003CP. Health faucet as per Model No. – F1610110CP	Length of flexible pipe to be approx 900 mm. The sprinkler & flexible hose to be chrome plated. Bib cock to be of Hindware Model no. F280003CP & Health Faucet to be of Hindware Model no. F160110CP or similar make of Jaquar/ SuSa/ ToTo/ Kohler/ CERA.
9.	Toilet paperholder	Stainless steel or ABS plastic paper roll holder for western style toilet.	Kimberley Clark model no. 69460 or similar make SUSA/ Jaquar/ Kohler/ Cera/ Kimberley Clark.	To maintain the hygiene, and avoid pilferage, misuses & mishandling, the toilet paper should be in complete enclosed dispenser/ holder.
10.	Bacteria neutralizer dispenser	Bacteria neutralizer dispenser within built air circulation system along with bio-enzyme bacterial refills in built with fragrance.	RDSO/2008/CG-11 (latest) or equivalent	Automatic Hygiene & Odor Control System along with bio-enzyme bacterial refills in built with fragrance. Capacity 610ML or above for uninterrupted service. Brand-TOTO, Susa, Acme, Water Berry
11.	Western Commode Lid Cover	Heavy Duty Commode Lid with Auto Retractor seat cover.	Brand Alpine, Tip Top, Susa or equivalent	Existing western commode to be fitted with Auto retractor seat cover of Tiptop, Alpine or equivalent make
12.	Soap dispenser	Modular type manual wall mounted liquid soap dispenser with inbuilt lock & key feature.	Brand/ Make: Bobrick, Dolphin, Gojo, Merida, ACME, SUSA Capacity – Approx. 800-1000 mL.	Wall mounted liquid soap dispenser with the theft resistance installation arrangement in each toilet brand – Jaquar, Bobrick, Merida, SUSA, ACME.

13.	Water taps for inside of toilet at wash basin	Quarter turn bib cock	Brand/Make F280002CPofHindware/ Kohler/Grohe/Dolphin/ TOTO/ Susa	Taps for inside wash basins in all the LHB Non AC coaches to be quarter turn bib cock of make/ Brand F280002CP of Jaquar/ Hindware/Kohler/ Grohe/ Dolphin/ Toto/ Susa.
14.	Western commode toilet bowl & seat cover for Western Commode	Existing western commode shall be replaced with SS toilet bowl and additional shroud shall be used for better hygiene.	Stainless steel toilet bowl similar to LHB toilet look.	Toilet bowl commode shall be changed and shall be shrouded in FRP or FRCP material. Color of the shroud shall be in gray or other color matching with overall aesthetics to interior of toilet.
15.	PU coated grab bar	Disabled friendly grab bar to be used inside toilet door in approx. 18 inch sized x 25mm	SS-304	PU coated disabled friendly grab bar to be used inside toilet door in approx. 18 inch sized x 25mm. The same to have anti-skid PU skin. Make- Jaquar/ SUSA/ Hindware/ Southco/ Industrilas/ Dira
16.	Toilet inlay	FRP or decorative Polymerized composite panel (TDPCP) floor inlay for Indian pan and Western inlay.	Make Kommerling/ Aluplast/ Alstone	Existing inlay to be replaced with new modular FRP as per MDTS 133 or TDPCP inlay. The surface shall be free from any damage, dent or undulation. The surface shall be antiskid and shall comply with fire retardancy of HL-3 as per EN-45545.
17.	Indian Pan	Existing pan to be replaced with new pan with functionality of LHB type pan.		Existing Indian pan to be replaced with new type of pan having inner ring for water flushing to introduce concealed flushing system.
18.	All types of Aluminium profiles	Profiles/ Angles/Flats of Aluminium		All types of Aluminium profiles used for screw less mounting of wall panels including J, H, F, 90 and 135 degree profiles.
19.	Flooring	Laying of Two Part Solvent Free Epoxy Resin Coating as flooring material in lavatory area with proper slope for Drainage	RCFSpec.- MDTS44289 (latest)	It should be in Matte finish & PVC or Metal speckles & glitters to be used for Decorative surface finish. COLOR - MATCHING SIMILAR TO RAL 1000 (to match interior color scheme)
<b>Schedule B: Doorway &amp; Gangway Area</b>				
<b>SN</b>	<b>Area</b>	<b>Scope of work</b>	<b>Reference Drg./Spec</b>	<b>Remarks</b>



1.	Walls & Ceiling	Side wall and ceiling panel in non AC doorway and gangway area.	Make Kommerling/ Aluplast/ Alstone	Side Wall – 3MM decorative polymerised composite panel (TDPCP) panels qualifying to EN45545- HL3. Color light grey or light blue or wooden color shall be used in LHB Non AC coaches Doorway Ceiling - 3MM decorative polymerised composite panel (TDPCP) panels qualifying to EN45545- HL3. Gangway Ceiling & D Panel for Water Tank Cover - 6MM decorative polymerised composite panel (TDPCP) panels qualifying to EN45545- HL3. In case of TDPCP the surface shall be decorated and it will not require additional GFRE or other skin material. Branded hinges and panel lock of Make – Dorma, Southco, Industrialas, Dirak or equivalent reputed make shall be used.
2.	Doorway & Gangway light	Concealed LED light	RDSO specification RDSO/ PE/ SPEC/ TL/ 0091-2016 (Rev '1')	Doorway & Gangway shall be equipped with inbuilt LED type aluminum spring free lights with aluminum screw concealer 3- 5W/110V ACDC of diameter 76 +/- 1mm and 1 number of 6- 9W/110V ACDC of diameter 100 +/- 1mm with 60000 hours LEDs and CRI>80 color temperature 6000-7000K. fire rating EN 45515 HL2 and tested as per RDSO Specification- RDSO/ PE/ SPEC/ TL/ 0091- 2016 (Rev1').
3.	Outside washbasin with dustbin	Outside Wash Basin Bowl along with Countertop & Below Panel to be made of Aluminium Polymer Composite Material with SS Dustbin inside		Supply & Fitment of wash basin bowl with Countertop & Dustbin to be made of Aluminium polymer composite material as per specification MMDTS-18008 Rev-01 along with compact panels below wash basin countertop area to be made of Aluminum polymer composite material as per specification MMDTS-18008 Rev-01 with easy to access dustbin having LID. All hardware to be of Make – Dorma, Southco, Industrialas, Dirak
4.	Mirrors	Large size flushed mirror of 5mm thickness with frame of Aluminium Polymer Composite Material outside toilet.	MMDTS-18008	Mirror frame made up of Aluminum Polymer Composite as per MMDTS 18008 Rev-1 for making it aesthetically pleasing. (Mirror in Brand like Saint Gobain, Modi Guard, Asahi Glass) etc.
5.	Waste bin arrangement	Existing arrangement to be replaced with FRP Waste Bin Arrangement with matching aesthetics and nylon belt.	FRP – RCF MDTs133 (latest) or equivalent. Ref. Drg. No.- JUDW/MECH/24- 845 ALT-1	To be made in FRP as per MDTs 133. Color to be matched with paint shade in doorway gangway in water based PU paint as per MMDTS 20046 Ref. Drg. No.- JUDW/MECH/24-845 ALT-1
6.	CDTS Panel Door	Modified CDTS panel cover to Accommodate	FRP Panel for CDTS panel & Painted water base paint	Color to be matched with paint shade in doorway gangway in water based

		EPFS panel to be fixed with all S.S. fittings	as per RCF MDTs 133 (latest) or equivalent	PU paint as per MMDTS 20046
7.	Water tap for basin	Quarter turn Bib Cock	(Brand/ Make F280002CP Hindware/ kohler/ Grohe/ Dolphin/ TOTO/ Susa/ Jaquar)	Quarter turn Bib cock for toilets in Brand/ Make F280002CP of Hindware/ Kohler/ Grohe/ Dolphin/ TOTO/ Susa/ Jaquar)
8.	Braille signage		As per ICF specification no.	As per ICF specification no.
9.	Stripping and fitment of PVC in the floor of doorway and gangway area.		Per coach area: 122 sqft	
10.	Provision of flexible PVC flooring with PVC electrodes for NAC coaches		Per coach requirement: 6.95m	

**2. During execution of work of toilet up-gradation in LHB non-AC Coaches, the following will also be ensured:**

- (i) Proper fitment of all CSK screws
- (ii) Fitment of Toilet Door handle/latch etc with the help of template.
- (iii) Proper workmanship during laying of epoxy to get proper finish around SS Pan and Epoxy interface along with lavatory drain for floor mounting.
- (iv) Fitment of all standard latches and Tower Bolts
- (v) Proper fitment of Toilet threshold and toilet door hinge foot
- (vi) Provision of beading on Washbasin counter along side wall.
- (vii) Painting in doorway gangway area should also include Pantry area, Linen Cabinet, Passenger Compartment doors, Main Entrance Doors back side etc.
- (viii) Refurbishment of Linen Cabinet and its doors. (Repair of doors, handles and latches/ locking arrangement).

**NOTE:**

- (i) Mounting for floor drain and drain pipe connections and wash basin drain pipe modification to be done during laying of floor inlay and epoxy flooring in toilets.
- (ii) Hose pipe and adapter of Overhead tank and air vent valves of spring type and floating type to be changed.

**3. The contractor should do the following under environmental work:**

- (iii) The Work should be done in the nominated areas only.
- (iv) The released materials/Pieces of PVC etc. (liable for disposing) should be dumped in the waste bins of the Workshop after taking permission from SSE/CBS/DBWS for proper disposal.
- (v) After finishing, the work the area should be cleaned properly so that no materials/cuttings remain in the shop floor area.

**4.** All the aforementioned letters and drawings are attached along with the tender documents. Tenderer are advised to carefully study all the guidelines and drawings before placing their tenders. By placing their tenders, it shall be deemed that the tenderers have acquainted themselves with all the relevant guidelines issued by Railway Board.

**5.** Site Visit: Tenderers are strongly advised to visit both the site viz. N.F.Railway Mechanical Workshop, Dibrugarh, before placing their tenders and acquaint themselves with the surroundings and environments. No application shall be entertained after acceptance of tender regarding delay in work commencement/ non availability of labour/ stoppage of work/ etc.

**B) SPECIAL TERMS & CONDITIONS:**

The following conditions are included over and above the Indian Railways Standard General Conditions of Contract, issued and amended from time to time. In case of any conflict between the Special Conditions of Contract on one hand and Indian Railways Standard General Conditions of Contract on the other hand, these special conditions shall prevail

1. **“Engineer”** shall mean the Chief Workshop Manager of N.F. Railway Mechanical Workshop, Dibrugarh, in executive charge of the works and shall include the superior officers of the Mechanical Department, i.e. the Chief Workshop Engineer/Deputy Chief Mechanical Engineer of HQ/MLG and shall mean & include the Engineers of the Successors Railway.
2. **“Engineer’s Representative”** Dy.CME/Workshop Manager/Production Engineer/ Assistant Workshop Manager/Assistant Production Engineer of N.F. Railway Mechanical Workshop, Dibrugarh, will be in direct charge of the works and shall include any Sr. Section Engineer appointed by the Railway and shall mean and include the Engineer's Representative of the Successor Railway.
3. **“Technical Supervisor”** SSE/CBS/DBWS & SSE/TL/DBWS will be nodal technical Supervisors, Who will responsible for the entire work. He will maintain a Register where detailed Scope of work, account of released materials, coach offer date, time, coach receipt date and details of the work execution etc should be recorded along with signatures of contractor’s representative and SSE/CBS/DBWS & SSE/TL/DBWS. Copy of the register should be produced along with the bill.
4. The whole of the work shall be executed in conformity with the Indian Railway Standard General Condition of the Contract 2022 or latest. Correction slip if any issued during the period of this contract in respect of printing & arithmetical errors shall be binding from the commencement of this contract. Correction slip in respect of other than printing or arithmetical errors shall become effective from the date of issue.
5. Successful contractor shall have to commence the work **within 45 days** from the date of issue of LOA. The contractor before commencement of the work shall submit details of the staffs and nominated supervisor along with Police verification Reports (Preferable Proforma attached as per Annexure- IX) to be engaged for the execution of the works. Firm has to provide **01(one) no. Supervisor** having a valid **Diploma/Degree** in Mechanical/Electrical Engineering from a Govt. recognized Institute, who will look after the work and be present at worksite during the work. These details of all the staff and nominated Supervisor shall be submitted to authorized Railway representative before starting the work. The contractor should supply proper identity cards & uniform to the staff employed for this purpose. The ID cards should be signed by authorized Railway representative. The staff shall display the ID card when demanded by Railway representative during the execution of work inside Railway premises. Format of Identity Card recommended by Indian Railway is given at Annexure-XV).
6. The validity period of contract will be **02 (Two) Years** from the date of commencement of the work subsequent to issue “Letter of Acceptance”. The validity period of contract may be extended or reduced as per the discretion of the Railway Administration and the same will be binding on firm.
7. **Warranty:** The guarantee/warrantee for the work against each coach shall be of **36 months** from the date of outturn of coach for their work. Defects arising due to poor workmanship within the warranty period shall be rectified by the contractor at no additional cost. The firm has to attend the warranty complaint in any Depot over entire N.F. Railway within 5 days from the date of receipt (including the date of receipt of complaint) of such complaint and rectify the same within 2 days (excluding day of receipt) of handing over the coach. Mode of communication of complain will be through official email id/WhatsApp.
8. The Railway reserves the right to increase/decrease and/ or delete or include any of the quantities depending on the local condition of any coach and any other work in the same coach out of the detailed scope of work may also be allotted to the contractor by concerned SSE, as per the requirement of Railways and the decision of Railways will be final and binding on contractor.
9. Contractor will have to carry out the work only in official working hours of workshop. No work should be carried out during Sunday or Holidays. The contractor may work on holidays/Sundays and beyond the official working hours of workshop with prior permission of Railway Authority in writing shall be taken by the contractor. Without permission of competent Railway authority, if contractor will execute the work on Sunday, Holidays or beyond the specified working hours, it will be treated as negligence of contractor and will liable to penalty. Format for Sunday/Holiday booking is attached as Annexure XII.
10. Railway can allot up to **04 (Four) nos. coaches** to the contractor at a time as per the availability of coaches with Railways at workshop. The no. of coaches may be increased in case of Railway’s requirement and firm have to comply. The work can be allotted in written or by phone/email/SMS also. SSE/CBS/DBWS will record the details of phone calls/email/SMS.
11. Work of **one coach** allotted on a particular day will have to be completed by the contractor in **05 (Five) working days excluding day of receipt** after taking over the charge of the coach from SSE/CBS/DBWS. Only coaches passed by Neutral TXR shall be considered as completed. Contractor can apply for extension of time to complete the allotted coaches. Extension can only be given by **Competent Authority** in extraordinary situations. For extension, firm will have to apply in written giving proper justification to Dy.CME/DBWS within the stipulated time-limit.
12. Stripping and fitment work in the coaches should be done by taking special care and using adequate appropriate instruments and equipment so as to avoid breakage/removal of other accessories fitted in the

- coach. If any incident of breakage or removal of unintended parts of coach occurs, the loss to the Railways will be recovered from the running bill of contractor as penalty.
13. All the equipments /tools/Gadgets, M&P required for carrying out the work as per the scope of work, specified or not specified elsewhere in this document, to be arranged by the contractor.
  14. The contractor will take special care while executing the work as per scope of work. All the materials, including those inspected by Third Party agency, may be inspected by consignee in case of any doubt/discrepancy noticed in terms of quality of material supplied. In case of any defect or unsatisfactory/unacceptable work noticed, the contractor will have to rework free of cost and the cost of the additional work and materials will have to be borne by the contractor.
  15. Firm should depute adequate expert manpower for execution of the subject work. Great care should be taken by the Firm's representative and workers while executing the work. The contractor should use proper machines / tools and adequate quantity to be provided at the work site.
  16. The Contractor shall be responsible for supplying, at his own cost, all requisite formats pertaining to Joint Inspection, Record Keeping and any other documentation (including but not limited to Format-1, Format-2, Format-3, Format-4, Format-5) in adequate printed quantities to SSE/CBS/DBWS for use throughout the duration of the Contract. Firm shall be prepared to digitally sign the Formats using DSC in name of the nominated Supervisor. DSC to be arranged by firm at its own cost.
  17. On completion of a particular coach, there should not be any leftover serviceable items left on the shop floor. Such material shall be kept as serviceable at designated place as advised by the Shop Supervisor
  18. Indian Railways is working continuously for making the journey safe and comfortable for passengers. Extra care should be taken by the firm in the fitment of items some of which also are vital in nature. Loose fitment of items may lead to injury to passengers.
  19. Engagement of the contractor or his staff depends on the availability of the coach at DBWS. Contractor has no right to claim compensation for his staff and/or machine remains idle due to non-availability of the coaches.
  20. In case of Termination of contract, the contractor shall remove the installed equipment etc., from Railway premises within a stipulated time of 7 days at his own cost from the date of receipt of intimation of termination notice. If the contractor fails to remove it within the specified period the Railway administration shall be at liberty to dispose of the said material in any manner as it deems fit.
  21. The contractor shall furnish a list of manpower deployed by him along with full description, address, Police verification, identity and contact details etc. for this work prior to start of the work to the officer-in-charge of this work at DBWS and shall notify the changes there in from time to time.
  22. Any engagement of new worker at any point of time during the contract has to be done only after prior approval of Competent authority of Railway along with all the documents at clause no.21 above.
  23. The Railway shall not entertain any request or claim by the contractor's labour for any temporary/casual/permanent employment in the Railway on the basis of work done through this contract at any point of time. The contractor shall make this clear to his labours.
  24. The contractor shall remain liable for damage/theft of any Railway material by his staff. He must take necessary proceedings against each staff to prevent such occurrence and shall reimburse the cost of any damage/stolen material as penalty, which will be determined by the Railway administration. In the event of there being repeated cases, the contract shall be liable to be terminated as per GCC and the contractor shall be liable for the loss of damage suffered by the administration.
  25. The Tenderer/bidder is advised to visit DBWS, N.F. Railway, and properly assess the work to be done before submitting the offer on IREPS portal. Any claim regarding space constraints, local issues etc. will not be entertained by Railways at any stage of contract.
  26. Storage space will be provided by Railways to the contractor for storing his tools, machinery and material. However, the contractor will be responsible for safety of his tools and machinery by ensuring proper locking arrangement.
  27. Electricity, water supply etc. will be provided by Railways. However, if required Contractor shall make his own arrangements as per instruction of Railway representative.
  28. Contractor shall provide uniforms with firm's Logo (**uniform should be suitable, coloured in blue/red /green/yellow etc. acceptable to Railway authority**), identity cards and other safety accessories like helmet, safety shoes, hand-gloves, mask etc. to their staff and the Supervisor for execution of the works.
  29. The contractor shall maintain in the workshop, **at all times**, a minimum stock of materials for at least **three coach sets** along with valid **TPI certificates**. Railway may inspect the stock at any time.
  30. The contractor must follow the instruction of Railway representative (verbal/written) in connection of the contractual work.
  31. The bidder/contractor **must possess a valid Electrical Contractor License** issued by the competent State Licensing Authority, appropriate for the voltage and nature of work specified in the tender. **A copy of the valid license** shall be uploaded along with the bid. Failure to submit the license before commencement of work, the contract is **liable to be terminated as per GCC 2022**.

32. The contractor shall ensure that the license remains **valid throughout the execution period** of the contract. Any lapse or expiry during the contract period shall be treated as a breach of contract.
33. The contractor shall deploy **qualified electricians** holding having valid ITI/Diploma certificate issued from Govt. recognized institute. Details and copies of competency certificates shall be submitted before commencement of work. No electrical work shall be carried out by unlicensed or unqualified personnel under any circumstances. The contractor shall have to submit the documentary proof of electrical supervisor being employed by the contractor holding the valid Electrical Supervisor License prior to commencement of the work.
34. **WELDING ACTIVITIES:** For execution of any welding activities during the Contract, Railway Board's Letter No. 2025/M(W)1/814/6 Dated.24/03/2025 to be adhered by the firm, which states that:
  - a. 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.
  - b. Welders should be 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, Govt., semi- Govt or PSU unit.
  - c. Railway 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 welder is found to be unsatisfactory, cost of the test shall be borne by the contractor.
  - d. The validity and process of renewal of competency certificate would be as defined in ISO 9606-1:2017 and IS 7310 (Part I)- 2019 Para 9.
  - e. TSO 53 of DBWS issued in this regard is attached with the Tender Notification.
35. The contractor should ensure the following:
  - (a) The Work should be done in the nominated areas as decided by Railway representative only.
  - (b) The released materials/zero value scrap items (liable for disposing) should be dumped in the waste bins of CBS/DBWS after taking permission from SSE/CBS for proper disposal.
  - (c) After finishing the work, area should be cleaned properly so that no materials/cuttings remain in the shop floor area.
  - (d) **RESTRICTION ON USE OF SINGLE USE PLASTIC (SUP):** The contractor shall ensure zero use, storage, or distribution of prohibited SUP commodities (including bags, cups, plates, cutlery, straws) as per Assam Pollution Control Board/CPCB statutory guidelines, substituting them entirely with approved biodegradable alternatives. Non-compliance shall attract contract penalties and absolute indemnification of the Railways.  
Before commencing work, the contractor must provide environmental compliance counseling to all deployed staff. A record of this training, jointly signed by the firm's representative and SSE/CBS/DBWS, must be submitted as a mandatory pre-start document.
36. The contractor is liable to ensure the safety of his workmen working under him during the course of contract as per the Factory's Act 1948 norms. The railway will not entertain any compensation/claim for any incident. Any compensation under Workmen's compensation Act 1923, whatsoever, as required under law, will be payable by the contractor.
37. The Contractor is liable to follow the
38. In the event of the Railways being Railway Board Letter No. **2026/E,(LL)/AT/CNR/5 Dated.11.05.2026** regarding **"Strict Implementation of Labour Laws Provisions for Employees and Contract Labour in all units under Ministry of Railways"**.
39. If the opinion that the Contractor is not employing on the works a sufficient number of staff and workmen as is necessary for proper completion of the works within the time prescribed, the Contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Engineer within seven days of being so required and failure on the part of the Contractor to comply with such instructions will entitle the Railway to rescind the contract under Clause 62 of these conditions.
40. Contractor shall ensure that he and his staff must follow the code of conduct as quoted in GCC-2022. Any case of misconduct/harassment to the Railway personnel will follow proper penal action and punishment as per Railway Act, the quantum of which is decided by DBWS Administration.
41. **The contractor shall ensure compliance to provisions in- The Code on Wages-2019, The Industrial Relations Code-2020, The Code on Social Security-2020 and The Occupational Safety, Health and Working Conditions Code-2020 that came into effect from 21st November 2025 as implemented by Govt. Of India.** The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

42. The contractor shall submit the supported document regarding registration of the establishment/Firm in EPFO under The Employees' Provident Fund and Miscellaneous Provisions Act 1952, and accordingly shall comply with the act-THE EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 (Act No. 19 of 1952).
43. 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's representatives that **"I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till \_\_\_\_\_ Month, \_\_\_\_\_ Year."**
44. Successful contractors are required to upload details of their LOAs, engaged workmen, wage payment details, PF/ESI details, bonus details etc., on monthly basis.
45. **INSPECTION OF MATERIALS:**
  - (i) The inspection of the materials in the Contract shall be done as specified in the **Scope of Work**. However, Railway can change the mode of Inspection as deemed fit at any point after approval of Contract issuing authority and providing due time for TPI, if required.
  - (ii) Contractor shall submit the TPI inspection certificate along with delivery of materials. Railway has the rights to alter the mode of inspection as deemed fit after approval of Competent Authority.
  - (iii) Contractor shall ensure the TPI Inspection of materials and Inspection charges shall be borne by the contractor.
  - (iv) Items should be procured either from OEM or authorized dealer/agent of OEM to ensure genuineness of the material. In case of requirement by Railway for testing of any material supplied by the contractor, the cost of such testing from NABL accredited laboratory shall be borne by the contractor.

**C) INSPECTION AUTHORITY:**

- i. After completion of allotted works, **SSE/CBS/DBWS, SSE/TL/DBWS & Authorized Representative of Firm** shall jointly inspect and certify that the work has been done satisfactorily as per Scope of Work, Special Terms & Conditions of work. However, work in allotted coach shall be considered complete only after passing Neutral TXR inspection.
- ii. Firm shall offer the coach for inspection to Railway representative. Any defect/deficiencies found during the inspection shall be rectified by firm within the allotted time frame as per clause no.11 of Special Terms and Condition.

**D) LEGAL JURISDICTION:** The court of the place where the agreement is signed shall alone have the jurisdiction to decide all legal disputes arising out of the contract.

**E) PENALTY:**

The Railway Administration at its discretion & without prejudice to any other rights & remedies may impose the following penalties on the contractor under this agreement.

1. Penalty for Delay in Start of Work: Contractor shall start the work **within 30 days** from the issue of Letter of Acceptance. In case of failure to start the work within 30 days a penalty of **Rs.10,000.00 per delay day** will be imposed on the contractor.
2. In case contractor failed to complete **the work** within the stipulated time-limit & condition as specified in clause no.11 of Special Terms and Condition above, penalty of **Rs. 5000.00 per coach per delay day** will be imposed on the firm.
3. Compliance with the Provisions of Factories Act and all mandated safety requirements is compulsory. In case of any violation of the same by the firms personnels, a penalty of **Rs.15,000.00 per occasion** will be imposed.
4. In the event of any violation of instructions, terms, or clauses of the contract, other than those separately covered under the Penalty Clause, a flat penalty of **Rs.5000/- per instance** shall be imposed on the contractor. The determination of such violation and the decision of the Railways regarding imposition of penalty shall be **final and binding** on the contractor.

**F) MEASUREMENTS & PAYMENT FOR WORKS:**

1. In terms of clause No. 45 of General Condition of Contract measurements of the work shall be recorded by **SSE/CBS/DBWS**. The contractor shall be present at the site and shall sign the results of the works recorded as an acknowledgement of his acceptance of the accuracy of the works.
2. After successfully completion of allotted works, contractor shall raise the bill to **Chief Workshop Manager, N.F. Railway Mechanical Workshop, Dibrugarh**, for proportional amount or the full as

the case may be duly verified and signed by **SSE/CBS/DBWS** along with the **Joint inspection report** signed by contractor or his representative and **SSE/CBS/DBWS & SSE/TL/DBWS** and both **countersigned by competent Railway authority**. Measurement Book/Daily Log book/Register whichever will be applicable, details of penalty calculations and other documents as deemed necessary by the Railways should also be submitted.

3. Payment for works shall be done through electronic payment facility only.
4. Bills should be raised on monthly basis. Delay should be avoided. In case of late submission of bills, firm has to submit the bill along with proper justification.
5. No advance payment in any form shall be made by the Railways to the contractor.
6. Payment will be done as per actual execution of work recorded in **Register/Log Book/Measurement Book** whichever is applicable by concerned SSE.
7. Payment will be made by Workshop Accounts Officer/ Dibrugarh.
8. Payment will be released within 30 days after submission of the bill. However, contractors do not claim for any delays in payment.

**9. For payment, contractor should submit following documents:**

- (i) GST Bill/Tax Invoice duly verified and signed by **SSE/CBS/DBWS** (ii) Updation copy from Shramikkalyan portal, regarding LOA & details of labour/supervisor engaged in the subject work (iii) Joint Inspection Report. (iv) Satisfactory Work Completion Report. (v) Penalty Certificate (vi) NEFT Mandate (vii) Copy of wage payment as Bank statement, EPF & ESIC payment details.

**Note:** Service Accounting Code (SAC) / Harmonised System Nomenclature (HSN) should be clearly mentioned in the bill along with rate, amount and type of GST clearly mentioned. Billed cost including GST and any other taxes and charges will not be more than accepted cost for the billed quantity.

**All the documents should be in 04 (four) copies along with forwarding letter.**

**10. Railway reserves the right to make any of the following deductions:**

- i) Any statutory deductions as per the orders of the Govt. of India or the State Government.
  - ii) Penalties as per the terms of the contract.
  - iii) Financial liability on the Railway due to defective work done by the contractor while executing this contract.
  - iv) The Railway Administration shall have the right to withhold payment of dues to the contractor if in opinion of the Railway Administration there has been breach in the terms of the Contract.
-

**Format 1****Format for joint Inspection**

Name of work : .....

LOA no.: .....

**A. Details of staff to be engaged by the contractor:**

Sr. No.	Name of Staff	Father Name	Mobile Phone no.	Address	Qualification (with supporting documents)	Signature	
						Contractor Staff	Contractor representative
1							
2							
3							

**B: Details of Equipments available at site for execution of the work:**

Sr. No.	Name of Machines & equipments	Quantity available
1		
2		
3		

**C. Details of materials available for execution of the work:**

Sr. No.	Name of Materials	Quantity available
1		
2		
3		

Contractor Signature with date &  
stamp

Signature of Railway Supervisor

Countersign

Controlling Officer

**NB: Joint inspection report to be prepared before commencement of work and a copy of the same to be sent to office of CWM/DBWS on the next working day. Police Verification of firm's staff to be kept in record at SSE/IC/CBS/DBWS office and copy of the same submitted to RPF Post, DBWS.**



**Format-2****Daily Progress Register**

Name of work : .....

LOA no.: .....

Sr. no.	Date	Coach no.	Type of coach	Details of work done	Signature	
					Railway representative	Contractor representative

**Format-3****Work register**

Name of work : .....

LOA no.: .....

Sr. no.	Coach no.	Type of coach	Date & time of offering coach to contractor	Signature		Date & time of offering of coach by contractor to Railway representative for inspection	Details of defect noticed if any during inspection	Signature		Date & time of offering of coach by contractor to Railway representative for final fitment	Signature	
				Railway representative	Contractor representative			Railway representative	Contractor representative		Railway representative	Contractor representative

**NB: Date & time of final fitment of the coach will be certified by the authorized Railway representative only after certifying that there is no defect in the contractual work**

**Format-4****Daily Material Transaction Register (DMTR)**

Sr. no.	Date	Material description	Unit	Quantity Received	Quantity Issued	Balance Stock	TPI Certificate No./ Remarks	Verified By / Signature

**NB: The person maintaining the DMTR is responsible for ensuring accuracy, timely updates, and proper verification of all entries.**

**Format-5**  
**Work Summary Sheet**

**Item-Wise Execution Checklist – Upgradation of Toilets in LHB Non AC Coaches – 150 nos.**

Project: Upgradation of 150 LHB Non AC Coach Toilets at DBWS

LOA No: .....

Location: N.F. Railway Mechanical Workshop, Dibrugarh

Contractor: .....

Duration: 24 months

Coach No: .....

Offered Date:- .....

Completed Date:- .....

**Schedule A: Upgradation of Toilets in LHB Non AC Coaches (Mechanical Material & Labour)**

**I. Toilet Area (Supply & fitment):**

S.No	Item Description	Inspection Mode	Verified (Yes/No)	Quantity executed	Remarks
1	Walls: Panelling of Coach Toilet – Supply & fitment of 6mm TDPCP of make Kommerling/ Aluplast/ Alstone. Must qualify HL3 as per EN45545.	TPI			
2	Ceiling: Supply & fitment of 6mm TDPCP make Kommerling/Aluplast/Alstone meeting HL3 compliance.	TPI			
3	Toilet door... 3mm TDPCP complying EN45545 HL3. Existing handle & lock replaced.	TPI			
4	Inside wash basin SS304 + APCM as per Drg MMDTS 18008.	TPI			
5	Inside dustbin beneath wash basin counter as per MMDTS 18008.	TPI			
6	Inside mirror 5mm with APCM frame. Ref JUDW/MECH/20/696.	TPI			
7	Tap & health faucet Model F1610110CP + bib cock F280003CP.	Consignee against OEM GC/TC			
8	Toilet paper holder SS/ABS. Make SUSA/Jaquar/Kohler/Cera/KC.	Consignee against OEM GC/TC			
9	Bacteria neutralizer as per RDSO/2008/CG-11.	TPI			
10	Western commode lid— Alpine/TipTop/SUSA.	Consignee against OEM GC/TC			
11	Soap dispenser 800–1000ml. Make Bobrick/Dolphin/Gojo/Merida/ACME/SUSA.	Consignee against OEM GC/TC			
12	Water tap F280002CP Jaquar/Hindware/Kohler etc.	Consignee against OEM GC/TC			
13	Western commode toilet bowl SS similar to LHB type.	Consignee against OEM GC/TC			
14	Grab bar PU coated SS304.	Consignee against OEM			

		GC/TC			
15	Toilet inlay FRP/TDPCP.	TPI			
16	Indian Pan LHB type.	TPI			
17	Aluminium profiles J,H,F,90°,135°.	TPI			
18	Epoxy flooring as per RCF Spec MMDTS 44289.	TPI			
19	EPFS system as per MMDTS 19027 Rev03.	TPI			

## II. Doorway & Gangway Area (Supply & fitment):

S.No	Item Description	Inspection Mode	Verified (Yes/No)	Quantity executed	Remarks
1	Walls & ceiling 3mm/6mm TDPCP HL3; hinges Dorma/Southco/Dirak.	TPI			
2	Outside wash basin + dustbin APCM as per MMDTS-18008 Rev1.	TPI			
3	Mirror 5mm APCM frame as per MMDTS-18008.	TPI			
4	FRP waste bin as per MDTs133. Drg 24-845 ALT1.	TPI			
5	CDTS panel FRP MDTs133.	TPI			
6	Water tap F280002CP.	Consignee against OEM GC/TC			
7	Braille Signage as per ICF MD253.	TPI			
8	Stripping & fitment of PVC flooring (122 sq.ft).	Consignee			
9	Welding of flexible PVC flooring (6.95m).	Consignee			

## Schedule B: Electrical Material (Supply & fitment):

S.No	Item Description	Inspection Mode	Verified (Yes/No)	Quantity executed	Remarks
1	Toilet LED light aluminum Flushed with Ceiling Spring free with aluminum Screw concealer 3-5W/110V AC/DC of diameter 76 +/- 1mm and 1 number of 6-9VW110V AC/DC of diameter 100+/-1 mm with 60000 hours LEDs and CRI>80 color temperature 6000-7000K. fire rating EN 45515 HL2 and tested as per RDSO Specification RDSO/PE/SPEC/TL/O091-2016 (Rev1')	Consignee against GC/TC from OEM (approved sources only as per Vendor Directory )			
2	Doorway & Gangway LED light Flushed  with Ceiling inbuilt LED type aluminum spring free lights with aluminum screw concealer 3-5W/110V ACDC of diameter 76 +/-1mm and 1 number of 6-9W/110V ACDC of diameter 100+/-1mm with 60000 hours LEDs and CRI>80 color temperature 6000-7000K. Fire rating EN 45515 HL2 and tested as per RDSO Specification RDSO/PE/SPEC/ TL/0091 2016 (Rev1').	Consignee against GC/TC from OEM (approved sources only as per Vendor Directory )			
3	1.5 SQ MM BLACK COLOUR,	TPI			

	ELECTRON BEAM IRRADIATION CURING PROCESS THIN WALLED FLEXIBLE ELASTOMERIC CABLE WITH COPPER CONDUCTOR SUITABLE FOR ROLLING STOCK APPLICATION CONFORMING TO RDSO SPEC NO. ELRS/SPEC/ELC/0019, REV 4, FEB-2018. UPTO 750V GRADE.	(cables to be procured from Approved sources only as per Vendor Directory).			
4	1.5 SQ MM BLUE COLOUR, ELECTRON BEAM IRRADIATION CURING PROCESS THIN WALLED FLEXIBLE ELASTOMERIC CABLE WITH COPPER CONDUCTOR SUITABLE FOR ROLLING STOCK APPLICATION CONFORMING TO RDSO SPEC NO. ELRS/SPEC/ ELC /0019, REV 4, FEB-2018. UPTO 750V GRADE.	TPI (cables to be procured from Approved sources only as per Vendor Directory).			

**Schedule C: Upgradation of toilets in LHB Non AC coaches (Electrical Labour):**

S.No	Item Description	Inspection Mode	Verified (Yes/No)	Quantity executed	Remarks
1	Stripping, fitting, rewiring, fixing of 14 nos. LED lights in each coach along with all accessories	Consignee			

Checked by: 1. \_\_\_\_\_ (SSE/CBS/DBWS)  
2. \_\_\_\_\_ (SSE/TL/DBWS)

Verified by: \_\_\_\_\_ (Controlling Officer)

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

**NOTE: The formats included in the tender are indicative and not final. Railways may modify existing formats or introduce new ones during execution. The contractor shall obtain and confirm all updates/changes from Railways before printing any formats.**

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

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

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.

**ANNEXURE V(A)**

Reference -Para 6.1 of ITT

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

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

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

Date:

**Annexure –VIA**

Para 5 of the Instructions to Tenderers

**(Bid Security)**

Bank Guarantee Bond from any scheduled commercial bank of India  
(On non-judicial stamp paper, which should be in the name of the Executing Bank).

**Name of the Bank: -----**

President of India,

Acting through .....,

..... Railway,

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:****Date:-----**

In consideration of the President of India acting through---- (*Designation & address of Contract Signing Authority*), ..... Railway, ....., .... (hereinafter called "The Railway") having invited the bid for \_\_\_\_\_ through Notice inviting tender (NIT) No., \_\_\_\_\_, We have been informed that .....*[Insert name of the Bidder]*..... (**hereinafter called "the Bidder"**) intends to submit its bid (hereinafter called "the Bid") .

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made

by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.

3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
6. This guarantee will remain valid and effective from.....*[insert date of issue]*till.....*[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]*. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
7. The Bank Guarantee is unconditional and irrevocable.
8. The expressions Bank and Railway herein before used shall include their respective successors and assigns.
9. The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
10. The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

IFSC CODE	SBIN000RAIL
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

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

Date .....

Place.....

.....

Bank's Seal and authorized signature(s)

*[Name in Block letters]* .....

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

*[P/Attorney]* No.

Witness:

1 Signature, Name & Address & Seal

2 Signature, Name & address & Seal

Bank's Seal

*[P/Attorney]*No.

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

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

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

**NAME OF BIDDER/JV PARTNER:**

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

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

***SEAL AND SIGNATURE OF THE BIDDER***

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

***(Signature of Chartered Accountant)***

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

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

**(Seal)**



**ANNEXURE-VII****MANDATE FORM FOR EFT/NEFT**

1. PARTICULARS OF THE PARTY
  - i) NAME: .....
  - ii) ADDRESS.....
  - iii) PHONE NO..... MOBILE..... FAX NO.....
  - iv) INCOME TAX PAN NO..... EMAIL ID.....
2. PARTICULARS OF BANK ACCOUNT
  - i) CITY.....
  - ii) BANK NAME.....
  - iii) BRANCH.....
  - iv) BANK ADDRESS.....
  - v) BANK TEL NO..... FAX NO.....
  - vi) BANK MICR CODE (9 DIGIT).....
  - vii) BANK IFS CODE.....
  - viii) BANK ACCOUNT NO.....
  - (Please enclose a cancelled blank cheque)
  - ix) ACCOUNT TYPE: (SAVINGS/CURRENT/CASH CREDIT):.....
3. Certified that the particulars furnished with reference to Bank Account are correct and the bank guarantees to honor all EFT/NEFT advices/reports as per RBI Regulations.

Bank's Seal

Signature of the authorized official of the bank

## 4. DECLARATION BY THE PARTY

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

Date.....

Signature of the Party with stamp

**ANNEXURE-VIII****DETAILS OF THE TENDERER**

S.N.	Description	Details
1	Name of the tenderer	
2	Address	
	Mobile Number	
	Telephone Number	
	Fax No.	
	e-mail ID*	
3	Status of the tenderer: individual/ proprietorship firm/ partnership firm/ private limited/ public limited/ Society/ Autonomous body (Attach documentary evidence.)	
4	Firm Registration Certificate (Attach documentary evidence.)	
5	PAN/AADHAAR No. (Attach documentary evidence.)	
6	GST Registration No. (Attach documentary evidence.)	
7	EPF Registration No. (Attach documentary evidence.)	
8	ESIC Registration No. (Attach documentary evidence.)	
9	Other Registration details under other applicable Labour Laws (Attach documentary evidence.)	
10	Authority for signing the tender	

**Annexure IX****POLICE VERIFICATION**

PHOTO  
(of applicant  
signed by  
contractor)

SN	Particulars	
1	Full Name with Aliases	
2	Parent's Names	
3	Nationality	
4	Present Address in full with Police Station & District	
5	Proof of Residence	
6	Home/Permanent Address in full with Police Station & District	
7	Addresses with police stations and districts where the applicant has resided continuously for more than 6 months in the past 5 years.	
8	Aadhaar Number*	
9	The applicant has been involved in a criminal case (Yes/No.) If yes, then details.	
10	The applicant has been arrested in connection with a criminal case (Yes/No). If yes, then details.	
11	The applicant has been convicted for a criminal offence (Yes/No). If yes, then details.	

\*optional

Declaration (By Applicant): I certify that the above information is correct and completed to the best of my knowledge and belief.

Date:

Place:

Signature of applicant

Countersigned by: (Contractor or his authorized representative)

Date:

Place:

Police Certificate

The details as stated above are correct & the above person does not have any criminal case registered or pending against him in any court of law as per official records available.

Counter Signature of Authorized  
Signatory with Stamp

**FORM OF BANK GUARANTEE BOND FOR PERFORMANCE GUARANTEE**

1. In consideration of the President of India (hereinafter called “the Government”) having agreed to exempt – (Name & address)----- (hereinafter called “the said Contractor(s)” from the demand, under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called “the said Agreement”), of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs.----- (Rupees-----only) we, ----- (hereinafter referred to as “the Bank” at the request of ----- (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- --against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We----- (indicate the name of the bank) and our local branch at ----- i.e. ----- (name, address and branch code of local branch at -----) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms of conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----
3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier (s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal .  
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We.....(indicate the name of bank) and our local branch at ---- i.e. .... (name, address and branch code of local branch at ----) further agreed with the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance/of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on in writing on or before the ----- we shall be discharged from all liability under this guarantee thereafter.
5. We.....(indicate the name of bank) and our local branch at ----i.e. .... (name, address and branch code of local branch at ----) further agree with the government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to post opens for any time or from time to time any of the powers exercisable by the Government against the said, Contractor(s) and to further or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s)/Supplier(s).
7. We ----- (indicate the name of bank) and our local branch at -----i.e. .... (Name, address and branch code of local branch at -----) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the----- day of -----2025

For ----- (indicate the name of bank) and our local branch at -----i.e. .... (Name, address and branch code of local branch at -----)

Dated

For -----

(Indicate the name of Bank)

Format attested.

**Note: The validity period of P.G. Money should be at least 60 days beyond the Contract Period/Work Completion Period.**

**ANNEXURE-XI**  
**Reference Para 16.(4)**

**Insurance Surety Bond for Performance Security**

Name of the issuer of surety bond:

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

Surety Bond No:.....	Issue
Date:.....	
Amount of Bond:.....	Expiry
Date:.....	

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

AND

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

SB No:

Date:

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

1. KNOW ALL MEN by these present that I/We, the undersigned [*Insert name(s) of authorized representatives of the Surety*], being fully authorized to sign and incur obligations for and on behalf of the Surety, confirm that the Surety, hereby, unconditionally and irrevocably Bond to pay the Railway the full amount in the sum of XXXX (Rupees XXXX Only) as above stated.
2. The Surety undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Surety shall be final, conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any Court, tribunal, arbitration or any authority or any threatened litigation by the Bidder or Bank.
3. On payment of any amount less than aforementioned full amount, as per demand of the Railway, the Bond shall remain valid for the balance amount i.e. the aforementioned full amount less the payment made to the Railway.
4. The Surety shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the contractor and without the Railway being required to show grounds or give reasons for its demand or the amount demanded.
5. The Surety Bond shall be unconditional and irrevocable.
6. The Bond hereinbefore shall not be affected by any change in the constitution of the Surety or in the constitution of the Contractor.
7. The Surety agrees that no change, addition, modifications to the terms of the Contract Agreement or to any documents, which have been or may be made between the Railway and the Contractor, will in any way release us from the liability under this Bond; and the Surety, hereby, waives any requirement for notice of any such change, addition or modification to the Surety.

8. This Bond is valid and effective from the date of its issue, which is *[insert date of issue]*. The Bond and our obligations under it will expire on **XXXX**(*Expiry Date*). All demands for payment under the Bond must be received by us on or before that date.
9. The Surety agrees that the Railways right to demand payment of aforementioned full amount in one instance or demand payments in parts totaling up to the aforementioned full amount in several instances will be valid until either the aforementioned full amount is paid to the Railway or the Bond is released by Railway before the Expiry date.
10. The Surety agrees that its obligation to pay any amount demanded by the Railway before the expiry of this Bond will continue until the amount demanded has been paid in full.
11. The expressions Surety and Railway hereinbefore used shall include their respective successors, administrators and assigns.
12. The Surety hereby undertakes not to revoke the Bond during its currency, except with the previous consent in writing of the Railway. This Bond is subject to the Uniform Rules for Demand Bonds, ICC Publication No. 758.
13. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, tribunal, arbitrator or any other authority.
14. The Bond shall be in addition to and without prejudice to any other security Bond (s) of the contractor in favour of the Railway available with the Railway. The Surety, under this Bond, shall be deemed as Principal Debtor of the Railway.

**Notwithstanding anything to the contrary contained in these presents,**

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

Dated \_\_\_\_\_ the day of 2024

15. The Insurance Surety Bond shall be verified by sending mail to [customer.care@sbigeneral.in]

Place.....

Bank's Seal and authorized signature(s)  
*[Name in Block letter]*.....  
*[Designation with Code No]*.....  
 [P/Attorney] No.

### **Witness**

- 1.
- 2.

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

**ANNEXURE – XII****Format for booking of Supervisor and Staff for Sundays/Holidays:**

SN: \_\_\_\_\_

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

1. Name of Work. \_\_\_\_\_
2. Name of Booked Supervisor. \_\_\_\_\_
3. Name of Booked Staff. \_\_\_\_\_

Forwarded by Controlling Officer

Approved By: Dy.CME/DBWS:

**ANNEXURE-XIII****FORMAT FOR WORK COMPLETION CERTIFICATE**

1	Name of Work:	
2	Name of the Firm:	
3	LOA No.	
4	Contract Agreement Number & Date (including Subsidiary Contract Agreements if any):	
5	Original Contract Value:	
6	Final Contract Value:	
7	Date of Commencement of Work:	
8	Status of work (as on 31.05.2026):	
9	Date of completion of work (if completed):	
10	Total payment made to the firm (up to 31.05.2026)	
11	Overall performance of the firm (Satisfactory/Unsatisfactory):	

NB: Separate Annexures to be submitted for each work.

**Date of Issue:**
**Signature**  
**(Name of Issuing Authority)**
**(Designation of Issuing Authority)**

**TENDERER'S CREDENTIALS (BID CAPACITY)  
NORTHEAST FRONTIER RAILWAY**

For tenders having **advertised value more than Rs 10 crore** wherein eligibility criteria include bid capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender. The available bid capacity shall be calculated as under:

$$\text{Available Bid Capacity} = [A \times N \times 2] - 0.33 \times N \times B$$

Where,

**A** = Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender), taking into account the completed as well as works in progress.

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

**B** = Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender.

Note:

(a) The Tenderer(s) shall furnish the details of -

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with tenderer as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to tenderer but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(b) In case if a bidder is JV, the tenderer(s) must furnish the details of

- (i) Maximum value of construction works executed and payment received in any one of the previous three financial years or the current financial year (up to date of inviting tender) by each member of JV for calculating A, and
- (ii) Existing commitments and balance amount of ongoing works with each member of JV either in individual capacity or as a member of other JV as per the prescribed proforma of Railway for statement of all works in progress and also the works which are awarded to each member of JV either in individual capacity or as a member of other JV but yet not started upto the date of inviting of tender for calculating B. In case of no works in hand, a 'NIL' statement should be furnished.

The submitted details for (i) and (ii) above should be duly verified by Chartered Accountant.

(c) Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned bid capacity in the tender under consideration.

(d) The arithmetic sum of individual "bid capacity" of all the members shall be taken as JV's "bid capacity".

(e) In case, the tenderer/s failed to submit the above statement along with offer, their/his offer shall be considered as incomplete and **will be rejected summarily**.

(f) The available bid capacity of tenderer shall be assessed based on the details submitted by the tenderer. In case, the available bid capacity is lesser than estimated cost of work put to tender, his offer shall not be considered even if he has been found eligible in other eligibility criteria/tender requirement.

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

Font size: 14 & 8

Font size: 16-12

**Front view**

Font size: 6-8-24-18-48

**Back view**

Note:- Writing font – Times New Roman



**Identity Card for Contract Service Provider in Indian Railways**

**Specification**

<b>Card</b>	
Color	Orange
Size	87MM×54MM
Material	PVC 240 micron
Printing	Digital Printing, Orange
Fabrication	NTR Non Tarable fusing process

<b>Lanyard</b>	
Color	Orange
Size	2cm×96cm
Material	Polyster Silicon Fabric Dor 240gsm
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 area.

**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

\*\*\*\*\* END OF TENDER DOCUMENT \*\*\*\*\*