



पश्चिम रेलवे Western Railway

मुख्य कारखाना प्रबन्धक का कार्यालय / Office of Chief Workshop Manager
कैरेज एवं वेगन मरम्मत कारखाना/ Carriage & Wagon Repair Workshop
पश्चिम रेलवे, प्रतापनगर /Western Railway, Pratapnagar
वडोदरा/ 390004 - Vadodara-390004

ई – निविदा सूचना/E-TENDER NOTICE No: - M137_MECH_PRTN_TEND_26_4R Dated 09-06-2026

For and behalf of The President of India, Dy. Chief Mechanical Engineer, Carriage & Wagon Repair Workshop, Western Railway, Pratapnagar, invites e-tender as per the details given below:

| | | |
|----|---|--|
| 1. | कार्य का नाम Name of work | प्रतापनगर कारखाना, पश्चिम रेलवे में बी.जी. वेगनों के सोल बार पर RFID टैग के ड्रिलिंग और लगाने का कार्य। Work of drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar workshop, Western Railway. |
| 2. | कार्य की प्रस्तावित मात्रा Proposed Quantity | 12000 नग / 12000 Numbers |
| 3. | कार्य की अनुमानित कीमत Approximate Cost of Work | रु. 2124000.00 (इक्कीस लाख और चौबीस हजार मात्र) Rs. 2124000.00 (Rupees Twenty-One Lakh and Twenty-Four Thousand Only.) |
| 4. | बयाना राशि Bid Security (EMD) | रु. 42500.00 (बयालीस हजार और पांच सौ रूपये मात्र) Rs. 42500.00 (Rupees Forty-Two Thousand and Five Hundred Only) |
| 5. | निविदा दस्तावेज शुल्क Tender Document Fees | NIL |
| 6. | कार्य पूर्ण करने की अवधि Completion Period | 18 माह 18 (Eighteen) Months |
| 7. | प्रस्ताव की वैधता Validity of offer | 60 दिन 60 days. |
| 8. | निविदा जमा करने की अंतिम तिथि व समय। Last date & Time for submission of tender. | बीडींग दिनांक 04-07-2026 को 13:30 बजे बंद होगी। Bidding will be closed on 04-07-2026 / 13:30 Hrs. |
| 9. | वेबसाइट का पता / स्थान जहाँ सम्पूर्ण जानकारी देखी जा सकती है। Website particulars and address where complete details can be seen. | वेबसाइट: www.ireps.gov.in मुख्य कारखाना प्रबन्धक का कार्यालय, प्रतापनगर, पश्चिम रेलवे - 390004 Website : www.ireps.gov.in Office of Chief Workshop Manager, Pratapnagar, WR - 390004 |

1. The e-Tender notice & e-Tender documents will be available on official web site www.ireps.gov.in.
2. Tender forms are non-transferable and offers duly filled & signed should be submitted in the prescribed tender form only through website www.ireps.gov.in not later than at the scheduled time & date of the tender closing.
3. Tenderer(s) / Bidder(s) may satisfy themselves before submission of his/her/their offer(s) regarding his/her/their financial status, previous experience and ability to execute work including by visiting actual site and locality of the work and all location liable to be encountered during execution of work and may be required to submit/demonstrate evidence.
4. **Conditional offers are liable to be rejected.**
5. **Offers with validity of offer less than what is prescribed in the tender documents will be rejected summarily.**
6. Any other information required by the tenderer can be obtained from the office of Chief Workshop Manager, Carriage and Wagon Repair Workshop, Pratapnagar, Western Railway - 390004 during the working hours.
7. The Railway reserves the right to cancel the tender without assigning any reason thereof.
8. **Note:** The bidder has to submit the documents which are mandatory as per conditions mentioned at relevant Para of NIT and tender document. **Non submission of any mandatory documents by the bidder(s) shall result in summarily rejection of his/their bid.**

**BADAM VENKATA
SAI PRASAD**

Digitally signed by BADAM
VENKATA SAI PRASAD
Date: 2026.06.09 12:54:27
+05'30'

उप .मुख्य यांत्रिक इंजीनियर/Dy. Chief Mechanical Engineer
कैरेज एवं वेगन कारखाना/Carriage & Wagon Repair Workshop
पश्चिम रेल्वे, प्रतापनगर/Western Railway, Pratapnagar
भारत के राष्ट्रपति की ओर से एवं उनके द्वारा / For and On Behalf of The President of India

INDEX

The tender document comprises various parts and contains as under.

| Sr. No. | Description of contents | Page Number | |
|------------|---|-------------|----|
| | | From | To |
| 1. | TENDER NOTICE | 1 | 2 |
| 2. | INDEX | 3 | 3 |
| 3. | INSTRUCTIONS TO TENDERER (S) | 4 | 6 |
| 4. | TENDER FORM – FIRST SHEET | 7 | 7 |
| 5. | TENDER FORM – SECOND SHEET | 8 | 12 |
| 6. | TENDER FORM – THIRD SHEET (BILL OF QUANTITIES) | 13 | 13 |
| 7. | SCOPE OF WORK | 14 | 15 |
| 8. | GENERAL CONDITIONS OF CONTRACT | 16 | 21 |
| 9. | SPECIAL TERMS & CONDITIONS OF CONTRACT | 22 | 23 |
| 10. | ANNEXURE – I & I-A: FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS. | 24 | 26 |
| 11. | ANNEXURE – II: DETAILS OF WORK ON HAND. | 27 | 27 |
| 12. | ANNEXURE – III: ACCEPTANCE & DEVIATION SCHEDULE. | 28 | 28 |
| 13. | ANNEXURE – V: - CHECK-LIST FOR DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER. | 29 | 29 |

INSTRUCTION TO TENDERERS (ITT)

1. Interpretation:

These instructions to Tenderers shall be read in conjunction with the Standard General Conditions of Contract which are referred to herein and shall be subject to modifications, additions or suppression by Special Conditions of Contract and/ or special specifications, if any, annexed to the Tender Forms.

2. Definitions:

- 2.1 "RAILWAY" shall mean President of the Republic of India or on his behalf Dy. Chief Mechanical Engineer, Carriage & Wagon Repair Workshop, Pratapnagar or his nominated representative authorised to deal with the execution of this work.
- 2.2 "CHIEF WORKSHOP MANAGER (CWM)" shall mean the Chief Workshop Manager of Carriage & Wagon Repair Workshop, Pratapnagar, Western Railway. .
- 2.3 "ENGINEER" shall mean Dy. Chief Mechanical Engineer (Dy. CME), Carriage & Wagon Repair Workshop, Pratapnagar, Vadodara for work executed in Pratapnagar workshop.
- 2.4 "TENDERER" shall mean the Person/Firm/ Company from whom the offer is invited.
- 2.5 "CONTRACTOR" shall mean the Person/Firm/Company on whom the order for this work is placed and shall be deemed to include the contractor's successors (approved by the Railway administration) representative, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract.
- 2.6 "CONTRACT" shall mean and include the Notice inviting tender, Instructions of contract, Acceptance of tender, SGCC, Special Conditions of contract, Scope of work, Schedules & specifications and other specified terms and conditions acted upon by the contractor and a formal agreement, if executed.
- 2.7 "SPECIFICATION" shall mean specification for the materials and works, issued under the authority of Chief Workshop Manager, Western Railway, Pratapnagar, Vadodara or as amplified, added to, or suppressed by special specifications if any, appended to the tender form.
- 2.8 "SCOPE & SCHEDULE OF WORK" shall mean the Scope of work, Schedules, plans and specifications pertaining to the work given by the Engineer or Engineer's representative for the guidance of contractor.
- 2.9 "EQUIPMENT" means the material/part/component/tools proposed to be used during the contract. It shall also include spare parts for the purpose. (Railway administration will not provide tools & consumables).
- 2.10 "ENGINEER'S REPRESENTATIVE" or "CONSIGNEE" shall mean the Senior Section Engineer (SSE) authorized by the Engineer to monitor, supervise and maintain records of the work for Railways.
- 2.11 "INSPECTING AUTHORITY" means the Engineer or Engineer's Representative or an authorized firm or department nominated by Railway administration to inspect the work on its behalf.
- 2.12 "SITE" refers to any location designated inside the C&W Repair Workshop, Pratapnagar, Vadodara- 390004 (Gujarat) for the said work.
- 2.13 "LIMITED TENDERS" shall mean tenders invited from all or some contractors on the approved or select list of contractors with the Railway.
- 2.14 "OPEN TENDER" shall mean tenders invited in open and public manner and with adequate notice.
- 2.15 "WORKS" shall mean the works contemplated in the drawings and schedules set forth in the tender forms and description of contract and required to be executed according to specifications.

3. Tender Form: e-Tender Forms shall be issued free of cost to all tenderers.

4. Omissions & Discrepancies: Should a tenderer find discrepancies in or omissions from the drawings or any of the Tender Forms or should he be in doubt as to their meaning, he should at once notify the authority inviting tenders. The tender inviting authority may, if deemed necessary, clarify the same to all tenderers. It shall be understood that every endeavour has been made to avoid any error which can materially affect the basis of tender and successful tenderer shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

5. Bid Security / Earnest Money Deposit: –

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

| Value of the work | Bid security |
|-------------------|---------------------------------------|
| For all works | 2% of the estimated cost of the work. |

Note: -

- (i) The Bid Security shall be rounded off to the nearest ₹ 100. This Bid Security shall be applicable for all modes of tendering.
 - (ii) Any firm recognized by Department of Industrial Policy and Promotion (DIPP) as 'Startups' shall be exempted from payment of Bid Security detailed above.
 - (iii) Labour Cooperative Societies shall deposit only 50% of above detailed above.
- 5.2** It shall be understood that the tender documents have been issued to the tenderer and the tenderer is permitted to tender in consideration of the stipulation on his part that after submitting his tender, he will not resile from his offer or modify the terms and conditions thereof in a manner not acceptable to Engineer. Should the tenderer fail to observe or comply with said stipulation, the aforesaid amount shall be liable to be forfeited to the Railway.
- 5.3** If his tender is accepted this Bid Security mentioned in para (3.1) 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.
- 5.4** The Bid Security shall be deposited either in cash through e-payment gateway or submitted as Bank Guarantee bond from a scheduled commercial bank of India or as mentioned in tender documents. The Bank Guarantee bond shall be as per **Annexure-VIA** of GCC, April-2022 and shall be valid for a period of 90 days beyond the bid validity period.
- 5.5** In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards full Security Deposit, the Railway shall return the Bid Security so retained to the Contractor.

6. Care in Submission of Tenders:

- (a)(i) Before submitting a tender, the tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be encountered during the execution of the works are taken into account and that the rates he enters in the tender forms are adequate and all inclusive to accord with the provisions in Clause-37 of the Standard General Conditions of Contract for the completion of works to the entire satisfaction of the Engineer.
- (a)(ii) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017(CGST)/ Integrated Goods and Services Tax Act, 2017(IGST)/ Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt.& as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (a)(iii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the Contractor. The Contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (a)(iv) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/ SGST Act, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority.

- 6.1** 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-I. In addition to Annexure – I, in case of other than Company/Proprietary firm, Annexure – I (A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be. **Non-submission of above certificate(s) by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the

tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

7. Before submitting the offer, it is advised to read complete tender document carefully including instructions to Tenderers, Indian Railways Standard General Conditions of Contract, Special Conditions & Specifications of Contract etc. as available on the web site: www.ireps.gov.in
8. Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the tender documents as well as schedule of tender consisting of Standard General Conditions of Contract, Special Conditions, Schedule, Scope, & Specifications of Contract and Schedule of Quantity & rates.
9. **Important Notes:**
 - 9.1 The cost of Tender document will not be applicable for this work.
 - 9.2 The prospective tenderers are advised to visit the IREPS website frequently before the date of closing of tender to note any changes/corrigenda issued for this tender.
 - 9.3 No Manual Offers sent by Post/FAX or in person shall be accepted against such e-tenders, even if these are submitted on the firm's letter head and received in time. The manual offer uploaded as attached document shall also not be considered. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.
 - 9.4 E-Tender is not transferable and the same is to be submitted with digital signature by the preauthorized personnel of the tenderer, already registered with the site.
 - 9.5 If the required information asked for in the tender document is not furnished, the tender will be otherwise treated incomplete and hence will not be considered.
 - 9.6 The On-line bidding doesn't permit submission of offer after stipulated date and time of the e-tender. Hence there is no scope for late/delayed tenders.

TENDER FORM - FIRST SHEET**Tender No. – M137_MECH_PRTN_TEND_26_4R Dated 09-06-2026.****Name of Work:** Work of drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar workshop, Western Railway.

To,

The President of India**Acting through the Dy. Chief Mechanical Engineer,
Western Railway, Pratapnagar, Vadodara – 390004**

1. I/We _____ have read the various conditions to tender attached hereto and hereby agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 60 days from the date fixed for closing the same and in default thereof, I/we will be liable for forfeiture of my/our "Bid Security". We offer to do the work of **"Work of drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar workshop, Western Railway"** for Western Railway, Pratapnagar, Vadodara – 390004 at the rates quoted in the attached bill of quantities and hereby bind myself/ourselves to complete the work in all respect within 18 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, Schedule of Rates (SOR) with all correction slips up-to-date for the present contract.
3. A "Bid Security" of ₹ _____ has already been deposited online / submitted as Bank Guarantee bond. Full value of the Bid Security shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:
 - (a) I/We do not submit the Performance Guarantee within the time specified in the Tender document;
 - (b) I/We do not execute the contract documents within seven days after receipt of notice issued by the Railway that such documents are ready; and
 - (c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. 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 modification as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

Signature of Witness

(1) _____

(2) _____

Signature of Tenderer(s)

Name _____

Date _____

Tenderer/s address:

TENDER FORM –SECOND SHEET

1. **Instructions To Tenderer and Conditions of Tender:** The following documents form part of Tender: -
 - (a) Tender forms –First sheet, Second sheet
 - (b) Scope of work, Special Conditions/ Specifications (enclosed)
 - (C) Bill(s) of quantities (enclosed)
 - (d) Standard General Conditions of Contract and Standard Specifications (Works and Materials) of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen on in the office of the Chief Workshop Manager, Carriage & Wagon Repair Workshop Pratapnagar, Western Railway or obtained from the office of the Chief Engineer, Western Railway on payment of prescribed charges.
 - (e) Standard Schedule of Rates (SSOR) as amended / corrected upto latest correction slips, copies of which can be seen in the office of the Chief Workshop Manager, Carriage & Wagon Repair Workshop, Pratapnagar, Western Railway or obtained from Railway e-tender website www.ireps.gov.in on payment of prescribed charges.
 - (f) All general and detailed drawings pertaining to this work which will be issued by the Engineer or his representatives (from time to time) with all changes and modifications.
2. **Drawings for the Work:** The drawing for the work can be seen in the office of the chief workshop manager, Pratapnagar workshop, Western Railway at any time during the office hours. The drawings are only for the guidance of tenderer(s). Detailed working drawings (if required) based generally on drawing mentioned above, will be given by the engineer or his representative from time to time.
3. The Tenderer(s) shall quote his / their rates as a percentage above or below the Standard Schedule of Rates (SSOR) of Western Railway as applicable to Pratapnagar workshop except where he/they are required to quote item rates and must tender for all the items shown in the Bill(s) of Quantities attached. The quantities shown in the attached Bill(s) of Quantities are given as a guide and are approximate only and are subject to variation according to the needs of the Railway. The Railway does not guarantee work under each item of the Bill(s) of Quantities. The tenderer(s) shall quote rates / rebates only at specified place in Tender Form supplied by Railway. Any revision of rates / rebates submitted (quoted) through a separate letter whether enclosed with the bid (Tender Form) or submitted separately or mentioned elsewhere in the document other than specified place shall be summarily ignored and will not be considered.
4. Tenders containing erasures and / or alterations of tender documents are liable to be rejected. Any correction made by tender(s) in his/their entries must be attested by him / them.
5. The works are required to be completed within a period of 18 months from the date of issue of acceptance letter.
6. **Bid Security:**
 - (a) Subject to exemptions provided under para 5 (1)(a) of “Instructions of Tenderers” (ITT) of this document, the tender must be accompanied by a Bid Security as mentioned in tender documents, **failing which the tender shall be summarily rejected.**
 - (b) The Tenderer(s) shall keep the offer open for a minimum period of 60 days 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 Western Railway. Should the tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or Bank guarantee bond submitted as Bid Security for the due performance of the above stipulation, shall be forfeited to the Railway.
 - (c) If his tender is accepted,
 - (i) the Bid Security mentioned in sub para (a) above deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;
 - (ii) the Bid Security mentioned in sub para (a) above submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfillment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

7. **Rights of the Railway to deal with Tender:** The authority for the acceptance of the tender will rest with the Railway. It shall not be obligatory on the said authority to accept the lowest tender or any other tender, and tenderer(s) shall neither demand any explanation for the cause of rejection of his/ their tender nor the Railway to assign reasons for declining to consider or reject any particular tender or tenders.
8. If the tenderer(s) deliberately gives / give wrong information in his / their tender or creates / create circumstances for the acceptance of his / their tender, the Railway reserves the right to reject such tender at any stage.
9. If any partner(s) of a partnership firm expires after the submission of its tender or after the acceptance of its tender, the Railway shall deem such tender as cancelled/contract as terminated under clause 61 of the Standard General Conditions of Contract, unless the firm retains its character as per partnership agreement. If a sole proprietor expires after the submission of tender or after the acceptance of tender, the Railway shall deem such tender as cancelled / contract as terminated under clause 61 of the Standard General Conditions of Contract.
10. **ELIGIBILITY CRITERIA:** Not applicable for this tender.
(Eligibility Criteria is applicable for tenders having advertised value above Rs. 50 Lakh).
11. **TENDERER CREDENTIALS:** - Documents testifying tenderers' previous experience and financial status should be produced alongwith the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of Western Railway shall submit alongwith his / their tender:
 - 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-I. In addition to Annexure – I, in case of other than Company/Proprietary firm, Annexure – I (A) shall also be submitted by each member of a Partnership Firm / Joint Venture (JV) / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. as the case may be.
 - b) Details of work on hand. (**Annexure – II**)
 - c) 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.
 - (i) In case of any information submitted by tenderer is found to be false, forged or incorrect at any stage during the process for evaluation of tender, full amount of Bid Security submitted by the tenderer shall be forfeit and tenderer shall be banned for participation in this particular tender for a period of five years.
 - (ii) 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 and 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 firm shall be banned for a period of up to five years.
12. **Non-compliance with any of the conditions set forth therein above is liable to result in the tender being summarily rejected.**
13. **EXECUTION OF CONTRACT DOCUMENTS:** - The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Chief Workshop Manager, Western Railway, Pratapnagar for carrying out the work according to Standard General conditions of Contract, Special conditions/Specifications annexed to the tender and standard Specifications (Works and materials) of Railway as amended / corrected up to latest correction slips, mentioned in Tender Form (First Sheet).

14. Documents to be submitted Along with Tender: -

- (i) The tenderer shall clearly specify whether the tender is submitted on his own (Proprietary Firm) or on behalf of a Partnership Firm / Company / Joint Venture (JV) / Registered Society / Registered Trust / Hindu Undivided Family (HUF) / Limited Liability Partnership (LLP) etc. The tenderer(s) shall enclose the attested copies of the constitution of their concern, and copy of PAN Card along with their tender. Tender Documents in such cases are to be signed by such persons as may be legally competent to sign them on behalf of the Firm, Company, Association, Trust or Society, as the case may be.
- (ii) **Following documents shall be submitted by the tenderer :-**
 - (a) **Sole Proprietorship Firm:**
 - (i) All documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (b) **HUF:**
 - (i) A copy of notarized affidavit on Stamp Paper declaring that he who is submitting the tender on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - (ii) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
 - (c) **Partnership Firm:** The tenderer shall submit
 - (i) A copy of Partnership Deed, and
 - (ii) A copy of Power of Attorney (duly registered as per prevailing law) in favour of an individual to sign the tender documents and create liability against the Firm.
 - (d) **Joint Venture (JV):** All documents as mentioned in Para 17 of the Tender Form (Second Sheet) of GCC, April – 2022. (Not allowed to participate in tender)
 - (e) **Company registered under Companies Act-2013:**
 - (i) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company.
 - (ii) A copy of Certificate of Incorporation.
 - (iii) A copy of Authorization/Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company.
 - (iv) All other documents in terms Para 10 of the Tender Form (Second Sheet) above.
 - (f) **LLP (Limited Liability Partnership):**
 - (i) A copy of LLP Agreement.
 - (ii) A copy of Certificate of Incorporation.
 - (iii) A copy of Power of Attorney/Authorization issued by the LLP in favour of the individual to sign the tender on behalf of the LLP and create liability against the LLP.
 - (iv) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation intenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Concealment /wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet).
 - (g) **Registered Society & Registered Trust:**
 - (i) A copy of Certificate of Registration.
 - (ii) A copy of Memorandum of Association of Society/Trust Deed.
 - (iii) A copy of Power of Attorney in favour of the individual to sign the tender documents and create liability against the Society/Trust.
 - (iv) A copy of Rules & Regulations of the Society.
 - (v) All other documents in terms of Para 10 of the Tender Form (Second Sheet) above.
- (iii) If it is NOT mentioned in the submitted tender that tender is being submitted on behalf of a Sole Proprietorship firm / Partnership firm / Joint Venture / Registered Company etc., then the tender shall be treated as having been submitted by the individual who has signed the tender.

- (iv) After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society /HUF/LLP etc. shall be neither asked nor considered, if submitted. Further, no suo moto cognizance of any document available in public domain (i.e., on internet etc.) or in Railway's record/office files etc. will be taken for consideration of the tender, if no such mention is available in tender offer submitted.
15. 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.

16. EMPLOYMENT/ PARTNERSHIP, ETC OF RETIRED RAILWAY EMPLOYEES :-

a. Should a tenderer

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

AND

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

THEN

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

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

- tenderer and in case he had retired from service within a year then he possesses the requisite permission from the President of India or any officer, duly authorized by him in this behalf, to get associated with the tenderer.
- c. Should a tenderer or Contractor being an individual, have member(s) of his family or in the case of partnership firm/ company / joint venture (JV) / registered society / registered trust etc. one or more of his partner(s)/shareholder(s) or member(s) of the family of partner(s)/shareholder(s) having share of more than 1% in the tendering entity employed in Gazetted capacity in the Engineering or any other department of the railway, then the tenderer at the time of submission of tender, will inform the authority inviting tenders the details of such persons.

TENDER FORM – THIRD SHEET

Name of Work: Work of drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar workshop, Western Railway.

BILL OF QUANTITIES

| S. No. | Description | Quantity | Unit | Unit Rate (Rs.) | Total Cost (Rs.) |
|--------|--|--|--------|-----------------|-------------------|
| NS-1 | Work of drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar workshop, Western Railway. | | | | |
| 1. | Work of drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar workshop, Western Railway. | 12000 | Number | 150.00 | 1800000.00 |
| 2. | 18 % GST on above total amount | Lumpsum | | | 324000.00 |
| | Total Estimated cost of work (Rs.) | | | | 2124000.00 |
| | Total Estimated cost (in words) | Rupees Twenty-One Lakh And Twenty-Four Thousand Only. | | | |

I/We undertake to do the work at _____ % above/below the Standard Schedule of Rates (SSOR) of the _____ Railway as applicable to _____ Division or at the rates quoted above for each item. **(Rates must be quoted online on IREPS only)**

Note: -

1. The estimated rates are based on the details mentioned in the enclosed scope of work and relevant para of special conditions & specifications.
2. The rates quoted by the Tenderer / Bidder will be firm and inclusive of Labour cost, cost of M&Ps and T&Ps, cost of PPEs, transportation charges, all taxes (including 18% GST), and any other expenditure required necessary during successful execution of work.
3. Bidder should clearly indicate whether his / their offer is BELOW / AT PAR / ABOVE the advertised value of tender.
4. The quantities shown in above Bill of Quantities are approximate and are as a guide to give the tenderer(s) an idea of quantum of work involved.
5. Railway reserves the right to increase/decrease and/or delete or include any of the quantities given above and no extra rate will be allowed on this account.

Scope of Work and Procedures

Name of work: - Work of Drilling & installation of RFID tags on sole bar of BG wagons at Pratapnagar Workshop, Western Railway.

1. RFID Tags to be fixed on both right and left side on Sole Bar of wagons as per RDSO's marking diagram.
2. The contractor shall depute skilled manpower having sufficient knowledge of RFID system for fixing of the RFID tags.
3. **Step-1: Mark the location for Tag**
 - i) Investigate location as per RDSO drawing. RFID tags will always be fitted on the left half of sole bar on each side of wagon (diagonally located).
 - ii) Mark the identified location after taking measurements as per RDSO drawings. Make sure that surface is smooth, clean & free from any dust & debris.
4. **Step-2: Drill the holes for tag**
 - i) The RFID tags shall be fixed at the pre-drilled holes available or at the locations as given in RDSO drawings in the sole bar of allotted wagons using pop rivets at the rate of 02 Nos. per Tag. If pre-drilled holes are not available in the Sole bar of the allotted wagons, holes for fixing RFID Tags shall be done by the contractor at locations shown in the drawing.
 - ii) Instructions for usage of Drill Machine
 - Use center punch or indentation tool to prevent bit from slipping. Use coolant/lubricant while drilling to reduce friction and prevent overheating.
 - Hold the drill straight and firmly to maintain the angle and position of drill machine, otherwise the rivet may not fit properly. Allow cooling period between operations to prevent overheating.
5. **Step-3: Fitment of RFID Tag using Rivet**
 - i) Fit both rivets together in RFID tag & align the tag in drilled holes. Using Rivet gun, fix both rivets one by one.
6. **Important Terms & Conditions:** -
 - i) The contractor shall collect RFID tags that are to be fixed from nominated consignee or nominated Railway Supervisor on daily basis. The receipt of RFID tags should be acknowledged.
 - ii) The RFID tags shall be fixed on the wagons at locations as shown in the respective reference drawings of the wagons allotted.
7. **Schedule of Work:** Approximate 24-30 RFID tags (For 12 to 15 Wagons) will be required to fit per day. However quantity of RFID tags may be increase/decrease as per arising of wagons. The list of wagons scheduled for work will be provided daily to the contractor's representative by the Railway's nominated supervisor (i.e. consignee or nominated railway representative). The contractor must ensure that all assigned work is completed in the specified wagons by 17:00 hours or prior to the wagons being placed on final offer by NTXR, whichever occurs earlier.
8. **SCOPE OF SUPPLY - RAILWAY:** -
 - i) RFID tags will be provided by Railways.
 - ii) Compressed Air & Electricity shall be provided by the Railway free of cost.
 - iii) Suitable storage space (with provision of locking) shall be provided by Railway on availability basis for keeping the equipment issued to the contractor.
9. **SCOPE OF SUPPLY - CONTRACTOR:** -
 - i) Riveting Tools (Rivet Gun & Rivets) and Drilling Machine will be brought by contractor.
 - ii) Work will be carried out in all offered wagons for the day as per offer memo given to contractor. Contractor need to carry out work as per scope of work.
 - iii) All required hand tools & plants for work along with coolant if required any will be arranged by contractor on his own expenses.

- iv) All required PPEs and accessories of workers such as helmets, hand gloves, goggles, safety shoes etc. including uniform & ID Cards for his staff will be arranged by contractor on his own expenses. Contractor will not be allowed to claim any additional payment on this behalf. Other necessary small tools if required any are to be arranged by the Contractor.

FORMAT FOR OFFER-MEMO FOR WORK

Offer Memo No. _____

Date of Offering: _____

To,
M/s. _____

Sub: - Offer of _____

Ref: - Letter of Acceptance No. _____ Dated _____

| S. No. | Wagon Type | Wagon No. | Owning Railway | Remarks, if any |
|--------|------------|-----------|----------------|-----------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |

SSE (In-charge)/Wagon Bogie Shop/PRTN

Received by - Contractor's Representative

GENERAL CONDITIONS OF CONTRACT

1. **CONDITIONS GOVERNING THE CONTRACT:** - The work under the contract will be governed by Indian Railway Standard General Conditions of Contract April-2022 issued by Railway Board, Ministry of Railways, with up-to-date correction slips on or before the date of closing of tender, unless otherwise mentioned in this tender document. The Indian Railway Standard General Conditions of Contract, April-2022 is available on the Indian Railway Website (www.indianrailways.gov.in)
 - (b) The contract shall be governed by the law for the time being and amended from time to time being in Force in the Republic of India.
 - (c) The successful tenderer has to obtain Labour License from the concerned authority for the staff engaged by him to carry out the subject work.
 - (d) If any point of time if the administration feels that the contractual services are not being maintained as per the standards, administration has got full liberty to cancel / terminate the contract as per provision of Standard General Conditions of Contract, April-2022.
2. Where there is any conflict between these Special Terms and conditions of contract on one hand and Standard General Conditions of Contract of Indian Railways on the other hand, the former shall prevail.
3. **RAILWAY ADMINISTRATION RESERVES THE RIGHTS**
The Railway Administration reserves the right to change or amend the drawings as and when necessary at any stage of the work and no claim of any kind what so ever will be entertained by the Railway. In case, the execution of any item of the work is held up for want of approved design or late supply of such material as are to be arranged by the Railway then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor for damaged or compensation therefore but in any such case, the Railway, may grant such extension of the completion date as may be considered reasonable.
4. **NEGOTIATION:** - Tenderer shall not increase his/their quoted rates in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and the rates, quoted will be binding on the tenderer.
5. Only those offers shall qualify for consideration of financial bid, where the Technical qualifications have been accepted and have met all the Qualifying criteria of the Tender.
6. **SECURITY DEPOSIT –**
 - a. The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the contractor with this 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.

- b. **Refund of Security Deposit:** - As per Clause 16 (2) (i), Part - II of Indian Railways Standard General Conditions of Contract, April – 2022 or latest.
- c. **Forfeiture of Security Deposit:** - As per Clause 16 (2) (ii), Part – II of Indian Railways Standard General Conditions of Contract, April – 2022 or latest.
- d. 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) will be payable with interest accrued thereon.

7. **PERFORMANCE GUARANTEE** (*Railway Board letter No. 2007/CE-I/CT/18 Pt. XII dated 31.12.2010*)

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 case, 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 PG amount. In case, a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect. The failed contractor shall be debarred from participating in re-tender for that work.

- b. The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and ***Additional Performance Guarantee as mentioned below at Para h** in any of the following forms: -
 - i. A deposit of Cash
 - ii. Irrevocable Bank Guarantee
 - iii. Government Securities including State Loan Bonds at 5% below the market value
 - iv. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Performance Guarantee could be either of the State Bank of India or of any of the Nationalized Banks
 - v. Guarantee Bonds executed or Deposits Receipts tendered by all Scheduled Banks
 - vi. A deposit in the Post Office Saving Bank
 - vii. A 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.
 - xii. Also, FDR in favour of Assistant Financial Adviser (W&S), Pratapnagar (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 period of work plus 60 days.
- d. The value of PG to be submitted by the contractor is based on original contract value and shall not change due to subsequent variation (s) in the original contract value.

- e. The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the contractor has completed the work in all respects satisfactorily.
- f. Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- g. The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - i. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.
 - ii. Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.
 - iii. The Contract being determined or rescinded under clause 62 of these conditions.
- h. **If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:**

| Bid quoted in % of advertised cost | Additional Performance Guarantee |
|------------------------------------|----------------------------------|
| Below 0 – 5 % (Inclusive) | Nil |
| Below 5 % | 5 % |

***Ref: - Railway Boards' letter no. 2022/CE-I/CT/GCC-2022/POLICY/Pt. I (E-3320424) Dated 13-03-2026 (Advance Correction Slip No. – 11)**

8. VARIATIONS IN EXTENT OF CONTRACT:

- A. Modification to Contract to be in Writing:** In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.
- B. Powers of Modification to Contract:** The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.
 - (i) Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each individual item of the contract would be upto 25% of the quantity originally contracted, except in case of foundation work. However, the rates for the increased quantities shall be as per sub-para below:-
 - (ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.
 - (iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates
 - (a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

- (b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;
- (c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.
- (d) Variation to quantities of Minor Value Item: limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1 % of the total original agreement value.
 - (i) Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;
 - (ii) Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;
 - (iii) Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

9. **PRICE VARIATION CLAUSE (PVC): - Not applicable for this work.**

10. **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 any manner whatsoever without the special permission in writing of the Engineer and as per procedure mentioned in Railway Board's L. no. 2020/CE-I/CT/3E/GCC/POLICY dated 08-07-2021. Any breach of this condition shall entitle the Railway to rescind the contract under Clause 62 of Indian Railways Standard General Conditions of Contract, April – 2022 or latest.

11. **SETTLEMENT OF DISPUTES: -** It shall be dealt as per Para 63 & 64 of Standard General Condition of Contract–Part-II, April-2022.

12. **DETERMINATION OF CONTRACT: -** It shall be dealt as per Para 61 and 62 of Standard General Condition of Contract (GCC)–Part-II, April-2022.

13. **MAINTENANCE PERIOD: -** The contractor has to provide warranty of 12 months (Maintenance period) for satisfactory completion of work from the date of completion of work by contractor. The contractor shall be liable for payment to railway any sum arising due to such defects during the Warranty/Maintenance period. This will not include any external damage caused to wagons during improper handling by siding or any agency.

14. **FORCE MAJEURE CLAUSE: -** If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract or 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.

15. **EXTENSION OF TIME IN CONTRACTS:** - As per Clause 17A and 17B of Indian Railways Standard General Conditions of Contract – Part – II, April – 2022 with correction slips.
16. **BONUS FOR EARLY COMPLETION OF WORK:** - Not applicable for this work. (Only applicable for tenders having value more than Rs. 50 Crore and original period of completion 12 months or more. [Ref: - Clause 17 of Indian Railways Standard General Conditions of Contract – Part – II, April – 2022])
17. **NO COMPENSATION PAYABLE:**
The quantities proposed for outsourcing work are approximate and may vary at the time of execution. In the event of non-offering of wagons to the contractor due to unforeseen circumstances beyond the control of Railways, no compensation shall be payable on account of idling of the infrastructure/ labour of the Contractor.
18. **SAFETY OF LABOUR AT WORKPLACE:**
Contractor is fully responsible for the safety of his labours while working inside the workshop premises during the execution of work. Contractor shall take all safety precautions to ensure personnel and workplace safety and must adhere to all safety instructions issued by Railways time to time.
19. **ISSUE OF IDENTITY CARDS TO STAFF:**
19.1 Contractor shall issue ID cards to all his deployed staff. All the deployed staff should wear ID card while on work inside the Workshop premises.

Proforma for Identity Card:-

| | |
|-----------------------------|--------------------------------|
| 1. Name of Contract Worker: | Space for photo |
| 2. Date of Birth and Age: | |
| 3. Sex: | |
| 4. Residential Address: | |
| 5. Contact Number: | |
| 6. Contractor Name: | |
| 7. LOA No: | |
| Signature of Contractor | Signature of Railway Authority |

- 19.2 The same should be returned back to Railway on completion of the work. 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. If any staff leaves, his Identity Card shall be submitted to the Consignee.
20. **MEDICAL FACILITIES AT SITE:**
The Contractor shall provide First Aid facilities at the site as may be prescribed by Railways' authority.
21. **ACCOMMODATIONS AND RAILWAY PASSES:**
No accommodations shall be given by Railway to contractor(s) and/or his staff/supervisors for the purpose of stay. Also, no Railway pass shall be given to them.
22. **NON-EMPLOYMENT OF LABOURERS BELOW THE AGE OF 18:**
The Contractor shall not employ children below the age of 18 as labourers directly or through petty Contractors or sub-contractors for the execution of work.
23. It should ensure compliance of safety procedures in working to prevent personal injury and loss of Railway property.

24. The work shall be carried out without affecting the regular out-turn of workshop & in consultation with consignee or his nominated supervisor.
25. **TERMINATION OF CONTRACT:** -
If the contractor fails or neglects or refuses to observe/perform the terms and conditions/obligations under this contract, Dy. CME/PRTN/WR may without prejudice to any other rights terminate the contract by giving 7 days' notice in writing and recover from the contractor any loss or damages suffered on account of failure, neglect, refusal, violation or breach of terms and conditions of contract.
26. **COMPLIANCE OF LABOUR LAW PROVISIONS:** -
The successful tenderer shall comply the Labour law provisions for Employees and contract workers as per Railway Board's letter no. 2026/E (LL)/AT/CNR/5 Dated 11-05-2026 or any other instructions issued by Railway Board time to time.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. **Engineer In-charge**: - Dy. Chief Mechanical Engineer/Pratapnagar, Western Railway.
2. **Engineer's Representative**: - Assistant Workshop Manager/PRTN. Engineer's representative shall also carry out 20 % test check of work.
3. **Consignee for work**: - SSE (In-charge)/Wagon Bogie Shop/PRTN will be the consignee for this work.
4. **Place of work**: - This work shall be executed in the premises of Pratapnagar workshop.
5. **Commencement of work**: - The work shall be commenced as per the date mentioned in Letter of Acceptance. However, early commencement of work will be highly appreciated, for which no extra reward will be given.
6. **Monitoring of work**: - Work shall be monitored by SSE/Wagon Bogie shop or his nominated supervisor.
7. **Working hours**: The contractor should collect and handover the materials during day-shift working hours from 08:00 Hrs. to 17:00 Hrs. on working days from Monday to Saturday as per the instructions of the Engineer or his representative.
8. Boarding, Lodging, Transportation, Medical Facilities and all other incidental expenses to be incurred for Firm's staff to carry out works shall be borne by the contractor.
9. The quantities proposed for work are approximate and may vary at the time of execution.
10. Damage/Losses to Railways on account of bad workmanship: - Contractor has to bear the loss incurred to Railways on account of bad workmanship or damages to Railway material/ equipment/premises on account of negligence of Contractor.
11. The contractor/ his representative have to follow all the General rules of the workshop during the course of execution of work and they will be responsible for their own safety for all the purpose.
12. Contractor should ensure that during his work execution, there should not be any obstruction affecting Railway work and safety of Railway staff.
13. The contractor shall ensure that all employees / persons engaged / authorized by him for carrying out the work, behave properly with Railway Officers and staff. In the event of any misbehavior reported by the officers concerned of Railway, any action suitable may be taken by Engineer-In-Charge.
14. The contractor shall be responsible for the safety of Railway machines during the working. If any of the plants/machine or components will be broken or damaged during execution of work on contractor's account, the repair cost or procurement of new components would be charge on the contractor.
15. **Record Keeping**: All the records for work execution shall be maintained by Consignee. The Engineer-in-charge or his Representative shall have access to this information at all times.
16. **PAYMENT TERMS:-**
 - 16.1 No advance payment will be made to the contractor.
 - 16.2 On-account payment will be made for actual quantity of work done duly certified by the consignee and Executive officer.
 - 16.3 Payments will not be made for items of work/quantities /components not attended or not done by the contractor.
 - 16.4 The bills should be submitted to consignee, who will certify the work mentioned in the bill and after that bills as well as Measurement Book should be countersigned by the controlling officer.
 - 16.5 Payment will be made after deduction of penalties (if any), taxes & duties, Cess & Drinking water charges as applicable and necessary taxes and other dues as per applicable rules.
 - 16.6 **Income Tax**: - Railway shall be entitled to deduct Income Tax @ 2% and surcharge on the income tax as applicable from time to time as per applicable rules.
 - 16.7 Documents to accompany along with the Bill:
 - Contractor's Tax Invoice.
 - Bill in Contractual Format (in duplicate)
 - MANDATE Form duly filled, signed and stamped with copy of cancelled cheque, PAN and GSTIN registration.
 - Measurement Book duly filled signed & stamped by Contractor's representative, respective consignee and checked by the Engineer.
 - 16.8 Bill passing officer – Dy. CME/PRTN or his nominated representative.
 - 16.9 Bill paying officer – Assistant Financial Advisor (W&S)/Pratapnagar, Western Railway.
 - 16.10 GSTIN for Western Railway (Gujarat) is **24AAAGM0289C1ZP**.

17. Penalty Clause:

- 17.1 **Penalty for non-commencing of work:** If contractor fails to start the work as per the date mentioned in Letter of Acceptance, then action shall be taken as per GCC, April-2022. Also, suitable penalty shall be imposed as decided by Competent Authority.
- 17.2 **Penalty for delay in work:** If contractor fails to complete the assigned work in cycle time of 01 working day, then penalty of Rs. 200/- (Rupees Two Hundred Only) per day per wagon shall be imposed.
- 17.3 **Penalty for bad workmanship or poor quality of work:** - Rs. 200 (Rupees Two Hundred Only) per wagon.
- 17.4 **Penalty for damage to material/Railway property:** If any material mishandling or damage to Railway property found, then the amount shall be recovered from the contractor as per the latest PO rate available for damaged material.
- 17.5 **Penalty by Gazetted Officer:** If any un-satisfactory work is found by any Gazetted Railway officer during his inspection, a penalty @ Rs. 500/- (Rupees Five Hundred Only) per occasion shall be imposed.
- 17.6 No penalty shall be imposed for delay on accounts of Railways for commencing the work or due to non-availability of workload.
- 17.7 However, if the delay is on account of unavoidable circumstances beyond the control of the contractor, he may apply to the Engineer for wavier in writing, which will be considered on merit of the case.
18. Railway administration reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
19. **Inspection of work:** -
- 19.1 Inspection shall be done by SSE/Inspection/PRTN.
- 19.2 The Engineer or his representative should have free access at any time to check the progress and quality of work.
- 19.3 Any defect found or rework advised by the consignee or SSE/Inspection to be rectified by the contractor, for which no extra payment will be made to the contractor.
20. **Warranty / Maintenance period:** - The warranty period shall be 12 months from the date of completion of work.
21. The contractor should ensure that the worksite is kept free of scraps and litters to enable proper safety and inspection of work. It should ensure compliance of safety procedures in working to prevent personal injury and loss of Railway property.
22. Bidders cannot make any claim against Railway administration towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
23. If any Special Terms and conditions are quoted by the Tenderer in tender form, the Railways Administration is not bound to consider the same.

Annexure – I
(ANNEXURE – V, Part-I of GCC)

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

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

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

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

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

SEAL AND SIGNATURE OF THE TENDERER

Place:

Date:

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

Note: - This certificate is to be given by each member of JV or partners of Partnership firm / LLP / etc.

Annexure - I-A
(ANNEXURE - V (A), Part-I of GCC)

(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 _____ (tendering firm) hereby solemnly affirm and state as under:

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

SEAL AND SIGNATURE
OF THE CONSTITUENT FIRM / CONSTITUENT PARTNER

Place:

Date:

Annexure - II**DETAILS OF WORKS ON HAND**

| S. N. | Name of work | Name of organization for which being executed and contract awarding authority | Contract Agreement No. and Date of award | Contract value (in Rs.) | Bill amount paid so far (in Rs.) | Due date of Completion as per Agreement | %age completion of work till date |
|-------|--------------|---|--|-------------------------|----------------------------------|---|-----------------------------------|
| 01 | 02 | 03 | 04 | 05 | 06 | 07 | 08 |
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SEAL & SIGNATURE OF THE TENDERER

Note: -

- (1) Details of work on Hand as per above format duly signed and stamped by the Tenderer shall be enclosed.
- (2) Please attach the copy of the attested certificates from authorities who awarded the work stating full description of the work.
- (3) Certificates for work executed for private firm / individuals / organizations shall not be considered.

ANNEXURE-III**ACCEPTANCE/ DEVIATION SCHEDULE**

| Clause/ Para of tender document | Brief Description of clause | Accepted (Yes / No) | If No (list the deviation) |
|---------------------------------|-----------------------------|---------------------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Note: If **no deviation**, then write **NIL**. (Do not keep this page as blank)

(Tenderer may add more sheets, duly signed on each page, if space above is not adequate.)

I / We accept all General and special conditions of contract as specified in tender documents including corrigendum, if any except deviation as specified.

SEAL & SIGNATURE OF THE BIDDER

ANNEXURE-IV**CHECK-LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER**

| S. No. | Description of documents | Yes | No |
|---------------|--|------------|-----------|
| 1. | ANNEXURE – I & I-A: FORMAT FOR CERTIFICATE TO BE SUBMITTED / UPLOADED BY TENDERER ALONG WITH THE TENDER DOCUMENTS. | | |
| 2. | Copy of GST Registration certificate | | |
| 3. | Copy of PAN Card | | |
| 4. | For Partnership Firms: - (a) Copy of Notarized Partnership Deed. (b) Copy of Power of Attorney | | |
| 5. | For Private Limited Company (a) The copies of MOA (Memorandum of Association) / AOA (Articles of Association) of the company. (b) A copy of Certificate of Incorporation. (c) 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. | | |

----- x----- End of Tender Documents ----- x-----