



# Open Tender Document

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**TENDER NO:** 6-S/96/Tender/2025-26/JUDW/P3

**Name of the work** Work of Design, Supply, Installation, Commissioning & Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3 year post-warranty AMC at Jagadhri Workshop Northern Railway

**Date of opening:** 07-07-2026

## Top Sheet

(A) **Details to be filled in by Railway:**

Tender Notice No.	<b>6-S/96/Tender/2025-26/JUDW/P3</b>
Full Name of work	<b>Work of Design, Supply, Installation, Commissioning &amp; Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3 year post-warranty AMC at Jagadhri Workshop Northern Railway</b>
Qty.	<b>As per scope</b>
Tender Cost	<b>Rs. 3,16,28,563.06/-</b> Three crore sixteen lakh twenty-eight thousand five hundred sixty-three and six paisa only
Completion period	66 months from the date of issue of Letter of Acceptance
Tender Document Cost	Nil
Bid Security	<b>₹ 632600.00</b> Six lakh thirty-two thousand six hundred only
Last Date/Time of receipt of Tenders	<b>Date 07-07-2026 till 1630 HRS.</b>
Date & time of opening of tender	<b>Date 07-07-2026 at 1635 HRS.</b> <b>Tender opening will be done any time after the tender closing time. The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender.</b>
Validity of offer	60 days from the date of opening of tender
Eligibility Criteria	<p>A) The tenderer must have successfully completed or substantially completed any of the following during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:</p> <p style="padding-left: 40px;">Three similar works costing not less than the amount equal to 30% of advertised value of the tender,OR</p> <p style="padding-left: 40px;">Two similar works costing not less than the amount equal to 40% of advertised value of the tender,OR</p> <p style="padding-left: 40px;">One similar work costing not less than the amount equal to 60% of advertised value of the tender</p> <p><b>Similar nature of work: -</b>  <b>"Supply &amp; successful commissioning of wireless torquing &amp; integrated data recording system for tightening of multiple bolts at various stages of any assembly process by OEMs or their authorized vendors/system integrators."</b></p> <p>B) Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or V crores whichever is lower; 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.</p> <p>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.</p>

Note:

- The tender may be submitted on the website: [www.ireps.gov.in](http://www.ireps.gov.in)
- The tenderer/s must be registered on the Indian Railway E-Procurement system (IREPS) site i.e. [www.ireps.gov.in](http://www.ireps.gov.in) for participating in the e-tender system.
- For all terms & conditions please refer tender document.
- No manual offers are acceptable.
- Payment of Bid Security and Tender document cost (TDC), in respect of e-tendering, will be accepted through net banking or payment gateway only
- No post tender correspondence for submission of additional documents shall be entertained after opening of tender.
- Offer submitted by the tenderer must be kept valid for a period of 60 days.

Stamp and Signature  
Of the Tenderer

**B) Mandatory details to be filled in by tenderer while submitting their offer.**

1	Constitution of the Firm/concern. (Tick as applicable)	Sole Proprietorship/ partnership Firm/ HUF/Company /JV /Society
2	Full names of sole Proprietorship/Partnership firm/Company/ JV/Society (as the case may be)	
3	Year of formation/ incorporation	
4	If firm is Micro and Small Enterprises registered - <b>a) Registered from</b> <b>(body approved by Ministry of MSME)</b> <b>b) Registration No.</b> <b>c) Terminal validity up to</b> <b>(for similar service contracts)</b>	
5	<b>PAN No.</b> <b>(please attach copy also)</b>	
6	<b>GSTIN No.</b> <b>(please attach copy also)</b>	
7	Registered Office Address	
8	Address on which correspondence regarding this tender should be done	
9	Names of the proprietor /partners/JV members etc.	
10	<b>Mobile No. (Compulsory)</b>	
11	<b>E-mail ID (Compulsory)</b>	

Note: (i) Special attention of tenderers is drawn to clause 16 b of “General Conditions of Tender”, as per which they should submit the requisite documents along with tender pertaining to their financial eligibility.

Special Remarks: The bid security of unsuccessful tenderer/s will be returned within a reasonable time through EFT hence it is mandatory to fill the Annexure-I

Signature of the Tenderer

## FORM OF AN OFFER

TENDER NO: 6-S/96/Tender/2025-26/JUDW/P3

**Work of Design, Supply, Installation, Commissioning & Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3 year post-warranty AMC at Jagadhri Workshop Northern Railway**

To

The President of India

Acting through the Chief Workshop Manager Jagadhri Workshop Northern Railway

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 \_\_\_\_\_ days from the date fixed for closing of the tender and in default thereof, I/We will be liable for forfeiture of my/our "Bid Security". I/We offer to do the work for \_\_\_\_\_ Railway, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ourselves to complete the work in all respects within \_\_\_\_\_ months from the date of issue of letter of acceptance of the tender.

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

3. A Bid Security of ₹ **632600.00** Six lakh thirty-two thousand six hundred only has already been deposited online/ submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:

- (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
- (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
- (c) I/We do not commence the work within fifteen days after receipt of 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)  
\_\_\_\_\_

**OFFICE OF THE  
CHIEF WORKSHOP MANAGER  
JAGADHRI WORKSHOP  
DISTT YAMUNA NAGAR  
PIN 135002**

**TENDER NO: 6-S/96/Tender/2025-26/JUDW/P3**

**Work of Design, Supply, Installation, Commissioning & Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3 year post-warranty AMC at Jagadhri Workshop Northern Railway**

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2	Qty.	As per scope
3	Period of Contract	66 months from the date of letter of acceptance
4	Bid Security	<b>632600.00</b> Six lakh thirty-two thousand six hundred only
5	Last Date of submission of tender document	<b>07.07.2026 up to 16:30 Hrs.</b>
6	Date & time of opening of tender	<b>07.07.2026 at 16:35 hrs.</b> Tender opening will be done any time after the tender closing time. The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender.
7	Cost of tender document	Nil
8	Tender Value	<b>Rs. 3,16,28,563.06/-</b> Three crore sixteen lakh twenty-eight thousand five hundred sixty-three and six paise only

**Instruction for filling the Tender Form ONLINE:**

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

1. Incomplete tenders are liable to be rejected.
2. Manual offers are not allowed against this tender & any such manual offers received, shall be ignored.
3. Contractors are allowed to make payment against this tender towards tender document & bid security only through on-line payment modes available on IREPS portal like NET banking, Debit cards etc.
4. Manual payment through Demand draft, Bankers Cheque, deposit receipt, FDR etc. are not allowed.
5. It is brought to the notice of all bidders that manual/ offline mode of payment through Demand Draft, Banker's cheque, Cash Deposit receipts etc. shall not be available against Works Tenders. The bidders will have to make payment towards tender document cost and bid security against such tenders through online payment modes like net banking, debit/ credit cards etc. available on IREPS portal.
6. Tenderers are requested to view the [www.ireps.gov.in](http://www.ireps.gov.in) website regularly so that if any corrigendum is being issued the same is incorporated by the tenderer before filling the tender.

**Declaration**

(a) I/we have downloaded the tender form from the internet railway website & uploaded and I/We have not tampered/modified the tender forms in any manner, In case, if the same is found to be tampered/modified I/We understand that my/our tender will be summarily rejected and full bid security will be forfeited and I/We am/are liable to be banned from doing business with Railways and/or prosecuted.

Date:    --    . --    .2026

Address:

Signature of Tenderer

### **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 is sued 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.

The tenderers shall submit a copy of certificate stating that all their statements/documents submitted alongwith bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-K. In addition to Annexure-K, in case of other than Company/Proprietary firm, Annexure-K (A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

**GENERAL CONDITIONS**

All General Conditions of Contract of Indian Railways April 2022 with up-to-date correction slips as applicable shall also be applicable. The tenderer is expected to be familiar with the latest General Conditions of Contract of Indian Railways and it is their responsibility. However, some special features are given here for guidance of the tenderer.

ACS 1 to 11 for GCC 2022 are applicable to this tender.

1. Tenders must be submitted online through [www.ireps.gov.in](http://www.ireps.gov.in) Tender no. 6-S/96/Tender/2025-26/JUDW/P3 due on 07-07-2026 for work of Work of Design, Supply, Installation, Commissioning & Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3 year post-warranty AMC at Jagadhri Workshop Northern Railway due on 07-07-2026 at 1630.
2. The Tenderers should digitally sign Tender documents before uploading and indicate on the Tender Form in what capacity and authority he/they signs/sign or Power of Attorney should be submitted along with the Tender.
3. Tender opening will be done any time after the tender closing time. The tenderers are not required to be present during the opening. Railway reserves the right to open the tender any time after closing of tender due on 07-07-2026 at closing time 16:30 Hrs. If the nominated date happens to be a holiday or if due to any reason which in the opinion of the Government are sufficient to postpone the opening of the tender on such date, then on any other day as may be fixed by the Chief Workshop Manager, Jagadhri Workshop or any other Officer of the said Railway authorized by him on his behalf, in the presence of any Tenderers who may wish to be present and no separate notice will be given to Tenderers.
4. If the tenderer deliberately gives wrong information in his/their tender, the Rly. Administration reserved the right to reject such tender at any stage. Tender must be filled without any erasers, alteration or overwriting.
5. Tenderers are advised in their own interest to inspect location & also the items for which they wish to tender since details of the description and quantity are given as a rough guide for identification only and the railway does not give any guarantee in regard to their correctness. The materials can be inspected on application to the Chief Workshop Manager, Carriage & Wagon Repair Workshop, Jagadhri Workshop.
6. The submission of the Tender will be deemed to imply that these Tender conditions and all documents attached herewith have been studied and understood by the Tenderers and that the Tenderer is aware of the full scope of work to be done and the conditions effecting the execution thereof.
7. 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.
8. The works are required to be completed within a period of 66 months from the date of issue of acceptance letter.
9. **Cost of Tender Documents** - E-tender forms shall be issued free of cost to all tenderers.
10. **Bid Security:**
  - a. Subject to exemptions provided under para e Note below, 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 90days) 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 Northern 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,

Stamp and Signature  
Of the Tenderer



- i. the Bid Security mentioned in sub para(a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
- ii. the Bid Security mentioned in sub para(a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

- d. In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained as per sub para(c) above, to the Contractor.
- e. 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 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
- f. If his tender is accepted, this Bid Security mentioned 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.
- g. 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-L and shall be valid for a period of 90days beyond the bid validity period.
- h. In case, submission of Bid Security in the form of Bank Guarantee, following shall be ensured:
  - i. A scanned copy of the Bank Guarantee shall be uploaded on e-Procurement Portal (IREPS) while applying to the tender.
  - ii. The original Bank Guarantee should be delivered in person to the official nominated as indicated in the tender document before closing date for of deadline of submission of bids(i.e. excluding the last date of submission of bids).
  - iii. Non submission of scanned copy of Bank Guarantee with the bid on e-tendering portal (IREPS) and/or non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid.
  - iv. The Tender Security shall remain valid for a period of 90 days beyond the validity period for the Tender.
  - v. The details of the BG, physically submitted should match with the details available in the scanned copy and the data entered during bid submission time, failing which the bid will be rejected
  - vi. The Bank Guarantee shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the identification "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.
  - vii. The envelope shall be addressed to the officer and address as mentioned in the tender document.

- viii. If the envelope is not sealed and marked as instructed above, the Authority 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.

11. **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.

- 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) **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), in case applicable.
- ii. Forfeiture of Security Deposit: Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions, 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.
- iii. 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.

## 12. 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 22nd day after the date of

issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case 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) in any of the following forms, amounting to 5% of the original contract value:

(i) A deposit of Cash;

(ii) Irrevocable Bank Guarantee;

(iii) Government Securities including State Loan Bonds at 5% below the market value;

(iv) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;

(v) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;

(vi) Deposit in the Post Office Saving Bank;

(vii) Deposit in the National Savings Certificates;

(viii) Twelve years National Defence Certificates;

(ix) Ten years Defence Deposits;

(x) National Defence Bonds and

(xi) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of Sr. AFA/JUDW (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 in addition to forfeiture of Security Deposit available with railway.

(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 60 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of the GCC.

13. The successful Tenderers will be notified in writing by the Chief Workshop Manager, C&W Workshop, Northern Railway, Jagadhri Workshop of the acceptance of his tender. The letter communicating acceptance will be sent by Registered post or in case of Local based Firms, by hand delivery or under certificate of Posting to the address furnished by the Tenderer.

14. If a tenderer expires after the submission of his tender or after the acceptance of his tender, the Railway shall deem such tender as cancelled. If a partner of a firm expires after the submission of their tender or

after the acceptance of their tender, the Railway shall deem such tender cancelled unless the firm retains its status.

15. The successful tenderer/ tenderers shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager, Northern Railway Jagadhri Workshop, Yamuna Nagar for carrying out the work according to the General conditions of Tender and specification for work and materials as laid down annexure thereof.

16. **Eligibility Criteria** given below shall be fulfilled by the tenderer-  
**(Applicable only for works costing more than Rs.50.00Lacs)**

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

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

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

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

Similar nature of work: -

Similar Works would entail all

**"Supply & successful commissioning of wireless torquing & integrated data recording system for tightening of multiple bolts at various stages of any assembly process by OEMs or their authorized vendors/system integrators".**

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.

**Financial Eligibility Criteria:** The tenderer must have minimum average annual contractual turnover of V/N or V crores 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-J, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

Note: Certificates from the private individuals for whom such works have been executed /being executed shall not be accepted.

**(Authority: Railway Board's Letter No. 94/CE-I/CT/4 (Pt. II), Dated 07/14.11.2013)**

*Explanation for 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.*

Stamp and Signature  
Of the Tenderer

2. *In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfillment of credentials.*
3. *If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfillment of credentials*
4. *In case of completed work, the value of final bill (gross amount) including the PVC amount (if paid) shall be considered as the completion cost of work. In case final bill is pending, only the total gross amount already paid including the PVC amount (if paid) shall be considered as the completion cost of work.*

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

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

*for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.*

13. *In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.*
14. *In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm*
15. *In case company A is merged with company B, then company B would get the credentials of company A also.]*
17. Credentials to be submitted along with tender/s:

**(Applicable only for works costing more than Rs.50.00Lacs)**

Tenderer/s should enclose documents and certificates to show that he/they has/have satisfactorily carried out works of the type involved in the construction of the work being tendered for. He/they should also produce proof to the satisfaction of the Railway of his/their technical ability and financial stability to undertake the work of the magnitude tendered for.

No work or supply shall ordinarily be entrusted for execution to a contractor whose capacity and financial status has not been investigated and found satisfactory.

If the tenderer is a Partnership Firm, the conditions and the technical & financial eligibility criteria will be applicable as per guidelines given in Annexure- "E". Tender received without guidelines of Annexure- "E" will be summarily rejected.

The tender/s shall submit the following documents along with his/their tender

A list of personnel, organization available on hand and proposed to be engaged for the subject work.

List of plant and machinery available on hand (own) and proposed to be inducted (own & hired to be given separately) for the subject work.

List of works completed in the last three financial years giving Description of work, Organization for whom executed, Approximate value of the contract at the time of award, Date of award and Date of actual start, Actual completion and Final value of contract should be given.

List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.

In case of items (c) and (d) above, supportive documents/certificates from the organizations with whom they worked/are working should be enclosed.

Certificates from the private individuals for whom such works have been executed /being executed shall not be accepted.

**18. 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 \_\_\_\_\_ 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) Certificates which may be an attested Certificate from the client, Audited Balance Sheet duly certified by the Chartered Accountant etc 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-K. In addition to Annexure-K, in case of other than Company/Proprietary firm, Annexure-K(A) shall also be submitted by the each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. Non submission of a copy of certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self attested / digitally signed by which they/he are/is qualifying the Qualifying Criteria mentioned in the Tender Document.

(v) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway thereunder.

(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 five 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 five years

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

## **20. Documents to be submitted along with Tender:**

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

(ii) Following documents shall be submitted by the tenderer:

### **(a) Sole Proprietorship Firm:**

(i) All other documents in terms of explanatory notes in clause 16 of Section II of Tender Document.

### **(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 explanatory notes in clause 16 of GCC.

### **(c.) Partnership Firm:**

(i) The tenderer shall submit documents as mentioned in clause 22 of GCC.

### **(d) Joint Venture (JV):**

(i) The tenderer shall submit documents as mentioned in clause 18 of the Tender Form (Second Sheet) of GCC 2022.

### **(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 of explanatory notes in clause 16 of Section II of Tender Document.

**(f) LLP (Limited Liability Partnership) Firm:** If the tender is submitted on behalf of a

LLP registered under LLP Act-2008, the tenderer shall submit alongwith the tender:

(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 explanatory notes in clause 16 of Section II of Tender Document.

**(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 clause 16 of Section II of Tender Document.

(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/ HUF 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 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.

The Tenderer shall be responsible for the execution of the Tender as a whole in accordance with the condition of Tender.

21. The tenderer whether sole proprietor / a company or a partnership firm / joint venture (JV) / 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.*

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



- a. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. One or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him / them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. Such "Power of Attorney" shall be notarized / registered and submitted along with the tender.
- i. 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.
- j. 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.
- k. 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.
- l. 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.

m. Duration of the partnership deed and partnership firm agreement:

The partnership deed/partnership firm agreement shall normally not be modified/alterd/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 abreach of the contract, liable for determination of the contract under Clause 62 of the General Conditions of Contract.

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

o. 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.

p. 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:

(a) A notarized copy of partnership deed or a copy of the Partnership deed registered with the Registrar.

(b) A notarized or registered copy of Power of Attorney (duly registered as per prevailing law) in favour of the individual to tender for the work, sign the agreement etc. and create liability against the firm.

(c) (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.

(d) All other documents in terms of explanatory notes in clause 16 of Section II of Tender Document.

q. 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 clause 16 of Section II of Tender Document.

23. **FOR - 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.
24. **Force Majeure Clause:** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 60 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
25. **Assignment or Subletting of Contract:** The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the special permission in writing of the Chief Engineer, save as provided below. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of these Conditions and also

render the Contractor liable for payment to the Railway in respect of any loss or damage arising or ensuing from such cancellation; provided always that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

In case Contractor intends to subcontract part of work, he shall submit a proposal in writing seeking permission of Chief Engineer for the same. While submitting the proposal to railway, Contractor shall ensure the following:

(a) (i) Total value of work to be assigned to sub-contractor(s) shall not be more than 50% of total contract value.

(ii)(ii) The subcontractor shall have successfully completed at least one work similar to work proposed for subcontract in last 5 years, ending date of submission of proposal by Contractor to Railway, costing not less than 35% value of work to be subletted, through a works contract. For fulfilment of above, Work Experience Certificate issued by a Govt. Department/Organisation shall be considered. Further, Work Experience Certificate issued by a Public listed company shall be considered provided the company is 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, registered at least 5 years back from the date of submission of proposal by Contractor to Railway and work experience certificate issued by a person authorised by the Public Listed Company to issue such certificates.

In case contractor submits subcontractor's work experience certificate issued by public listed company, the contractor 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.

(iii) There is no banning of business with the sub-contractor in force over IR.

- (b) The Contractor shall provide to the Engineer a copy of the agreement to be entered into by Contractor with subcontractor. No subcontractor shall be permitted without a formal agreement between Contractor and subcontractor. This agreement shall clearly define the scope of work to be carried out by subcontractor and the terms of payment in clear & unambiguous manner.
- (c) On receipt of approval from Chief Engineer, Contractor shall enter into a formal agreement legally enforceable in Court of Law with subcontractor and submit a copy of the same to the Engineer.
- (d) The Contractor shall intimate to the Engineer not less than 7 days in advance, the intended date of commencement of subcontractor's work.
- (e) Once having entered into above arrangement, Contractor shall discontinue such arrangement, if he intends to do so at his own or on the instructions of Railway, with prior intimation to Chief Engineer.
- (f) The Contractor shall indemnify railway against any claim of subcontractor.
- (g) The Contractor shall release payment to the Sub-contractor(s) promptly and shall endeavour to resolve all issues amicably and speedily with the Sub-contractor(s), so that the execution of work is not affected in any manner whatsoever.
- (h) In addition to issuance of work experience certificate to Contractor, the Engineer, when, based on documents, is satisfied that subcontracted work has been carried out by subcontractor, shall issue work experience certificate to the subcontractor also for the portion of work subcontracted and successfully completed by the sub-contractor.
- (i) The responsibility of successful completion of work by subcontractor shall lie with Contractor. Subcontracting will in no way relieve the Contractor to execute the work as per terms of the Contract.
- (j) Further, in case Engineer is of the view that subcontractor's performance is not satisfactory, he may instruct the Contractor to remove the subcontractor from the work and Contractor has to comply with the above instructions with due promptness. Contractor shall intimate the actual date of discontinuation of subcontract to Engineer. No claim of Contractor whatsoever on this account shall be entertained by the Railway and this shall be deemed as 'excepted matter' (matter not arbitrable).
- (k) The permitted subcontracting of work by the Contractor shall not establish any contractual relationship between the sub-contractor and the Railway and shall not relieve the Contractor of any responsibility under the Contract.

26. The contractor should engage the labour whose character and antecedents have been verified before they are utilized to work in Railway. In the event of any staff of the contractor being found selling Railway material, the person concerned will be turned out from the Railway premises summarily and further if the Railway Administration on enquiry comes to know that proper verification of the antecedents was not carried out by the contractor in case of the labour employed by him, this contract will be liable to be terminated forthwith.
27. **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.
28. 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.
29. If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, the Railway shall deem such tender cancelled. If a partner of a 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.
30. **(1) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or subcontractors for the execution of work.
- (2) Medical Certificate of Fitness for Labour:** It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form granted to him by a certifying surgeon certifying that he is fit to work as an adult.
31. The contractor will furnish a list of his employees who will be issued Identity cards by contractor. Identity cards with photographs having identification of firm's name, Tender No., age, name, father name & address of the contractor staff & validity pasted and attested by the contractor to all labourers engaged for the above job. A sample of the same has to be submitted to authorize representative of Chief Workshop Manager, Jagadhri before issue.
32. In order to avoid frequent issue of identity cards, on security account, it should be ensured by the contractor that the staff employed by him is not shifted frequently. In this respect, it is normally expected that a staff once employed will work at least for six months. Only in rare circumstance, this condition will be relaxed with the personal approval of controlling officer of Assistant Grade.
33. If contractor having more than one contracts in Jagadhri Workshop, then contractor will give separate list of labours for each contract and gate pass will be issued accordingly. Utilization of labour of one particular contract work to another contract work is totally prohibited.
34. The Tenderer should complete the whole of the Work in all respects on or before the date fixed in the contract or any authorized extension thereof, the Railway Administration is entitled to recover penalties as stipulated in the General/special conditions of Tender if the Tenderer is in default.
35. In the event of the Chief Workshop Manager, N. Rly., C&W Workshop, Jagadhri Workshop, Yamuna Nagar Haryana, finding the work being carried out in a defective or in all inefficient manner or at a slow rate the decision of which shall be in discretion of the Chief Workshop Manager, N. Rly., C&W Workshop, Jagadhri Workshop, Yamuna Nagar, he may give 7 days' written notice/ calling upon the Tenderer to remove the defects, if the Tenderer fails to comply with such directions the Tender will be terminated after giving 48 Hrs. notice and the bid security and/or security deposit will be forfeited in whole and liquidated damages recovered.
36. **Occupation and Use of Land:** No land belonging to or in the possession of the Railway shall be occupied by the Contractor without the permission of the Railway. The Contractor shall not use, or allow to be used the site for any purposes other than that of executing the works. Whenever non-

railway bodies/persons are permitted to use railway premises with competent authority's approval, conservancy charges as applicable from time to time may be levied.

**37. Safety of Staff:**

The contractor will make necessary arrangements for safe working for the personnel hired for completion of the contract. Under no circumstances would the Railways be held responsible for injuries or loss of life of personnel employed by the contractor. Railways would not be liable to pay any compensation under any circumstances. The contractor will ensure-

- a) He and his staff follow the provisions of the applicable Act and will ensure that he and his staff work safely. The contractor shall give high importance to the safety of his staff and they will not do any act which will endanger safety of their staff or that of any other person in Jagadhri Workshop.
- b) It will be responsibility of all the contractors to ensure that their staff is in good health. The contractors will not employ staffs that are sick or unfit otherwise for working.
- c) The contractor should keep a first aid box and a trained staff in First Aid to provide first aid to injured staff at the work place.
- d) Contractor's staff will not enter in workshop without shoes/safety shoes.
- e) To ensure that a capable representative is always available at work site in the absence of contractor who will also ensure that the workers work in safe manner.
- f) To ensure that injured, sick, unhealthy, alcoholic, mentally unsound staff and staff in inebriated condition do not enter the Jagadhri Workshop.
- g) To ensure that his staff does not use short-cuts in work and avoid safety principles to carry out the work.
- h) To inform his workers about the safety requirements while working in Jagadhri W/shop
- i) To provide protective equipments such as Safety Shoes, Hand gloves, Helmet, Face Mask, Safety Belt, Ear Plug, Protective clothing etc., to the staff. The protective equipments should be of good quality and reputed brand.
- j) To provide suitable good quality tools to his staff for working. Contractor will further ensure that staff uses the tools in safe manner and follow safe working methods.
- k) To ensure that staff uses the protective equipment while working and they use a designated safe path for coming to the work place and going back from work place and will not deviate from their regular path. Moving in areas other than the designated work place is an offence.
- l) To ensure recording of attendance of staff and their deployment as per the Act.
- m) To ensure that before starting work in a shop, contractor should inform Shop SSE and work should not be started without informing shop SSE, in any circumstances.
- n) To inform his staff about the shunting and not to come in the way of railway tracks. In Jagadhri Workshop, shunting of coaches is a routine process.
- o) To ensure that he and his staffs abide to the general safety principles while working in JUDW, even though they may not have been specifically listed out in the above paragraphs.

38. The cancellation of the contract may be either for whole or part of the contract at CWM/JUDW's option. In the event of CWM/JUDW terminating this contract in whole or in part he may procure upon such terms and in such manner as he deems appropriate, supplies/services/work similar to those so terminated and if risk contract is not rendered possible for any reason in which event the contractor shall be liable to CWM/JUDW for any excess cost for such similar supplies/services/work provided that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

39. The tender/s shall not increase his/their rate in case the railway administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and if not agreed for reduction, rates originally quoted will be binding on the tender/s.

40. The provision of clauses 62, 63 & 64 of the General Conditions of contract for Works will be applicable for settlement of claims or disputes between the contractor and Railway Administration.

41. If for any reason the contract goes under arbitration, the decision taken by the Railway Administration for appointing an arbitrator will be binding upon the contractor.

42. In case of any dispute the decision of Chief Workshop Manager, N. Rly., C&W Workshop, JUDW will be final.
43. After arbitration, all disputes are subject to the Jurisdiction of the Distt. Court Jagadhri only. If contractor is not satisfied with the decision of arbitration.
44. It is the sole responsibility of Contractor to observe and abide by the provisions of various statutory labour laws like Workmen Compensation Act, Factories Act, minimum wage act and other Acts and regulations framed by the Government / statutory authorities. Railways shall not be responsible for any violation of act or regulation by the Contractor or his staff. However, during currency of the contract, compliance of applicable statutory and mandatory laws should be sought from the contractor.
45. Tenderer shall pay necessary taxes, such as EPF, ESI etc. whichever applicable as above to relevant authorities or any other tax/ levies of Central/State Govt.
46. Tenderers will examine the various provisions of the central Goods and Services Tax act,2017(CGST)/Integrated Goods and Services 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 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.
47. 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 the 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.
48. In case the successful tenderer is not liable to be registered under CGST/IGST/ UTGST/SGST Act, the railway shall deduct GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.
49. The Payment to contract labour should be made through Bank/Cheque.  
(Authority Railway Board L.No. E(LL)2015/PNM/AIRF/I dt. 20.10.2015
50. The persons deployed by the contractor for the work shall be the employees of the Contractor for all intents and purpose and in no case, there shall be any relationship of employer and employees between the said persons and the Railway.
51. (i) *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/ updation of Portal shall be done as under:*
- (a) *Contractor shall apply for onetime 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 in the portal within 7 days of receipt of such request.*
- (b) *Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all LoAs issued in his favour.*
- (c) *The contractor once registered on the portal, shall provide 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.*
- (d) *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.*
- (e) *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.*

(ii) 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."

52. The contractor shall comply with the provision of the payment under section 20 & 21 of contract labour (R&A) Act 1970 and the rules made of that may be made there under in respect of all employees himself and not the Administration is responsible under the said Act for the compliance thereof.

53. Jagadhri Workshop is ISO 9001, ISO 14001 and OHSAS 18001 certified w/shop therefore, it is contractors' responsibility to ensure that environmental norms set by HSPCB are not violated and he (contractor) will only use those processes which do not affect environment, his staff or any other process.

54. The Railway Administration shall not be bound to accept the lowest tender or to assign any reason for non-acceptance/rejections of the tender.

55. Railway reserves the right to terminate the contract at any point of time during the period of execution without assigning any reason.

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

57. Optional Payment for LC -All works tenders or service tenders invited by railways through e-tendering on IREPS, having advertised value of Rs.10 lakh and above, an option for the contractor to take payment from Railways through a letter of credit (LC) arrangement has been given. As such, following special conditions, are as follows:

- i. For all the tenders having advertised cost of Rs.10 lakhs 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 the 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 of payment through LC:
  - a) The LC shall be a sight LC.
  - b) The contractor shall select his Advising/Negotiating bank for LC. The incidental cost towards issue of LC and its operation there of shall be borne by the contractor.
  - c) 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.
  - d) The LC shall be opened initially for duration of 180 to 360 days in consultation with the contractor. The LC shall be extended time to time as per the progress of the contract, on the request of the contractor. The value of LC to be opened initially as well as extended thereafter shall be finalized by the engineer in consultation with the contractor on the basis of expected progress of work.
  - e) The LC terms and condition shall inter-alia indemnify and save harmless the Railway from and against all the losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor, his agents or employees, in relation to

the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by the contractor.

f) The LC terms and conditions shall inter-alia provide that Railways will issue a Document of the Authorization (format enclosed as Annexure 2) after passing the bill for completed work, to enable contractor to claim the authorized amount from their bank.

g) The acceptable, agreed upon document for payments to be released under the LC shall be Document of Authorization.

h) The Document of Authorization shall be issued by the Railway Accounts office against each bill passed by Railways.

i) On issuance of Document of Authorization, a copy of Document of Authorization shall be posted on IREPS for download by the contractor. A digitally signed copy of Document of Authorization shall also be sent by Railway accounts office to Railways' bank (Local SBI branch).

j) The contractor shall take print out of the Document of Authorization available on IREPS and present his claim to his bank (advising Bank) for the necessary payments as per LC terms and conditions. The claim shall comprise of copy of Document of Authorization, bill of exchange and Bill.

k) The payment against LC shall be subject to verification from Railway's Bank (Local SBI Branch).

l) The contractor's bank (advising bank) shall submit the documents to the Railway's Bank (Local SBI Branch).

m) The railway's bank (issuing bank) shall, after verifying the claim so received w.r.t. the digitally signed Document of Authorization received from Railways Accounts office, release the payment to contractor's bank (advising bank) for crediting the same to contractor's account.

n) Any number of bills can be dealt within one LC, provided the sum total of payments to contractor is within the amount for which LC has been opened.

o) The LC shall be closed after the release of final payment including PVC amount, if any, to the contractor.

p) The release of performance guarantee or security deposit shall be dealt directly by railway with the contractor i.e. not through LC.

58. Tenderer must submit the following details regarding him & his sister concerns.

S.No.		Name of firm	Address	GSTIN NO.	Name of proprietor or	PAN NO .
1	Tenderer					
2	Sister Concerns					

Note: In case of partners at S.NO.1, kindly submit copy of partnership deed.

59. Tenderer must submit the following communication details regarding him:

Name of tenderer : \_\_\_\_\_  
Firm's address : \_\_\_\_\_  
: \_\_\_\_\_  
Telephone Numbers : \_\_\_\_\_  
Fax Numbers (if any) : \_\_\_\_\_  
Mobile Numbers : \_\_\_\_\_  
E mail Address (Compulsory) : \_\_\_\_\_



**SCOPE OF WORK & SPECIAL CONDITIONS OF CONTRACT**

**Name of Work:** - Work of Design, Supply, Installation, Commissioning & Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3 year post-warranty AMC at Jagadhri Workshop Northern Railway

#	Description	Qty
A	Wireless Error-proofing Controller	3
1	Wireless Error-proofing Digital Hand Tool, 3/8" Square Drive (6.7 -135 Nm)	6
2	Wireless Error-proofing Digital Hand Tool, 1/2" Square Drive (16.9 -339 Nm)	10
3	Wireless Error-proofing Digital Hand Tool, 3/4" Square Drive (40.7-813.5 Nm)	2
4	Wireless Error-proofing Digital Hand Tool, 0.560" Shank Drive (6.7 -135 Nm)	3
5	Wireless Error-proofing Digital Hand Tool, 0.735" Shank Drive (16.9 -339 Nm)	4
6	Wireless Error-proofing Digital Hand Tool, 0.990" Shank Drive (40.7-813.5 Nm)	2
7	Wireless Error-proofing Motorized Tool, 3/4" Square Drive (160-813 Nm)	2
8	Barcode Scanner Manager	4
9	Wireless Barcode Scanner & Printer	4
10	i5 Business Desktop/ Laptop with Customized Assembly 360 Software for report generation	2
11	Installation and commissioning at Carriage & Wagon Workshop, Jagadhri	1

**PURPOSE:**

Digital Torque System with wireless connectivity for real-time process controls is required for all torquing activities during LHB coach maintenance as per railway requirement at JUDW to connect enabled torque wrenches to a fully configurable process control unit.

Torque report generation in the JUDW managed through torque tools and barcode scanners integrated with controller unit interface. Reports are auto-generated per job or shift in PDF or Excel format for quality assurance and traceability, ensuring compliance with ISO/IRIS 22163 standards.

'Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB coaches torquing''.

Torque details are as below,

#	Application	TORQUE (Nm)
1	VERTICAL BUMP STOP AT BLOSTER NUT/BOLT	21
2	PHONIC WHEEL	30
3	SLIP ASSEMBLY/ RING OILER ASSEMBLY OF EARTHING	30
4	EARTHING RESISTANCE (GROUND CABLE)	40
5	LATERAL DAMPER NUT BOLT	70
6	SECONDARY VERTICAL DAMPER NUT BOLT	70
7	TRACTION CENTER PIN BOLT	170
8	LATERAL BUMP STOP	170
9	YAW DAMPER	170
10	PRIMARY VERTICAL DAMPER	170
11	CONTROL ARM	170
12	AXLE BOX FRONT COVER	170
13	CAR BODY NUT BOGIE	250
14	BALL JOINT IN CONTROL ARM	265
15	AIR SPRING	340
16	SUPPORT FRAME/ H-FRAME	340

Stamp and Signature  
Of the Tenderer

17	TRACTION ROD	590
18	BOLT BETWEEN VERTICAL ROD & ANTI ROLL BAR	590
19	BIO TANK	170
20	WATER TANK	67
21	TRANSFORMER	75
22	WEDGE BLOCK - CBC	400-450
23	FRONT CARRIER PLATE - CBC	180-200
24	SUPPORTING DEVICE - CBC	500
25	BOGIE BODY CONNECTION	250
26	BREAK PANNEL	40
27	FUEL TANK	200

1.

#### Technical Specification of wireless error-proofing torque system

- Wireless error-proofing system that integrates tools into MES, can also be configured as a standalone data collection system, or control system if integration with MES is not desired.
- The system should be integrated into an automated network via multiple protocols or through 24 V I/O for PLC controlled systems. It should be delivered with three protocols enabled: Ethernet IP, ACOP and Tools NET.
- For standalone applications, the systems on-board memory should store up to 10,000 events, which then can be saved to a database in CSV format and accessed via the Manager software.  
And further server integration via "HOST" software
- Wireless technology connects 16 tools plus 8 I/Os to a fully configurable process control unit. This must reduce redundant operations, mistakes, rework, and costs.
- The system should work on 2.4 GHz radio allows for long-range communication up to 100 meters, depending upon obstructions.
- The error-proofing system should provide instant time stamped data on the exact torque applied creating a real time process controls for multiple operators and documents every torque event.
- The system should be both key and password protected; eliminating any inadvertent parameter or job changes made at the tool level
- System should have (4) network connections house in one box, these network connections should communicate with up to four operators working independently
- The system should send pre-set torque, angle and batch instructions to the tools. The tools must act as per instructions of the system and allow only the technician to carry out predetermined pre-sets and jobs.
- The system should have suitable managing Software, which will be used to set up parameters and jobs.
- The system should have additional facility to set parameter and job specifications with the controller using the soft keypads.
- The system should have easy traceability of torque history on the control unit screen.
- The system should be supplied with a barcode scanner manager system for automation of programming and traceability.
- Data accumulation through Customized CRM Level software for data acquisition.

Wireless Error-proofing Controller, 2Nos		
Sl. no	Parameter	Specification
1	No. of tools configurable	16 nos. plus 8 I/O
2	Connection Type	Xbee
3	Connection Range	100 meters, depending on site conditions
4	Connection frequency	2.4 GHz
5	No of Radio Channel	12
6	On-board Memory	up to 10,000 torque events for standalone applications
7	Type of display	On-board color display
8	Type of keypad	Alpha-numeric keypad with decimal point, navigation keys, enter and escape buttons and function keys
9	RJ-45 Ethernet ports	2 nos.
10	USB-A connector	1 nos.
11	RS232 DSUB9	1 nos.

Stamp and Signature  
Of the Tenderer

11	RS232 DSUB9	1 nos.
12	10-pin I/O connector	1 nos.
13	Power Plug	100-240 VAC at 50-60 Hz.
14	Key	2 nos.

## 2. **Technical Specification of wireless error-proofing hand tools**

- The Hand tools should be rugged all-steel construction is designed to stand-up to even the toughest work conditions
- The Hand tools should have Control torque accuracy to +/- 2% clockwise
- The Hand tools should have Multiple units of torque measurement, including Nm, Kg-m and ft-lb
- The Hand tools should have dual, multi-colored side LED indicator lights with configurable settings provide operational guidance
- The Hand tools should be ideal for any working condition thanks to audible, tactile and visual indicators. Easy-to-read LCD screen, LED indicator lights, audible beep and handle vibration work together to signal when torque is within the targeted range.
- The Hand tools should have built-in calibration factor for use with interchangeable heads and torque adapters eliminates the need to perform manual calculations
- The Hand tools should alert when calibration is needed.
- The Hand tools should be accompanied with all types of application specific chrome sockets will be inclusive of the system
- The Hand tools should have an OEM calibration facility in India

<b>Wireless Error-proofing Digital Hand Tool, 3/8" Square Drive, 6Nos</b>		
<b>Sl No</b>	<b>Parameter</b>	<b>Specification</b>
1	Type	Sealed Ratcheting Head type.
2	Range	5 to 100 ft lb. (6.8 – 135 Nm)
3	Accuracy	+/-2% Clockwise
4	Head Depth	5/8" (15.9 mm)
5	Head Width	1.5/32" (29.4 mm)
6	Length	18.9" (480 mm)
7	Weight	3.1 lbs. (1.4 Kg)
8	Battery	3X AA Lithium
9	Ratcheting arc	4.5 degree
10	Standards	ISO 6789:2003 and ASME B107:300-2010 (B107.29)

<b>Wireless Error-proofing Digital Hand Tool, 3/4" Square Drive, 2Nos</b>		
<b>Sl no</b>	<b>Parameter</b>	<b>Specification</b>
1	Type	Sealed Ratcheting Head type.
2	Range	30 to 600 ft lb. (40.7 -813.5 Nm)
3	Accuracy	+/-2% Clockwise
4	Gear Action	11 degree
5	Gear Teeth	32
6	Length	48.6" (1234 mm)
7	Weight	10.5 lbs. (4.8 Kg)
8	Battery	3X AA Lithium
9	Standards	ISO 6789:2003 and ASME B107:300-2010 (B107.29)

<b>Wireless Error-proofing Digital Hand Tool, 1/2" Square Drive, 10Nos</b>		
<b>Sl no</b>	<b>Parameter</b>	<b>Specification</b>
1	Type	Sealed Ratcheting Head type.
2	Range	12.5 to 250 ft lb. (16.9 -339 Nm)
3	Accuracy	+/-2% Clockwise
4	Head Depth	3/4" (19.1 mm)
5	Head Width	1.5/8" (41.3 mm)
6	Length	26.7" (678 mm)
7	Weight	4.5 lbs. (2.10 Kg)

8	Battery	3X AA Lithium
9	Ratcheting arc	4.5 degree
10	Standards	ISO 6789:2003 and ASME B107:300-2010 (B107.29)

Wireless Error-proofing Digital Hand Tool, 0.560" Shank Drive, 3Nos		
Sl no	Parameter	Specification
1	Type	Interchangeable Head type.
2	Range	5 to 100 ft lb. (6.8 - 135 Nm)
3	Accuracy	+/-2% Clockwise
4	Length	17.2" (436.9 mm)
5	Weight	2.7 lbs. (1.2 Kg)
6	Battery	3X AA Lithium
7	Standards	ISO 6789:2003 and ASME B107:300-2010 (B107.29)

Wireless Error-proofing Digital Hand Tool, 0.735" Shank Drive, 4Nos		
Sl no	Parameter	Specification
1	Type	Interchangeable Head type.
2	Range	12.5 to 250 ft lb. (16.9 -339 Nm)
3	Accuracy	+/-2% Clockwise
4	Length	25-1/2" (647.7 mm)
5	Weight	3.55 lbs. (1.61 Kg)
6	Battery	3X AA Lithium
7	Standards	ISO 6789:2003 and ASME B107:300-2010 (B107.29)

Wireless Error-proofing Digital Hand Tool, 0.990" Shank Drive, 2Nos		
Sl no	Parameter	Specification
1	Type	Interchangeable Head type.
2	Range	30 to 600 ft lb. (40.7 -813.5 Nm)
3	Accuracy	+/-2% Clockwise
4	Length	44.8" (1138 mm)
5	Weight	7.6 lbs. (3.5 Kg)
6	Battery	3X AA Lithium
7	Standards	ISO 6789:2003 and ASME B107:300-2010 (B107.29)

### 3. Technical Specification of wireless error-proofing motorized multiplier

- Motorized tools should have intelligent joint sensing technology continually measure the joint during tightening and whenever necessary
- Should employ dynamic braking to avoid torque over-shoot due to motor inertia
- Should be Brushless Motor for low maintenance with Overheat-Prevention
- Should have Control torque accuracy to +/- 3%.
- Should have Multiple units of torque measurement, including Nm, Kg-m and ft-lb
- Provided with 'Safe to start' button ensuring hands are safely positioned at start up
- The tools should alert when calibration is needed.
- Should have 'Audit Mode', which offers the ability to perform a check on pre-tightened bolts
- Should be inclusive of all type of sockets as per application suitability
- Should have OEM own calibration and torque repair facility in India

Wireless Error-proofing Motorized Tool, 3/4" Square Drive, 2Nos		
Sl No	Parameter	Specification
1	Type	Motorized Multiplier
2	Range	118-600 ft lb. (160-813 Nm)
3	Accuracy	+/-3% Clockwise

4	RPM	6.5
5	Weight	8.2 lbs. (3.7 Kg)
6	Battery	18V, 5.0Ah
7	Standards	EN 62841-1:2015/AC:2015 & EN 62841-2-2:2014/AC:2015 EN 55014-1:2006+A1:2009+A2:2011 & EN 55014-2:2015 EN 301 489-1 v.2.1.1, EN 301 489-17 v3.1.1 & EN 300 328 v2.1.1

#### 4. **Technical Specification: Assembly Traceability and Torque Data Management System**

##### a) **System Overview**

An on-premises assembly traceability software solution to be designed for torque-controlled production lines providing end-to-end monitoring, data capture, and traceability of every tightening event across multiple workstations. The system should ensure full linkage between torque events and product identification numbers (such as VINs, part serials, or subassembly codes), enabling 100% traceability and compliance with Industry 4.0 manufacturing standards.

##### b) **System Architecture**

The system to operate on a client-server architecture, supporting both on-premises and cloud deployment communicating with electronic torque controllers through Ethernet or serial interfaces, using standard industrial communication protocols. The database to be built on MS SQL Server or PostgreSQL, ensuring high data integrity, redundancy, and scalability

##### c) **Data Capture and Integration**

Management system to interface directly with torque tools, controllers, and barcode scanners to record all tightening parameters such as torque, angle, time stamp, operator ID, and workstation ID. The platform to support API-based integration with ERP, MES, and quality systems, enabling seamless data exchange and production reporting.

##### d) **Traceability and Data Management**

Each tightening record to be automatically associated with the respective VIN, component serial number, or batch ID. The system to maintain historical data for traceability, providing complete tightening sequence details and verification records for audit and compliance purposes.

##### e) **Dashboard and Visualization**

A web-based and desktop-accessible dashboard to provide real-time visualization of:

- OK/NOK results per joint and workstation
- Operator performance and production status
- Torque and angle trend graphs
- Component and assembly histories

##### f) **Reporting and Analytics**

Management system should automatically generate PDF and CSV-based reports, including tightening logs, station-wise summaries, and audit-ready compliance documentation. System should generate reports on schedule or demand.

##### g) **Alerts and Quality Control**

The system to include configurable alert logic for torque/angle deviations, missing tightening events, and tool errors. Smart alert notifications (visual and email) enable immediate corrective actions to prevent rework and quality issues.

##### h) **User Management and Security**

User authentication is role-based with customizable access privileges for operators, supervisors, and administrators. All data transactions are logged to ensure traceability, accountability, and system integrity.

- i) **Barcode and Workflow Automation** The system should have Integrated barcode functionality allowing automatic part verification, job assignment, and cross-station identification. The workflow to ensure that each tightening operation is associated with the correct part or assembly step before progressing to the next station.

- j) System Environment and Compatibility
- Operating System: Windows 10 / 11 or Windows Server (latest versions)
  - Database: MS SQL Server / PostgreSQL
  - Network: Ethernet TCP/IP connectivity
  - Browser Support: Chrome, Edge, Firefox (latest versions)
  - API Compatibility: REST / JSON

**Note: - System architecture & design of this wireless torquing & data logger given here is indicative in nature. Also, OEM/system integrator may give his own system architecture/design/tools in tender offer which should fulfill the functional requirements of this tender that will be approved by Railway before supply and installation.**

5. **Operational & Maintenance Manual-** 06 Nos. of manuals should be supplied by the firm with machine before commissioning.
6. **Installation, commissioning and proving tests: -**  
On receipt of equipment, the firm would be required to carry out a joint check at shop floor along with the consignee before unpacking is done, to avoid subsequent complaint regarding short shipment/transit damages. It is to be done immediately after receipt of the system.  
The system shall be commissioned by satisfactory torqueing of upto 10000 bolts at various stages.
7. The system/machine should have proper covering and locking arrangement when not in use to ensure no tampering from system.
8. **Commissioning time:** Installation and Commissioning time will be within 30 days after supply of material.
9. **Following Items of Work Shall Be Performed by The Supplier: -**
- a) Installation of the machine in position.
  - b) Complete fitting and wiring of all electrical items.
  - c) Commissioning of the equipment.

**IMPORTANT NOTE: -**

- i. Tenderers are required to give comments/compliance against each clause and sub clause on the above technical specifications.
- ii. Comments should be specific and to the point. It should also give specific information, wherever, asked for. Deviations, if any, should be clearly indicated with details and proper justification to avoid back reference. Firm should not use vague/unclear words while giving compliance of technical specification with their offer. In absence of compliance and usage of unclear words, the offer shall be treated non-complied and can be rejected thereafter.
- iii. The specification covers design, manufacture, supply, civil foundation, installation & commissioning of a Measuring system conforming to parameters mention in above specification on TURN KEY BASIS. The Turn Key Word shall include all civil engineering foundation, electrical & other works related to installation & commissioning of the System.
- iv. The Scope of Supply shall include all accessories & equipment required to make the system fully functional on being connected to a power source.

**B. Scope of AMC:**

- a) Post-Warranty Annual Maintenance Contract (AMC): After completion of the warranty period, the contractor will begin Comprehensive Annual Maintenance Contract (CAMC) covering: Preventive maintenance visits, Breakdown maintenance, Supply and replacement of essential spares, recalibration, excluding consumables.
- b) Schedule for Preventive maintenance to be prepared and submitted by contractor after commissioning and before start of AMC.
- c) Contractor has to report within 3 working days from date of report to attend breakdown maintenance.
- d) List of essential spares and account of replacement to be maintained jointly by firm and consignee.
- e) Any downtime experienced during AMC, effecting the outturn of LHB coaches or shop productivity, shall attract a penalty of ₹ 5000 per working day.

**C. Special Conditions of Contract** The following special conditions shall apply to the contract for the execution of work. But where they differ from the General condition, the special conditions shall override the General condition.

1. Working Period

- a) Complete Work of Design, Supply, Installation, Commissioning & Testing should be completed within 6 months from the date of LOA.
- b) Work of AMC shall commence after 2-years of warranty from the date of final commissioning and acceptance by Railways.
- c) Work of AMC shall be completed within 3 years from date of commencement.

2. Material Inspection: Consignee against OEM GC/WTC.

3. Final Inspection Authority: -

- a) Inspection to be conducted by authorized representative of CWM/JUDW after successful commissioning. Calibration certificate for all equipment to be provided by NABL accredited lab or OEM at the time of inspection.
- 3. Training of Railway Personnel: The contractor should provide comprehensive training for Railway personnel (to all nominated supervisors, operator and maintenance staff) during installation and commissioning, covering: Operation of the system, Preventive maintenance procedures, Basic troubleshooting and safety practices.

4. MODE OF PAYMENT:

- a) No advance payment will be made to the contractor. No payment shall be made to the Contractor for maintenance obligations during the Contract Execution Period and Warranty Period.
- b) Payment of Design, Supply, Installation, Commissioning & Testing will be done on completion basis and on submission of certified bill as per the Railway norms. To arrange payment a bill comprising of charges lavatories attended will have to be submitted.
- c) Payment of AMC will be done on annual basis and on submission of certified bill as per the Railway norms. To arrange payment a bill comprising of charges lavatories attended will have to be submitted.
- d) The Contractor has to certify that “the workers have been paid as per minimum wages act by the contractor and the proofs for the payments made for the previous month as per minimum wages act, are collected and submitted along with bills, which are susceptible for verification by Accounts Officer at any point of time”
- e) Documentary proof like xerox copies of updated bank passbooks for Last month wages paid through Bank/ Cheque for the engaged contract workers, as per the minimum wages notified by the Labour Commissioner from time to time.
- f) Self-certification in compliance of all applied Acts/laws/statutory regulations/ rules related to contract labor engagement.
- g) Railways shall be entitled to deduct income tax and surcharge on income tax and other taxes as per the Government regulations applicable from time to time.
- h) Bill Passing Authority: Dy. CME/C JUDW
- i) Bill Paying Authority: AFA/JUDW
- 5. Calibration and Traceability: All torque wrenches, sensors, and associated measuring instruments supplied under this contract should be accompanied by valid calibration certificates by manufacturer at the time of delivery, equipment to be recalibrated during warranty and AMC as and when required.
- 6. Railway Scope:  
Railways shall provide necessary electrical power supply, pneumatic connections, and working space, required for installation and commissioning, free of cost at site.
- 7. The contractor shall nominate a representative/supervisor-in-charge who will maintain liaison with SSE/JE nominated, at site, regarding the work.
- 8. Penalty: -
  - a) Installation and Commissioning time will be within 30 days after supply of material otherwise penalty of Rs. 1000 per day may be imposed upon the contractor.
  - b) Railway administration will reserve the right to impose any penalty deemed suitable by competent

authority in case of any short coming in work.

- c) The work has to be executed by the contractor to the entire satisfaction of the Engineer as per his instructions in accordance with the terms and conditions of this contract. In case of unsatisfactory work noticed by the Engineer or upon being brought to his notice, the contractor shall be liable for rework without any additional cost to the satisfaction of the Engineer along with imposition of penalty of upto ₹5,000/- in each such instance.
- d) In the event of causing any damage to any railway stock / component during the execution of work by him or his workmen due to mishandling or improper working or non-adherence of instructions including safety instructions by Railways, the contractor shall be liable to bear the complete cost of damage(s) and shall indemnify Railways from any liability arising on this account. The cost of such damages will be deducted from the running bills of the contractor.
- e) If any labour is found without Identity Card/Uniform, a penalty of upto Rs.100/- per occasion/labour will be charged.

9. Warranty: -

The system should have warranty for the period of 24 months commissioning against any manufacturing defects, system malfunction, or workmanship deficiencies. During the warranty period, the supplier/its OEM shall repair or replace defective components without any additional cost to Railways, except in cases of misuse, mishandling. The firm must carry out preventive maintenance of the system during the warranty period free of cost.

- 10 The contractor should engage the labour whose character and antecedents have been verified before they are utilized to work in Railway.
- 11 The contractor shall be responsible for the general conduct and discipline of his laborers. Railway administration reserves its right to take necessary action as deemed fit in all cases of misconduct/indiscipline.
- 12 The contractor shall be liable to pay for direct losses, damages caused to the Railway Administration by him or his workmen knowingly or unknowingly while they are in Railway premises working or not working. The amount so recovered will be determined by CWM/JUDW or his representative.
- 13 It will be the responsibility of the contractor to ensure that all his workmen observed Industrial safety rules, procedures, methods, practices etc. The Railway Administration shall not be liable for any accident, injuries etc. to his workmen
- 14. 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 Shramik Kalyan portal.
- 15. Stock of all material and all machines as per scope of work shall be maintained by contractor at all times during execution of contract.
- 16. The contract labour should adhere the working timings of Carriage & Wagon Workshop, Jagadhri.
- 17. If contractor requires to work beyond allowed time, he has to obtain prior permission from the competent authority.
- 18. The contractor should ensure that during his work execution there should not be any obstruction affecting Railway work and safety of Railway staff.
- 19. Contractor should ensure adequate manpower, machines, materials etc. to carry out the work according to the target specified in the delivery schedule.
- 20. Identification of staff
  - a) The contractor will employ labour not less than 18 years of age and shall provide identification card/name for their identify. The contractor should provide suitable uniform with company name to their workmen working under them for the said work so as to identify the workmen belonging to the contractor.
  - b) The contractor shall give the names of all concerned staff engaged by him during the execution of the contract. The entry of contractor's labour will be done on the basis of gate-pass and I-cards. All labours should be in proper uniform & uniform should be approved by Contractor/Railway.

21. VARIATION IN QUANTITY -

Jagadhri Workshop Northern Railway reserves the right to increase /decrease quantity of up to 50% at following rate, terms and conditions:

For the 25% enhancement at the same rates quantities operated in excess of 125% but up to 140% of the



agreement quantity of concerned items, shall be paid at 98% of the rate awarded for that item in that particular tender. Quantities operated in excess of 140% but up to 150% of the agreement quantity of concerned items, shall be paid at 96% of the rate awarded for that item in that particular tender.

22. Rate of Recovery of Conservancy Cess Charges as per Railway Board L. No. F(X)I/95/1/1 dated 07.09.2021 as following shall be levied on monthly basis as following:

Average No. of labourers or workman employed per day	Conservancy cess charges to be recovered per month
1 to 5	159/-
6 to 10	312/-
11 to 25	785/-
Leases or licenses of railway land for stocking/storing etc	465/-

**Undertaking by the tenderer for Special Conditions:**

Submission of an offer against this tender using [www.ireps.gov.in](http://www.ireps.gov.in) will mean that the tenderer has read this complete tender document and is submitting its offer using [www.ireps.gov.in](http://www.ireps.gov.in) after having read and understood all the terms and special conditions of this tender document.

**SCHEDULE OF RATES****Work of Design, Supply, Installation, Commissioning & Testing of Industry 4.0 Wireless Error-Proof Torquing System for complete data accusation by customized software for LHB Coaches including 3-year post-warranty AMC at Jagadhri Workshop Northern Railway**

Estimated Cost: ₹ 3,16,28,563.06/- Three crore sixteen lakh twenty eight thousand five hundred sixty three and six paise only

Tender No. 6-S/96/Tender/2025-26/JUDW/P3

#	Description	Unit Rate	Qty.	Amount
A	Wireless Error-proofing Controller	₹ 15,48,648.00	3	₹ 46,45,944.00
1	Wireless Error-proofing Digital Hand Tool, 3/8" Square Drive (6.7 - 135 Nm)	₹ 4,20,955.00	6	₹ 25,25,730.00
2	Wireless Error-proofing Digital Hand Tool, 1/2" Square Drive (16.9 - 339 Nm)	₹ 4,50,919.00	10	₹ 45,09,190.00
3	Wireless Error-proofing Digital Hand Tool, 3/4" Square Drive (40.7- 813.5 Nm)	₹ 5,31,760.00	2	₹ 10,63,520.00
4	Wireless Error-proofing Digital Hand Tool, 0.560" Shank Drive (6.7 - 135 Nm)	₹ 4,20,955.00	3	₹ 12,62,865.00
5	Wireless Error-proofing Digital Hand Tool, 0.735" Shank Drive (16.9-339 Nm)	₹ 4,50,919.00	4	₹ 18,03,676.00
6	Wireless Error-proofing Digital Hand Tool, 0.990" Shank Drive (40.7-813.5 Nm)	₹ 5,31,760.00	2	₹ 10,63,520.00
7	Wireless Error-proofing Motorized Tool, 3/4" Square Drive (160-813 Nm)	₹ 22,70,287.00	2	₹ 45,40,574.00
8	Barcode Scanner Manager	₹ 1,44,523.00	4	₹ 5,78,092.00
9	Wireless Barcode Scanner & Printer	₹ 32,500.00	4	₹ 1,30,000.00
10	i5 Business Desktop/ Laptop with Customized Assembly 360 Software for report generation	₹ 1,43,664.00	2	₹ 2,87,328.00
11	Installation and commissioning at Carriage & Wagon Workshop, Jagadhri	₹ 8,30,580.00	1	₹ 8,30,580.00
Basic Cost of the System including freight Installation and commissioning.				₹ 2,32,41,019.00
GST @ 18%				₹ 41,83,383.42
<b>Total (A)</b>				<b>₹ 2,74,24,402.42</b>
<b>B</b>	<b>AMC cost for 03 years after 02-year warranty</b>			
1	1st year AMC Cost	₹ 9,11,048.00	1	₹ 9,11,048.00
2	2nd year AMC cost	₹ 10,76,059.00	1	₹ 10,76,059.00
3	3rd year AMC cost	₹ 15,75,741.00	1	₹ 15,75,741.00
GST @ 18%				₹ 6,41,312.64
<b>Total (B)</b>				<b>₹ 42,04,160.64</b>
<b>Grand Total Amount ( C )</b>				<b>₹ 3,16,28,563.06</b>

**RATES ARE TO BE QUOTED ONLINE**

Note: - Before participating in tender, tenderers are requested to go through whole document thoroughly. They should satisfy themselves and they may visit shop. No claim for any deviation in any condition will be entertained & decision of Railway Administration will be final.

\*- Rate will be revised as per rate quoted (above, below, at par)

Note:- The contractor 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. Railway will recover the amount of tax, if any, is added to the output tax liability of Railway due to non-payment by the supplier/vendor and EMD/Bank guarantee shall be released only after confirmation of GST ITC availability.

The above work will be subject to the General Conditions of Contract in force on Railway in addition to the Special terms and conditions as laid down below. I / We hereby agree to carry out the work at the rates quoted by me/us duly accepted by Railway and abide by the special terms and conditions as laid down herein above.

## RAILWAY CONTRACT AGREEMENT OF WORKS

CONTRACT AGREEMENT NO. \_\_\_\_\_ DATED \_\_\_\_\_

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

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

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

Contractor \_\_\_\_\_ (Signature) Railway: Designation \_\_\_\_\_

Address \_\_\_\_\_ (For President of India)

Date \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**PROFORMA FOR STATEMENT OF DEVIATIONS FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers and General Conditions of Contract: -

CLAUSE	DEVIATION	REMARKS
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(Including Justification)

.....

Signature and seal of

The Tenderer.

**PROFORMA FOR STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS**

The following are the particulars of deviations from the requirements of the Technical Specification: -

CLAUSE	Deviations	REMARKS
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(Including Justification)

.....

Signature and seal of

The Tenderer.

**NOTE:** Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

**DETAILS OF WORK OF SIMILAR NATURE OF PRESCRIBED VALUE OR MORE  
WHICH HAVE BEEN COMPLETED IN THE LAST 07 Years  
(i.e. Current year and last seven financial years)**

S l · N o ·	Name of the authorized signatory of the Organizati on(s) / Customer (s) issuing Certificate / Document	Autho rity under whom the work has been execut ed	Agreeme nt/ acceptan ce letter reference with date of issue	Value of work as per agreeme nt / acceptan ce	Date of actual completi on of work/ extended date of completi on	Value of the work complete d	Supportin g Document (s)
1	2	3	4	5	6	7	8
1							
2							
3							
4							
5							
6							

**Annexure –“B”****Constitution of firm**

<b>1</b>	<b>Constitution of the Firm/concern. (Tick as applicable)</b>	<b>Sole Prop/ HUF / Partnership Firm / Company / JV / Society</b>
<b>2</b>	<b>Full name of firm /Company / JV/Society</b>	
<b>3</b>	<b>Year of formation / incorporation</b>	
<b>4</b>	<b>PAN No.</b>	
<b>5</b>	<b>Registered Office Address</b>	
<b>6</b>	<b>Address on which correspondence regarding this tender should be done.</b>	
<b>7</b>	<b>Name of the proprietor / partners/JV Members etc.</b>	

**We have enclosed along with the tender, all the requisite documents pertaining to the constitution of the firm/concern/company etc. as specified in clause 26 of the General Conditions of The Tender in tender documents. I/we understand that in the absence of these documents, our tender shall be treated as having been submitted by the individual who has signed the tender documents.**

**Signature of tenderer**

**GUIDELINES FOR PARTNERSHIP DEED IN TENDERS**

1. Following stipulations shall be applicable for Partnership firms except to the extent mentioned herein below, “The provision of Indian Partnership Act, 1932” shall be applicable to firm and the partners.
2. One of the partners who is responsible for executing a major component of the proposed contract shall be nominated as being in-charge during the execution. He will be called the lead partner and shall be authorized to incur all liabilities and receive instructions for and on behalf of all partners of the Partnership firm. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized representative of all the partners of Partnership firm with further stipulation that it shall be valid for the entire period of completion/extended period of the work including maintenance period.
3. All partners of partnership firm shall be jointly and severally liable/ responsible for the successful completion of the work as per the terms and conditions of the contract agreement irrespective of their share and role specified in partnership deed.
4. The tenderer shall clearly specify whether the tender is submitted on his own or on behalf of a partnership concern. If the tender is submitted on behalf of partnership concern, he should submit the certified copy of partnership deed along with the tender and authorization to sign the tender documents on behalf of partnership firm. If these documents are not enclosed along with tender documents, the tender will be treated as having been submitted by individual signing the tender documents. 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 exhibition 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 with the contractor.
5. No partnership will be accepted after submission of the tender bid.
6. Partnership deed shall include among other thing as the partnership firm objective, the proposed management structure, contribution of each constituent, role and responsibility of each partner covering all aspects of the planning and successful execution of the work, the commitment of the partners to the joint & several liability for due performance.
7. In addition, recourse/sanction within partnership deed in the event of the default/withdrawal of any partner and arrangement for providing the require indemnities shall be spelt out and shall be binding on each partner of the partnership firm.
8. The arrangement for investments and other resources required for successful exhibition of work under partnership firm shall be spelt out.
9. The share of profit & loss of each partner of the partnership firm shall be clearly spelled out.
10. The tender should be purchase in the name of partnership firm. Bid Security and Bank Guarantee shall also be in the name of partnership firm.
11. (a) The technical criteria must be fully met with by any of the partner in the partnership firm based on his proportionate percentage of partnership in the earlier partnership firm.  
(b) With regard to the financial criteria, the sum total of the strength of each the partner in the previous firms in that proportion will be added.  
(c) During assessment of eligibility criteria, the proportion of their strength in the new partnership firm shall not be taken into consideration.

**Guidelines for submitting tenders by Partnership Firms and their Eligibility Criteria.**

1. The Partnership Firms participating in the tender should be legally valid under the provisions of Indian Partnership Act.
2. Partnership Firms are eligible to quote tender any value.
3. 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.
4. 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 the any of the constituent partners shall not be considered. The valid constituents of the firm shall be called partners.
5. 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.
6. 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.
7. 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.
10. On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantee like performance guarantee, guarantee for Mobilization advance, Plant and Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantee among the partners shall be acceptable.
11. On issue of 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.
12. In case, the contract is awarded 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 contract is awarded, 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 in accordance with general 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 partner in the constitution of the firm without permission of Railway, shall constitute a breach of contract liable for determination of contract under Clause 62 of 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 and that of the Railway in respect of the tender/contract.
- 13 The tender shall clearly specify that the tender is submitted on behalf of a partnership concern. The following documents shall be submitted by the partnership firm, with the tender.
- a) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar..
  - b) 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.
  - c) 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.
  - d) All other documents in terms of Para 16 of GCC.
- 14 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 clause 16 of Section II of Tender Document above.

**DETAILS OF CONTRACTUAL PAYMENTS RECEIVED IN THE LAST THREE****YEARS****(i.e. Current year and last three financial years)****[As per Essential Eligibility Criteria]**

<b>Sl. No</b>	<b>Name of the Organization (s) / Customer (s)</b>	<b>Year for which issued</b>	<b>Amount for which issued</b>	<b>Supportin g Document (s)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>4</b>				
<b>5</b>				
<b>6</b>				

**Note: Certificates from the private individuals for whom such works have been executed / being executed shall not be accepted.**

**Note: Additional list may be submitted separately.**

**Annexure-G****Statement of works being executed/in hand by the contractor/s**

<b>S . N o .</b>	<b>Na m e a n d Pl a c e o f W o r k</b>	<b>Authority/Ag ency for whom the work is being carried out</b>	<b>Date of award &amp; Agree ment No. &amp; date</b>	<b>Date of comple tion (Origin al/ Actual)</b>	<b>Agreem ental cost of Work / Comple tion Cost</b>	<b>Principal/te chnical features in brief</b>	<b>S.No. at which relevant certificat e / documen ts are attached</b>	<b>Pay ment take n till</b>

**Note: Certificates from the private individuals for whom such works have been executed / being executed shall not be accepted.**

**Note: Additional list may be submitted separately.**

**Annexure-H****A. Details of Plants and Machinery Owned by tenderer:**

S . N	Particulars of Equip ments	N o. / U ni t	Kind/ Make	Cap acity	Age and Condi tion	Details of work where machiner y is in use at present	Whether the machiner y is hypotheca ted to any bank of Institution	Remarks

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

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

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

S.No.	Name & Designation	Professional Qualification	Experience	Remarks

**Note: Supporting Documents should be linked.**

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

**Sign. Of Contractor**

**ANNEXURE-I**

**(Compulsory- for Releasing of BID SECURITY amount)  
NATIONAL ELECTRONIC FUNDS TRANSFER  
MANDATE FORM (NEW)**

<b>S. No</b>	<b>Description</b>	<b>Details</b>
1.	<b>Name of City</b>	
2.	<b>Bank Code No.</b>	
3.	<b>Bank's Name</b>	
4.	<b>Branch Address with PIN Code</b>	
5.	<b>Branch Telephone /Fax No.</b>	
6.	<b>Supplier's/ Contractor 's Account No.</b>	
7.	<b>Type of Account</b>	
8.	<b>IFSC code for NEFT</b>	
9.	<b>IFSC code for RTGS</b>	
10.	<b>Contractor 's name as per Account</b>	
11.	<b>Current and Valid PAN No. (Compulsory)</b>	
12.	<b>Telephone No. of Contractor</b>	
13.	<b>Contractor's E-mail ID (Compulsory)</b>	
14.	<b>Cell phone No. of Contractor</b>	

**Please enclosed a Cancelled Cheque**

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

**Signature of Contractor with  
Stamp &Address**

**Confirmed by Bank.**

**Certified that particulars furnished above are correct as per our records.**

**Bank's Stamp**

**ANNEXURE -J**

**CERTIFICATE FROM CHARTERED ACCOUNTANT IN THEIR LETTER HEAD  
TO WHOMSOEVER CONCERNED**

**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)***

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

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

1. I/we certify that. (Constituent firm/constituent partner) is/are not blacklisted or debarred by Railways or any other Ministry/Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.

2. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed),

**SEAL AND SIGNATURE  
OF THE CONSTITUENT FIRM/CONSTITUENT PARTNER**

Place:

Dated:

**(Bid Security)**

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

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

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

Beneficiary: ..... Railway

Date:.....

**Bank Guarantee Bond No.:**

**Date:**-----

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

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

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

**AND**

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

1. KNOW ALL MEN that by these present that I/We the undersigned *[Insert name(s) of authorized representatives of the Bank]*, being fully authorized to sign and incur obligations for and on behalf of the Bank, confirm that the Bank, hereby, unconditionally and irrevocably guarantee to pay to the Railway full amount in the sum of *[Insert required Value of Bid Security]* as above stated.
2. The Bank undertakes to immediately pay on presentation of demand by the Railway any amount up to and including aforementioned full amount without any demur, reservation or recourse. Any such demand made by the Railway on the Bank shall be final, conclusive and binding, absolute and unequivocal on the Bank notwithstanding any disputes raised/ pending before any Court, Tribunal, Arbitration or any Authority or any threatened litigation by the Bidder or Bank.
3. The Bank shall pay the amount as demanded immediately on presentation of the demand by Railway without any reference to the Bidder and without the Railway being required to show grounds or give reasons for its demand of the amount so demanded.
4. The guarantee hereinbefore shall not be affected by any change in the constitution of the Bank or in the constitution of the Bidder.
5. The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at 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 .....

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.

-----**End of Tender Document**-----