



# NORTH WESTERN RAILWAY

## TENDER DOCUMENT

(Conditions and Regulation of Tender and Schedule of Rates)

For

**SERVICING, REPAIRING AND TESTING OF VALVES OF DOME FITTING SETS OF TANK WAGONS, INSPECTED AND CERTIFIED BY THIRD PARTY WHICH IS APPROVED BY CCOE, NAGPUR FOR A PERIOD OF 02 YEARS (AS PER SCOPE OF WORK)**

**E-Tender No- 05-LWS-OPN-TWV-2026**

### IMPORTANT DATES

- Last Date of Submission-16<sup>th</sup> June 2026 up to 15.00 Hrs
- Date of Opening e-Tender- 16<sup>th</sup> June 2026 at 15.30 Hrs

Name of Tenderer-.....

Address- .....

### Tender Invitation

“The President of India acting through below issuing authority invites works e-tender for above specified work with following key Points.”

#### KEY POINTS

- Estimated Cost- **Rs. 1,08,41,978.88/- (Rupees One crore eight lakh forty-one thousand nine hundred seventy-eight rupees and eighty-eight paise only)**
- Period of Contract Work -**24 months** from date of LOA.
- Cost of Tender Form- **NIL (Zero)**
- EMD for Tender – **₹2,16,900/- (Rupees Two Lakh Sixteen Thousand Nine Hundred only)** (Only through net banking or payment gateway)
- Website for e-tendering process [www.ireps.gov.in](http://www.ireps.gov.in).
- This Tender Document in not transferrable and contains **41** Nos of pages.

### ISSUING AUTHORITY

DEPUTY CHIEF MECHANICAL ENGINEER (LOCO)  
DIESEL LOCO & WAGON WORKSHOP  
NEAR LAL PHATAK, AJMER (RAJ.)-305001

## INDEX

S. No.	Description	Page No.	
		From	To
1.	Tender Document –Top Sheets, Index	1	2
2.	Tender Form – First Sheet	3	4
3.	Tender Form – Second Sheet	5	22
4.	Scope of Work	23	26
5.	Special terms & Conditions of Contract	27	30
6.	Schedules of Rates	31	32
7.	List of Mandatory Documents	33	33
8.	Certificate Format (ANNEXURE-I)	34	34
9.	Certificate Format (ANNEXURE-II)	35	35
10.	Checklist for Bills (ANNEXURE-III)	36	36
11.	Bid Security Guarantee Bond Format (ANNEXURE-IV)	37	38
12.	Form-I	39	39
13.	Form-II	40	40
14.	Form-III	41	41

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**NORTH WESTERN RAILWAY****TENDER FORM (First Sheet)****Tender No:** 05-LWS-OPN-TWV-2026

**Name of Work-** Servicing, Repairing and Testing of Valves of Dome fitting sets of tank wagons, Inspected and Certified by third party which is approved by CCOE, Nagpur for a period of 02 Years (As per scope of work).

To  
The President of India,  
Acting through the  
Dy. Chief Mechanical Engineer (Loco)  
Diesel Loco and Wagon Work Shop  
Near Lal Pathak, Ajmer (RAJ) North Western Railway  
Sir,

1. I/ We \_\_\_\_\_ have read the various conditions to tender attached hereto hereby agree to abide by the said condition. I/ We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/ We will be liable for forfeiture of my/ our "Bid Security". I/ We offer to do **Servicing, Repairing and Testing of Valves of Dome fitting sets of tank wagons, Inspected and Certified by third party which is approved by CCOE, Nagpur for a period of 02 Years (As per scope of work)**, at the rates quoted in the attached bill(s) of quantities and hereby bind myself/ ourselves to complete the work in all respects within **24 months** from date of issue of letter of acceptance of the tender.
2. I/We also hereby agree to abide by the Indian Railways General Conditions of Contract, with all correction slips up-to-date and to carry out the work according to the Special Conditions of Contract and Specifications of materials and works as laid down by Railway in the annexed Special Conditions/Specifications, Standard Schedule of Rates (SSOR) with all correction slips up-to-date for the present contract.
3. A Bid Security of **2,16,900/- (Rupees Two Lakh Sixteen Thousand Nine 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.
  - c) I/We do not commence the work within fifteen days after receipt of orders to that effect.
4. I/We am/are a Start-up firm registered by ..... Department of Industrial Policy and Promotion (DIPP) and my registration number is ... ..... valid up to..... (Copy enclosed) and hence exempted from submission of Bid Security.
5. We are a Labour Cooperative Society and our Registration No. is ..... With .....and hence required to deposit only 50% of Bid Security.
6. Until formal agreement is prepared and executed, acceptance of this tender shall constitute

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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

Date: .....

Address of Tenderer:

.....

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**TENDER FORM (SECOND SHEET)**

1. **Instructions To Tenderer and Conditions of Tender:** The following documents form part of Tender / Contract:
  - (a) Tender forms (First sheet and second sheet)
  - (b) Scope of work
  - (c) Special conditions specifications (As enclosed)
  - (d) Bill of Quantities (As enclosed)
  - (e) Standard General Conditions of Contract of Indian Railway as amended/corrected up to latest Correction Slips, copies of which can be seen in the office **Dy. Chief Mechanical Engineer (Loco), Diesel Loco & Wagon Workshop Ajmer, North Western Railway.**
  - (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 drawings for the work can be seen in the office of Dy. CME (Loco), Ajmer, North Western Railways at any time during office hours. The drawings are only for the guidance of the tenderer(s). Detailed working drawing (if required) based generally on the drawings mentioned above, will be given by engineer or representative from time to time.
3. The Tenderer(s) shall quote his / their rates as percentage above or below the Schedule of Rates of Diesel Loco & Wagon Workshop, North Western Railway Ajmer except where he/they are required to quote item rates and must tender for all the items shown in the Bill of Quantities (Schedule of Rates) on IREPS website and as attached in this document. The quantities shown in the attached Bill 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 Bills of Quantities. The tenderer(s) shall quote rates/rebates on the IREPS website. 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 is required to be completed within a period of **24 Months (2 year)** from the date of issue of acceptance letter.
6. **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.
7. **BID SECURITY:**
  - (a) The tender must be accompanied by a sum of **₹2,16,900/- (Rupees Two Lakh Sixteen Thousand Nine Hundred)** as bid security deposited through e-payment gateway or

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submitted as bank guarantee bond from a scheduled commercial bank of India. ***If the tenderer fails to submit Bid security amount the offer is liable to be rejected.*** The bank guarantee bond shall be as per **Annexure-IV** and shall be valid for a period of 90 days beyond the bid validity period. In 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 within 5 working days of deadline 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 summarily 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 **Servicing, Repairing and Testing of Valves of Dome fitting sets of tank wagons, Inspected and Certified by third party which is approved by CCOE, Nagpur for a period of 02 years (As per scope of work)**” and shall be addressed to **Dy. Chief Mechanical Engineer (Loco), Diesel Loco and Wagon Workshop, Near Lal Phatak, Ajmer** 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.
- (b)** The Tenderer(s) shall keep the offer open for a minimum period of **90 days** from the date of opening 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 resale from his offer or modify the terms and conditions thereof in a manner not acceptable to the Dy. Chief Mechanical Engineer (Loco) North Western Railway, Ajmer, Should the Tenderer fail to observe or comply with the foregoing stipulation, the amount deposited or bank guarantee as earnest money for due performance of above stipulation, shall be forfeited to the Railway.
- (c)** If the tender is accepted: -
- i. the Bid Security deposited in cash through e-payment gateway will be retained as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract;

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(Loco), Ajmer

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- ii. The Bid Security submitted as Bank guarantee bond, will be encashed as part security for the due and faithful fulfilment of the contract in terms of Clause 16 of the Standard General Conditions of Contract.

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

- (d) In case Contractor submits the Term Deposit Receipt/Bank Guarantee Bond towards either the Full Security Depositor the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security so retained, to the Contractor.

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

##### a) Care in Submission of Tenders

- (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.

- (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.

- (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.

- (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.

9. The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. **Standard format of certificate to be submitted by the bidder is enclosed as Annexure-I in this document. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid.** It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self-attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.

#### 10. Right of Railway to Deal with Tenders:

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- a) The Railway reserves the right of not to invite tenders for any of Railway work or works or to invite open or limited tenders and when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action. In case if tender is accepted in part by Railway administration, Letter of Acceptance shall be issued as counter offer to the Tenderer, which shall be subject to acceptance by the Tenderer.
- b) 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 no tenderer(s) shall demand neither 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.
- 11. MAKE IN INDIA:** - Provision of make in India Policy 2017 issued by Government of India, as amended from time to time, shall be applicable for this tender.
- 12. Permission to Bid for a bidder from a country which shares Land boundary with India:** Any bidder from the countries sharing a land border with India will be eligible to bid in any procurement of works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), Government of India. For interpretation of this para, Department of Expenditure, Ministry of Finance, Government of India letter F.No.6/18/2019-PPD dated 23/07/2020 shall be referred.
- 13. Clarification of Bids:** To assist in the examination, evaluation & comparison and pre-qualification of the Tender, the Railway may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Railway shall not be entertained or considered. The Railway request for clarification and the response of the bidder in this regard shall be in writing. However, if a Bidder does not provide clarification of its bid by the date and time communicated in the Railway request for clarification, the bid shall be evaluated as per the documents submitted along with the bid.
- 14.** 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.
- 15.** 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.
- 16. ELIGIBILITY CRITERIA: -**
- 16.1 Technical Eligibility Criteria:**
- (a) The tenderer must have successfully completed or substantially completed any one of the following categories of work(s) during last 07 (seven) years, ending last day of month previous to the one in which tender is invited:**
- (i) Three similar works each costing not less than the amount equal to 30% of advertised value of the tender, or**

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(Loco), Ajmer

For and on behalf of The President of India

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

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

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

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

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

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

However, if required in tender documents by way of Special Conditions, a formal agreement duly notarized, legally enforceable in the court of law, shall be executed by the main contractor with the subcontractor for the component(s) of work proposed to be executed by the subcontractor(s), and shall be submitted along with the offer for considering subletting of that scope of work towards fulfillment of technical eligibility. Such subcontractor must fulfill technical eligibility criteria as follows:

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

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

In case after award of contract or during execution of work it becomes necessary for contractor to change subcontractor, the same shall be done with subcontractor(s)

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(Loco), Ajmer

For and on behalf of The President of India

fulfilling the requirements as per clause 7 of the Standard General Conditions of Contract, with prior approval of Chief Engineer in writing.

Note for Item 16.1:

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

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

**Definition of Similar Work: -**

***“Supply, Servicing or Repairing and testing of Dome fitting valve sets fitted on BTPGLR/ BTPGLN and TPGLR (04-wheeler) LPG tank wagons owned by Indian Railways or Public Sector Undertakings.”***

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

V= Advertised value of the tender in crores of Rupees

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

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

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

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

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

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

The conversion rate of US Dollars into Rupees shall be the daily representative exchange rates published by the Reserve Bank of India or entity authorized by RBI to do so for the relevant date or immediately previous date for which rates have been published. Where,

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(Loco), Ajmer

For and on behalf of The President of India

relevant date shall be as on the last day of month previous to the one in which tender is invited. In case of any other currency, the same shall first be converted to US Dollars as on the last day of month previous to the one in which tender is invited, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date or immediately previous date for which rates have been published.

[Explanation for Para 16 of the Tender Form (Second Sheet) including Para 16.1 to 16.5 – Eligibility Criteria:

1. Substantially Completed Work means an ongoing work in which payment equal to or more than 90% of the present contract value (excluding the payment made for adjustment of Price variation (PVC), if any) has been made to the contractor in that ongoing contract and no proceedings of termination of contract on Contractor's default has been initiated. The credential certificate in this regard should have been issued not prior to 60 days of date of invitation of present tender.
2. In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment 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 fulfilment 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 16.1 Para 10 of the Tender Form (Second Sheet), the same shall be considered for the purpose of fulfilment of credentials.
6. In case a work is considered similar in nature for fulfilment 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

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Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

partner A will be considered to the extent of 0.3\*0.2\*value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

8. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm(e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.
9. In case of existing partnership firm if any new partner(s) joins the firm without any modification in the name and PAN/TAN no. of the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s) on the same principles as mentioned in item 6 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.
10. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.
11. In case a partner in a partnership firm is replaced due to succession as per succession law, the  
Proportion of credentials of the previous partner will be passed on to the successor.
12. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.
13. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.
14. In case a tenderer is LLP, the credentials of tenderer shall be worked out on above lines similar to a partnership firm.
15. In case company A is merged with company B, then company B would get the credentials of company A also.]

**17. Tenderer's Credentials:** -Documents testifying tenderer's previous experience and financial status should be produced along with the tender. Tenderer(s) who is / are not borne on the approved list of the Contractors of North Western Railway, should submit along with his /

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For and on behalf of The President of India

their tender: -

- a) 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.
  - b) Audited Balance Sheet duly certified by the Chartered Accountant regarding contractual payments received in the past.
  - c) 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.
  - d) 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 with this tender document **(Annexure-I). In addition to Annexure-I, in case of other than Company/Proprietary firm, Annexure –II 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.
  - e) The Railway reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the Railway, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Railway shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of the Railway there under.
  - f) **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 up to two years.**
  - g) 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 up to two years.
18. As being e-tender no provision of sending/receiving such tender document, but other documents which may be upload with bid for establishing firm's status i.e.
- Bidder may upload Digitally Signed Tender document.
  - All other documents which are uploaded by railway may be uploaded as acceptance of conditions stipulated therein.
  - GSTIN Details must be uploaded.
  - Partnership Deed (in case of partnership firms), Power of Attorney if any,
  - Memorandum of Articles of Association/registration of firm,
  - Boards or shareholders' resolution/Power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the applicant,
  - Bank details must be uploaded (i.e. Bank a/c no, a/c holder name , bank name with address, branch code, IFSC code, MICR code, Type of bank a/c, PAN no and cancelled

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(Loco), Ajmer

For and on behalf of The President of India

CTS cheque of the same)

- Any other document for their credentials technical as well as financial if any. Other original documents which are attached by firms during e-tendering which are if required to be sent to this office, may be sent in a sealed cover, superscripted "05-LWS-OPN-TWV-2026 " and " **For TENDER CELL** ", must be sent by Registered/Speed post/**personally** (preferred) to the address as follows -

“The Dy. Chief Mechanical Engineer (Loco)

Diesel Loco & Wagon Workshop

Near Lal Phatak, Ajmer (Raj) -305001 North Western Railways”

19. Non-compliance with any of the conditions set forth therein above is liable to result in the tender being rejected. Tenderer shall submit their offers made as per the Indian Railways General as well as Special Conditions of Contract as mentioned in this Tender.
20. In case of any deviation from the requirement of Tender specifications, Instructions for Tender or General & Special Conditions of Contract, the same should be brought out by the Tenderer in extra sheet to be attached along with offer. Each page of this sheet must be numbered serially, should bear the Tender number and should be signed and stamped by the Tenderer at the bottom. This sheet must be uploaded with the offer and should be digitally signed. Further it is clarified that Railway administration is not bound to consider any such deviation, special terms and conditions quoted by bidder.
21. The Tenderer should avoid ambiguity in his offer. He should clearly quote in his offer about his standard sizes / lengths / dimensions. He should specifically state them in details without any ambiguity. Brief descriptions such as “Standard lengths” etc. should be avoided in the offer.
22. Bidder should watch the website for corrigendum/ addendum to the Bid document. Hence it shall be the responsibility of the bidder to check from time to time for corrigendum to the bid if any periodically before finally submitting the bid.
23. Railway Administration shall not be responsible for any delay/difficulties/ inaccessibility of e-tendering for any reason whatsoever. No claim on this account shall be entertained.
24. The rates offered by bidder should be inclusive of materials, equipment, vehicle, travelling, boarding, incidental and transportation, labour charges, taxes and any other expenses required for satisfactory completion of work. Railway will not make any separate payment against these heads, nor provide any facility unless otherwise specified against any particular item. Tenderer is required to quote above/ Below/At par to the advertised cost of tender on IREPS website.
25. No advance payment will be made to contractor. Payment will be made only as per Payment Terms as specified in the special terms and conditions of this tender document.
26. **DOCUMENTS TO BE SUBMITTED ALONG WITH TENDER:**
  - 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.**
  - Apart from documents required for eligibility criteria following documents shall be

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Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

submitted by the tenderer:

- a) **Sole Proprietorship Firm:** A sole proprietorship firm may submit declaration that firm is sole proprietorship firm and the details of authorized signatory may also be submitted.
- b) **HUF:** 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.
- c) **Partnership Firm:**
- I. The Partnership Firms participating in the tender should be legally valid under the provisions of the Indian Partnership Act.
  - II. 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 partnership deed should have been notarized as per the Indian Partnership Act, prior to submission of tender.
  - III. 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.
  - IV. 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 General Conditions of Contract.

- V. 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.
- VI. 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.

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Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

- VII.** 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.
- VIII.** 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.
- IX.** In case the Letter of Acceptance (LOA) is issued to a partnership firm, the following undertakings shall be furnished by all the partners through a notarized affidavit, before signing of contract agreement.
- (a) Joint and several liabilities:**  
The partners of the firm to which the Letter of Acceptance (LOA) is issued, shall be jointly and severally liable to the Railway for execution of the contract in accordance with General and Special Conditions of the Contract. The partners shall also be liable jointly and severally for the loss, damages caused to the Railway during the course of execution of the contract or due to non-execution of the contract or part thereof.
- (b) Duration of the partnership deed and partnership firm agreement:**  
The partnership deed/partnership firm agreement shall normally not be modified/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 a breach of the contract, liable for determination of the contract under Clause 62 of the standard General Conditions of Contract.
- (c) Governing laws:** The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian laws.
- (d)** No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner/s and that of the Railway.
- X.** 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 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. Concealment / wrong information in regard to above shall make the bid ineligible or the contract shall be determined under Clause 62 of the General Conditions of Contract.
- (d) JOINT VENTURE:** -The participation of joint venture in the tender shall be as per Latest Railway board guidelines and as per GCC with latest revisions and corrections if any.

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Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**(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.

**(f) LLP (LIMITED LIABILITY PARTNERSHIP):** If the tender is submitted on behalf of a LLP registered under LLP Act-2008, the tenderer shall submit along with 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 Govt. of India from participation in tender/ contracts as on the date of submission of bids, either in 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.

**(g) REGISTERED SOCIETY & REGISTERED TRUST:** The tenderer shall submit:

- i. A copy of the 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
- 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.
- After opening of the tender, any document pertaining to the constitution of Sole Proprietorship Firm / Partnership Firm / Registered Company/ Registered Trust / Registered Society / HUF 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.
- A tender from JV / Partnership firm etc. shall be considered only where permissible as per the tender conditions
- The Railway will not be bound by any change of power of attorney or in the composition of the firm made subsequent to the submission of tender. Railway may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the Contractor.

**27.** The tenderer whether sole proprietor / a company or a partnership firm / registered society / registered trust / HUF/ LLP etc if they want to act through agent or individual partner(s), should submit along with the tender, a copy of power of attorney duly stamped and authenticated by a Notary Public or by Magistrate in favour of the specific person whether he/they be partner(s) of the firm or any other person specifically authorizing him/them to

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

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 purpose 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.

**28.Execution Co-relation and Intent of Contract Documents: -**

- The Tenderer whose tender is accepted shall be required to appear in person at this office, a duly authorized representative shall appear and execute the contract agreement within seven days of notice from Railways that the Contract Agreement is ready. The contract documents shall be signed in triplicate by the Railway and the contractor.
- The Contract Agreement shall be entered into by Railway only after submission of valid Performance Guarantee by the Contractor. Failure to do so shall constitute a breach of the agreement affected by the acceptance of the tender. In such cases the Railway may determine that such tenderer has abandoned the contract and there upon his tender and acceptance thereof shall be treated as cancelled and the Railway shall forfeit the bid security submitted by contractor.
- The failed contractor shall be debarred from participating in the re-tender for that work.
- The successful Tenderer(s) shall be required to execute an agreement with the President of India acting through the Dy. CME (Loco), Diesel Loco and Wagon Workshop, North western Railway for carrying out the work according to the Standard General Conditions of Contract, Special Conditions / Specifications annexed to the tender and Standard Specifications (Works and Materials) of Railway as amended/corrected upto latest correction slips, mentioned in tender form (First Sheet).
- The contract documents are complementary and what is called for by anyone shall be as binding as if called for by all, the intention of documents is to include all labour and materials, equipment's and transportation necessary for proper execution of work.

**29.SECURITY DEPOSIT:-**

- The Security Deposit shall be 5% of the contract value for the due and faithful fulfilment of the contract by the Contractor.
- The Bid Security submitted by the Contractor with his tender will be retained/encashed by the Railways as part of security deposit for the due and faithful fulfilment 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 Deposit or 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

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

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.
- 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.
- Security Deposit may be deposited by the Contractor before release of first on account bill in cash or Term Deposit Receipt issued from Scheduled Bank, 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.
- No interest shall be payable upon Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16.(4)(b) (i.e. performance guarantee) of GCC-2022 will be payable with interest accrued thereon.
- The security deposit and bid security will be released to contractor as per extent provisions of GCC-2022 with latest amendments, revisions if any.

### **30.PERFORMANCE GUARANTEE:-**

- The successful bidder shall have to submit a Performance guarantee (PG) of 5 % of the original contract value in any of the forms as specified in GCC-2022 within 21(Twenty one) days from the date of issue of LOA. Extension of time for submission of PG beyond 21 (Twenty One) days and up to 60 days from date of issue of LOA may be given by 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 days i.e. from 22<sup>nd</sup> day after date of issue of LOA. Further, if the 60<sup>th</sup> day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day. In all other cases, if the contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case the 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 start up recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

Also the failed contractor shall be debarred from participating in the retender of that work.

- 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 up to 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.
- 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.
- 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.
- Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encashed.
- 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 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.
- **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:**

<i>Bid quoted in % of advertised cost</i>	<i>Additional Performance Guarantee (%)</i>
<i>Below 0 -5% (inclusive)</i>	<i>Nil</i>
<i>Below 5%</i>	<i>5%</i>

***Latest guidelines or Advance corrections slip (ACS 11 or latest) regarding PG submission will be followed.***

- 31. 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 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

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

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.

**32. Employment/Partnership Etc. Of Retired Railway Employees:**

a) Should a tenderer

i. be a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement, whether in the executive or administrative capacity or whether holding a pensionable post or not, in the Engineering or any other department of any of the railways owned and administered by the President of India for the time being,

**OR**

ii. being partnership firm / joint venture (JV) / registered society / registered trust etc have as one of its partners/ members a retired Engineer of the gazetted rank or any other gazetted officer working before his retirement,

**OR**

iii. Being an incorporated company have any such retired Engineer of the gazetted rank or any other gazetted officer working before his retirement as one of its directors.

**AND**

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

**THEN**

iv. 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 gazetted 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

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

inviting tenders the details of such persons.

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

**33. Commencement of Works:** The Contractor shall commence the works within 15 days after the receipt by him of an order in writing to this effect from the Engineer and shall proceed with the same with due expedition and without delay.

**Dy. Chief Mechanical Engineer (Loco)**  
**For and on the behalf of the President of India**  
Diesel Loco & Wagon Workshop Ajmer  
NORTH WESTERN RAILWAY

.....  
Signature of Tenderer(s)

Date .....

\*\*\*\*\*

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(Loco), Ajmer

For and on behalf of The President of India

## SCOPE OF WORK

<b>NAME OF WORK</b>	<b>Servicing, Repairing and testing of Valves of Dome fitting sets of tank wagons, inspected and certified by third party which is approved by CCOE, Nagpur.</b>
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Diesel Loco & Wagon Workshop is a railway unit where periodic overhauling activities of different types of wagons is carried out on regular basis. The above subjected activity is proposed to be outsourced with scope of work as below:-

- 1) Collection of dome fitting sets of tank wagons (BTPGLN/ BTPGLR) from Sr. Section Engineer (Consignee) of Diesel Loco and Wagon Workshop, Ajmer. The dome fitting sets inter-alia means and include liquid / vapor Education Valves, Safety Valves and sample valves. Each tank wagon (01 set) have
  - a) 6 Nos of education valves\*
  - b) 2 Nos. of safety valves \*
  - c) 2 Nos of Sample valves\*

\*These are manufactured by MIDLAND manufacturing Corporation, USA or other RDSO approved sources, mentioned below:-

  - a) M/s Chandra Engg. & Mech. Pvt. Ltd. Mumbai
  - b) M/s Arieckal Industries Panvel
  - c) M/s Special steel component corporation, Yamunanagar (Haryana)
- 2) Any item, requiring replacement, must be replaced with the parts procured from the original manufacturer of the valve (MIDLAND, USA) or from any of the RDSO approved sources as mentioned above with latest amendments, if any.
- 3) The contractor shall produce documentary evidences for having procured the spares, used in the maintenance of valve from original manufacturer of the valves or the RDSO approved sources, on demand by the inspecting officer from Railways. Firm shall return all the un-serviceable / replaced parts including scrap to the Railways, at the time of supply of repaired valve sets (Dome fittings) in the same proportion, any other part replaced by them shall also be returned.
- 4) The valves of Tank wagons namely liquid / vapor Education Valves, Safety Valves and sample valves for overhauling/ repairing/ testing shall be collected and delivered back by contractor from and to Consignee. All the loading, unloading and transportation work will be in contractors' scope.
- 5) The mounting and dismounting of valves on and from tank wagons will be carried out by Railway.
- 6) The procedure as mentioned in RDSO technical pamphlet G-65 & G-86, RDSO Letter no. MW/ BTPGL dated 30/04/2025 and any other guidelines being received time to time from RDSO/RB for BTPGLN wagon regarding valve servicing, repairing, testing and inspection shall be strictly followed. The valves of dome fittings are to be completely dismantled to their individual components. All components of the valves are to be completely cleaned and thoroughly checked for necessary repair.
- 7) Regardless of the condition following items / parts (seals & gaskets etc.) are to be replaced with new ones procured from original manufacture of valve (MIDLAND USA) or from any of the RDSO approved sources only –

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Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

- a. Teflon gland rings (04 Nos. in each Education Valve)
  - b. "O" Rings (2 Nos. each in both safety and Education Valve & 1 No in sample valve)
  - c. Teflon seat in Education Valve & Sample Valve
- 8) If any parts of Valve such as hand wheel and nut / washer plug chain outlet square flange, roll pin retainer etc. are found broken / missing the same shall be provided with new ones procured from original manufacturer or from RDSO approved sources. All the parts re-used or provided new must confirm to the specifications mentioned in the stated RDSO maintenance manual.
- 9) For the safety valves, the springs are to be minutely examined for any signs of corrosion/ surface cracks. The spring is to be tested separately for compression, decompression free length etc. and a record to be maintained for this data. Unsuitable springs should be replaced with new springs procured from original manufacturers or from RDSO approved sources.
- 10) A third party inspection agency is to be engaged by the contractor at his own cost. Such inspection agency must be on the approved list of agencies authorized by Chief Controller of Explosives, Nagpur (also known as PESO) for testing of LPG related pressure vessels and safety fittings/ valves and must possess a valid registration certificate, issued by CCOE, Nagpur. Contractor shall submit copy of the valid registration certificate, issued by CCOE, Nagpur of so engaged third party inspection agency.
- 11) The third party inspection agency shall carry out the inspection of the serviced and repaired fittings of valves. The valves will be reassembled and tested under this third party inspection agency and certificate obtained therein. In addition, third party certificate should include certification with respect of the following:
  - a. New spares used during servicing and repair, have been procured from the original manufacture of valve (MIDLAND, USA) or RDSO approved sources only and all other deficient items have been made good.
  - b. All items specified above have been replaced.
  - c. Spring condition in safety valve is acceptable.
- 12) A copy of the inspection certificate issued by authorized third party inspecting agencies shall be furnished with delivery of overhauled valve sets.
- 13) **WARRANTY/GUARANTEE:** - Contractor shall guarantee their repaired and tested valves of dome fittings for 30 months from the date of supply or 24 months from the date of installation whichever is earlier. In the event of any manufacturing defect in the material or workmanship manifesting itself within the guarantee period, contractor will rectify the same at his risk and cost. The contractor shall rectify the same in 15 days after receiving the said valve sets, otherwise penalty of Rs 50/- (Rs. Fifty only) per valve set per day will be levied till the valves are returned to Railway after work. For any damage to railway property caused by the contractor due to defective workmanship whether knowingly or otherwise shall be penalized by the railway as deemed fit.
- 14) Those Tenderers who are neither approved by RDSO nor the original manufacturers of the valves used in Dome fitting of tank wagons but have proven experience of above work are required to submit an assurance letter from the original manufacturers or the RDSO approved sources to commit an un-

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For and on behalf of The President of India

interrupted supply of spares to the tenderer during the currency of the contract. For the benefit of such tenderers, the latest RDSO approved sources are as under:-

- i) M/s. Chandra Engg. & Mech. Pvt. Ltd. Mumbai
- ii) M/s. Arieckal Industries Panvel.
- iii) M/s. Special steel Component Corporation, Yamuna Nagar (Haryana)

- 15) All works should be done as per direction of Consignee or any other authorized Railway representative.
- 16) The contractor shall be responsible for safe working of LPG tank wagons valves (dome fittings) & its components during service.
- 17) **LOT SIZE**:-The firm shall do servicing, repairing and testing of valves sets (dome fitting) in lots as provided by railways. Normally a lot will have minimum 10 set valves (i.e. 60 Education valves, 20 Safety Valves and 20 Sample valves) & maximum 32 set valves (i.e. 192 Education valves, 64 Safety Valves and 64 Sample valves). The maximum and minimum limits of sets are indicative and actual lot may vary in between these limits. In case of variance in quantity of lot contractor will have to abide the directions of Railway and will have to make arrangements as required by railway.
- 18) The contractor will have to lift the lot **within 06 working days of intimation** (excluding the date of intimation) else contractor will be liable for a penalty of Rs 1000/- per day till the contractor lifts the lot for work.
- 19) The contractor must ensure to return of all valves of lot within 15 days. Date of receipt and date of delivery would not be counted in this period of 15 days. A Penalty of Rs 50/- (Rs. Fifty only) per valve set per day will be levied for any delay beyond the period of 15 days.
- 20) The valves after overhauling shall be returned by contractor with proper packaging (like polybag packing etc) ensuring that it is dust and water proof.
- 21) For any damage to railway property caused by the contractor whether knowingly or otherwise shall be penalized by the railway as deemed fit.
- 22) The return date of valves sets if falls on Sunday/Holiday, the same must be returned on next working day.
- 23) Any items of valves sets (dome fittings) damage or lost at the time of transportation / during the custody with the contractor same must be rectified / made good by the contractor as per standard practices. Railway will not pay any cost for such damage or loss.
- 24) Transportations charges of valves fittings to & fro that is from loco workshop to his works and back to loco workshop will have to be borne by contractor.
- 25) Any damage to the wagon / Railway property during work due to negligence by contractor's staff will be recovered from contractor. Such decision on the assessment of value of damage will be decided by Railways, which will be final and binding on the contractor.
- 26) The contractor shall have to submit a Bank Guarantee/ Material Security deposit (MSD)/ (or any other form as approved by competent authority of Railways) from a nationalized bank, in prescribed Performa or an insurance cover from any public sector insurance company to cover the full risk of valves lying in custody of contractor and in transit during the currency of contract. The value of such cover shall be for cost of at least 40 sets (i.e. 240 education valves, 80 Safety valves and 80 sample valves). Such cost shall be inclusive of GST and firm will have to submit proof of the rates of valves while submitting such cover. Contractor will be permitted to collect only valves for which cover has been submitted, if firm is required to lift more valves firm will

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have to submit cover for this. It is noteworthy that such bank guarantee or insurance cover shall have to be submitted by the contractor before taking delivery of valve sets.

\*\*\*\*\*

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## **SPECIAL TERMS & CONDITIONS**

1. **Name of Work:** - Servicing, Repairing and Testing of Valves of Dome fitting sets of tank wagons, Inspected and Certified by third party which is approved by CCOE, Nagpur for a period of 02 Years (As per scope of work).
2. **CONSIGNEE:** Sr. Section Engineer (WRB-III) or as nominated by railway.
3. **LOCATION:** Diesel Loco & Wagon Workshop Ajmer.
4. **PERIOD OF WORK-** 24 months(02 Years) from the date of issue of LOA.
5. The work shall be governed by "General Conditions of Contract" (GCC-2022) of the Indian railways with all latest corrections slips and wherever special conditions are specified, the special conditions will supersede the Standard General Conditions.
6. The bidder shall consider all the costs of manpower, transportation, taxes and all incidental and consequential expenses for the work, as no escalation in rates will be entertained during the entire period of contract.
7. The bidder before submitting offer can inspect the site of work, if he desire to examine the nature of work, and check-up the availability of working space.
8. Tenderers have to go through relevant drawings, scope of work, Bill of material if any, machinery & equipment meticulously prior to quoting their offer. Cost of material, Labour, Handling & Transportation cost shall be borne by the contractor.
9. **Contractor's understanding:** - it is understood and agreed that the contractor has, by careful examination satisfied himself as to the nature, scope and location of the work, the type/ character of equipment and facilities needed preliminary to, and during the progress of the work, the general and local conditions, the labour conditions prevailing therein and all other matters which can in any way affect the work under the contract.
10. **Railway Administration is not bound to consider any Special Terms and conditions quoted by the bidder.**
11. **WORKING HOURS:** - Normally all work is required to be done in working hours on working days. However, in case of special requirements the aforesaid timings can be changed as per Railway requirement and at the discretion of Railway Administration.
12. **SAFETY EQUIPMENTS:** - The staff deployed by firm shall use the requisite personal protective equipment's like Helmets, Gloves etc. for their safety. It shall be the sole responsibility of the firm to provide the safety equipment's to the staff.
13. **SAFETY NORMS:** - The firm and his staff shall abide all the industrial safety rules, statutory rules as applicable to this work/ service and other rules while in the workshop premises. The firms shall at all times, adopt safe methods of working so as to ensure safety of structures equipment and labor. If at any point of time, Railway finds the safety arrangements inadequate or unsafe, the firm shall take immediate corrective action as directed by the Railway's representative at site. Any directions in the matter shall in no way absolve the firm of his sole responsibility to adopt safe working methods. The firm is responsible for providing skilled personnel and adequate expert supervision so as to ensure complete safety.
14. **INDEMNITY BY FIRMS:** The Firm shall indemnify and save harmless the Railway from and against all actions, suit, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Firm, his agents or employees, in the execution of

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the works or in his guarding of the same. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**15. CLAIMS & COMPENSATION:** - Railway shall not be liable for any claim/ compensation etc for any accident/ injuries caused to the staff of the firm during the course of contract. It shall be the responsibility of the firm to deal with such matters.

**16.** No accommodation shall be given to any firm(s) staff/supervisors for the purpose of stay.

**17.** No railway Pass/PTO shall be given to the men engaged by the firm.

**18. MANPOWER:** -

- **GATE PASS SYSTEM:** - Contractor and his deployed staff shall follow gate pass system and seek permission from railway authorities for deploying his staff.
- The staff to be used by contractor for transportation work shall hold suitable Driving license and should be competent for that work.

**19. COMMUNICATION:** -

- All the communications to the contractor or his authorized representative for work shall be made by consignee for execution of work.
- All the communication by the contractor to Railways shall be made through proper channel.
- Contractor authorized person shall obtain direction from consignee regarding the execution of work.

**20. INSPECTION OF THE WORK:** - The work shall be inspected by Railways after the valves are returned by contractor to consignee after overhauling. In case any deficiency is observed in work during inspection, it will be attended and rectified by contractor without any charges with prime concern and as per directions of Railways.

**21. VEHICLE & STAFF:** -

- The vehicle required for transportation of material and staff for its operation inside the workshop premises shall be arranged by contractor at his own cost.
- Contractor will be solely liable for any claim regarding any accident or penalty by local administration if any.

**22. EXTENSION OF COMPLETION PERIOD:** - The work is required to be completed by firm within the allotted time from date of issue of Letter of acceptance. Normally no extension will be provided to firm for work completion, however in case of exigency or if situation demands so Railway may grant extension to firm on firm's request, as deemed fit.

**23.** A fee per legal document, like partnership deed, power of attorney or Bank guarantee executed before or during the execution of the contract, will be deposited by the contractor/ recovered from the contractor for obtaining legal Advice from Law Officer.

**24.** The firm shall be responsible for the general conduct and discipline of his labors, Railway administration reserves the right to take necessary action as deemed fit in all cases of misconduct/ indiscipline. Firm shall ensure good credentials of staff engaged for this work in workshop. If any staff member of the firm is found indulging in misconduct/ indiscipline/ illegal activities, then he shall be immediately removed from the work.

**25.** The decision of Deputy Chief Mechanical Engineer (Loco) Diesel Loco & wagon Workshop Ajmer, regarding the imposition or waving of penalties is final and binding

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For and on behalf of The President of India

on the contractor.

**26. MEASUREMENT OF WORK: -**

The work done shall be measured by the consignee as per the railway rules and standards. The contractor shall abide the same and also maintain the work register.

**27.** Work done Register shall be maintained and furnished by Contractor. In case of any dispute arising out of the measurement of work done by the contractor the decision of the Railway administration shall be final. The contractor shall submit daily report/ record to consignee for acceptance.

**28. PENALTY CLAUSE:**

- No Work, No payment principle will be followed and it shall be accompanied by imposition of Penalties.
- If the work is found unsatisfactory during inspection, then contractor will have to rectify the same with immediate effect and such rework shall be done by contractor without any extra payment.
- In case of Adverse report regarding contractor's performance by consignee or any other official of Railways, a penalty of Rs 500/- per occasion will be imposed.
- In case of any damage to the Railway property due to any negligence, rough handling or fire in the course of work due to contractor's fault, the cost of damage will be recovered as per the extent of damage assessed by the Competent Authority (Dy. CME/Loco).
- The contractor will have to lift the lot **within 06 working days of intimation** (excluding the date of intimation) else contractor will be liable for a penalty of Rs 1000/- per day till the contractor lifts the lot for work.
- The contractor must ensure to return of all valves of lot within 15 days. Date of receipt and date of delivery would not be counted in this period of 15 days. A Penalty of Rs 50/- (Rs. Fifty only) per valve set per day will be levied for any delay beyond the period of 15 days.
- The decision of Deputy Chief Mechanical Engineer (Loco) Diesel Loco & wagon Workshop Ajmer, regarding the imposition of penalties is final and binding on the contractor.

**29. PAYMENT: -**

- Contractor has to submit bill (in Triplicate) in favour of Dy. CME (Loco) Diesel Loco & Wagon Workshop Ajmer for the work completed along with Annexure-III of this document.
- Payment for the same will be processed only after satisfactory certification and confirmation from consignee as per accepted rates of work.
- Payment of the same will be arranged by Dy. FA & CAO (W & S) Ajmer NWR, through EFT.
- Contractor has to submit his bank account details for payment through EFT.
- All necessary deductions will be made by railway from bills as per latest govt. policies like income tax, GST, SD, cess charges, penalties (if any) etc.
- Railway reserves the right to make payments through EFT or any other mode of payment as per latest instructions of Railway board.

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(Loco), Ajmer

For and on behalf of The President of India

- Contractor can exercise Letter of Credit (LC) facility for payment as per Railway board's instructions vide letter No-2018/CE-I/CT/9.
- 30. STAMP DUTY:** - An agreement between firm and Railways will be signed on stamp paper. The stamp paper for such agreement will be arranged by firm as per prevalent stamp duty rules & rates of Rajasthan.
- 31. CARE TO BE TAKEN BY STAFF OF FIRM: -**
- The firm's staff shall in no case/ circumstances carry any dangerous/ inflammable material or any illegal material in the workshop premises.
  - The firm's staff shall not consume or carry any alcoholic substance, tobacco or narcotic drugs in the workshop premises.
- The Firm's staff shall take due care about such things, if firm's staff violates such instructions then the concerned staff shall be immediately removed from the workshop premises and alternate arrangements be made by firm such that work is carried out smoothly.
- 32.** Any claim for idle Labour of Contractor will not be entertained by Railways.
- 33. JURISDICTION OF COURTS:** - The legal court jurisdiction shall remain limited to civil court, Ajmer and High court of Rajasthan.
- 34. VARIATION OF CONTRACT:** -Railway reserves the right to vary tendered/Contract schedule as per extent provisions of GCC with latest correction slips; contractor has to abide the same.
- 35. TERMINATION OF CONTRACT:**-Railway Administration may terminate the contract by giving to the contractor a notice without assigning any reason thereof and in the event of breach of any condition therein, committed by the contractor in the event of any misconduct on the part of the contractor or his workman, it shall be lawful for the Railway Administration to terminate this agreement forthwith without any notice and to forfeit the whole or part of security deposit at their discretion without being liable to the contractor for any loss or damage whatsoever.
- 36. SUSPENSION OF WORK:** - The contractor shall on the direction of Railways, suspend the progress of the works or any part thereof for such time or times and in such manner as Railway may consider necessary.
- 37.** The efficacy of contract will be reviewed during mid-term of the currency of the contract and quarterly thereafter. Railway reserves the right for the pre-closure of contract with due notice.
- 38. If contractor has any doubt or require any clarification about any condition of this work or of this document, firm may enquire the same at Diesel Loco and wagon workshop Ajmer.**
- 39. In case of any dispute arising out of contract, decision of Railways shall be final and abiding on the contractor.**

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For and on behalf of The President of India

**SCHEDULE OF RATES (BILL OF QUANTITIES)**

<b>Tender No</b>	05-LWS-OPN-TWV-2026			
<b>Name of Work</b>	Servicing, repairing and testing of valves of dome fitting sets of tank wagons, inspected and certified by third party which is approved by CCOE, Nagpur for a period of 02 years (as per scope of work)			
<b>Total cost of Work</b>	<b>Rs. 1,08,41,978.88/- (Rupees One crore eight lakh forty-one thousand nine hundred seventy-eight rupees and eighty-eight paisa only)</b>			
<b>Period of Contract</b>	24 months from Date of issue of LOA			
<b>S.No</b>	<b>Description of Work</b>	<b>Quantity (in Sets)</b>	<b>Unit rate (in Rs)</b>	<b>Total Amount for the work (in Rs)</b>
<b>A</b>	Servicing, repairing and testing of valves of dome fitting sets of tank wagons, inspected and certified by third party which is approved by CCOE, Nagpur for a period of 02 years (as per scope of work)			
<b>1.</b>	Servicing, Repairing and Testing of Valves of Dome fitting sets of tank wagons, Inspected and Certified by third party which is approved by CCOE, Nagpur for a period of 02 Years (As per scope of work).	768	11963.7	9188121.60/-
<b>2.</b>	GST @ 18 %	768	2153.46	1653857.28 /-
<b>Total (in Rs) (Inclusive of all taxes and expenses)</b>				<b>Rs. 1,08,41,978.88/- (Rupees One crore eight lakh forty-one thousand nine hundred seventy-eight and eighty-eight paisa only)</b>

I/we undertake to do the work at..... % above/below/at par to the total cost of work of schedule of Rates.

**Note:-**

- (1) The quantities shown in schedule of work are approximate and as guide to give the tender(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and /or delete or include any of the quantities given above as per different guidelines in GCC.
- (2) The above rates include any other incidental expenses for completion of work. This also includes the food, lodging & boarding charges of staff of contractor, if any. No separate taxes shall be paid by Railway.
- (3) I read and understand all the terms & conditions mentioned in this tender document. I agree & accept all the terms & conditions.

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

Signature of Tenderer  
Name of the Tenderer -  
Address & Stamp-

Date .....

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

### List of Mandatory Documents

S.No.	Documents		
1	Eligibility Criteria <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Technical Eligibility Criteria</td> </tr> <tr> <td>Financial Eligibility Criteria</td> </tr> </table>	Technical Eligibility Criteria	Financial Eligibility Criteria
Technical Eligibility Criteria			
Financial Eligibility Criteria			
2	<b>Certificate – Annexure I</b>		
3	<b>Certificate – Annexure II</b> (to be given by attorney/authorized signatory/each member of Partnership firm/Joint Venture (JV)/Hindu Undivided Family (HUF)/Limited Liability Partnership (LLP) etc.)		
4	<b>Form-I</b> (Regarding Employment/Partnership etc. of retired railway employee)		
5	<b>Form-II (Declaration for type of firm) PAN, GST</b> Documents required for type of firm as per para 26,27 of Tender form (second sheet)		

Sign of Tenderer

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For and on behalf of The President of India

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

I..... (Name and designation)\*\*appointed as the attorney/authorized signatory of the tenderer, M/s\_\_\_\_\_ (hereinafter called the tenderer) for the purpose of the Tender documents for the work of \_\_\_\_\_ as per the tender No.\_\_\_\_\_ of \_\_\_\_\_(Railway)\*\*, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

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

SEAL AND SIGNATURE  
OF THE TENDERER

Place:

Dated:

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

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**ANNEXURE II**

**(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

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**ANNEXURE-III****CHECKLIST FOR BILLS**

<b>S.NO.</b>	<b>PARTICULARS</b>	<b>WHETHER Enclosed(Yes/ No /NA)</b>
1.	Bills submitted in Triplicate (i.e. 03 copies) by firm and revenue stamp is pasted on original copy of bill (For the bills having the gross amount Rs. 5000 and more)	
2.	Whether e-Invoice is applicable or not? (In compliance of latest directions regarding e-invoicing according to annual turnover of firm.)	
3.	If e-Invoice is applicable then e-Invoice submitted or not?	
4.	Whether Bill has Bank details furnished (i.e. Bank account no., IFSC Code, PAN No.)?	
5.	Whether GST details provided in the Bill?	

**Note:-**

1. This checklist must be enclosed by contractor with every bill. If the firm fails to submit this checklist completed in all respect along with bills, firm's bills will neither be entertained nor processed.
2. All the documents submitted by the firm should be properly sealed and signed.

**Contractor's Sign & Stamp****Counter signature of SSE**

(of concerned section under which work is being executed)

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**ANNEXURE-IV****(Bid Security)**

**(This annexure is to be utilized if firm is willing to submit Bid security in Form of Guarantee Bond)**

**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 authorized 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.

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(Loco), Ajmer

For and on behalf of The President of India

- 5) The Bank agrees that no change, addition, modifications to the terms of the Bid document or to any documents, which have been or may be made between the Railway and the Bidder, will in any way absolve the Bank from the liability under this guarantee; and the Bank, hereby, waives any requirement for notice of any such change, addition or modification made by Railway at any time.
- 6) This guarantee will remain valid and effective from.....[insert date of issue]till .....[insert date, which should be minimum 90 days beyond the expiry of validity of Bid]. Any demand in respect of this Guarantee should reach the Bank within the validity period of Bid Security.
- 7) The Bank Guarantee is unconditional and irrevocable.
- 8) The expressions Bank and Railway herein before used shall include their respective successors and assigns.
- 9) The Bank hereby undertakes not to revoke the guarantee during its currency, except with the previous consent in writing of the Railway. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.758.
- 10) The Bank hereby confirms that it is on the SFMS (Structured Financial Messaging System) and shall invariably send the advice of this Bank Guarantee to the following bank details –

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

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

Date .....  
Place..... Bank's Seal and authorized signature(s)  
[Name in Block letters] .....  
[Designation with Code]

No.].....  
[P/Attorney] No.

Witness:

- 1 Signature, Name & Address & Seal
- 2 Signature, Name& address & Seal

Bank's Seal

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

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**DECLARATION FORM**

To  
Dy. CME Loco,  
Diesel loco and wagon workshop,  
North Western Railway,  
Ajmer.

I/We have specifically noted Conditions of Tender {Clause No. 32 of Tender Form (second sheet) of IR SGCC 2022} and declare that

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

OR

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

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

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

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

**Signature & Stamp of  
Authorized Signatory**

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

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

1.	Constitution of the type of Firm/ Concern (Tick as applicable)	1. Sole Proprietorship/ 3. Company/ 5. Registered Society 7. HUF	2. Partnership Firm / 4. Joint Venture (JV)/ 6. Registered Trust 8. Other
2.	Full name of Sole Proprietorship/ Partnership firm/ Company/ JV/ Society (as the case maybe)		
3.	Year of formation/ Incorporation		
4.	PAN NO. of Firm/ Proprietor		
5.	CGST/ IGST/ UTGST/ SGST No:	GSTIN:	
6.	Registered Office Address		
7.	Address on which correspondence regarding this tender should be done		
8.	Names of the Proprietor/ Partners/JV members etc		

Date:.....

Address: .....

Signature of Tenderer

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India

**Mandate Form**

(Details to be uploaded with E-tender)

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

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

**DECLARATION BY THE PARTY**

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

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

Date:-

Address: -----

Signature of Contractor  
With Stamp

Sign of Tenderer

Dy. CME  
(Loco), Ajmer

For and on behalf of The President of India