

Section-1

Bid Invitation and Schedule of Requirement**1.0 GENERAL:**

- 1.1 Pipavav Railway Corporation Limited** (also referred hereinafter as “**PRCL**”) is a container train operator (CTO) licensed by Ministry of Railways, Government of India. PRCL has signed a Concession Agreement with Ministry of Railways, Government of India to run Container trains on the Indian Railways’ networks in relation to both EXIM Traffic and Domestic Traffic.
- 1.2** PRCL invites the offers from the authorized manufacturers fulfilling the eligibility criteria detailed in Section-2 of 'Instructions to Tenderers, for supply of the wagons indicated in Schedule of Requirements Outlining features of the Bid are as under:

Table 1.2

1	Cost of Tender	₹10,000/- plus GST @18%
2	Earnest Money Deposit (EMD)	₹10.00 Lakhs (Rupees Ten Lakhs Only)
3	Pre-Bid Meeting	7 th October 2026 at 16:00 Hrs. At CSOI, Kasturba Gandhi Marg, New Delhi-110001
4	Period of Tender form availability	From 22 nd September 2026 to 11 th November 2026 till 15:00 hours on PRCL website www.pipavavrailway.com
5	Last Date and time for Submission of Bid	On or before 11 th November 2026 till 15:00 Hrs.
6	Date and time of opening of Technical Bid	11 th November 2026 at 16:00 Hrs.
7	Place of Opening of Technical Bid	PRCL Corporate Office, B-1202, 12 th Floor Statesman House, Barakhamba Road, New Delhi - 110001.
8	Communication Address	Company Secretary/PRCL PRCL Corporate Office B-1202, 12 th Floor Statesman House, Barakhamba Road, New Delhi - 110001. Landline: 011-23319308-9 Email: tender@pipavavrailway.com

2.0 PROCEDURE AND GUIDELINES FOR TWO PACKETS SINGLE STAGE BID PROCUREMENT:

- 2.1 Bids are invited in two packets single stage system which will be processed and finalized in accordance with the procedure and terms and conditions contained in the tender documents.

Table 2.1 Schedule of Requirement

Sl. No.	Description	Specification	Drawing & Design	Quantity (Nos.)
1	Bogie Container Flat wagon type ' <u>BLSS-A</u> '	As per latest RDSO specification	RDSO Index Drawing No: WD-22061-S-01 and General Arrangement (A-Car) No. WD-22061-S-04	8
2	Bogie Container Flat wagon type ' <u>BLSS-B</u> '	As per latest RDSO specification	RDSO Index Drawing No: WD-22062-S-01 and General Arrangement (B-Car) No. WD-22062-S-04	88
3	Bogie Freight Brake Van type ' <u>BVCM</u> '	As per latest RDSO specification	RDSO Index Drawing No: WD-09107-S-01 and Diagram Nos. WD-15009-S-02 with General Arrangement WD-17039-S-03 relating to RDSO specification of June 2017	2

Note: - These Wagons shall conform to the requirements of latest General Standard Specification issued by RDSO. PRCL will favourably consider bids for BLSS rakes if they are found to be technically acceptable and financially competitive.

- 2.2 RDSO drawings and specification as mentioned above and required for submission for bid may be obtained directly on payment from RDSO, Lucknow.
- 2.3 The quantities of wagons indicated above shall be delivered in the form of standard container rakes approved for regular operation by IR, progressively with each rake consisting of 4 BLSS-A and 44 BLSS-B wagons plus 1 Brake Van (total composition of 48 wagons plus 1 BVCM). However, final rake formation/composition shall be advised by the PRCL at the time of placement/execution of the order.
- 2.4 The above quantities of wagons are tentative. PRCL reserves the right, to decrease/ increase the tendered quantity of wagons in each type while ordering or discharge the tender entirely without assigning any reason whatsoever.

3.0 DELIVERY SCHEDULE:

- 3.1 Delivery to commence as early as possible to be supplied in rake formation as under:

To Supply first rake within **150 Days** from the date of issuance of Letter of Acceptance (LOA) and supply of the second rake to be within 180 Days from the date of issuance of Letter of Acceptance (LOA).

- 4.0** This tender notice and documents are available on the website www.pipavavrailway.com. The intending bidders must submit the tender cost ₹10,000/- plus GST@18% through e-payment or demand draft in favour of Pipavav Railway Corporation Limited payable at New Delhi and download the Tender Document.
- 5.0** Tenderers should ensure to submit all pages of tender document (pages 1 to 39) duly signed on all pages by the authorized signatory of the bidder for acceptance of all conditions of tender. Further, copies of all documents submitted by the bidder should be duly signed by the authorized signatory on all pages.

6.0 CLARIFICATION ON BID DOCUMENTS:

Any clarification on bid documents can be sought in writing/email which should reach this office within **10 days after the NIT date**.

- (i) The clarifications would be made during the pre-bid meeting or will be furnished in writing/email within **07 (seven) days** of receipt of such letter/ email. It would also be posted on the PRCL's website. All such clarifications shall form part of bidding document and shall accompany the bidders' proposal.
- (ii) Normally request for extension of the date of submission of bid will not be entertained.

Section-2

INSTRUCTIONS TO BIDDERS

1.0 GENERAL:

- 1.1 PRCL (hereinafter also referred to as “the Purchaser”) invites bids for supply of wagons as set forth in the 'Schedule of Requirements' as contained in table 2.1 of Section-1 and Delivery Schedule indicated in Clause 3.0 of Section-1.
- 1.2 The tenderers should go through the entire tender documents carefully before submitting the bids and shall submit the same in terms of Clause 5 of Section-1 as a token of acceptance of PRCL conditions of contract. All the Technical bids received (within scheduled time) shall be opened on the date and time mentioned in the tender notice in presence of bidders/their authorized representative participated in the tenders. If the opening date of tender happens to be a holiday, the technical bids shall be opened on next working day at same venue and time. “Financial Bid” of the technically qualified bidders shall be opened on a subsequent date which will be notified to technically qualified bidders. The sequence of opening shall be as follows:
- (i) Stage-1: - Opening of Technical Bids: Technical bids with requisite tender cost and the EMD shall only be considered for technical evaluation.
 - (ii) Stage-2: - Opening of Financial Bids: Financial bids of the Technically qualified bidders only (as per Stage-I above) shall be opened on the subsequent date and the same will be intimated to all technically qualified bidders so that they can attend the opening of financial bids if they want or authorize their representative to witness the same.

2.0 TECHNICAL QUALIFICATION REQUIREMENTS:

- 2.1 The tenderer's name must appear in the approved list of RDSO, holding a G-105 certificate issued by RDSO, valid on the date of opening of tender, and should also submit a self-certified copy of the same along with their offer.
- 2.2
- (i) The tenderer must have supplied a minimum of 48 Nos. of similar types wagons against Railway Board's order or against WIS/MWIS/Leasing Schemes of Railways or supplied to CTOs approved by Indian Railways/ Private entities, during the last five financial years ending March 2026.
 - (ii) Out of these at least 24 wagons should have been inspected and dispatch memo should have been issued by RDSO. The tenderer should submit self-certified statement regarding the satisfactory performance of the wagons manufactured by the bidder along with the copy of certificate/dispatch memo issued by RDSO.
 - (iii) PRCL may verify the satisfactory performance of the wagons manufactured and supplied by the bidder to the Railways/CTOs/RDSO/Private entities and Govt. PSUs.
- 2.3 Bidders shall submit an undertaking along with evidence for establishing their capacity in terms of supply of number of BG bogie wagons or equivalent per month made by the bidder during the last 12 months ending in March 2026.
- 2.4 Procurement of the item is restricted to Class-I local suppliers only (having local content equal to or more than 50%) and the vendors who do not qualify to be Class-I local suppliers should not quote in the tender as their offers shall not be considered for any ordering. In case any vendor who does not qualify to be a Class-I local supplier for the tendered item participates in the tender it does so at its own risk and cost and PRCL shall not be liable for any loss or damage caused to the vendor.

3.0 PURCHASE PREFERENCE FOR MAKE IN INDIA:

- 3.1 The purchaser shall take due consideration of Public Procurement. (Preference to Make in India) Order, dated 15.06.2017. In this regard, MoR letter No. 2015/RS(G)/779/5 dated 03.08.2017, which was revised vide MoR letter No. 2020/RS(G)/779/5 dated 12.06.2020 and further revised vide Public Procurement (Preference to Make in India) Order, dated 16.09.2020 circulated vide MoR letter No. 2015/RS (G)/779/5 (Vol. III) dated 25.09.2020, and as may be further revised from time to time, may be downloaded from MoR's website under the link of circulars of Stores Date.

Local content: For the purpose of above policy, the minimum local content for Class-I supplier shall be 50%

As per para 9(b) of Make in Indian Policy letter dt.16.09.2020, as procurement value is in excess of ₹10 Crores, the Class-I local supplier are required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- 3.2 Procurement under this tender shall comply with Clause 10(d) (ii) of Public Procurement (Preference to Make in India) Order, dated 16.09.2020 which states "Entities of countries which have been identified by the nodal ministry/department as not allowing Indian Companies/entities to participate in their Government procurement for any item related to that nodal ministry shall not be allowed in participation of bidding for all item related to that nodal Ministry, except for the list of the item published by the permitting their participation.
- 3.3 In pursuance of Ministry of Finance, Department of Expenditure Order (Public Procurement No. 1 and 2) dated 23.07.2020 tenderer shall comply with following guidelines and submit certificate as per **Annexure-5**.
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority viz., Department for Promotion of Industry and Internal Trade (DPIIT) of Government of India.
 - II. "Bidder" (including the term 'tenderer', 'contractor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (III) above will be as under: -

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

4.0 CHANGING THE TYPE WISE COMPOSITION OF RAKES FOR BLSS WAGONS:

PRCL reserves the right to change the type wise compositions of rakes of BLSS wagons in the form of Rake consisting of 4 BLSS-A wagons, 44 BLSS-B wagons and 1 Brake Van or in any other combinations.

5.0 CONTRACTS MADE UNDER THIS TENDER WILL BE GOVERNED BY:

- 5.1 Terms & Conditions of Contract for supply of wagons as contained in Section-1, Section-2 and Section-3.
- 5.2 RDSO Specification G-72 and G-105 and specification and drawing mentioned in the tender document.
- 5.3 Accepted conditions in the offer forms.

6.0 PARTICULARS, SPECIFICATION AND DRAWING:

- 6.1 The IS/BIS Specification wherever relevant may be obtained on payment from Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zaffar Marg, New Delhi-110002 (Website: www.bis.org.in).
- 6.2 Indian Railways Standard Specification, and RDSO's technical specifications and Drawings mentioned in the attached schedule of requirements may be obtained on payment directly from Executive Director/Standards (Wagon), RDSO, Manak Nagar, Lucknow-226011. (Website: www.rds.indianrailways.gov.in).

7.0 PREPARATION OF TENDER & BID SUBMISSION:

- 7.1 Tenderers must fill in the Techno-commercial offer in the bid forms according to the check list in **Annexure-9** and attach scanned copies of all supporting documents.
- 7.2 All the mandatory fields of the Techno-commercial offer in Bid forms and financial offer form including basic rates, GST, or any other taxes/-duties which may become applicable during the currency of the contract have to be filled up by the tenderer. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the tenderer. All-inclusive rates on FOR ex-station of dispatch basis shall be quoted by the tenderer at the time of submission of offer.
- 7.3 Tenderers should separately indicate ex-station of dispatch price, GST or any other tax applicable for each type of wagons. In cases where the taxes and duties are not mentioned separately, price shall be considered as inclusive of all taxes and duties and no payment of taxes/duties shall be payable by PRCL in such cases over and above the quoted/accepted price.
- 7.4 Conditional discounts (viz. Discounts/Rebates having linkage to quantity, payment, inspection agency, destination, delivery place etc.) will not be considered for adjudging the inter-se ranking of bids. Tenderers can quote unconditional discount (if any) in the specified place mentioned in the Financial Bid Form only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Purchaser, however, reserves the right to avail such discount in case of placement of orders on such tenderers.
- 7.5 Tenderers should indicate the names and addresses of their Bankers along-with complete bank account details for the purpose of payment.
- 7.6 The tender is liable to be ignored and rejected if complete information, as asked for, is not given.

8.0 PERFORMANCE STATEMENT:

- 8.1 Bidder must fill and submit the enclosed Performance Statement as given in the **Annexure-4** along with their bids with supporting documents (purchase order copies and proof of supply etc.).

9.0 DEVIATIONS:

- 9.1 Tenderer shall not be allowed to deviate from any standard terms and conditions of tender documents. No deviation in the techno-commercial, eligibility criteria, and price format shall be accepted.

However, minor deviations, if any should be brought out by the tenderer in the statement of deviations as per **Annexure-3** and to submit the same with their bid. The Tender Committee shall have the sole discretion to accept or reject such deviations.

10.0 SIGNING OF TENDER:

10.1 An individual signing the tender or other documents connected with the contract must specify whether he has signed as:

- i. 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii. A Partner of the firm, if it be a partnership concern in which case, he/she must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney.
- iii. Constituted Attorney/Board authorization of the firm, if it is a Company.

Note:

- (i) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either case, attested by a Notary Public, should be furnished or affidavit on stamp paper by all the partners admitting execution of the partnership agreement or general power of attorney should be furnished.
- (ii) In the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- (iii) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if, on enquiry, it appears that the person so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
- (iv) Each page of all the documents submitted with the offer, if any, should be signed by the tenderer.
- (v) A list of authorized persons along with specimen signatures empowered to sign on behalf of the entity participating in the tender should be submitted along-with the offer.

11.0 EARNEST MONEY DEPOSIT:

The Earnest Money of ₹10,00,000/- (Rupees Ten Lakhs only) acceptable in the following form should be remitted along with the submission of the technical bid:

- i. Demand Draft/Bankers Cheque in favour of Pipavav Railway Corporation Limited, payable at New Delhi
- ii. Online transfer to PRCL account no. 34542647710 with State Bank of India, Rail Bhawan Branch, New Delhi 110001 (IFS Code – SBIN0003771)

Note:-

- (a) Details of Earnest Money ₹10,00,000/- (Rupees Ten Lakhs Only) deposited and cost of tender document ₹10,000/- (Rupees Ten Thousand Only) plus GST@18%, if downloaded from PRCL website should be submitted along with supporting documents.
- (b) PRCL shall not be liable to pay any interest on the EMD amount submitted by the bidder/tenderer.

12.0 DOCUMENTS REQUIRED TO BE SUBMITTED BY THE BIDDER:

- 12.1** As bids are invited under single stage two (2) packets tendering system hence, tenderers are required to submit their offer in two packets – one containing technical bids and second containing financial bids, clearly mentioning on packet one - **tender number, due date and technical bid**. On packet two it should clearly mention as **financial bid in bold letters**. Both the packets shall be submitted in one sealed envelope before scheduled date and time.

- **The 1st packet to be submitted should contain technical bid, requisite EMD along with the declaration, as in Annexure-2 and tender cost.**
- **The 2nd packet submitted should be Financial Bid only.**

12.2 CONTENTS OF TECHNICAL BID:

- i. A copy of the Permanent Account Number PAN and GST Number of the bidder/firm.
- ii. Self-Certified copy of G-105 Certificate issued from RDSO valid on the date of tender opening.
- iii. Power of Attorney in support of the person or persons signing on behalf of the Bidder (Sole Proprietor).
- iv. In case of the tenderer being a Limited Company, an authenticated copy of the document, which authorizes the signatory to fulfill its commitments on behalf of the said Limited Company, shall accompany the offer.

Note: Cancellation of any document such as Power of Attorney, Partnership Deed etc. shall be communicated forthwith to PRCL in writing, failing which PRCL shall have no responsibility or liability for such an action taken on the strength of the said documents submitted earlier or on the basis of the amended documents.

- v. Bid submission letter with declaration from the bidder (**Annexure-1**) duly completed, stamped and signed.
- vi. Audited financial statements along-with audit Report for the previous 3(three) financial years ending March 2026.
- vii. **Statement of Deviation from terms and conditions of the tender (Annexure -3)**
No deviation to essential Technical and Commercial conditions (Like technical specification, payment, Delivery Schedule, Taxes, Validity of offer, Submission of Earnest Money declaration as mentioned herein, security deposit) shall be permitted to the tenderer. Offers not complying with essential technical and commercial requirements of the tender shall be declared ineligible for award of contract. However, PRCL may waive off any minor infirmity or non-conformity in a bid provided such waiver does not prejudice or affect the relative ranking of any bidder. PRCL's decision thereon shall be final and binding on the bidders.

- viii. Bidders submitting their bids through downloaded document have to give an undertaking that the contents of the bidding documents have not been altered or modified and no page is missing. If any discrepancies between the downloaded version and the original version of bid document on sale/put on website are found, the latter shall prevail. For bidding through downloaded document, bidder shall be required to pay requisite tender documents fee and the proof for the same should be submitted along with the bid.
- ix. **Validity of Offer:** Offers should be valid for a period of **120 days** from the date of opening of bid. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.
- x. If **bidder** has their own drawings approved by RDSO, then the same should be provided along with the bid.
- xi. Bidder must fill the performance statement enclosed as Bid form in **Annexure-4** and submit the same along-with their bid. The bidders shall submit along with their bid, documentary evidence issued by RDSO in the form of dispatch particulars of minimum 48 Wagons supplied against Railway Board's Orders or against Railway Board's WIS/MWIS/Leasing Schemes or supplied to CTO's approved by Indian Railways/ private entities, during the last five financial years ending March 2026.
- xii. Self-certification that the item offered meets the local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of ₹10 Crores, the 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing-chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- xiii. Certification for compliance of "Bidder of a country which shares a land border with India" as in **Annexure-5**.
- xiv. Duly filled and signed check list as per **Annexure-9** of Section 4 to be attached along with forwarding letter of technical bid.

12.3 CONTENTS OF FINANCIAL BID:

- (i) The applicable Financial Bid to be submitted in prescribed format as per **Annexure-6**.
- (ii) Tenderers should show discount in the Financial Bid at nominated place only, instead of anywhere else in the offer. Discount not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Conditional discount will not be considered for adjudging the inter-se position i.e. rate quoted without any condition attached (viz. Discount/ Rebates having linkages to quantity, payment, Inspection Agency, destination, delivery place etc.) will only be considered for evaluation purpose. In other words, discounted rates linked to quantities, prompt payment etc. will be ignored for determining inter-se position. However, the advantage of discount offered will be taken in case bid is accepted for placement of offer.

Note: No modification in the bid will be allowed subsequent to the deadline for submission of offer.

12.4 SUBMISSION OF DOCUMENTS:

All the documents mentioned in the Section-4 (List of Annexures) are required to be submitted along with the Bids. Along with these, bid invitation schedule of requirement and delivery schedule in Section-1 and instructions to the bidders in Section-2 and terms and conditions in Section-3 have to be signed in token of awareness and acceptance to be enclosed along with the technical bid.

13.0 PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN:

- 13.1 Tenderer should note that the offer should remain open for a period of 120 days from the date of tender opening. In case of withdrawal or offer with a validity period less than that, shall be summarily rejected and the EMD deposited by the bidder shall also be forfeited.
- 13.2 Bids with vague and indefinite expression such as "subject to immediate acceptance" "subject to prior sale" or similar other conditions WILL NOT be considered.

14.0 OPENING OF TENDER:

- 14.1 Tender boxes will be opened on specified day and time as mentioned in the tender documents.
- 14.2 Tenderers, if willing can attend Tender opening Technical Bid (packet -1) in PRCL office.
- 14.3 PRCL does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that tenderers cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice.
- 14.4 The formal date of opening of tender will be deemed to be the date on which the technical bid (packet 1) is opened.

15.0 PRICES:

- 15.1 The price should be quoted in Indian Rupees (INR) per Wagon for delivery on Ex-station of dispatch basis. The bidder shall quote the price for each type of wagon separately in the format as per **Annexure-6** both in words and figures. In case of discrepancy, price quoted in words will only be considered.
- 15.2 All prices and other information like discounts etc. having bearing on the price shall clearly be indicated in bid form i.e. in the prescribed -price format only. **Prices shall not be mentioned in the Technical Bid. Technical Bid containing Financial Bid shall be summarily rejected.**
- 15.3 All type of applicable Taxes including GST should be clearly mentioned as in **Annexure-6**. Only statutory variations in the taxes and duties levied by the Government(s) within the original validity of the contract will be considered. **Payment of GST will be made on submission of documentary proof that the amount has been deposited with the concerned authorities and reflection of the same to the credit of PRCL on GST portal.**
- 15.4 The bidder shall separately mention all type of Taxes/duties/any statutory levies as may be applicable. PRCL will not bear any additional levy/charges over and above the quoted price such as Octroi Charges, Entry Tax, Exit Tax etc. if taxes/GST/any other levy, not being specifically mentioned, price quoted will be considered all inclusive and no further claim thereon would be entertained.

16.0 ULTIMATE CONSIGNEE:

- 16.1 Commissioning (i.e. fit for intended commercial operations) of the Wagons (supplied by the manufacturer/supplier) are required to be made as per ultimate consignee particulars, i.e. at any place as advised by PRCL. The representative of the manufacturer/supplier has to be present during the commissioning of the Wagons.

17.0 FREIGHT:

After the delivery of Rakes from the dispatch station near works/ manufacturer's unit, all charges (including freight charges) will be paid by PRCL.

18.0 IMPORTANT SUB-ASSEMBLIES /COMPONENTS/ MATERIALS:

- 18.1 No free supply items will be provided to the successful tenderers.
- 18.2 Steel, CTRB and Wheel sets and all other requisite material will be purchased by the successful tenderers as per the following conditions:
- i. CTRB will be purchased by the suppliers (or successful tenderer) from RDSO approved sources only, duly inspected by RDSO/Lucknow. Documentary evidence for procurement of CTRB from RDSO approved sources and proof of inspection by RDSO shall be submitted at the time of inspection of wagons by RDSO.
 - ii. Steel will be procured by the supplier (or successful tenderer) from the integrated steel plants from whom Railway Board is procuring these items. Steel will be procured on the basis of the Mill's Test Certificate of the steel producer. Documentary evidence for procurement of steel and Mills Test Certificate of the steel producer from where steel is procured shall be submitted to RDSO at the time of inspection of wagons.
 - iii. Wheel sets will be purchased directly by the supplier (or successful tenderer) from Rail Wheel Factory, Bangalore or any other source including import from the RDSO approved suppliers, who can supply to RDSO Drawing/specification WD-15020/S-1-Wheel & Axle Assembly for 25 T axle load bogie with 'K' class CTRB. Documentary evidence for purchase of wheel sets from RWF/ Authorized manufacturer shall be submitted to RDSO at the time of inspection of wagons.

19.0 EVALUATION OF BIDS:

- 19.1 PRCL will evaluate the bids in 2 stages. In the 1st stage, Technical Bids and in 2nd stage, Financial Bids of the technically qualified bidders.
- 19.2 To assist the examination, evaluation and comparison of bids, PRCL may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response thereto shall be sent in writing within the specified timelines and no change in quoted price or substance of the bid shall be permitted.
- 19.3 Financial Bid shall not be submitted along-with the clarifications sought for in the Technical Bid (Packet-1) in any form or manner. Clarifications on the Technical Bid containing Financial Bid shall be summarily rejected.
- 19.4 Technically qualified bids will further be evaluated on the basis of all-inclusive quoted ex-station of dispatch price on per rake basis for ranking purposes. For the purpose of ranking, composition of rake (BLSS) will be 4 BLSS-A wagons and 44 BLSS-B wagons with one Brake Van-BVCM.

- 19.5 Variation (both plus and minus) in the rate of GST after the closing date of tender as indicated herein, but within the contractual delivery period will be on account of PRCL. Any increase in GST during extended period of the contract will be on account of bidder/supplier and will not be payable by PRCL. However, PRCL will avail benefits of decrease in GST, if any. In case of applicability of any additional Octroi/Entry Charges at any of the destination(s), during extended delivery period, PRCL will not bear the same.

20.0 COMPLIANCE WITH THE GST LAW:

- 20.1 All the tenderers should ensure that they are registered under GST Law and are GST compliant and their quoted tax structure/ rates are as per GST Law.
- 20.2 The basic price quoted by the tenderer should be exclusive of GST on the finished wagon (and should be clearly stated to be so) which will be paid by the PRCL, if legally leviable at the rate applicable on the date of supply as specified in the acceptance of tender. Present applicable rate of taxes and duties should be clearly quoted. In case of not mentioning of the taxes and duties separately, price shall be considered as inclusive of all taxes and duties.
- 20.3 Imposition of any fresh taxes/ duties or other levies or increase in any existing taxes, duty or levies on components or raw materials procured by the successful tenderers will be payable by PRCL within the original validity of the contract.
- 20.4 If the tenderer intends to seek reimbursement of any other additional duties/ charges, the same must be clearly stated, specifying the rates of such duties/ charges. In the absence of any such stipulation it will be presumed that the prices include all such charges and no claim for the same will be entertained. PRCL will not reimburse any other duty, Entry Tax or other taxes.

21.0 CARTEL FORMATION:

- 21.1 The Tenderers are expected to quote most competitive prices. Formation of any kind of cartel by bidders/tenderers is strictly prohibited as far as this tender is concerned.
- 21.2 Wherever all or most of the tenderers quote equal rates and cartel formation is suspected, PRCL reserves the right to place order on any one or more of the bidders, by excluding the others, without assigning any reason(s) whatsoever.
- 21.3 PRCL reserves the right to reject the offers of all those bidders/tenderers who are suspected to have formed a cartel, and quoted accordingly.

22.0 TRANSIT INSURANCE:

- 22.1 Supplier shall be responsible to undertake Insurance of all the wagons supplied till the successful commissioning of the rake at the destination station.
- 22.2 PRCL will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at destination.
- 22.3 In the event of any mishap causing damage to the rolling stock, if found on manufacturers account, the supplier/manufacturer shall indemnify the PRCL for full reimbursement of the damage cost/loss suffered, including loss to railways due to damage of track/sleepers/other equipment and infrastructure or any other loss if the enquiry committee attributes the cause of accident on any wagon supplied by the manufacturer.

23.0 TERMS OF DELIVERY:

- 23.1 The delivery of rakes is required by the date(s) stated in the document on “Bid Invitation and Schedule of Requirement” (Clause 3.0 of Section-1). However, early deliveries will be preferred and appreciated.
- 23.2 Delivery terms will be on ‘FOR station of dispatch’ basis.

24.0 INSPECTION AND QUALITY CONTROL:

- 24.1 Internal Quality Control - Each wagon builder would have to appoint, at his own cost, a third-party quality control agency (TPQCA) of international repute, selected from the standing panel of QCI at each facility on regular basis to provide quality control on items from outsourced manufacturers/suppliers, if not pre-inspected by RDSO, as well as for those items manufactured internally by the supplier within his own unit. Stage-wise quality control reports of TPQCA will be furnished by the supplier at the time of RDSO Inspection. RDSO will be free to carry out spot inspections to verify the effectiveness of TPQCA at any point of time during the manufacturing process. The detailed guidelines may be obtained from RDSO website.
- 24.2 Inspection of major assemblies and finished wagons will be done by Executive Director/ QA, RDSO, Manak Nagar, Lucknow, or by any authorized representatives of RDSO or the competent authority.
- 24.3 (i) On satisfactory completion of inspection of wagons at the works of the manufacturer, RDSO would issue a Dispatch Memo to the Wagon Manufacturer authorizing them to dispatch the wagons.
- (ii) On receipt of above Dispatch Memo, Wagon Manufacturer should approach the nominated Train Examination Supervisor for issuance of 'FIT TO RUN' certificate.
- (iii) On receipt of request from the Wagon Manufacturers, Train Examination Supervisor/ staff would examine the wagons and will issue the necessary 'FIT TO RUN' certificate for movement of the wagons up to the nearest railway station.
- (iv) On receipt of 'Fitness Certificate' from the Train Examination Supervisor, the Wagon Manufacturer should approach the Station Master to take necessary action for drawing out these wagons from the siding of the Wagon Manufacturer upto the nearest station of dispatch.
- (v) The Station Master after drawing out these wagons from the siding of the Wagon Manufacturer would offer the same to the Train Examination Staff for Brake Power check and issuing of BPC so that these wagons can be moved from station of dispatch to the destination station, as may be nominated by PRCL.

25.0 SECURITY DEPOSIT:

- 25.1 The Security Deposit (SD) to be submitted by the successful bidders/tenderers has been fixed at 5% of purchase order value.
- 25.2 The successful tenderers will be required to submit security deposit amount with PRCL within 14 days from the date of issue of Letter of Acceptance (LOA). The same may be submitted in any one of the following modes:

- (i) Bank Guarantee issued by any Scheduled Bank recognized by RBI or
- (ii) Demand Draft issued by any Scheduled Bank in favour of Pipavav Railway Corporation Limited payable at New Delhi or
- (iii) By any electronic modes (RTGS/NEFT).

- 25.3 Wherever Security Deposit amount is submitted in form of Bank Guarantee, the issuing Bank should send the Bank Guarantee directly to PRCL under registered post A.D. Bank Guarantee should be in the prescribed format as enclosed in **Annexure-7**.
- 25.4 Bank Guarantee should have validity for a minimum period of 1200 days after the date of issue. However, if any unforeseen delays occur in fulfillment of the contractual obligations, the supplier will be required to extend the validity of the Bank Guarantee in consultation with PRCL. The request for extension of time period of delivery (if any) shall only be considered by PRCL if the supplier/contractor submits the extended validity document of the bank guarantee in advance which should cover the entire extended period of the contract.
- 25.5 Other clauses regarding liquidated damages for late delivery, force majeure clause, warranty / guarantee, cancellation of contract and settlement of dispute (arbitration clause) will be applicable as mentioned in general terms and conditions of contract for supply of wagons enclosed in Section-3.

25.6 FORFEITURE OF SECURITY DEPOSIT:

PRCL shall be entitled and it shall be lawful on its part to forfeit the said security deposit amount in whole or in part, in the event of any default, failure or neglect on the part of the Supplier in the fulfillment of performance in respect of the contract under reference or any other contract with PRCL or any part thereof to the satisfaction of the Company. PRCL shall also be entitled to deduct from the said deposits any loss or damage which the Company may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said security deposit at its original limit by making further deposits. Further, PRCL shall also be entitled to recover any such claim from any sum thus due, or which at any time thereafter, may become due to the Supplier under this or any other contracts with the Company.

26.0 TERMS OF PAYMENT:

- 26.1 90% of the total cost will be paid on delivery of wagons (in a complete container rake formation) at the station of dispatch and within 10 working days on submission of bill, supported by inspection certificate/dispatch memo from RDSO and Fitness certificate from TXR for moving the rake from factory/works and vehicle guidance summary from the originating station near the manufacturer's location to the destination/commissioning station as advised by the consignee (PRCL).
- 26.2 The balance amount of 10% of the cost will be paid to the supplier on successful commissioning of each rake at the commissioning station of the consignee/purchaser, and after submission of bill for the same, duly supported by a certificate from the authorized representative of PRCL that the wagons have been received in good working condition and commissioned successfully.
- 26.3 All the payments shall be made within a period of 10 working days on receipt of GST compliant invoice to PRCL by the supplier, containing all requisite and mandatory information.

27.0 QUANTITY OPTION CLAUSE:

- 27.1 PRCL reserves the right to increase/decrease the ordered quantity of wagons up to 50% of the total order quantity, as per their requirement, during the currency of the contract on the same price and terms and conditions with suitable modification in delivery period for the revised quantity. In such case, no upward variation in the contracted price shall be permissible.

28.0 ADDRESS OF BIDDER FOR COMMUNICATION:

The bidder(s) shall state their address fully and clearly in their respective bids. Any communication sent to the bidder at his said given address shall be deemed to have been delivered to the bidder in time.

29.0 GENERAL:

- 29.1 The bidder must ensure that the conditions laid down for submission of offers detailed in the preceding clauses are complete and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, shall be summarily rejected.

30.0 PRE-BID MEETING:

A pre-bid meeting shall be held on 7th October 2026 at 16:00 hours at **Civil Services Officers Institute (CSOI), Kasturba Gandhi Marg, New Delhi – 110001.**

Clarifications on queries received from the bidders shall be provided during this meeting. Any additional information required can also be provided, if requested by the bidder. Any queries not submitted earlier by the bidder may be raised and discussed with permission during pre-bid meeting. Written copies of PRCL response including addendum/amendment to bid documents – if any, after the pre-bid meeting (including an explanation of the query without identifying the source of query), will be posted at www.pipavavrailway.com, within seven days after the pre-bid meeting.

31.0 CHANGES IN THE DATE OF BID OPENING:

In case the due date **for opening of tender** is declared a Public Holiday, the tender will be opened at the same time and venue on the next working day. **The bidders/ their authorized representatives may attend tender opening at the time, date and place specified.**

32.0 PRCL RESERVES THE RIGHT TO:

- (i) Extend the date of submission of the tender.
- (ii) Modify the terms and conditions of the Bid.
- (iii) Relax the tender conditions at any stage, if considered necessary for the purpose of finalizing the contract in overall interest of PRCL.
- (iv) To negotiate the rates with the lowest qualified bidder i.e. L-1.
- (v) To give counter offer to other suitable offers in case PRCL considers to place the order on more than one firm.
- (vi) Accept a tender for a part or whole of the quantity offered, reject any tender, may not accept lowest or any tender without assigning any reason. Any such action will not be called into question and the bidder shall have no claim in that regard against PRCL.

33.0 LETTER OF ACCEPTANCE (LOA):

- 33.1 Subsequent to opening of bids, PRCL will notify the acceptance of bid to the successful bidder either through a letter sent by courier/Regd. Post or fax or email. In case of acceptance communicated through fax or email, the same would be followed with a letter sent through courier or post. Date of communication/issue of Letter of Acceptance will be deemed as date of contract. The successful tenderer has to submit unconditional acceptance of the Letter of Acceptance within seven days of date of issue of Letter of Acceptance.
- 33.2 PRCL will be the sole judge in the matter of award of contract and the decision of PRCL shall be final and binding.
- 33.3 Further detailed contract will be issued after receipt of requisite security deposit in accordance with **terms and conditions of the tender documents** as detailed in Clause 25 Section-2.

34.0 RIGHT OF ACCEPTANCE:

PRCL does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rate accepted by the Purchaser.

35.0 SIGNING OF THE CONTRACT:

- 35.1 Subsequent to unconditional acceptance of Letter of Acceptance (LOA) and submission of Security Deposit as a performance guarantee towards successful execution of contract, the bidder would be required to sign detailed Contract Agreement in Two copies i.e. One each for PRCL and the Contractor/Manufacturer/Supplier. The draft contract agreement is attached as **Annexure-8**.
- 35.2 The Tenderer whose tender is accepted shall be required to appear in person (a duly authorized representative) at the PRCL Corporate office at New Delhi and execute the contract agreement within seven days of notice from PRCL for the same. The Contract Agreement shall be signed only after receipt of valid Security Deposit from the supplier as per the terms of the tender documents.
- 35.3 Failure to submit the security deposit within the prescribed timeline shall constitute a breach of the agreement. In such case, PRCL may determine that such a tenderer has failed to fulfill the contractual obligations and thereupon his offer of acceptance shall be treated as cancelled and PRCL shall be entitled to take necessary action including forfeiture of earnest money deposit.

Section-3

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SUPPLY OF WAGONS

1.0 Through these conditions the terms:

- (i) "The Work" includes materials of every kind and every stage of their preparation necessary for carrying out the contract.
- (ii) The "Inspection Officer" means the person, firm or department nominated by the PRCL to inspect the work on his behalf and the deputies of the Inspecting Officer so nominated.
- (iii) The "Contractor" means the person, firm or company with whom the order for the wagons is placed and shall be deemed to include the contractor's successors, representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the contract.
- (iv) The "Sub-Contractor" means any person, firm or company from whom the contractor may obtain any materials or fittings to be used in the construction and manufacture of the work.
- (v) "Drawings" means the technical/engineering drawings (duly approved by RDSO or the notified competent authority) exhibited or provided for the guidance of the contractors.

2.0 PARTIES:

The parties to the contract are the contractor/supplier/manufacture, named in the contract and PRCL (also referred to as "Company" or "Purchaser" or "Consignee")

3.0 EXECUTION OF THE CONTRACT:

The whole contract is to be executed as per the norms and conditions specified in the tender conditions and the Letter of Acceptance (LOA), to the satisfaction of PRCL. The authorized representative of the Company shall have power to reject full/any part of the supply which does not fulfill the contractual conditions. It shall be the responsibility of the Supplier to ensure that the final product supplied to PRCL shall conform to the technical specifications and drawings to the satisfaction of the competent authority.

4.0 TRANSFER AND SUBLETTING OF THE CONTRACT:

- (a) The Contractor shall not sublet (otherwise than that which may be customary in the trade concerned) transfer, assign or otherwise part with directly or indirectly, to any person whatsoever this contract or any part thereof, without the previous written permission of PRCL.
- (b) The Contractor shall be entirely responsible for the work executed by the subcontractor, if any, to the entire satisfaction of the Inspecting Officer (nominated by the competent authority) and for timely execution of the contract in all respects.

5.0 CONTRACTOR'S RESPONSIBILITIES:

- 5.1 The Contractor shall be solely responsible for the execution of the contract in all respect in accordance with the conditions of contract notwithstanding any approval, which the Inspecting Officer may have given of materials or other parts of the work involved in the contract or of test carried out either by the contractor or by the Inspecting Officer.

- 5.2 The manufacturer/supplier/contractor shall be solely responsible for fulfillment of all mandatory/statutory/legal obligations/dues and compliances towards the relevant agencies/Governments, and PRCL shall not be liable or responsible for fulfillment/discharge of such obligations/responsibilities. Some of such obligations for example those included in Payment of Wages Act, Workman Compensation Act, Factories Act, etc. and similar labour and other statutory laws.

6.0 INDEMNITY:

The Contractor shall at all times indemnify PRCL against all claims which may arise in respect of the said work for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of patent, registered design or trade mark being made against PRCL, the Company shall notify the contractor of the same and the contractor shall be at liberty but at his own expense, to conduct negotiations for the settlement of any litigation that may arise therefrom.

7.0 PROGRESS OF THE CONTRACT:

If for any reason whatsoever, other than those specified in Clause 13 below, the contractor's preparation for the commencement of the supply or any portion of it, or his subsequent rate of progress be so slow, that in the opinion of the Inspecting Authority, whose decision shall be final, the Contractor shall be unable to complete the supply as agreed upon or should the Contractor fail to deliver the rakes in conformity with the contract in any respect or fail to perform the contract except for any reason other than those specified in clause 13 below, or should be adjudged insolvent, or enter into any arrangement with his creditors adversely affecting supplies, or a company being wound up (either compulsorily or voluntarily), PRCL shall have the power to terminate the contract by notice in writing, in which case the contractor shall be held liable for liquidated damages for delay and for any expense, loss or damage which PRCL may be put to incur or sustain by reason of the termination mentioned above. 14 days' notice shall be given to the Contractor if the contract is proposed to be terminated before the expiry of the stipulated date of delivery or the extension thereof.

8.0 FAILURE AND TERMINATION:

If the Contractor fails to deliver the wagons or any installment thereof within the period fixed for such delivery in the schedule or as extended or at any time repudiates the contract before the expiry of such period, for any reason whatsoever other than those specified in Clause 13 below, PRCL may, without prejudice to other rights:

- (a) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum as specified in Clause 12 below, or
- (b) Cancel the contract or a portion thereof with forfeiture of Security Deposit and to have the wagons manufactured from another source at the risk and cost of the Contractor. PRCL shall have the final right in this regard including recovery of any additional amount required to be made from the contractor.

9.0 RELAXATIONS/ALTERATIONS/DEVIATIONS IN THE SCOPE OF SUPPLY:

- 9.1** PRCL may require alterations/deviations to be carried out in the scope of supply during its progress, as may be deemed necessary. All such alterations/ deviations shall be expressly permitted by PRCL or RDSO only. No relaxations/deviations/ alterations in the work during its progress shall be made by the contractor unless the same have been permitted by RDSO or PRCL. The escalation/reduction in cost resulting from such relaxations/alterations/deviations shall be mutually agreed upon by the parties prior to the commencement of the work failing which the decision of PRCL in this regard shall be final and binding on the contractor.
- 9.2** Consolidated statement incorporating all the relaxations/alterations/ deviations made during the execution of the order separately for each type of wagon with the financial implications as already agreed upon as well as not agreed to between the parties or where the cost of escalation/reduction could not be decided earlier shall be submitted by the Contractor duly certified by the RDSO to PRCL immediately but in any case not later than three months from the date of the completion of the order for each type of wagon. After due consideration of the final implications of all such relaxation/ alterations/deviations as per the aforesaid final statement, PRCL shall determine the amount, if any, that shall, on the account payable to/ recoverable from the contractor. The decision of PRCL in this regard shall be final and shall not be subject to any arbitration/legal proceedings.
- 9.3** If the Contractor defaults in submission of the aforesaid statement within the time period stipulated in clause 9.2 above, it shall be open to PRCL at its discretion, to assess the estimated amount of reduction in the cost of each type of wagon recoverable from the Contractor in terms of the relaxations/alterations/deviations permitted to the Contractor without any further reference to the latter. The decision of PRCL in this regard shall be final and shall not be subject to any legal proceedings/arbitration.

10.0 INSPECTION:

The Contractor shall inform the Inspecting Officer when the supply is ready for Inspection giving him sufficient notice (minimum of seven days) to enable him to inspect the same. No supply shall be considered complete in accordance with the terms of the contract until the Inspecting Officer has certified in writing that it has been inspected and approved by him.

Irrespective of any inspection and tests conducted by the Inspecting Officer, the contractor shall provide adequate supervision at all stages of the supply and ensure fulfillment of all technical specifications laid down in the contract before offering for final inspection. The contractor shall also provide facilities and space satisfactory to the Inspecting Officer to lay out and display for his inspection, parts/components to be used in the work at such stages of manufacture as the Inspecting Officer may direct and shall satisfy the Inspecting Officer that adequate provision has been made (i) to carry out his instructions fully and with promptitude, (ii) to ensure that parts required to be inspected before use are not used before inspection; and (iii) to prevent rejected parts being used. Where parts previously not approved have been rectified or altered such parts shall be segregated for separate inspection and approval before being used for the supply.

In addition to the officials from inspecting agencies like RDSO, the Company also reserves the right to depute a team of its officials and experts to visit the manufacturing plant and to conduct inspection at any stage of the manufacture of wagons. The manufacturer/supplier shall provide access and requisite facilities for the inspecting officials, as and when required.

11.0 DELIVERY:

The contractor shall deliver the wagons on FOR basis at the place or places detailed in the contract not later than the date or dates specified therein.

The time and date specified in the contract or as extended for the delivery of the wagons shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

11.1 ALLOCATION OF WAGONS:

Markings and other details to be incorporated on the wagons will be done by the manufacturer as advised by the nominated officer of PRCL.

12.0 LATE DELIVERY:

In the event of contractor's failure to deliver the wagons (in a complete container rake formation) by the due date(s) PRCL shall be entitled to deduct as liquidated damages a sum equivalent to one percent of cost of each wagon (per week of delay or part thereof) for which delivery is delayed beyond the agreed delivery date specified in the contract, subject to a maximum of 10% of the total contract value. PRCL shall also be entitled to deduct in addition, the costs of inspection as certified by the Inspecting authority (whose decision shall be final) which may be incurred after the date on which the wagons ought to have been delivered.

If such failure to deliver any of the wagons by the due date mentioned above is due to any of the force majeure conditions mentioned in Clause 13 or due to any cause which PRCL considers reasonable, the Company may either allow such additional time as may be considered to be justified by the circumstances of the case and may forgo the whole or such part of his claim for damages as it may consider reasonable (the decision of PRCL thereon shall be final) or may terminate the contract in which case no damage shall be claimable by either party.

13.0 FORCE MAJEURE CONDITION:

Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance.

If there is delay in performance or other failures by the contractor to perform its obligation under its contract due to event of a Force Majeure, the contractor shall not be held responsible for such delays/ failures.

If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.

If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

14.0 CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT:

The contractor shall pay all charges for stamping, painting, marking, weighing, protecting or preserving patent rights, drawings, photographs, pamphlets, models and gauges and for all such measures as PRCL or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provisions thereof may not be made in the specifications or drawings.

15.0 WARRANTY/ GUARANTEE:

The rakes supplied by the manufacturer shall be under a warranty period of 30 calendar months after the date of delivery to PRCL or 24 months from the date of successful commissioning, whichever is later. Within such warranty period the manufacturer shall at its own cost remove the defects from the wagons within specified time. However, in case of failure of manufacturer to rectify the defect, PRCL shall be at liberty to rectify the defect after communicating the same to the manufacturer in writing. The cost of such rectification and business loss as reasonably considered to be fair cost by the PRCL, shall be payable by the contractor on demand in case of the failure of the contractor to do so, the amount shall be deducted from any amount due to the contractor indicated in the contract or from any amount due to the contractor against any other contract, including the encashment of bank guarantee submitted as security deposit by the contractor. The decision of PRCL shall be final and not be subject matter of any legal dispute or arbitration.

16.0 CORPORATE GOVERNANCE ETHICS:

Any bribe, commission, gifts or advantage given, promised or offered by or on behalf of the contractor or his partner, his agents or servants, or any one on his/ their behalf, to any employee, representative or agent of PRCL or any person on behalf of the Company, in relation to obtaining or execution of this or any other contract with PRCL shall, in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the Company, and also to payment of any loss resulting from any such cancellation to the like extent as is provided in case of cancellation under Clause 8.1 of Section-3 above and PRCL shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question or dispute as to the commission of any offence under the present clause shall be settled by PRCL in such manner and on such evidence or information as may be thought fit and sufficient and decision of the Company shall be final and conclusive on the matter.

17.0 RECOVERY OF SUM DUE:

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, PRCL shall be entitled to recover such sum by appropriating any sum due or which at any time thereafter may become due to the contractor under the contract or any other contract with PRCL if such sum is not found sufficient to cover the full amount recoverable, the contractor shall on demand pay to the Company the balance amount due.

For the purpose of this clause, where the contractor is a partnership firm, PRCL shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

18.0 SETTLEMENT OF DISPUTES (ARBITRATION):

In case of any dispute, matter would be settled through good faith negotiations. If needed, conciliation machinery would be activated. However, in the event of no agreement being arrived, matter would be settled through Arbitration Act in force. Both parties shall nominate a Sole Arbitrator with mutual agreement for adjudication of the matter under dispute. The place of Arbitration shall be New Delhi. The Arbitration proceedings shall be in English.

19.0 LAWS GOVERNING THE CONTRACT:

- (i) This contract shall be governed by the laws of India for the time being in force.
- (ii) Irrespective of the place of delivery, the place of performance or place of payment under the contracts, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

20.0 POWERS:

All powers reserved under the contract shall either be exercised by Managing Director/PRCL or the person authorized by him on his behalf.

21.0 JURISDICTION OF COURTS

The Delhi Courts only shall have exclusive jurisdiction over any dispute arising out of or in respect of this contract.

-X-X-X-X-X-

LIST OF ANNEXURES

Tender No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

ANNEXURE-1	Bid submission with Declaration form for the bidder
ANNEXURE-2	Declaration from Vendor —EMD
ANNEXURE-3	Statement of deviations
ANNEXURE-4	Performance statement
ANNEXURE-5	Declaration by Bidder on restrictions for procurement from the bidder of a country which shares a land border with India
ANNEXURE-6	Financial Bid form for bidders
ANNEXURE-7	Bank Guarantee Bond for Security Deposit
ANNEXURE-8	Contract form
ANNEXURE-9	Check list for submission of tender

Bid submission with Declaration form for the bidder

TENDER No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

To

**Pipavav Railway Corporation Limited
B-1202(B Wing), 12th Floor Statesman House,
148-Barakhamba Road,
New Delhi-110001**

Dear Sir/ Madam,

1. After examining/reviewing the bid documents for Supply of:
 - i. Bogie Container Flat wagon type 'BLSS-A' 8 Nos.
 - ii. Bogie Container Flat wagon type 'BLSS-B' 88 Nos.
 - iii. Bogie Freight Brake Van type 'BVCM' 2 Nos.including Bid Invitation and schedule of requirement (Section-1), Instructions to Bidders (Section-2) and General Terms & Conditions (Section-3), we are submitting our Bid. The deviations from the above terms & conditions are only those mentioned in the enclosed **Annexure-3**.
2. We declare that we are manufacturers of.....
3. We are equipped with adequate machinery for production, quality control and testing of the materials manufactured and used by us.
4. We certify that we fully comply with the technical qualification requirements stated in Clause 2.0 of instructions to Bidders in Section-2 and have enclosed the documentary proof in respect of compliance.
5. If considered for order, we have the annual capacity to manufacture number of types of wagons required.
6. The prices quoted in Financial Bid (Separate Packet) are F.O.R.....(indicate station of dispatch).
7. Place of manufacture:
8. We agree to the Warranty/Guarantee clause as per terms and Conditions of the Contract for supply of Wagons.
9. We enclose the following statements as required by the Purchaser (with reference to clause 12.0 of instructions to bidders in Section-2)

(a) Technical Bid Form (1st Packet)

(b) Financial Bid Form (2nd Packet)

Financial Bid as per **Annexure-6**, i.e. Financial offer in a separately sealed cover will be opened only for Technically qualified tenderers, fulfilling the Techno Commercial conditions.

10. **VALIDITY**

We agree to keep our offer valid for acceptance for a period of 120 days from the date of tender opening.

11. If our bid is accepted, we will deposit the Security Deposit equal to 5% (Five percent) of the contract value for successful execution of contract within 14 (Fourteen) days of issue of Letter of Acceptance (LOA) by PRCL.

12. Until a final contract is prepared and executed, the bid documents together with our written acceptance thereof in reference to Letter of Acceptance (LOA) shall constitute a binding contract between PRCL and the Bidder/Tenderer.
13. We understand that PRCL is not bound to accept the lowest price or any bid that the Company may receive.

Signed by the tenderer

Name.....

Designation....

Address

.....

Date:

Telephone No.-

Mobile No.-

Email:

FAX No.-

Enclosures: as above

ANNEXURE-2

Declaration from Vendor —EMD

TENDER No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

**Pipavav Railway Corporation Limited
B-1202 (B Wing), 12th Floor Statesman House,
148-Barakhamba Road,
New Delhi-110001**

Dear Sir/Madam,

Sub: Declaration from Vendor —EMD regarding

We hereby understand and accept that if, we withdraw or modify my/our bids during the period of validity, or if we are awarded the contract and on being called upon to submit the Security Deposit and fail to submit the Security Deposit before the deadline defined in the tender document, the EMD shall stand forfeited.

Signed by the tenderer

Name.....

Designation....

Address

.....

Date:

Telephone No.-

Mobile No.-

Email:

FAX No.-

ANNEXURE-3

STATEMENT OF DEVIATIONS FROM TERMS & CONDITIONS OF THE TENDER

TENDER No. **PRCL/Rake Procurement/01/2026 dated 22/09/2026**

NAME OF TENDERER: _____

S. No.	Reference to terms and conditions of Tender	Deviations in the Offer	Remarks

Signed by the tenderer

Name.....

Designation.....

Address

.....

Date:

Telephone No.-

Mobile No.-

Email:

FAX No.-

ANNEXURE-4

PERFORMANCE STATEMENT
(STATEMENT OF DETAILS OF PAST SUPPLIES, CURRENT OUTSTANDING ORDERS & SERVICE PERFORMANCE)

TENDER No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

NAME OF TENDERER:.....

Sl. No.	Name of earlier Purchasers (including Railways) with address	Order no. & date	Total value of order (in INR)	Ordered Quantity (no. of wagons)	Quantity supplied (no. of wagons)	Original delivery period (no. of days)	Pending Quantity (no. of wagons)	Extended Delivery period (no. of days)	Expected date of completion	Present Status

- The tenderer shall submit self-certificate of satisfactory performance of the wagons supplied by them. PRCL may choose to verify the same from IR/ Recipient of the wagons.
- Details of all the orders during previous 5 years till the date of submission of tender must be indicated.

Signed by the tenderer
Name.....
Designation....
Address

.....

Date:
Telephone No.-
Mobile No.
Email:
FAX No.-

Declaration by Bidder on restrictions for procurement from the bidder of a country which shares a land border with India

Tender No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

Pipavav Railway Corporation Limited
B-1202(B Wing), 12th Floor Statesman House,
148-Barakhamba Road, New Delhi-110001

Dear Sir/Madam,

Ref: TENDER No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

I have read the clauses regarding restrictions on procurement from bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable evidence of valid registration by the competent Authority shall be attached]

Signed by the tenderer

Name.....

Designation....

Address

.....

Date:

Telephone No.-

Mobile No.-

Email:

FAX No.-

(To be submitted separately in packet -2 only)

FINANCIAL BID FORM FOR BIDDERS**(Please see Clause 12.3 and Clause 15 to 27 of Instructions to Bidders (Section2))**

To,

Pipavav Railway Corporation Limited
 B- 1202 (B-Wing), 12th floor Statesman House,
 148- Barakhamba Road
New Delhi – 110001 (INDIA)

Dear Sir/Madam,

Ref: Tender No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

(1) We _____ hereby certify that we are established firm of manufacturer/authorized agents* of M/s. _____
 _____ with factories at _____. We hereby offer to supply BLSS wagons along with brake van in rake form
 as per the price indicated below according to the delivery schedule in Clause 3.0 of Section-1, Bid invitation.

SN	Description	Supply of 98 Bogie Container Flat wagon type ('BLSS-A' 8 Nos., Bogie Container Flat wagon type 'BLSS-B' 88 Nos., Bogie Freight Brake Van type 'BVCM' 2 Nos.)
1.0	As per latest RDSO specification: <u>(i) BLSS-A WAGON:</u> (A&B-CAR)- <u>(ii) BLSS-B WAGON:</u> (A&B-CAR)- <u>(iii) Brake Van:</u>	Drawing No. <u>(i)</u> RDSO Index Drawing No: WD-22061-S-01 and General Arrangement (A-Car) No. WD-22061-S-04. <u>(ii)</u> RDSO Index Drawing No: WD-22062-S-01 and General Arrangement (B-Car) No. WD-22062-S-04. <u>(iii)</u> RDSO Index Drawing No: WD-09107-S-01 and Diagram Nos. WD-15009-S-02 with General Arrangement WD-17039-S-03 relating to RDSO specification of June 2017
2.0	Total Quantity & Unit of Supply	8 BLSS-A Wagons 88 BLSS-B Wagons and 2 Brake Vans, in the form of standard container rakes (BLSS) approved for regular operation by IR.

		Price (both in words and figures)	Discount, if any, in INR (₹)	Price after discount (₹)(both in words and figures)
3.0	Price per wagon ex-station of dispatch basis Inclusive of all (Charges for Design & Inspection and all Taxes etc.)			
3.1	BLSS-A wagon (per unit)			
3.2	BLSS-B wagon (per unit)			
3.3	Brake Van-BVCM (per unit)			
4.0	GST/IGST as applicable in % (on items SN 3.1 to 3.3)			
5.0	Total Price Ex-station of dispatch per rake in the form of 4 BLSS-A wagons and 44 BLSS-B wagons + 1 Brake Van- BVCM (both in words & figures)			

Note: Bidders are advised to quote discount in the specified column/space only otherwise same will not be taken into account for ranking purposes. However, the same will be availed by PRCL in case the bid is accepted for placing the order.

NOTE:

1. The offer must be submitted as per this Performa. The bidder will not change the proforma of Financial Bid.
2. No erasure or alterations in the text of the offer are permitted.
3. All prices shall be indicated in both figures and words in the space provided for in the format.
4. The above formation of Rake consisting of 4 BLSS-A wagons and 44 BLSS-B wagons + 1 Brake Van-BVCM is only for ranking purposes for comparison (by the tender evaluation Committee) and placement of order by PRCL. However, PRCL reserves the right to place the order/to take delivery in any combinations of Wagons.
5. In case bidding through agent has been preferred, authorization letter from the manufacturer firm has to be attached otherwise offer shall be summarily rejected.

.....
(Signature of Manufacturer/Bidder)

Date:
Telephone No.-
Mobile No.-
Email:
FAX No.-

Signed by the tenderer
Name.....
Designation....
Address

BANK GUARANTEE BOND FOR SECURITY DEPOSIT

Tender No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

1. We, _____ (Name of the Bank) have been informed that _____ (Name of Contractor), herein after referred to as “Contractor” has entered into a contract with Pipavav Railway Corporation Limited (hereafter referred to as “PRCL”) for supply of container train flat wagons. Furthermore, we understand that according to conditions of contract, the Contractor is required to submit security deposit in the form of Bank Guarantee in favour of PRCL.
2. We, _____ (Name of the Bank), (hereinafter referred to as "the Bank") do hereby undertake to pay to PRCL an amount not exceeding `.....(in words Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the PRCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
3. We, _____ (Name of the Bank), do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the PRCL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by PRCL by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `.....(in words Rupees.....)
4. We, _____ (Name of the Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the PRCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till(validity date of bank guarantee) PRCL or its nominated representative certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly, discharges the said bank guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before theplus 6 months beyond this date for lodging claim), we shall be discharged from all liability under this guarantee thereafter. We further agree to extend the validity of the Bank Guarantee in accordance with extension period of the Contract and six months beyond that, in the event of extension granted to the contract and approached by the Contractor for such extension of the validity period.
5. We,.....(Name of the Bank), further agree with the PRCL that the PRCL shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the PRCL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the PRCL or any indulgence by the PRCL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. We, _____ (Name of the Bank), lastly undertake not to revoke this guarantee during its currency except with the prior consent of PRCL in writing.

Dated the.....day of2026

Signature:

Name:

Designation with Bank Stamp:

Official Address

ANNEXURE -8

CONTRACT FORM

***(To be executed on Non-judicial Stamp Paper of ₹100/-)
(Please see Clause-35 of Section-2, Instructions to Bidders)***

THIS AGREEMENT made theday of, at New Delhi Between **Pipavav Railway Corporation Limited**, having its registered office at **B-1202 (B-Wing), 12th floor, Statesman House, 148-Barakhamaba Road, New Delhi -110001** (hereinafter called "the Purchaser") of one part and(Name of Supplier) of.....(Supplier's address) (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser has already issued a Letter of Acceptance (No..... dated.....) for supply of ____nos. of BLSS-A wagons, ____nos. of BLSS-B wagons and ____nos. of BVCM wagons, after accepting the bid of the Supplier for the supply of Wagons in rake form. This conclude the contract and the total value of contract works out to be `..... (Contract Value in Words and Figures) (here-in-after called "the Contract Value").

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. The Financial Bid invitation containing technical specification, Schedule of Requirement and Delivery Schedule (Section-1)
 - ii. The Bid Form submitted by the Bidder (**Annexure-6 of Section-4**)
 - iii. Instructions to Bidders (Section-2)
 - iv. The Terms & Conditions of Supply of Wagons (Section-3)
 - v. The Purchaser's Letter of Acceptance
 - vi. Any other required document and correspondence if considered necessary.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the wagons as per design and specification and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the supplying of agreed number of wagons in rake formation and the remedying of defects therefrom as per the condition of warranty, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the wagons, which shall be supplied/provided by the Supplier, are as under:

SR. NO.	BRIEF DESCRIPTION OF WAGONS	QUANTITY TO BE SUPPLIED (no. of wagons)	UNIT PRICE (all inclusive) (INR)	TOTAL PRICE (all inclusive) (INR)	APPLICABLE GST % (included in the total price) (INR)
Total Value in ₹					

5. **DELIVERY SCHEDULE:** _____ as mentioned in LOA/Mutually agreed
Delivery to commence as early as possible however not beyond the original delivery period in rake forms as advised by PRCL time to time.

5.1 **DELIVERY TERMS:** F.O.R. Station of dispatch

6. **PAYMENT TERMS:**

- a. 90% of the total cost will be paid on delivery of wagons (in a complete at the station of dispatch and within 10 working days on submission of bill, supported by inspection certificate/dispatch memo from RDSO and Fitness certificate from TXR for moving the rake from factory/works and vehicle guidance summary from the originating station near the manufacturer's location to the destination/commissioning station as advised by the consignee (PRCL).
- b. The balance amount of 10% of the cost will be paid to the supplier on successful commissioning of each rake at the commissioning station of the consignee/purchaser, and after submission of bill for the same, duly supported by a certificate from the authorized representative of PRCL that the wagons have been received in good working condition and commissioned successfully.
- c. All the payments shall be made within a period of 10 working days on receipt of GST compliant invoice to PRCL by the supplier, containing all requisite and mandatory information.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws.

Signed, Sealed and Delivered by

Signed, Sealed and Delivered by

.....

.....

(For the Supplier)

(For the Purchaser)

in the presence of:.....

in the presence of:.....

Check List for Tenderers for submission of Bids

Tender No. PRCL/Rake Procurement/01/2026 dated 22/09/2026

Sl. No.	Item Details	Whether submitted Yes/No	Placed At (Page No.)	Remarks
1.	Have you submitted requisite tender cost: a. If Yes give details			
2.	Have you submitted requisite EMD: a. If Yes give details			
3.	Have you submitted Bid in Two separate sealed envelopes clearly mentioning “Technical Bid” and “Financial Bid”		N/A	
4.	Have you submitted copy of valid G-105 along with technical offer			
5.	Have you submitted statement of deviation along with technical offer as per Annexure-3			
6.	Have you submitted performance statement as per Annexure-4 : a. Documentary proof attached.....			
7.	Have you read and understood complete tender instructions contained in Section-1 to 3		N/A	
8.	Have you submitted Financial Bid duly filled and signed in separate envelope		N/A	
9.	Have you submitted declaration as per Annexure-1, 2, 3, 4, 5 & 9 duly signed along with Technical Offer			
10.	Have you mentioned your monthly average production capacity: a. Documentary proof			
11.	Have you submitted your Complete Bank Account details along with copy of cancelled cheque			
12.	Have you submitted your GST registration details along with registration certificate			
13.	Have you submitted your PAN details along with a copy			
14.	Have you clearly mentioned the rate of various Taxes/Duties, including GST applicable at present		N/A	
15.	Have you quoted delivery period duly considering all factors – capacity & capability, availability of raw material, financial condition, pending orders, work load etc.		N/A	
16.	Have you submitted all the documents as per Clause 12.0 of			

	instructions to Tenderers Section-2			
17.	Have you submitted your Audited financial statements along-with audit Report for the previous 3 financial years ending March 2026			
18.	Have you submitted certificate regarding satisfactory performance of Wagons supplied by you during last 5 years			
19.	Have you submitted certificate regarding local content (Atmanirbhar Bharat Policy) duly certified by Chartered Accountant			
20.	Have you supplied 48 Wagons in last 5 Financial Years			

Note: The above Check List (Annexure-9) duly signed is to be placed on top of the bid documents, just below the covering letter.

(Signature of Manufacturer/Bidder)

Name.....

Designation....

Address

.....

Date:

Telephone No.-

Mobile No.

Email:

FAX No.-