



# **INDIAN RAILWAYS**

**BANARAS LOCOMOTIVE WORKS**

**VARANASI - 221004**

## **BLW TENDER DOCUMENT**

**REV. Year – 2022-23**

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**WEBSITE : [www.blw.indianrailways.gov.in](http://www.blw.indianrailways.gov.in),  
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**(Revision Date-31.03.2022)**

**Banaras Locomotive Works, Varanasi**  
**Material Management Department**

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**Section 1**  
**Instructions to Tenderers for E-Tenders**

**1. Before filling up the tender form, please read the**

- (A) Instruction to Tenderers for E-Tenders,
- (B) General Conditions of Contract
- (C) Special Conditions of Contract
- (D) IRS Conditions of Contract (As Applicable).
- (E) Schedule of Requirement
- (F) Notice Inviting Tender

THESE ARE AVAILABLE ON THE WEB PAGE OF BANARAS LOCOMOTIVE WORKS, VARANASI ([www.blw.indianrailways.gov.in](http://www.blw.indianrailways.gov.in)) AS ALSO ON THE IREPS WEB PAGE [www.ireps.gov.in](http://www.ireps.gov.in). THE CONTRACT WILL BE GOVERNED BY THESE CONDITIONS. YOUR DIGITAL SIGNATURE ON THE E-TENDER FORM WILL BE INDICATIVE THAT YOU HAVE READ AND ACCEPTED ALL THE CONDITIONS AND UNDERTAKE TO ABIDE BY THESE CONDITIONS UNLESS SPECIFICALLY DENIED / MENTIONED BY YOU IN YOUR OFFER.

**1.1.** On behalf of the President of India, the Principal Chief Materials Manager, Banaras Locomotive Works Varanasi, (hereinafter referred to as the 'Purchaser' or 'BLW' or 'Railways') invites electronic tenders for the supply of items as set forth in the "Notice Inviting Tender" and "Item Details" page attached with "Financial Rate Page screen" of each electronic tender. The Contract, placed on successful tenderer(s), shall be governed by (i) the latest version of IRS Conditions of Contract, (ii) Instructions to tenderers for e-tenders (iii) General Conditions of Contract and (iv) Special Conditions of contract; and time to time there as amended.

**1.2.** It will be presumed that the firms who have submitted the e-bid, have gone through and accepted all the terms and conditions of tender, until and unless firms specify the deviations from those conditions and so indicated specifically under the headings – "Technical Deviation Statement" and "Commercial Deviation Statements".

**1.3. E-Tender Document:** E-Tender documents consist of:

- (A) Instruction to Tenderers for E-Tenders,
- (B) General Conditions of Contract
- (C) Special Conditions of Contract
- (D) IRS Conditions of Contract (As Applicable).
- (E) Schedule of Requirement
- (F) Notice Inviting Tender
- (G) Techno-commercial offer form including attachments (if any)
- (H) Financial Offer Form

**1.4.** Manual offers shall NOT be accepted against E-Tenders. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

**1.5. Submission of e-Tenders:**

Before proceeding to fill up the e-tender for submission, bidders may please note that non compliance of following important parameters/conditions may lead to **summarily rejection** of their bids. These conditions (from Para 1.6 to Para 1.8) though find mention at appropriate places in the bid documents, are being indicated here itself lest the offer(s) get summarily rejected due to inadequate attention by the bidders to these specific conditions.

**1.6. Price Variation Clause (PVC): Please refer Para 1.13 of Instructions to tenders for e-Tender.**

**1.7. Validity of offers:** Unless otherwise specified, offers should be valid for 90 days for Limited and 90 days for Advertised Tenders and 180 days for e-RA tenders after closing date of tender. **Any offer having lesser validity shall be deemed as commercially unresponsive and will be summarily rejected.**

**1.8. Option Clause:**

Unless non-application of this clause is specifically indicated in the schedule of requirements, bidders shall confirm unqualified acceptance of option clause. **Non acceptance of this clause or acceptance of this clause with any riders will lead to summary rejection of the bid.** Any mention such as option clause is acceptable with mutual consent, will be treated as non-acceptance of the option clause. In case it is neither confirmed nor denied, it would be presumed that bidder has accepted this condition.

**1.9. Filling of E-Tender Form:**

**1.9.1.** Tenders should be duly filled in (on the assigned spaces), duly signed with the digital signature and submitted online. All mandatory fields marked with (\*) have to be filled by the tenderers.

**1.9.2.** Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions,

performance statement, deviation statement, checklist & special conditions etc.), financial offer form and attach scanned copies of necessary documents. The tenderers must note that they will be considered fully responsible for scanned copies of documents submitted by them under their digital signature and as per IT Act they will not be allowed to disown any submissions under the said digital signature.

- 1.9.3. All the mandatory fields of the Techno-commercial offer form and financial offer form (i.e. Rate page) including basic rate, all taxes and duties (including maximum percentage of Taxes and Duties as applicable to the tender) , or any other taxes/duties which may become applicable during the currency of the contract, freight upto destination and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the vendor. All-inclusive rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor through a Pop-up window before final submission of offer.
- 1.9.4. Tenderers should show discount, if any, at the specified place in the rate schedule 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. Further, conditional discount(s) linked with quantity, payment, Inspection agency, destination, delivery place etc. will not be considered while adjudging the inter-se position of offers received. Purchaser, however reserves the right to avail any such conditional discount for placement of contract(s) and/or for counter-offering to the successful tenderers where considered warranted.
- 1.9.5. Railway reserves the right to cancel the tender for full or part tendered quantity without assigning any reason. However purchaser will have his discretion to accept an offer for quantities which are up to 30% higher than the tendered quantity. The rates quoted by the tenderers for the full quantity would be taken as valid.
- 1.9.6. Delivery is required to be made at the place as stated in the tender. Any deviation from the same may be considered as commercially unresponsive and the offer may be ignored.
- 1.9.7. In an Advertised Tender, unless otherwise specifically indicated, Bidders are required to quote delivery as per following delivery schedule.

25% of ordered quantity	Within three months from date of PO.
Next 25% of ordered quantity	Within next three months thereafter.
Next 25% of ordered quantity	Within next three months thereafter.
Last 25% of ordered quantity	Within next three months thereafter.

**Note:- Notwithstanding the delivery period offered by the bidder, purchaser reserves the right to incorporate the delivery period as per the tender condition and successful tenderers are expected to abide by the same.**

- 1.9.8. **Mode of Delivery:** Deliveries are preferably to be made by Road transport.
- 1.9.9. Manufacturer's name and address and Brand of the stores offered must be stated, if and wherever required as per drawing/ specification. Otherwise offers are liable to be rejected.
- 1.9.10. **Corrigendum:** Purchaser reserves the right to issue any corrigendum to the tender up to five days prior to the due date of opening of the tender, excluding the date of opening. Tenderers are also advised, in their own interest, to regularly check, till the opening of the tender, the website [www.ireps.gov.in](http://www.ireps.gov.in) to see whether any such corrigendum to the tender has been issued or not and for submitting their e-bids or revising their e-bids.
- 1.9.11. The Tenderers are required to quote their rates in the tendered units (e.g. Nos./Kgs./Sets/Mtrs/Kmtrs etc.) as per the tender schedule.
- 1.9.12. Instead of waiting for last date of tender opening, Tenderers are advised to submit their offer well in advance. In the event of bidder not being able to submit their offer due to any technical glitch or network congestion or any other reasons whatsoever, Railway administration will not be responsible. No correspondence in this regard shall be entertained.

**1.10. Original offer, Alternate Offer and Revised Offer:**

- 1.10.1. The vendors can submit a revised commercial offer any time before the stipulated date and time of submission of bid and in such a case, the last revised offer submitted shall be considered valid. Tenderers must note that only last Revised offer, which is deemed to supersede all previous offers shall be tabulated.
- 1.10.2. The tenderers can also submit "Alternate Offer". An Alternate offer will be so considered by the system, tabulated and placed at its appropriate position in the tabulation statement.

**1.11. Submission of cost of tender document:**

**1.12. Cost of Tender Documents: ~~DELETED~~**

**1.13. Price Variation Clause:**

There may be cases of procurement of stores, wherein the schedule of requirement will indicate the Price Variation formula.

- 1.13.1. Tenderers are advised to quote as per specific Price Variation (PV) formulae and base date for Raw Material prices given in the schedule of requirement. Offers with deviation in the PV formula and/or base date of price(s) of input raw material(s) other than as specified in the tender schedule, will be summarily rejected. **Offers from bidders quoting with fixed price where tender incorporates pre defined PVC will also be summarily rejected.**
- 1.13.2. In case no PVC has been incorporated in the schedule of requirement, bidders must quote on fixed price basis only. **Offers with PVC in such cases will be summarily rejected.**
- 1.14.** Firms are advised to ensure that address furnished by them for getting digital signature from accredited agencies are same as that furnished to and available with the centralized source/vendor approving authorities such as RDSO/CLW/BLW/ICF etc. They are further advised that while registering themselves in the IREPS website for participation in E-procurement system, the same address as above is filled up, to avoid any vitiation of information and consequent impairment in their credentials.

**1.15.1 Purchase Preference and Other Benefits to Micro And Small Enterprises MSE:**

1.15.1.1 As per the extant Public Procurement Policy of the Government of India, Micro and Small Enterprises (MSEs) having current and valid registration for the tendered item with any of the below specified agencies are entitled for benefits and preferential treatments specified in Clause 1.15.1.5 below. MSEs who are interested in availing themselves of these benefits must upload with their offer, the proof of their being MSE registered with any of the agencies mentioned in the notification of the Ministry of MSME and indicated below:

- i) District Industries Centers
- ii) Khadi and Village Industries Commission
- iii) Khadi and Village Industries Board
- iv) Coir Board
- v) National Small Industries Corporation (NSIC)
- vi) Directorate of Handicraft and Handloom
- vii) Those having Udyog Aadhar Memorandum/Udyam Registration
- viii) Any other body specified by Ministry of MSME

Note: Trading enterprises are not covered under the definition of Micro and Small Enterprises.

1.15.1.2 The MSEs must also indicate the terminal date of validity of their registration.

1.15.1.3 As per gazetted notification dated 26.06.2020 issued by Ministry Micro, Small and Medium Enterprises, an enterprises registered with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration and this Udyam Registration certificate should also be uploaded along with tender to identify the firm as Micro, Small and Medium enterprises. As per above notification, the criteria of classification for Micro, Small and Medium enterprises shall be as under-

- (i) A micro enterprise, where the investment in plant and machinery or equipment does not exceed one crore rupees and turnover does not exceed five crore rupees;
- (ii) A small enterprise, where the investment in plant and machinery or equipment does not exceed ten crore rupees and turnover does not exceed fifty crore rupees; and
- (iii) A medium enterprise, where the investment in plant and machinery or equipment does not exceed fifty crore rupees and turnover does not exceed two hundred and fifty crore rupees;

1.15.1.4 Non compliance of requirements of para 1.15.1.1 and 1.15.1.2 above, such offers will not be liable for consideration of benefits detailed in para 1.15.1.5 given below.

1.15.1.5 MSEs registered with any of the agencies mentioned in para 1.15.1.1 are entitled for the following benefits:

- i) MSEs registered with any of the agencies for the item tendered will be exempted from payment of Earnest Money.
- ii) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% value out of the net procurement quantity.
- iii) A minimum of 4% of total procurement, within the 25% earmarked for MSEs will be from MSEs owned by Scheduled Caste/ Scheduled tribe (SC/ST) Entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L-1 price, 4% earmarked from MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs be met from other MSEs.

- iv) A minimum of 3% of total procurement, within the 25% earmarked for MSEs will be procured from women owned MSEs.
- v) In case tendered item is non-splitable or non-dividable, etc. Purchaser may award the full/complete supply of total tendered value to MSE quoting price within price band L1+15%, considering spirit of policy for enhancing the Govt. procurement from MSE.

1.15.1.6 Traders and agents are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs.

1.15.1.7 An MSE shall be considered as that owned by SC/ST in following cases:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

1.15.1.8 In case, the tenderer is a Micro or Small Enterprises (MSE), the tenderer shall also furnish the following details in their offer:

- i. The category of the tenderer
  - a) Whether vendor is Micro Enterprise or
  - b) Whether vendor is Small Enterprise.
- ii. Each of the above categories must further mention the sub-classification whether the tenderer is an enterprise –
  - a) Owned by Scheduled Castes (SC)
  - b) Owned by Scheduled Tribes (ST)
  - c) Owned by women entrepreneurs
  - d) Owned by other than the above three categories.

**Note:** Tenderers shall submit self-declaration that the enterprise is owned by Scheduled Castes (SC)/ Scheduled Tribes (ST)/ women entrepreneurs to claim the benefit under these sub-classification, failing which it will be presumed that they have no claim under these sub-classification.

- iii. Confirm the following:
  - a) Whether documentary proof of being registered with any of the specified agencies indicated in Para 1.15.1.1 above has been submitted with their offer.
  - b) Whether the terminal date of validity of the registration with the specified agencies has been indicated in their offer.

1.15.1.9 In case, the tendered item is restricted for placement of bulk orders on approved sources, then the criteria for placement of orders on MSEs under the Public Procurement Policy for MSEs will additionally require that the MSE firms are one of the valid approved sources for the tendered item.

1.15.1.10 The tenderers who are large Scale vendors of Railway Units or who come under consortia of MSEs (as vendors to Railway Units) formed by NSIC, are also required to upload with their offers, the procurement and percentage of sub-contract to be made from MSEs for goods to be supplied against this tender, and also furnish the details as in para 1.15.1.8 above for the portion sub-contracted to MSEs.

### **1.15.2 Preference to Domestically Manufactured Electronic Products (DMEPs) :**

In furtherance to the Public Procurement (Preference to Make in India), order 2017 and in supersession of the policy for providing preference to domestically manufactured electronic Products, preference will be provided to domestically manufactured electronic products as per the aforesaid order as per the notification of Ministry of Electronics and Information Technology and the list of electronic products are notified vide office memorandum no. W-43/4/2019-IPHW-MELTY dated 07.09.20 and any amendments issued from time to time shall be applicable.

### **1.15.3 Public Procurement Policy for Preference to Make in India:**

The Government has issued Public Procurement (Preference to Make in India), Order 2017 laying down the policy to encourage 'Make in India' and promote manufacturing and production of goods and services in India. The salient features of the aforesaid Order are as under:

1.15.3.1 **For the purpose of this Order, the definitions are as under:**

- a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed in NIT/Tender Schedule/the special conditions, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

- b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content of 50%.
- c) **'Class-II local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content of 20%.
- d) **'Non - Local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier'.
- e) **'L-1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- f) **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference which is 20% unless specified in NIT/Tender Schedule/the special conditions. However, it will be taken as per the status of the policy reckoned as on the date of tender opening.
- g) **'Procuring entity'** means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.
- h) **'Nodal Ministry'** means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.
- i) **'Works'** means all works as per Rule 130 of General Financial Rule- 2017 issued by Ministry of Finance Govt. of India (referred as GFR-2017 in subsequent paras, and will also include *'turnkey works'*).

1.15.3.2 The 'Class-I local supplier/Class-II local supplier' at the time of tender shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier/Class-II local supplier', as the case may be. They shall also give details of the locations(s) at which the local value addition is made.

1.15.3.3 In cases of procurement for a value in excess of Rs. 10 Crore, the 'Class-I local supplier/Class-II 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 cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the prescribed format as per Annexure 4.12.

1.15.3.4 The certificates mentioned in para 1.15.3.2/1.15.3.3, as the case may be has to be submitted in the prescribed format only along with the offer. Failure of submission of the certificates along with the offer may render the offer deprived of the benefits provided under this order, viz. offer shall become ineligible for consideration in case of items identified by Railways as to be procured from 'class-I local supplier' detailed in para 1.15.3.7(i) below and for other items, it will be presumed that the tenderer have no claim for Purchase Preference under "Make in India" Policy etc.

1.15.3.5 False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

1.15.3.6 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the

debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

**1.15.3.7 Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ Non-local suppliers' for different types of procurement**

- (i) **a)** In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-1 local supplier', as defined in para 1.15.3.1 b), c) & d), shall be eligible to bid irrespective of purchase value 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 Railways shall not be liable for any loss or damage caused to the vendor.
- b)** Railway Board has notified that sufficient local capacity and local competition exists for 136 items required for manufacture and maintenance of 3 Phase Electric Locomotive which is listed at Annexure-4.16. Tenderers are advised to verify the category of the item before submitting the offer. Only 'Class I local supplier' are eligible to bid for these items irrespective of purchase value. In such cases, 'Class-I local supplier' shall be required to provide a certificate as detailed in para 1.15.3.2 and 1.15.3.3 above along with the offer, failing which their offer shall not be considered as 'class-I local supplier' and the case will be dealt accordingly.
- (ii) Only 'Class-I local supplier' and 'Class-II local supplier', as defined in para 1.15.3.1 b), c) & d) above, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para (i) above, and with estimated value of purchases less than ₹ 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- (iii) Bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sale service support like AMC/CMC etc. as local value addition.

**1.15.3.8 A. Purchase Preference**

- i) Subject to the provisions of this order and to any specific instructions issued by Indian Railways or in pursuance of this order, purchase preference shall be given to 'Class –I local supplier' in all procurements undertaken by procuring entities in the manner specified hereunder:
- ii) In procurement of goods which are covered under para 1.15.3.7(ii) above and which are divisible in nature, the 'class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a 'class-I local supplier', the contract for full quantity will be awarded to L1.
- b. If L1 bid is not a 'Class-I local supplier', participating 'Class-I local suppliers' quoting a price within price band of L1 + Margin of Preference (%) shall be allowed to supply a portion of the requirement by bringing down their price to L1 price and such 'Class-I local suppliers' can be together ordered up to 50% value out of the net procurement quantity. In case some quantity is left uncovered on 'Class-I local suppliers', then such balance quantity will also be ordered on the L1 bidder.
- iii) In procurement of goods or works, which are covered under para 1.15.3.7(ii) above and which are not divisible in nature and in procurement of services where the bid is evaluated on price alone, the 'class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- (a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- (b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'class-I local suppliers' will be invited to match the L1 price subject to 'Class-I local supplier's' quoted price falling within the margin of purchase preference (%), and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.



- (c) In case lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- iv) 'Class-II local suppliers' will not get any purchase preference in any procurement undertaken by procuring entity.

#### 1.15.3.8 B. Applicability in tenders where contract is to be awarded to multiple bidders –

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I supplier' shall get purchase preference over 'class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by Railways, only class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'class I local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'class I local suppliers' as per provisions of this order.
- c. If 'Class I local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidder as per award criteria stipulated in the bid documents. However, in case 'Class I local suppliers' do not qualify for award of contract for atleast 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of preference of the highest quoted bidder considered for award of contract so as to ensure that the 'class I local suppliers' taken in totality are considered for award of contract for atleast 50% of the tendered quantity.
- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'class-I local supplier', falling within 20% margin of purchase preference, and so on.

- 1.15.3.9 The Principal Chief Materials Manager shall have full power to take decisions on complaints relating to implementation of this order.
- 1.15.3.10 Fee for filing a complaint under the order shall be ₹10,000/- per case. The complaint shall be filed in the office of the Principal Chief Materials Manager, BLW, Varanasi. The fee shall be deposited with the office of the Principal Financial Advisor, BLW, Varanasi.
- 1.15.3.11 Entities of countries which have been identified by Railways as not allowing Indian Companies to participate in their Government procurement for any item related to Railways shall not be allowed to participate in Government procurement in India for all items of Railways, except for notified items permitting their participation.
- 1.15.3.12 **Exemption of small purchases** Notwithstanding anything contained in para 1.15.3.7 above, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.

#### 1.16 Drawings and Specifications:

- 1.16.1 Unless specified otherwise, Drawings and Specifications as mentioned in the tender schedule are available at [www.blw.indianrailways.gov.in](http://www.blw.indianrailways.gov.in) and can be downloaded from there.
- 1.16.2 If any tenderer happens to quote with his own Drawing No / Part No/ Specification, then, he shall have to necessarily submit all the requisite documents and information in support of his offer being in conformity with the tendered Drawing / Specification. Furthermore, such drawings / specifications / catalogue are also to be uploaded, failing which the offer will be liable to be rejected. Tenderers should further note that in the event of their quoting as per their own drawing and/or specification, they should necessarily indicate the deviations in their drawing vis-a-vis tendered drawing in the form of "**technical deviation**" failing which the offer will be deemed as incomplete and will be dealt on its merits.

**1.16.3** All parameters/Clauses of specification should either be complied with or commented upon. **Deviation(s) in respect of those parameters/clauses, which are part of the technical specification, would be treated as technical deviation (s). Bidders are advised to bring those deviation(s) clearly in the technical deviation statement. In case, these deviations are not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respects. Any ambiguity shall be to the disadvantage of the bidder.**

**1.17 Documents to be attached / uploaded along with e-Bid:**

Scanned/soft copies of the following documents should be uploaded along with the e-Bid:

- 1.17.1 Performance statement against Railways' orders for supply of same or similar items in the prescribed proforma. Supporting documents in support of supply of material such as Supply/purchase orders, inspection certificates, Receipt Notes/Receipt Order etc. to substantiate their past performance are required to be uploaded.
- 1.17.2 Tenderers own drawing/specification, if applicable.
- 1.17.3 Details of Machinery and Plant, other equipments, testing facilities, quality management / control systems and details of technical manpower available.
- 1.17.4 Letter of approval from RDSO / Railways indicating current validity and approval of their QAP by RDSO, wherever applicable.
- 1.17.5 Tenderers should also indicate their registration number with the concerned railway with monetary limit, trade groups for which registered, and validity date of registration,
- 1.17.6 Current and Valid NSIC/DIC Certificate, if registered with NSIC/DIC for the tendered item.
- 1.17.7 Any other relevant document as required viz. Clause wise compliance of technical specifications, Value addition statement by DMEPs etc.
- 1.17.8 Documents which do not find mention in the "List of attachments" in the offer form may not be necessarily taken cognizance.

**1.18 Check Sheet for Vendors:**




Vendors are advised to complete the "Check Sheet" as it appears as Part-'G' in Techno-Commercial offer form of IREPS.

**1.19 Bid Submission:**

- 1.19.1 E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS web site. Digital signature used must be "Class IIIB with Company Name" obtained from an Authority approved by the Controller of Certifying Agency, Ministry of Information Technology, Government of India.
- 1.19.2 Tenderers must look out for NIT as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Banaras Locomotive Works, Varanasi shall not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.
- 1.19.3 Only bids received in the Electronic form through [www.ireps.gov.in](http://www.ireps.gov.in) will be considered.
- 1.19.4 The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence there is no scope of any Late / Delayed offers in the online bidding process.
- 1.19.5 Submission of Technical Bid & Initial Price Offer for tenders involving e-Reverse Auction (e-RA):
  - (a) Submission of Technical Bid & Initial Price Offer for tenders involving e-Reverse Auction (e-RA): Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.
  - (b) Financial bids in single currency/parameter only shall be allowed.
  - (c) Offers found eligible for bulk order shall be categorized as 'Qualified for Bulk Order for the purpose of RA' and offers found eligible for Developmental order shall be categorized as 'Qualified for Development Order for the purpose of RA'.
  - (d) Offers not complying with essential technical & commercial requirements of the tender shall be declared as 'Ineligible for award of contract'.
  - (e) Initial Price Offer of only those bidders categorized as Qualified for Developmental Order or Qualified for Bulk Order, shall be opened and Initial Price Offers shall be tabulated by system separately, category wise as per instructions applicable for electronic tabulation.

**1.20 Tender Opening:**

- 1.20.1 Electronic tender boxes will be opened only after stipulated date and time of the tender as shown on the IREPS Website.

- 1.20.2 After opening of the tender The icon  will turn .
- 1.20.3 All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement, after tender is opened, using internet access by visiting the web site [www.ireps.gov.in](http://www.ireps.gov.in) instantly by clicking on the .
- 1.20.4 Railway does not guarantee opening of the tenders at specified date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. Vendors, however, cannot submit/modify any offer or attach any file to it after the closing date and time for submission of bid as stipulated in the tender notice as System does not permit the same after closure of the virtual tender box regardless of the fact whether tender has been opened or not.

## 1.21 Earnest Money Deposit (EMD):

- 1.21.1 All the tenderers are required to pay EMD online against Advertised e-tender unless falling in exempted category. The exemption from submission of EMD for any tender or by any tenderer are as under subject to provision under Para 1.21.4.1 of BLW tender Document Rev. 5.8-

(a)	Micro and Small Enterprises (MSEs) registered for the tendered item in terms of Railway Board's letter No. 2010/RS(G)/363/1 dated 05.07.2012
(b)	Other Railways and Government Departments in terms of Railway Board's letter No.2004/RS(G)/779/11 dated 24.07.2007
(c)	Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS(G)/363/1 dated 08.04.1993
(d)	PSUs owned by Ministry of Railway and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter NO. 2003/RS(G)/779/5 dated 10.09.2004
(e)	Vendors registered with Railways for the trade group of the item tendered.
(f)	Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
(g)	Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
(h)	In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

- 1.21.1.1 Tenderers seeking exemption from payment of EMD must upload the requisite documentary evidence in support of their claim for exemption from payment of EMD along with the offer. All vendors exempted from submitting EMD, as per para 1.21.1 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure 4.13. In case the firm's claim for exemption from submission of Earnest Money Deposit is not found valid as per terms of the tender, Railways has unquestionable right to summarily reject their offer and their offer shall not be considered for ordering. In case the firm withdraw or modify their offers during the period of validity, or fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.
- 1.21.1.2 There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.
- 1.21.1.3 This para shall not be applicable for Govt. Departments/Ordinance factories/other Railways/Railway PSUs/KVIC/ACASH and matter shall be taken up with them departmentally/administratively.
- 1.21.1.4 Tenderers other than those who are eligible for exemption from paying Earnest Money as detailed in Para 1.21.1.1, shall be required to pay Earnest Money Deposit on or before tender opening date, failing which their offers shall be summarily rejected.

1.21.2 The amount of EMD shall be as under :

Estimated value of tender	EMD (rounded off to nearest higher Rs.10 (ten)
Upto Rs.25 Lakh	@2% of the estimated value of the tender.
Above Rs.25 Lakh and upto Rs.50 Crore	@2% of the estimated value of the tender subject to maximum of Rs.20 Lakhs
Above Rs.50 Crore	Rs.50 Lakhs

1.21.3 EMD should be submitted online only through the payment gateway as available on IREPS website.

1.21.4 No interest shall be payable by the Purchaser on the Earnest Money Deposit or any other payment made to Railways.

1.21.5 EMD shall be refunded when any one of the following conditions is satisfied.

- a) After finalisation of tender, the bidder is an unsuccessful bidder.
- b) Validity of offer expires and validity extension is not sought.
- c) Validity of offer expires and bidder refuses to extend validity of offer.
- d) After finalisation of the tender successful bidder submits required SD.

1.21.8.1 EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion.

1.21.8.2 The Earnest Money of the successful tenderer may be adjusted towards Security Deposit and in case where such tenderer furnishes Security Deposit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit.

1.21.6 The Earnest Money Deposited is liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his offer. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer.

## **1.22 Security Deposit:**

1.22.1 There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:

- i) The contracts of value upto Rs. 25 (twenty five) lakh.
- ii) Other Railways, Indian Ordnance Factories and Govt. Departments on their specific requests.
- iii) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them.
- iv) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.
- v) Vendors registered with the office of Principal Chief Materials Manager, BLW for the trade group of the item tendered shall be exempted from SD for orders valued upto their monetary limit of registration.
- vi) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
- vii) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

**Note:**

Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions.

- 1.22.1.1 In case, vendors exempted from submitting EMD, as per para 1.21.1 and 1.21.4 above, withdraw or modify their offers during the period of validity, or fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period. There shall be no exemption to such bidders from submitting SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.
- 1.22.1.2 In case of vendors exempted from submitting EMD in exceptional cases as per Para 1.21.4 above, Para 1.22.1.1 shall not be applicable for Govt. Departments/Ordinance factories/other Railways/Railway PSUs/KVIC/ACASH and matter shall be taken up with them departmentally/administratively.
- 1.22.1.3 Irrespective of the supplier being eligible for exemption from payment of security deposit as per 1.22.1 above, purchaser reserves the right to seek security deposit from suppliers based on the past performance or prior experience or any other reason, if felt necessary.
- 1.22.2 In exceptional cases exemption from seeking SD shall be decided prior to issue of tender (including Global tenders) and suitably incorporated in the tender conditions.
- 1.22.3 The amount of security deposit to be submitted is as under:

Contract value	SD (rounded off to nearest higher Rs.10 (ten))
Above Rs.25 Lakh and upto Rs.50 Crore	@ 3% of contract value subject to maximum of Rs.50 Lakh
Above Rs.50 Crore	Rs.1 crore or @ 3% of contract value whichever is less

- 1.22.3.1 In exceptional cases, Railways reserves the right to increase the upper ceiling of Security Deposit, upto 10% of the contract value.
- 1.22.4 Security Deposit (SD) shall be furnished in any one of the following forms:
- (i) By depositing cash with the Chief Cashier, BLW , Varanasi.
  - (ii) Fixed Deposit Receipts (FDR), Pay Orders, and Demand Drafts, in favour of Principal Financial Advisor/BLW. The FDR must be issued with auto renewal facility.
  - (iii) Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks as per format at Annexure-4.2.
  - (iv) Bonds of Indian Railway Finance Corporation or KRCL Bonds. (In case of Bonds issued under non-cumulative interest scheme, postdated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due).
  - (v) Government Securities and
  - (vi) A deposit in the Post Office Saving Bank.
- 1.22.5 Bank Guarantees (BGs) to be submitted by tenderer shall be sent to this office directly by the issuing bank under Registered Post AD/Speed Post/Courier. In exceptional cases, where the BGs are received through the tenderers, the issuing bank shall be requested to immediately send by Registered Post AD/Speed Post/Courier an unstamped duplicate copy of the Bank Guarantee directly to this office with a covering letter to compare with the original BG and to confirm that it is in order.

- 1.22.6 Security deposit shall remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations, unless otherwise specified in the tender documents.
- 1.22.7 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.
- 1.22.8.1 Security Deposit from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the Purchaser. In the event of successful tenderer(s) failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, it shall be lawful for the Purchaser:
- (i) To automatically adjust the EMD submitted by such successful tenderer(s) towards SD.
  - (ii) In cases where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer.
  - (iii) In case of vendors exempted from submitting EMD as per para 1.21.1 and 1.21.4.1 above fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.
- 1.22.8.2 Wherever the supplies are to be delivered in more than one instalment, each such instalment forms a severable contract. In case of failure by contractor to meet deliveries for any instalment, purchaser may cancel the contract for defaulted part by forfeiting SD commensurate to that instalment.
- 1.22.9 Security deposit will be returned to the successful supplier after completion of all contractual obligations and submission of following proforma:

**No Claim Certificate**

PO/Contract No. ....  
 Date ..... For supply of  
 .....(Brief description of material) Quantity  
 .....

The above contract has been completed and I/We have no claim on BLW in respect of the said contract. The security deposit amount of Rs. .... (Rupees .....) lodged by us with BLW, Varanasi 221004 may therefore please be refunded to me/us.

Place:

Date:

Signature and full address of the Contractor

- 1.22.10 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference

or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit 50 at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

### **1.23 Submission of Bills:**

1.23.1 Suppliers in their own interest, should observe following instructions to avoid delay in payment of their bills for materials supplied /dispatched:-

(I) Bill addressed to PFA / BLW Varanasi should be submitted in two copies marked 'original' and duplicate along with the consignee on the standard format of bill. Standard format of bills as per annexure-4.7 & Enclosures and checklist are as per annexure 4.8, and also available on BLW's website. After accountal of material, The consignee will forward the bill to PFA /BLW for making the payment.

(II) However, Where the condition of advance payment on proof of dispatch is specified in the Purchase Order the suppliers will submit advance payment bill (in duplicate) alongwith inspection certificate, proof of dispatch/delivery including challan /invoice etc. as per terms of the contract directly to PFA / Stores Bill Section, BANARAS LOCOMOTIVE WORKS VARANASI, endorsing a copy of the forwarding letter to the Principal Chief Materials Manager as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

1.23.2 The supplier is also required to furnish the following certificate on their bill for advance payment:

"We have personally examined and verified and do hereby certify that stores in respect of which payment if being claimed have been actually dispatched under RR/PWB no .....dt.....and further these goods are the exact materials as indicated in Challan No.....dt.....and covered by inspection certificate no .....dt.....We also certify that the above referred Challan, RR/PWB and inspection certificate have been sent to consignee by Reg. Post/Speed post on .....We shall hold ourselves personally responsible for correctness of this statement."

1.23.3 The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with excise authorities for availing MODVAT credit/VAT credit. "We certify that no additional duty set off on the stores supplied by us, have accrued under the MODVAT scheme in force on the date if supply, after we submitted quotations and submitted the present bill"

1.23.4 The firm should submit their bills only for the supplies made by them during the scheduled delivery period or as extended from time to time. For supplies made after expiry of scheduled delivery period, firms should first obtain necessary extension of delivery period from the competent authority before submission of their bills.

1.23.5 Following Points should be observed by the suppliers while submitting the bills for payment:-

(a) Consignee's name and Order reference should be given on the bill as well as in all correspondence in connection therewith for facility of connecting the papers and arranging early payment.

(b) The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the PRINCIPAL CHIEF MATERIALS MANAGER, BANARAS LOCOMOTIVE WORKS, VARANASI, before bills are submitted.

(c) All Bills should be submitted in standard format as per Annexure-4.6 or Annexure-4.7 (as applicable), forms S-2817 in duplicate, marked 'Original' and duplicate'.

(d) The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the purchase Order.

(e) The bills should be signed and pre- receipted with revenue stamp. All corrections should be attested. Fluid should not be used on the bill at all.

(f) Rate and Quantity should be mentioned both in figures and words.

(g) Status/category of bill should be mentioned i.e. whether Advance/ Balance/100%/PVC etc.

(h) All Columns of Bill should be properly filled i.e., Vendor Code, Bank Account No. and Branch, Purchase Order No./Contract No., Date, PL No. etc.

(i) Wherever PVC is applicable, basis of PVC may be given, with relevant documents.

(j) Copy of Amendment letter issued by Store's Department, if any be enclosed.

(k) Transport Receipt/Challan for freight charges should be enclosed along with the bills.

(l) In case of submission of bills for 95% advance Payment, following documents should also be enclosed along with the bills.

(i) Receipted Delivery Challan duly signed by Gazetted Officer of the consignee/Clear Rly Receipt.

- (ii) Original Inspection Certificate.
  - (iii) Excise Invoice (original- for buyer) wherever applicable.
  - (iv) MODVAT declaration.
  - (v) VAT declaration.
- (m) In case of submission of bills for balance 5% payment or claim if 100% payment, the following documents be enclosed along with the bills:-
- (i) Receipt Note
  - (ii) ED gate pass wherever applicable.
- (n) All other relevant documents as per Contract provisions.

1.23.6 GST Declaration to be submitted along with bill in format given below. Firm should note following points while submitting the bill under GST scheme.

GST would be payable on the ' transaction value'. Transaction value is the price actually paid or payable for the said supply of goods and / or services between un-related parties and price is the sole consideration. The transaction value is also said to include:

- Taxes other than GST.
- Expenses incurred by recipient in relation to supply.
- Incidental expenses charged at the time or before the supply.
- Interest etc. for late payment.
- Subsidies directly linked to the price excluding subsidies provided by the Central and Governments.

1. In terms of Para 5(l) of Railway Boards JPO No. 2008/RS(G)/777/1 dtd. 21/07/17 the relevant page of GST rate schedule and chapter heading details is required in support of documentary evidence along with Firm invoice/bill.

2. While submitting their claim firm should submit GST certificate which may be as under:

- a) We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the GST scheme by way of reduction in price and advice the purchaser accordingly.
- b) As per anti-profiteering measure, section 171 of GST Act 2017 firm will give declaration that "we hereby declare that any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
- c) We hereby declare that additional set-offs/input tax credit to the tune of Rs. .... has accrued and accordingly the same is being passed to the purchaser and to the effect the payable amount may be adjusted.
- d) We hereby declare that any additional input tax credit benefit, if become available to us, the same shall be passed on to the purchaser without any undue delay.
- e) Apart from above references of the PO no. Date, and Bill/ Invoice No. with date is to be mentioned on GST certificate along with GSTIN no.

3. All the certificates enclosed with the claim to be signed by bill signing authority or higher authorized official of the firm /company along with firms seal.

As regards discounts/ incentives, it will form part of 'transaction value', if it is allowed often the supply is effected. However, discounts/incentives given before or at the time of supply would be permissible as deduction from the transaction value. This would be indicated in the invoice itself.

Therefore GST shall be charged on gross value including freight, forwarding charges, packing charges, Insurance and other charges as per sec 15 of CGST act 2017.

1.23.7 Bills under GST scheme to be submitted in the format uploaded on BLW website or attached Annexure 4.7, duly completing all information required therein.

**1.24** Advance Acceptance/Counter offer & delivery Period: The delivery period shall be reckoned from the date of issue of Advance PO/ Letter of Advance Acceptance/ Letter of Acceptance.

**Note:** In case of any variation in the terms and condition appearing in IRS Conditions of Contract and General Conditions specified in the tender documents, the latter will prevail. In case of any variation between the General Conditions and Special Conditions specified in the tender documents, the latter will prevail.



## 1.25 Special Condition for e-Reverse Auction:

### 1.25.1 Selection of bidders for conduct of Reverse Auction (e-RA):

Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction (e-RA):

#### (a) Selection of vendors for Reverse Auction(e-RA) for bulk ordering:

Number of tenderers Qualified for Bulk Order	Number of tenderers to be selected for RA	Remarks
Less than 3	Nil	The bids disallowed from participating in the Reverse Auction (e-RA) shall be the highest bidder(s) in the tabulation of Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself
3 to 6	3	
More than 6	50% of vendors qualified for bulk order (rounded off to next higher integer)	

#### **Note:**

If the number of tenderers qualified for Bulk Order/Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

#### (b) Selection of vendors for Reverse Auction (e-RA) for developmental ordering:

(1) Offers Qualified for Development Order, with initial price offer lower than the highest initial price offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA.

(2) However, for items where it is considered essential to also consider the offers for placement of developmental order from vendors categorized as Qualified for Developmental Order, whose received rates are higher than the rate applicable for offers categorized as qualified for Bulk Order, all bids categorized as Qualified for Developmental Order shall be allowed to participate in Reverse Auction.

Suitable clause for applicability of one out of these two options for participation/elimination of vendors qualified for Developmental Order shall be mentioned in the tender.

#### (c) MSE Criteria:

All MSEs (Micro & Small Enterprises) found Qualified for Bulk/Development Order/Award of Contracts but could not be selected for Reverse Auction as per criteria stipulated in Para 1.25.1 (a) and 1.25.1 (b) above, but are within the range of 15% of lowest Initial Price Offer of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 1.25.1 (a) and 1.25.1 (b) above. In case of Stores Tenders lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order. However in case of all the bidders qualifying for bulk as well as for developmental order (before applying elimination criteria) are within MSE category, this clause shall not apply.

#### (d) Make in India criteria:

All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017, found qualified for Bulk/Developmental Order/Award of Contract and are within the specified range of price preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per para 1.25.1 (a) and 1.25.1 (b) above. However, if all the bids qualified for bulk order as well as for developmental order (before applying elimination criteria) also qualify under "Make in India Order, 2017" criteria, this clause shall not apply.

#### (e) Lowest initial price bid referred to in sub-para (c) and (d) above shall mean lowest initial price bid of vendor qualified for bulk order.

After evaluation of the technical bids and selection of bidders as above, date and time for start of e-RA shall be communicated by purchaser to the qualified tenderers.

#### 1.25.2 Procedure for conduct and reporting of e-RA:

- (a) Purchaser shall fix the following, depending upon the nature of tendered item and complexity of case on hand.
  - i. Initial e-RA period:

This shall be the initial time interval for e-RA. e-RA shall be open for this duration.
  - ii. Auto extension period:

In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.
  - iii. Minimum decrement in percentage of value of the last successful bid.
- (b) Date and time for start of e-RA shall be communicated by purchaser to qualified tenderers after evaluation of the technical bids.
- (c) Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform in Stores tenders.
- (d) Qualified Bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction amongst bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for developmental order. However, bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification.
- (e) Starting point for Reverse Auction (e-RA) shall be the lowest initial price bid of the tenderer eligible for award of contract. During Reverse Auction (e-RA) process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price offer. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of Reverse Auction (e-RA).
- (f) Bidders will not be allowed to revise the taxes and other levies, after submission of initial price bid.
- (g) During Reverse Auction (e-RA) period, identities of the participating tenderers will be kept hidden.
- (h) Purchaser can also view the bidding history in chronological order.
- (i) Bidders shall not be allowed to withdraw their last offer.
- (j) After close of RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenders.
- (k) L-1 will be defined as the lowest bid obtained after the closure of e-RA.

1.25.3 After obtaining the final price offers through Reverse Auction, the lowest bid of only those bidders who had participated in the Reverse Auction shall be tabulated and considered for ordering. The offers of bidders which were eliminated from Reverse Auction in terms of Para 1.25.1 shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of Government of India at the relevant time shall be applicable.

1.25.4 Firms and their associates who are banned from business dealing with Indian Railways will not be considered for placement of order.

#### **1.26 Purchase restrictions under Rule {144 (xi) of the General Financial Rules (GFRs),2017 circulated vide Ministry of Finance, Order (Public Procurement No. 1 & 2, F. No.6/18/2019- PPD dt.23.07.2020:**

1.26.1 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 Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

1.26.2 "Bidder (including the term "tenderer", "consultant" 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 here in before, including any agency branch or office controlled by such person, participating in a procurement process.

1.26.3 "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- I. An entity incorporated, established or registered in such a country; or
- II. A subsidiary of an entity incorporated, established or registered in such a country; or

- III. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- IV. An entity whose beneficial owner is situated in such a country; or
- V. An Indian (or other) agent of such an entity; or
- VI. A natural person who is a citizen of such a country; or
- VII. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

1.26.4 The beneficial owner for the purpose of (1.26.3) above will be as under:

- I. In case of 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 per cent. 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;
- II. 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;
  - III. 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;
  - IV. Where no natural person is identified under (I) or (II) or (III) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - V. 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.

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

1.26.6 **The tenderers shall submit certificate as per Annexure 4.15, regarding compliance with this order failing which offer will liable to be rejected.**

1.26.7 Registration should be valid at the time of submission of bids and at the time of acceptance of bids.

1.26.8 Notwithstanding anything contained above, the above instructions will not apply to bidders from those countries (even if sharing of land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken or given in website of the Ministry of External Affairs.

**Section 2**  
**General Conditions Of Contract**

**2.1 Applicable only for Items which are not covered by GST :**

**2.1.1 Sales Tax / Value Added Tax (VAT) / CST:**

2.1.1.1 The Sales Tax / VAT / CST, with Surcharge thereon, if any, in exact percentage should be shown clearly in the offers as applicable for the Consignees. Tenderer must note that no concessional tax forms like form 'C' or form 'D' shall be issued by BLW. In case an offer is received with purported concessional CST/VAT against the erstwhile Form 'C' or Form 'D', only the quoted percentage of such tax will be considered for payment notwithstanding the fact that no Form 'C' or Form 'D' shall be issued by BLW.

2.1.1.2 The supplier, while submitting their bill for payment, should declare that "It is certified that the Sales Tax / VAT / CST as claimed is legally payable by buyers and has been paid / will be paid by us to the Sales Tax Authorities".

2.1.1.3 While quoting for VAT, tenderer should pass on (by way of reduction in prices) the set off / input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax duly stating the quantum of such credit per unit of the item quoted for. The tenderer while quoting their rates for tenders should give the following declaration: "We agree to pass on such additional set off / input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly".

In all cases, supplier will furnish the following certificate, while claiming payment, to the payment authority:

"We hereby declare that additional set offs/ input tax credits to the tune of Rs...has accrued and accordingly, the same is being passed on to the purchaser, and, to that effect, the payable amount may be adjusted."

However, submission of the digitally signed tender document without specifying deviation with regard to above shall be deemed as submission of aforesaid declaration.

2.1.1.4 Any statutory variation in Sales Tax / VAT / CST variation in future is liable to be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.

2.1.1.5 Where the firm quotes all-inclusive price without mentioning any taxes at present or in future, and, have also not quoted with Statutory Variation Clause, the firm shall have to bear the future variations, in all such cases. In case of Sales Tax being inclusive, exact rate of tax is to be indicated, failing which Sales Tax will be calculated as per rule.

**2.1.2 Excise Duty:**

2.1.2.1 If Excise Duty (ED) is being charged extra, then the tenderer should clearly indicate the maximum applicable rate of ED **along with the Tariff item number (i.e. classification) of central excise tariff** applicable in their offer **and the evaluation will be based on that only**.

2.1.2.2 Any statutory variation in ED (**in the quoted classification**) will be admissible within original Delivery Period only subject to documentary evidence and Govt. notifications, subject further to indication of the same in firm's offer and contract.

2.1.2.3 However ED will be reimbursed at actual only **subject to maximum rate as quoted by the tenderer and incorporated in the Purchase order except SVC within original DP under same tariff head**. In no case, the variation in ED due to increase in turnover and misclassification during the currency of contract will be admissible. ED will be reimbursed subject to documentary evidence and Government Notifications only..

**2.1.2.4 Payment of Excise Duty / MODVAT Rules:**

2.1.2.4.1 When ED is quoted "Extra" the reimbursement of the same shall be made only against documentary evidence of actual payment of ED by the firm on the basis of Gate Pass. However if the ED is quoted as "Inclusive", the component of ED has to be shown separately in the Bill duly enclosing the Excise document for its reimbursement.

2.1.2.4.2 The purchaser will not be liable to reimburse taxes and duties paid by the supplier under misapprehensions of law or misclassification. **In no case, reduction of basic price to accommodate higher rate of ED payable at the time of clearance of goods will be allowed and any extra amount of ED, if leviable at the time of clearance of goods, will be borne by the supplier.**

2.1.2.4.3 The claim for ED on each bill should be supported by the following certificates.

(a) The rate of ED is ad-valorem. The ED at present legally leviable in this case is Rs .....i.e. % of Rs. being the unit value of the Stores assessed by the concerned authority of the Excise department.

(b) Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made there under.

(c) Certified that the amount of Rs \_\_ claimed as ED in this bill is in accordance with the Provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

#### 2.1.2.4.4 **MODVAT Certificate:**

The tenderer will have to submit the following certificate in their offer: -

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-offen 'Central excise and countervailing duties' available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly."

However, submission of the digitally signed tender document without specifying deviation with regard to above, shall be deemed as submission of aforesaid declaration.

## **2.2 Applicable only for Items which are covered by GST :**

- 2.2.1** Rate, taxes, freight, un-conditional discount etc having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers for e-tenders). Financial offer made by them on "Rate Page" of electronic bid is final and cannot be revised, qualified or supplemented by any qualifying remarks elsewhere in their bid. Such remarks will be summarily ignored.
- 2.2.2** Each vender must fill and submit the Financial Offer from i.e. Rate form, as available with E-tender ,encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.
- 2.2.3** Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, GST applicable with HSN code and Freight charges up to destination, in the respective field of the Financial Offer form for each unit tendered Therefore, if the tenderer happens to quote a composite rate, due break-up is to be given Showing freight and forwarding charges separately in the field of the Financial Offer Form.
- 2.2.4** Tenderers are required to quote in the same rate unit (i.e. Number, set etc) as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.
- 2.2.5** DENIAL CLAUSE: Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to Railways at any stage Of the contract.
- 2.2.6** Goods and Services Tax:
- (i) 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.
  - (ii) 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 at the time of submission of offer/ After conclusion contract, without which no payment shall be released to the tenderer.
  - (iii) 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.
- 2.2.7** Tenderers are requested to refrain from quoting vague terms like "GST as applicable" They will have to clearly quote the current percentage rate of GST extra as applicable With HSN No.
- 2.2.8** **Payment of GST:**
- (a) GST will be paid on production of documentary proof. All input credits should be Passed on to Railways by the supplier. To this effect, the firm should give declaration that all input credits has been passed on to Railways while submitting the bills as under:  
"We Further agree to pass on such additional duties and set off as may become available in Future in respect of all the inputs used for the manufacture of the final product, on the Date of the supply by way of reduction in price and advise the purchaser accordingly".
  - (b) The claim for GST on each bill should be supported by following certificate.
    - (i) The rate of GST at present legally leviable in this case is\_\_\_\_% as assessed by the concerned authority.
    - (ii) Certified that the GST charged on this bill is not more than that is legally leviable and payable under the provision of the relevant act or rules made there under.
    - (iii) Certified that the amount of Rs. claimed as GST in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the authorities concerned in respect of the stores covered by the bills.
- 2.2.9** All the offers shall be evaluated as per tax regime as applicable on the date of tender opening.

### **2.3 Octroi Duty/ Other statutory levies:**

- 2.3.1** The purchaser will not bear any Octroi charges, and if required will issue Octroi exemption certificate only, wherever applicable. In event of Octroi Exemption certificate not being honoured by the concerned Municipal authority, and Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of IRS Conditions of Contract.
- 2.3.2** Tenderers must familiarize themselves about all the applicable taxes & duties, and in case the same is not indicated explicitly in their offer the same will be considered as inclusive. Any liability on such account will be payable on firms account.

### **2.4 Extension of Delivery Period, Liquidated Damages and Denial Clause:**

- 2.4.1** The contractor is to execute the purchase order in accordance with the terms and conditions of the order within the stipulated Delivery Period. However, in the event of failure to do so, the purchaser, on its sole discretion, may grant extension in delivery period and in such cases the purchaser has the unfettered right to recovered from the contractor, not by the way of penalty, under the provision of clause 0702 (a) of I.R.S Conditions of Contract, Liquidated damages on the store which the contractor has failed to deliver within the period fixed for delivery. In case of such extension, provision under following Para 2.4.2 to 2.4.5 shall apply.
- 2.4.2** That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, or on account of Foreign Exchange Variation or on account of any other tax or duty livable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.
- 2.4.3** That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes places after the date of delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.
- 2.4.4** But nevertheless, the purchaser shall be entitled to the benefit to any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange Variation or on account of any other tax or duty or on other ground as stipulated in the price variation clause, which take places after the expiry of the date of delivery period stipulated in the contract.
- 2.4.5** Recovery of Liquidated Damage (LD) shall be levied @ 1/2% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

### **2.5 Cartel Formation:**

- 2.5.1** The Tenderers are expected to quote most competitive prices.
- 2.5.2** Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof.
- 2.5.3** Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.
- 2.5.4** The firms who quote in cartel are warned that their names may be deleted from list of approved sources in addition of referring the matter to The Competition Commission of India (CCI).
- 2.5.5** Whenever tender is floated with purchase restriction from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendors list, without any restrictions.

### **2.6 Inspection of Stores:**

- 2.6.1** Stores are to be inspected by an Inspecting Agency indicated in the tender, only at the manufacturer's works before dispatch, unless specified otherwise. Firms are expected not to offer/seek any deviation from the Inspecting Agency indicated in the tender/contract.
- 2.6.2** In case the firm fails to offer the material for inspection against inspection call issued to inspecting agency or if the material have to be re-inspected due to rejection of the material at firm's premises by inspecting agency or due to non dispatch of material within validity of inspection certificate, then the inspection charges applicable for the offered quantity and actual test charges incurred will be paid by the supplier to inspecting agency.
- 2.6.3** In case, the purchase orders are placed on traders / agents for the items, which are peculiar to the Railways, traders / agents should indicate the source of supply and inspection to be carried out at their manufacturer's premises rather than traders'/agents' premises, to ensure genuineness of quality of the materials. Above conditions will not be applicable for the items where inspection is being carried out against WTC/MTC/GC or by the Consignee in view of urgency.

- 2.6.4 Test Certificates: It is obligatory for the successful tenderer to furnish the manufacturer's Test Certificate or any other Test Certificate specified in the specification along with the supply of stores. In the event of their inability to furnish the Test Certificate, the cost of the test to be carried out will be to the tenderer's account.
- 2.6.5 An approved firm has to note that, unless stated otherwise in a purchase order, pre-dispatch inspection shall be carried out at their work's address indicated in the approval certificate.
- 2.6.6 Details of inspection clause and consequences of rejection shall be governed by detailed instructions pertaining to inspection/warranty replacement as per Annexure 4.11.
- 2.6.7 Inspection Clause:**
- 2.6.7.1** Inspecting agencies are to be referred as per tender schedule published against individual tender thereof.
- 2.6.7.2 For all materials to be accepted against WTC:  
 "Firm is to provide original ink-signed Works Test Certificate (WTC) in BLW's Standard Format (Annexure-4.6). Firm is to also provide authenticated copies of Internal Test Certificate along with the supplies.
- 2.6.7.3 Railway may deface the rejected material.
- 2.6.7.4 (i) In case the firm fails to offer the material for inspection against inspection call issued to the inspecting agency or if the material has to be re-inspected due to rejection of the material at firms premises by the inspecting agency or due to non dispatch of material within validity of Inspection Certificate, then 50% of the inspection charges applicable for the offered quantity subject to maximum of Rs 5,000/- and actual cost of the test charges incurred, will be paid by the supplier to the inspecting agency.
- (ii) Traders/ authorized agents are required to offer material for inspection at manufacturer's premises only.
- 2.6.7.6 Final inspection and acceptance of the supplied material will be done by the Consignee after receipt of the material.
- 2.6.7.7 Whenever inspection has been allowed with firm's Work Test Certificate (WTC) payment shall be 100% against receipt and acceptance of the material (Receipt Note) unless laid down otherwise.
- 2.6.8 Consequence Of Rejection:** Cases of Rejection of Stores supplied by firm against Purchase Order placed by BLW shall be dealt with as under:
- 2.6.8.1 Pre-inspected material rejected by consignee on receipt-
- (i) Joint inspection of rejected material may be held with BLW, pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will have to be completed within 21 days of communication of rejection advice to the supplier (in line with IRS Conditions of Contract clause 703). For imported material, the time limit will be 45 days.
- (ii) In case of replacement supply against the rejected goods, the same should be pre-inspected by same inspecting agency which passed the material earlier or as decided by purchaser.
- 2.6.8.2 Material rejected after receipt but within warranty:-
- I. Materials are rejected in warranty in the following situations:
- Cat.I (a): Warranty failure of material in BLW Shop which was issued from its associate stores depot :** The warranty claim will be processed following procedure indicated in sub-Para 2.6.8.1(i), (ii) above except for the following changes: the 'rejection advice' mentioned in sub-Para 2.6.8.1(i), (ii) above will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per sub-para 2.6.8.1(i) above will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier.
- Cat I (b): For Warranty failure in shop/shed of material received from BLW (either under sale issue note or as a purchased component or rolling stock manufactured at the BLW) :**
- (i) In such cases it may not be convenient for the end user to return the material to the BLW stores depot (against which the original supply was made by the vendor). Thus in all such cases, the warranty rejected material will be kept in safe custody by the end user and the BLW will be advised by the end user about the warranty rejection duly indicating the reason(s) or rejection with a confirmation that the rejected material is under end user's custody.

- (ii) BLW will raise warranty claim on the firm. The warranty claim will be processed following procedure indicated in sub-para 2.6.8.1(i), (ii) above except for the following changes: the 'rejection advice' mentioned in sub-para 2.6.8.1(i), (ii) above will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per sub-para 2.6.8.1(i) above will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier.
- (iii) For Imported material the time limit in Cat.I(a) & Cat.I(b) will be 90 days.

II. Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

III. Inspection of the replacement supply against warranty rejection:

- a) For cases of replacement supply against warranty failure falling in the category I(a) above, the replacement supply should normally be inspected by the same inspection agency which inspected and passed original supply. Thus for I(a), any change in inspection authority for the warranty replacement will necessitate a formal amendment in contract.
- b) In case of warranty rejection of item of the category I.(b) above, it may in some cases be difficult to re-use the services of inspection agency which passed the original supply. Similarly for some items, the end user/consignee may not have the requisite inspection facility/ expertise.

Thus for warranty rejection falling in the category I.(b) above, The decision on the above will rest with the BLW who raised the warranty claim and will be indicated in the warranty claim notice.

- (c) However in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee Certificate/Internal inspection certificate and consignee's final inspection for both the categories {Cat I(a) and Cat I (b)} of warranty failure.

IV. Place of warranty replacement – For warranty replacement of category I.(a), in order to ensure correct account of warranty replacement, the place of warranty replacement will be the BLW depot which received the original supply. For warranty replacement of failure falling in category I.(b) above, an exemption can be made and the place of replacement supply shall be indicated by the BLW in the warranty claim notice to the firm to be the end-user's place.

V. For warranty replacement of the category I.(b), After settlement of warranty claim the rejected material will be handed over by the end user to the firm's representative. The end user will also inform the BLW who raised warranty claim about the replacement.

2.6.8.3 At the option of the depot officer/end-user, rectification of the material rejected may be permitted within railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category covered against Para 2.6.8.1 and 45/90 days for indigenous/imported material respectively for the rejection of the category covered against Para 2.6.8.2 If more time is taken beyond this, applicable ground rent will be levied on the firm.

#### **2.6.9 Rectification of Rejected Materials By BLW In Urgency:-**

With a view to avoid hold up in production due to non availability of certain material, it may, sometimes, be necessary in emergent cases to accept the material, which is not strictly according to drawing / specification mentioned in the purchase order, with minor repair / rectification mentioned in the purchase order, with minor repair / rectification done in BLW. In such situation, BLW reserves the right to accept such materials by carrying out minor repairs etc, as needed, if the estimated repair cost per unit is up to 10% of the unit value as given in purchase order, without taking supplier's consent. The actual cost of repair shall be recovered from the supplier.

#### **2.7 Payment Terms:**

2.7.1 Normal payment term of Railway is 100% payment after receipt and acceptance of material by consignee. Payment for the full stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.

#### **2.7.2 Payment terms of 95% + 5%:**

2.7.2.1 Payment of 95% for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR / PWB may be considered as the proof of dispatch.

2.7.2.2 Balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.



- 2.7.3 However, for orders valuing up to Rs. 5 Lakhs, 100% payment against receipt and acceptance of the material by the consignee i.e., against Receipt Note shall be preferred.
- 2.7.4 If final IC is not issued, then after fitment, commissioning testing and dispatch of locomotive from manufacturing unit, the firm may be permitted for supplying remaining quantities of the developmental order against request for the same by the vendor for extensive field trials with approval of PCEE. But final IC for prototype unit shall be issued only after field trial period of prototype unit as stipulated in governing specification. However, 80% payment can be released after fitment against bank guarantee. BG will be levied only on those vendors who are yet not approved for any item of electric locomotive.

## **2.8 Payment through ECS / EFT:**

- 2.8.1 The tenderer should give consent in a mandate form for receipt of payment through ECS / EFT (Annexure 5.5).
- 2.8.2 Tenderer should provide the details of Bank Account in line with RBI guidelines for the same. These details will include Bank's Name, Branch Name & Address, supplier's Account Type, supplier's Bank Account Number, and Bank & Branch Code (IFSC) as appearing on MICR cheque issued by bank.
- 2.8.3 Tenderer should attach certificate from their bank certifying the correctness of all above-mentioned information.
- 2.8.4 In case of non-payment through ECS/ EFT or where ECS / EFT facility is not available; payment may be released through cheque, depending upon merit. However, payment through ECS is preferable.
- 2.8.5 The bidder shall furnish following details in their offer to be incorporated in the purchase order;
- (i) Supplier's Account no. (Type)
  - (ii) Bank Name & Code.
  - (iii) Branch name & Address. IFSC
  - (iv) Whether payment is through ECS / EFT or Cheque.

## **2.9 Time Preference Clause:**

It should be noted that if a contract is placed on a higher tenderer as a result of invitation of tender, in preference to a lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay the Railway (the purchaser) the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, Sales Tax, Local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified in tender and incorporated in the contract. This is in addition and without prejudice to other legal rights available to the purchaser under the terms of contract.

## **2.10 Terms of Delivery:**

- 2.10.1 Mode of dispatch should be preferably by road / personal courier service, directly to the respective consignee.
- 2.10.2 Suppliers should clearly quote the FOR Conditions - whether station of dispatch or destination. If firm's offer is not FOR Destination, then applicable freight charges should invariably be indicated under the 'Freight' column in the rate page. In the event, any Tenderer does not specifically indicate anything about the place of delivery in his offer, it will be assumed that the offer is for delivery at the destination and the Tenderer will bear the freight. This assumption will be final and binding on the Tenderer and will not be subject to any legal dispute or arbitration in future.
- 2.10.3 Responsibility to cover the risk of loss, destruction, damage or deterioration etc. of goods till delivery to consignee including risk in transit and/or transportation shall rest with the supplier in terms of Clause 1501 of IRS Conditions of Contract.

## **2.11 Evaluation Criteria:**

### **2.11.1 Applicable only for Items which are not covered by GST :**

- 2.11.1.1 Rate, taxes, duties, freight, un-conditional discount etc having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers for e-tenders). Remarks having financial implications indicated elsewhere will not be considered for evaluation of offer. Tenderers must note that financial offer made by them at the 'Rate page' of the e-tender form is complete and final and it cannot be revised, qualified or supplemented by any qualifying remarks elsewhere in their offer. **If a tenderer quotes the incorrect rate of ED due to misclassification of the goods under excise tariff rule or due to misapprehension of LAW, in such case the offers will be ranked on the basis of the rate of ED as quoted in the rate page. However payment of ED will be governed by the relevant Para 2.1.2.4.**
- 2.11.1.2 In cases where there is a change in statutory tax regime after the tender opening, all the offers shall be evaluated as per tax regime as applicable on the date of tender opening.

- 2.11.1.3 If the quoted rate is inclusive of ED, the tenderer must indicate the rate of ED clearly. If it is not done so, the offer will be taken as inclusive of ED at the highest rate quoted by any of the participants in the tender batch.
- 2.11.1.4 If concessional ED is applicable at the time of quoting, the same should be indicated clearly along with maximum rate of ED payable for evaluation. In case, it is stated by the bidder that ED as applicable at the time of supply will be charged extra, their offer will be evaluated on the basis of maximum rate of ED, which may become applicable.
- 2.11.1.5 If firm's offer is ambiguous in respect of ED or if it quotes concessional ED in the rate page presuming its classification under concessional Tariff Head but further qualifies it through remarks that any re-classification of item in different Tariff Head resulting in higher rate of ED will be to purchaser's account etc., then its offer will be loaded by the maximum rate of ED which may become applicable and the ranking will also be decided accordingly.
- 2.11.1.6 Therefore, bidders, in their own interest, are advised to quote clear rate of ED without any qualifying or ambiguous remarks.

**2.11.2 Applicable only for Items which are covered by GST**

- 2.11.2.1 The offers shall be evaluated based on the GST rates as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.
- 2.11.2.2 Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.
- 2.11.2.3 Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the Purchase order, payment shall be made as per GST rate which is lower of the GST rate incorporated in the Purchase order or billed.
- 2.11.2.4 Vendor is informed that she/ he would be required to adjust her/ his basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order.
- 2.11.2.5 Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number under GST

**2.11.3 Evaluation criteria for multi-consignee / multi-items tenders**

- (a) Unless otherwise specified, the evaluation of tender will be done item wise and consignee wise.
- (b) For multi consignee items, the rate should be quoted by firm on FOR Destination basis for each consignee separately. The inter-se ranking of the offers will be decided for each consignee separately.
- (c) In tenders where schedule of requirement consists of several items, the inter-se ranking will be decided for each item separately. The firms are required to quote the rate for each item separately.
- (d) In tenders where several items are grouped in a "KIT" or "SET" and the tendered quantity is in sets, the firm should quote single rate for the tendered kit/set of items. In such cases, the inter-se ranking shall be decided on the rate quoted by the firm for "Kit" or "Set" of items.

**2.12 Items sourced from RCF/ RDSO/ ICF/ CLW/ BLW/ DLMW/ CORE approved vendors:**

- 2.12.1 Wherever necessary as per policy of procurement and is so indicated in the tender schedule, regular purchase order for minimum 80% of the net procurement quantity (NPQ) will be normally placed only on those firms who have been approved by the authorized vendor approving unit for respective items viz.: -
  - a. BLW,
  - b. RDSO,
  - c. DLMW,
  - d. CLW,
  - e. RCF/KXN,
  - f. ICF,
  - g. CORE
- 2.12.2 The approval status of the firm will be reckoned as on the date of the tender opening and not thereafter except in case of downgrading / removal / suspension / banning etc. after opening of tender, when changes shall be taken into account while considering the offer.
- 2.12.2.1 Where there are not more than three Indian Suppliers categorized as Approved Vendor in RDSO vendor directory for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factor including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre-decided tender criteria. Such order shall be treated as bulk order.

- 2.12.2.2 System of vendor categorization adopted for RDSO shall be followed for all the vendor approving agencies to bring uniformity. All the policies for ordering in procurement of items reserved to be procured from vendors approved by RDSO shall apply, as it is and as amended by Railway Board from time to time, on procurement of items reserved to be procured from vendors approved by other vendor approving agencies also.
- 2.12.2.3 Railway Board letter no 2001/RS(G)/779/7 Pt 2 (1) dated 06-11-2018 for consideration of developmental vendors for placement of bulk order without any quantity restriction in case of items where there are not more than three approved vendors, shall also apply for all items approved by all vendor approving agencies.
- 2.12.3 If the works address indicated in the offer is different from what is indicated in the approval certificate issued by the respective vendor approval agency, then such offer will be treated as if the same has been received from an unapproved source.
- 2.12.4 **Placement of Developmental Orders against regular tenders:**  
Developmental order can be given up to 20% of the NPQ on unregistered / untried firms about whom Railway is prima facie satisfied that they are capable of executing the order.  
For RDSO controlled items, placement of developmental order on new sources, may be recommended with provision in Letter of Acceptance (LOA) that capability and capacity assessment (CCA) shall be done by RDSO. Formal PO shall be issued subject to CCA clearance by RDSO.
- 2.12.5 **Placement of Developmental Orders against developmental tenders:**  
Placement of developmental order through developmental tender shall be governed as per policy circular issued vide Railway Board's letter no. 99/RS(G)/709/1/Pt. Dt. 13.01.2015 is applicable for placement of developmental order through developmental tender.
- 2.12.6 Offers from authorized agents will be considered only if they submit tender specific authorization from the manufacturer, failing which their offer will be ignored summarily without making any further reference to them.
- 2.12.7 If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item/product. In such cases both the bids of that agent will be summarily rejected.
- 2.12.8 In a tender either the Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In cases where both principal/OEM and their agent participate in bidding for same item/product, any or both the bids shall be liable to be rejected.
- 2.13 Items for which no approved vendor list has been issued:**  
In such cases, for being eligible for a regular order(s) for quantity not less than 80% of NPQ, the tenderer must have 'Relevant Past Performance' with Banaras Locomotive Works, Varanasi as defined in the following para 2.13.1. Further, up to 20% of the NPQ may be ordered on new sources also, as developmental order(s), on the basis of 'Capacity-cum-Capability' of the source as defined in para 2.13.2.
- 2.13.1 **'Relevant Past Performance' for Regular Orders:**  
A firm/ tenderer shall be considered to possess relevant past performance for satisfactory execution if they have been placed with a regular order in past or they have executed not less than 50% quantity against at least one Developmental Order placed by BLW, Varanasi in the last five years as on the date of tender opening.  
The past performance for satisfactory execution shall mean and include performance in respect of any one of the following: -  
(a) Tendered item, unless (b) or (c) is expressly specified in the tender schedule  
(b) Similar item, or  
(c) Any of the tendered items as the case may be,
- 2.13.2 **'Capacity-cum-Capability' for Developmental Order:**  
For consideration of developmental orders, the tenderers must be able to demonstrate their capacity-cum-capability to manufacture the tendered item. For this purpose they should submit along with their offer, documented past performance reports of same or similar items of equivalent rating or equivalent performance parameters, details of M&P, testing facilities, QAP (If available), technical manpower available with them, registration for same/similar item(s) with other Government agencies or PSUs etc. or any other details as may be warranted as per the technical specification and Drawing. Such tenderers are to note that non submission of such documents as per Annexure 5.1 shall be taken as their not having any such past performance and/or capacity, and their offer shall be considered further as per extant rules and no back reference in this regard will be made to them.  
  
Issue of Sample on return basis: Whenever demanded by the vendor and considered justified by BLW as an expedient measure for development of item, BLW may issue a returnable sample after submission of necessary financial security of adequate value along with non disclosure agreement (NDA) by the firm. The sample so issued by BLW shall be deemed just "one of the many" and shall not be made a basis for any

change in the drawing/ specification post contract. Decision in regard to issue of sample will be sole discretion of BLW and binding to firm.

### 2.13.3 **Material to be procured from OEM or their authorized dealers / distributors:**

- (a) Wherever so specified, the Railways reserve the right to place orders for either entire or bulk quantity on OEMs or their authorized dealers.
- (b) Any firm quoting on behalf of OEM must submit tender specific authorization certificate or valid distributorship/dealership agreement as the case maybe, along with their offer and agree for inspection by the nominated agency (as the case may be) at the premises of their principals, failing which their offer shall be liable to be rejected.
- (c) The following would be preferred in such cases:
  - (i) Inspection by RITES/RDSO/Nominated agency at the manufacturing premises of the relevant manufacturer. RITES/RDSO/Nominated agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made in the manufacturing premises of the manufacturers and not in the warehouse/Godown/Shop of the dealer
  - (ii) Direct dispatch from the premises of the manufacturer to the Railways consignee after inspection and acceptance by RITES/ RDSO.
  - (iii) Submission of Manufacturer's Test and Guarantee Certificate with each lot of supply.
- (d) One agent cannot represent two suppliers or quote on their behalf in the same tender and for the same item. Similarly, one OEM/Principal cannot appoint more than one agent in the same tender and for the same item.

### 2.14 **Insertion of Option Clause:**

- 2.14.1** The provision of + (plus) 30% Option Clause shall be inserted in tenders as a Special Condition of Contract with a minimum purchase value of Rs. 1.5 Crores, for fixed quantity contracts, for procurements of materials of which the requirements are of continuing nature. However, railways are not debarred from inclusion of + (plus) quantity option clause in tenders for fixed quantity contracts valuing below Rs 1.5 Crores, wherever so required in the railways own interest provided the requirements of such material are of continuing nature.

For running contracts, Para 3800 of IRS Conditions of Contract on contractual quantity variations will apply.

However, the provision of - (minus) 30% option clause shall not be inserted in the tenders/contracts.

#### 2.14.2 **Approval for Option Clause:**

While deciding the acceptability of tenders/contract, the value of quantity under "+30% Option Clause" will be excluded from the value of tenders for determining the level of competency of acceptance.

#### 2.14.3 **Operation of Option Clause:**

Option Clause may be operated by the Competent Authority within his powers of Tender Acceptance ( for original quantity + quantity under Option Clause). For Non-TC cases, Finance concurrence would be required for those purchase orders, where with option clause quantity, the value of contract is within vetting limit of purchase order. However, Operation of 30% option Clause in TC cases to be done without Finance Concurrence and only Modification Advice to be vetted by Finance.

The Competent authority for operating +30% option clause shall be determined on the value of entire quantity (i.e. original tender quantity +30% option clause quantity).

Where the + (plus) 30% quantity option leads to fractional quantities, these may be rounded off to the next higher number, if the fraction obtained is 0.5 or more.

Option Clause may be operated only where there is clear demand for additional quantities and benefits accrue to Railways in terms of existing contractual rates being reasonable/ lower than newly opened Tendered rates, if available.

While exercising Option Clause on firm/ firms, it must be ensured that the performance of the firm/ firms on whom option is proposed to be exercised is satisfactory in the present contract vis-a-vis the firm/firms on whom also the orders have been placed in the same tender for the same item.

Option Clause can be exercised anytime within the Delivery period, by giving reasonable notice .

'Reasonable notice' as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant Modification Advice to the contract will suffice.

In a contract that provides for quantity option clause, in case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

**2.15 Pilot Sample:**

- 2.15.1 Whenever, in terms of the contract, firm is required to submit pilot sample, they will be required to submit minimum three samples for approval, if not specified otherwise. Out of that, one sample, if found suitable after testing, will be returned to the firm for reference purpose and for the guidance of the Inspection Agency, if required. One sample duly approved shall be retained by the Depot officer. The 3<sup>rd</sup> sample, if gets destroyed during the testing, shall be accounted for by the Depot officer, provided same gets passed and found suitable during testing.
- 2.15.2 In the event of a pilot sample failing the inspection/tests, all the samples whether intact or broken during a destructive test as the case may be, shall be returned to the supplier along with the inspection report, if any, provided by the inspecting/testing agency.
- 2.15.3 Submission and collection of the sample shall be sole responsibility of the supplier.

**2.16 Quantity to be ordered:**

- 2.16.1 Railways reserves the right to cancel the tender for full or part quantity tendered without assigning any reason. The rates quoted by the tenderers for the full quantity would be taken as valid even for part quantity.
- 2.16.2 Wherever considered necessary by the purchaser, the quantity to be ordered can be split amongst two or more sources for ensuring better availability of material keeping in view the vital / critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms. In such cases the provisions of Para 2.17 shall be normally applicable.
- 2.16.3 The Principal Chief Materials Manager or any officer authorized on behalf of President of India acting through, General Manager is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

**2.17 Criteria for Splitting of Tender Quantity (In case of pre-decided split ordering):**

- 2.17.1 The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.
- 2.17.2 Whenever such splitting of procurable quantity is made, the quantity distribution will depend (in an inverse

manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc, being same / similar) in the manner detailed in the table below :

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shall decide.

In the phrase 'differential rates quoted by the tenderers', the quoted rate would mean:

- i. When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.
- ii. When price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity) – say firm "A" – as obtained at the time of tender opening.

- 2.17.3 If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the above para.
- 2.17.4 The rate of highest eligible tenderer within the zone of consideration has to be per-se, reasonable to the purchaser.
- 2.17.5 In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principles of Natural Justice and Equity.
- 2.17.6 In cases of pre-decided splitting, if the purchaser decides not to split the ordered quantity, the reason for the same should be recorded in TC minutes/acceptance in direct acceptance cases.
- 2.17.7 For cases where the Rlys/PUs had entered into ToT/JV agreements, the following clause should be stipulated as tender conditions:

"As the Rly has entered into ToT/JV agreement with.....no. of firms, they reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 2.2.2 (B) shall apply with the exception that the aspect of 'per-se reasonability' will not be applicable."

## **2.18 Warranty/Guarantee:**

- 2.18.1 Unless otherwise stated in the tender schedule and/or tendered specification, the warranty/guarantee as specified in the IRS conditions of the contract i.e. 30 months from the date of supply or 24 months from the date of commissioning, whichever is earlier, shall apply. In case, there is difference in the period specified in the tendered specification vis-a-vis IRS Conditions, former will prevail.

Tenderers should further note that if the Guarantee/Warranty is a part of the tendered specification and/or tender schedule, then any deviation on this count, shall be treated as a technical deviation, which may render their offer technically unsuitable. **Bidders are advised to bring such deviation(s) clearly in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity in this regard or any other respect shall be to the disadvantage of the bidder.**

Further, Suppliers shall ensure that the materials are invariably stamped with marking as may be detailed in drawing/specification of material to enable correct reckoning of warranty.

- 2.18.2 **Bank Guarantee towards Warranty obligation:**

For items like machinery and Plant, Costly equipment, capital spares, the tenderer, wherever called upon to do so, shall furnish a Bank Guarantee of 10% of Material value to cover their warranty obligation. The model proforma of the Warranty/Guarantee bond is annexed as Annexure 4.3. It would be the responsibility of the contractor to ensure that Bank Guarantee (BG) required to be submitted by them, should be sent directly by the issuing Bank under registered Post to the concerned Purchasing Authority and, in no case should be brought by the tenderer. That is to say, the firm shall not involve themselves in transmission of the BG between the issuing bank and the purchaser.

- 2.19. **General Damages:** If the contractor fails to deliver the Stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before expiry of such period, purchaser would be entitled for action as per clause 0702 of IRS conditions of contract. However where risk purchase as per clause 0702(c & d) could not be resorted to, due to any reason, the purchaser would be entitled to claim from the contractor the difference between the contract rate and the market rate on the date of breach of contract. In case the established market rate is not ascertained, 10% of the defaulted value of contract would be taken as "General Damages" cancelling the contract. Further to the extent SD has been taken (say of value 'A' which is less than 10% value of contract), in such cases, the GD will be leviable only for the difference amount i.e. GD leviable (say 'B') will be equal to 10% of outstanding value of contract minus the value of SD submitted (A). In such cases, SD amount 'A' shall be forfeited and the 'GD' amount 'B' shall be recovered from the firm.

**2.20 Arbitration: The revised arbitration clause of IRS conditions of contract is reproduced as under:**

**2900: SETTLEMENT OF DISPUTES**

**2901. Conciliation of disputes:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by any of the parties to the concerned "Chief Materials Manager (CMM) " through "Notice of Dispute". CMM shall, within 30 days after receipt of "Notice of Dispute", notify the name of sole conciliator to the parties. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract. If the parties reach agreement on settlement of the dispute, they shall draw up a written settlement agreement duly signed by parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated:

- (1). By the signing of the settlement agreement, on the date of agreement; or
- (2). By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or
- (3). By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration;

**2902 Matters Finally Determined by the Railway:** All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the General Manager (for the purpose of para 2900 the term General Manager shall imply General Managers for Production Units, and the General manager shall, within 120 days after receipt of the representation, make and notify decisions on all matters referred to by the Contractor in writing. Provided that matters for which provision has been made in any Clause of the Special or General Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause. **Provided further that where Railways has raised the dispute, para 2902 shall not apply.**

**2903: Demand for Arbitration:**

**2903(i):** In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the Railway fails to make a decision within 120 days (as referred in 02), then and in any such case, but except in any of the "excepted matters" referred to in Clause 02 of these Conditions, parties to the contract, after 120 days but within 180 days of their presenting their final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration. Provided that where the claim is raised by Railways para 2903(i) shall not apply.

**2903(ii)(a):** The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.

**2903(ii)(b):** The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation Act 1996 (as amended), if they agree for such waiver in writing, after dispute having arisen between them.

**2903(iii)(a):** The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

**2903(iii)(b):** The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

**2903(iii)(c):** Respondent shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Arbitral Tribunal.

**2903(iii)(d):** Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

**2903 (iv):** No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

**2904: Obligation During Pendency of Arbitration:** Supplies under the contract shall, unless otherwise directed by the Purchase Officer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not supplies should continue during arbitration proceedings.

**2905: Appointment of Arbitrator:**

**2905(a): Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:**

(i) **In cases where the total value of all claims in question added together does not exceed 1,00,00,000/- (Rupees One Crore only),** the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

(ii) **In cases where the total value of all claims in question added together exceeds 1,00,00,000/- (Rupees One Crore only),** the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department may be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

(iii) The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 2905(a)(i) and clause 2905(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

**2905 (b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:**

(i) **In cases where the total value of all claims in question added together does not exceed 50,00,000/- (Rupees Fifty Lakh only),** the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway 68 Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager. Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) **In cases where the total value of all claims in question added together exceeds 50,00,000/- (Rupees Fifty Lakh only),** the Arbitral Tribunal shall consist of three (3) retired Railway Officers, retired not below the rank of Senior Administrative Grade Officer,. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrators duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.



Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

**2905(c)(i)** If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, the General Manager shall proceed for appointment of arbitral tribunal within 30 days of the expiry of such time provided to contractor.

**2905(c)(ii)** If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

**2905(c)(ii)(a) Fast Track procedure:** Parties to the arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Section 29B of the Arbitration & Conciliation Act, 1996, as amended.

**2905(c)(ii)(b)** Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding 69 appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

**2905(c)(iii): (i)** Qualification of Arbitrator (s):

- (a) Serving Gazetted Railway Officers of not below JA Grade level.
- (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (c) Age of arbitrator at the time of appointment shall be below 70 years.

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(s) under Sub-Clause 2905(a)(i), 2905(a)(ii), 2905(b)(i) & 2905(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

**2905(d)(i):** The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

**2905(d)(ii):** A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

**2905(d)(iii):** A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

**2906:** In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

**2907:** Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

- 2908(a):** The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.
- 2908(b):** Sole arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.
- 2909:** The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to make a reference to Micro and Small Enterprises Facilitation Council, if the dispute is in regard to any amount due under Section 17 of the MSMED Act, 2006. In case a Micro or Small Enterprise, being a party to dispute, makes a reference under the provisions in MSMED Act 2006, the provisions of the MSMED Act 2006, shall prevail over conciliation and arbitration agreement as contained in the contract.
- 2910:** Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant para of IRS Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

### **Annexure**

Certification by persons under consideration to be nominated as Arbitrator.

1. Name
2. Contact Details:
3. I hereby certify that I have retired from Railways w.e.f. in grade.

Or

I hereby certify that I am serving Railway Officer and am presently posted as in grade.

4. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

5. I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996. The details of such relationship or interest are as under:

6. There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

- 2.21.1 Pre- Arbitration Meetings:** To avoid the cumbersome & time consuming process of arbitration, pre-arbitration meeting with the suppliers can be held for settlement of claim of contractors. However such meeting/discussions shall be without prejudice to the Railway's interest in the matter. If an understanding is reached between the administration and the supplier, discussions will be recorded indicating the claim admitted to the extent and the claim not admitted and the supplier's no claim certificate taken on that basis. In either case subsequent action shall be proceeded and the residual disputes if any, shall be referred to arbitration in terms of clause/Para 2.21 above.

## **2.22 Jurisdiction of courts:**

The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

**2.23** Compliance of provisions contained in Contract Labour (Regulation and Abolition) Act, 1970 shall be ensured by the Supplier wherever applicable in fulfilling the contractual obligations as per the scope of supply within the supply contract.

## **2.24 Conditions for Installation and Commissioning of items other than M&P:**

In cases, where the installation and commissioning of stores supplied is to be done by the supplier, the following conditions will also apply:

- (i) The installation and commissioning charges should be shown separately. Firm must quote these charges separately in their offer in appropriate column.
- (ii) The payment for installation and commissioning will be done after the successful installation and commissioning by the firm.
- (iii) Firm should emboss/put permanent sticker/engraving showing date of manufacturing for each of the component requiring installation and commissioning.
- (iv) Call for installation and commissioning will be given by shop officers against specific PO with a copy to Depot Officers.
- (v) Firm shall depute the staff for installation and commissioning within 15 days of call, failing which LD @ 2% per month of value of goods subject to maximum of 10% will be recovered.
- (vi) Bills for installation and commissioning will be submitted to the Depot Officers along with installation and commissioning certificate issued by shop officers.
- (vii) Depot Officers will have to submit the bills to Accounts Department. for payment and will maintain record of payment of installation and commissioning charges against various POs in each case.

## **2.25 Conditions for Fabrication Contracts:**

- a. The raw material shall be issued to the contractor against bank guarantee. The contractor shall submit a bank guarantee equivalent to the cost of raw material (to be advised by the consignee) within 14 days of the placement of order failing which a penalty of Rs.1000/- per day shall be imposed.
- b. The contractor shall lift the raw material within three days of the demand placed by Depot Officer or his authorised representative.
- c. Any intimation by telephone, telex or fax by Depot Officer or his authorised representative for lifting of material shall also be deemed to valid demand.
- d. Any delay in lifting the raw material by contractor beyond 03 days of demand, shall attract a penalty @ ¼% per day of fabrication value of material for which raw material has been offered to contractor per day.
- e. Any delay in returning the fabricated material beyond the delivery period shall attract a penalty of @ ¼ % per day of fabrication value of the material for which raw material has been given to the contractor.

## **2.26 Alteration of Specifications, Patterns and Drawings**

The purchaser reserves the right to alter from time to time; the specifications, patterns and drawings and from the date that may be specified by him the articles shall be, in accordance with the specifications, patterns and drawings, so altered. In the event of any such alteration involving an increase or decrease in the cost or in the period required for production, a revision of the contract price and of the time fixed for delivery shall be made in relation to the articles of the alterations. The decision of the purchaser on the question, whether the alteration involves an increase or decrease in the cost or in the period required for production shall be final and conclusive.

## **2.27 Declaration for infringement of IPR by tenderer/supplier.**

2.27.1 All prospective manufacturer or supplier shall note that:

- i) BLW/Indian Railways shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in the design & development of this item and any other factor not mentioned herein which may cause such a dispute. The entire responsibility to settle any such disputes/matters lies with the manufacturer/ supplier. BLW stands indemnified for claims whatsoever arising out of such issues.
- ii) Details/design/documents given by prospective tenderer shall not infringe any IPR and they are responsible in absolute and full measure instead of BLW/Indian Railways for any such violations. Data, specifications and other IP as generated out of interaction with railways shall not be unilaterally used without the consent of BLW and right of Railways / BLW on such IP is acceptable to them.

### Section 3

## **Special Conditions of Tenders for Machinery & Plants Items**

### **3.1 Authorization letter:**

- 3.1.1 BLW will prefer that OEM participate directly in the tendering process. In all other cases the tenderer must be authorized dealer/ distributor of OEM or authorized by OEM for this specific tender. Relevant valid documents in this regard should be uploaded along with the offer. After opening of tender no documents in this regard shall be accepted.

### **3.2 Validity of offer:**

- 3.2.1 The offer should be kept valid for 180 days from the date of opening of the tender.

### **3.3 Evaluation Criteria:**

- 3.3.1 In addition to relevant parts of para 2.11, the tender must ensure to quote for all the concomitant accessories, essential accessories/spares/services and AMC charges (wherever applicable) at the predominated place on the e-offer form as these are considered for evaluation of the offer and arriving at inter-se ranking. It is made clear that the rates quoted under the heading of optional accessories/spares/services etc. will not be included for the purpose of arriving at inter-se ranking.
- 3.3.2 Tenderer must ensure to offer rates for all the tendered items including optional accessories/spares/services etc. as non compliance of this will render their offer incomplete.

### **3.4 Qualifying criteria:**

- 3.4.1 Tenderers are required to read the qualifying criteria carefully in the technical specification-I attached with the tender document. All the documents in support of qualifying criteria must be uploaded along with the offer and no documents in this regard will be accepted after the opening of the tender. Railways, however reserves the right to verify such documents and the informations contained therein. In case of any discrepancy or falsehood, extant provision under the law shall be applicable.

### **3.5 Technical Compliance and Deviations:**

- 3.5.1 **No deviations will be permitted in the leading parameters of the tendered item and offers with deviation in the leading parameters will be ignored without any back reference.** The technical deviations in other parameters, if any, have to be mentioned at pre-nominated place in the e-offer form under "Statement of technical deviations" only. If the deviations are uploaded in form of a document then it must have reference at the above pre-nominated place on the e-offer form duly indicating the file name of uploaded document failing which such document will not be evaluated for the purpose of technical deviations.
- 3.5.2 By participating in the tender, the tenderers are deemed to agree to comply with each and every clause of technical specification-I unless deviations to any clause(s) is expressly brought out under the statement of technical deviations in the e-offer form at pre-nominated place.
- 3.5.3 Any deviations with respect to tendered values of parameter and uploaded catalogue/ make & model should be brought out clearly in the technical statement deviation and acceptability or otherwise of this will be sole discretion of the Purchaser.

### **3.6 After Sales Service:**

- 3.6.1 The tenderers should confirm that they will render quick after sales service during the warranty period of the machine and advise details of their after sales network/ office which will render the said service.

### **3.7 Annual Maintenance Contract (wherever applicable):**

- 3.7.1 Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) for a period of five years after expiry of the warranty period of the M&P along with their offers. The scope of AMC will include preventive and breakdown maintenance. AMC charges will include all costs of personnel, spares etc. except the cost of consumables required for day-to-day operation & daily maintenance checks.
- 3.7.2 The tenderers should quote AMC rates for each of the five years. The AMC prices for each year will be firm. The AMC charges shall be separately payable in Indian Rupees only. The AMC charges would be added to the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer. In order to equitably compare different AMC charges for different years, the concept of NPV (Net Present Value) may be used at a predetermined rate of discounting to bring the AMC charges at the same footing in the assessment of FOR destination price. The rate of discounting and the NPV calculation has been pre-disclosed in the e offer form of the tender.
- 3.7.3 Railways reserve the right for entering into Annual Maintenance Contract (AMC) on the basis of rates quoted by the tenderer in their tender against AMC charges.

3.7.4 The post-AMC maintenance of machines will be dealt with by the end users. In order to facilitate the same, tenderers are required to give the current cost of spares required for maintenance of machine after AMC period and the current Service charges for each items of work of repair of M&P beyond the AMC period. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.

3.7.5 Tenderers who are OEM, must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a period of expected life of the machine/equipment.

### **3.8 Warranty:**

3.8.1 Unless otherwise indicated otherwise in the Technical Specification – I, the Warranty period for M&P will be 24(twenty four) months from the date of commissioning and proving out of M&P. Offers with warranty less than this will be summarily rejected. A maximum period of 2 (two) weeks will be allowed for attending and rectification of faults during the warranty period.

3.8.2 Maximum down time during the warranty period will be 2% (two percent) for on line M&P and 10% (ten percent) for off line M&P calculated on quarterly basis.

3.8.3 A penalty of 0.5% (Zero point five percent) per week of the contract value will be levied for delay in response time for attending and rectification of faults beyond specified time during the warranty period as detailed above.

3.8.4 Maximum penalty to be levied on account of warranty failure will be 5% (Five percent) of the contract value calculated during whole of warranty period and after that if there is any delay on the part of supplier purchaser shall be entitled for encashment of WG Bonds. In such cases the bad performance of tenderer during the warranty period, the same will be recorded and circulated to all Railways. The same will be given due regard in deciding future orders on the tenderer and when evidence to the contrary is not available, the tenderer's offer may be even rejected.

### **3.9 Timely Commissioning and Proving out of M&P:**

3.9.1 The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the Part of the contractor, the purchaser shall be entitled to recover from the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value for each month or part thereof for which commissioning is delayed, provided the amount of liquidated damages under the provision of this clause shall not exceed 10% of the total contract value. Failure to install/commission the machine within stipulated time after intimation from the consignee will be taken as breach of contract and purchaser will be at liberty to forfeit the Security Money furnished by the supplier without any prejudice to other rights under the contract.

3.9.2 Continuance of commissioning work after expiry of stipulated time will also constitute default for the purpose of the above. The decision of the Purchaser, whether the delay in commissioning is attributable to the Contractor, shall be final.

### **3.10 Payment Terms:**

3.10.1 For orders valued upto Rs. 5 lakh - 100% payment will be made after inspection and receipt/installation and acceptance of equipment by the consignee.

3.10.2 **Payment to foreign supplier:** Payment against foreign supplies shall be made through Letter of Credit. All charges, including the confirmation charges of L.C, levied by foreign banks, shall be borne by the supplier. The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under:-

(a) 80% of the payment against irrevocable L.C on proof of inspection certificate and shipping documents within 30 days of receipt of shipping documents as specified.

(b) Balance 20% payment within 90 days after installation / commissioning and proving out test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security.

3.10.3 **Payment against indigenous supply:** The standard payment terms subject to recoveries in any, under the liquidated damages clause and general condition of contract will be as under:-

(a) 80% of the payment on proof of inspection certificate and Rail/Road Challan to be made within 30 days of receipt of documents as specified.

(b) Balance 20% payment within 90 days after satisfactory installation/ commissioning and proving test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security.

3.11 **Training:**

The contractor during commissioning of the equipment will also train Railway staff in operation and maintenance of equipment supplied.

3.12 **Maintenance Manual & Spares Parts:**

Contractor is required to supply 2 copies of operation and maintenance manual and lists of Spare Parts along with the equipment.

**Section 4**

**Annexures**

**Annexure 4.1**

**Proforma for Equipment & Quality Control**

Tender No. \_\_\_\_\_ Date of Closing \_\_\_\_\_ Time \_\_\_\_\_ Hrs

1. Name & Full address of the firm:
2. Telephone/ Fax No. Office/ Factory/ Works
3. Location of the Factory/ Works
4. Location of the Factory/ Works
5. Details of Industrial licence, wherever required as per statutory regulations
6. Details of Plant & machinery erected and functioning in each department (monograph & description pamphlets be supplied, if available)
7. Details of the process of manufacture in the factory in brief
8. Details of stocks of raw material held
9. Production capacity of the item(s) quoted for, with the existing plant & machinery
  - 9.1. Normal
  - 9.2. Maximum
10. Details of arrangement for quality control of products such as laboratory testing equipments etc.
11. Details of staff
  - 11.1. Details of technical supervisory staff-in-charge of production & quality control
  - 11.2. Skilled labor employed
12. Maximum number of workers (skilled & Unskilled) employed on any day during the 18 months preceding the date of application
13. Are you registered with the Directorate General of Supplies & Disposal, New Delhi, India or any of the Zonal Railways/ Production units? If so, furnish particulars of registration, period of currency, etc.
14. Are you a small scale unit registered with the NSIC, India? If so, furnish particulars of registration, period of currency, etc.
15. Is your unit an ISO certified unit? If so, furnish particulars of registration, period of currency, etc.

**Model Form of Bank Guarantee Bond For Submission of "Security Deposit"**

To:  
The President of India  
Acting through the PFA,  
Banaras Locomotive Works, Varanasi

**GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said Agreement"), of security deposit for due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) we (Indicate the name of the bank) (Hereinafter referred to as "the Bank") at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.
2. We \_\_\_\_\_ (Indicate the name of the bank) do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_\_.
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal.  
  
The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (Indicate the name of 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 Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (Office/Department) Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this Guarantee thereafter.
5. We \_\_\_\_\_ (indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government 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 Government or any indulgence by the Government 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. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).
7. We \_\_\_\_\_ (Indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
For \_\_\_\_\_ (Indicate the name of Bank)



**Proforma for Warranty /Guarantee Bond**

To  
THE PRESIDENT OF INDIA  
Acting through the PFA,  
Banaras Locomotive Works, Varanasi

Sub: Guarantee No \_\_\_\_\_ for \_\_\_\_\_ (Amount) Covering Machine(s) Serial No \_\_\_\_\_  
supplied to (Consignee/s) \_\_\_\_\_ Ref: Contract No \_\_\_\_\_  
dated \_\_\_\_\_ Placed on M/ s \_\_\_\_\_

1. WHEREAS M/s \_\_\_\_\_ one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government") \_\_\_\_\_ Nos. of \_\_\_\_\_ (give description) as per contract No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called "the said contract").
2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.
4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of (Rs. \_\_\_\_\_) representing 10 per cent of the value of the Stores despatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Govt. whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.
1. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.
8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel \_\_\_\_\_ vide Bill of Lading No. \_\_\_\_\_ dated \_\_\_\_\_ (in the case of Import contracts) or R/ R No. \_\_\_\_\_ dated \_\_\_\_\_ (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to \_\_\_\_\_ i.e. for \_\_\_\_\_ months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i.e. upto \_\_\_\_\_ (date), hereinafter called the said date.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.
10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

**Electronic Clearing Service (Credit Clearing) Model Mandate Form**

- 1) Investor / customer's name :
- 2) Particulars of Bank Account :
- A. Name of bank :
- B. Name of branch :
- Address :
- Telephone No. :
- C. 9-Digit code number of the bank and branch :
- D. Type of account (SB, Current, or Cash Credit) with code (10/11/13)
- E. Ledger and Ledger Folio Number :
- F. Account number (as appearing on the cheque book) :

(In lieu of bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above bank particulars)

- 3) Date of effect :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

\_\_\_\_\_  
Signature of Investor / Customer  
Date:

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

Bank's Stamp

**WORK TEST CERTIFICATE**  
(On the letter head of the manufacturer)

Ref :

Date :

1. P.O. No. & Date :
2. Description & Part No.
3. Challan No. & Date :
4. Central Excise Invoice No. & Date :
5. BLW Drg. and specification reference :  
(In case the same is as per manufacturer's Drg. & Specn. It should be mentioned).
6. Qty : (A) Ordered Qty. .... (C) Qty. inspected so far including this WTC  
(B) Qty. inspected ..... (D) Qty. Balance
7. Addressed of Plant where manufactured:
8. Vendor identification marking on the components:
9. Details of packing & Qty. within the Pkg/ Box:
10. Product Serial No./ Qty. details if applicable :
11. **Certificate-** That the material identification above has been processed, tested & inspected in accordance with the requirements of the P.O. applicable specification including any amendments and conforms to the requirements thereof. All these relevant records as well as other technical information may be required by BLW will be retained for the warranty period.
12. We guarantee to replace at destination any part where manufacturing defects in material or workmanship have been determined in line with terms stated in the contract. This material was packed and marked in compliance with the requirements of the contract.

**Authorised Signatory**  
**(Name & designation)**  
**Suppliers Stamp**

**BLW BILL FORMAT**

TIN No.....

Name and Address of the firm

.....

Bill No.....Date.....

Purchase Order No.....

Date.....

Name and Address of the Consignee.....

.....

SN.	Authority for Purchase	Description of Stores	Number or Quantity	Rate		Price per		Amount	
				Rs	P	Rs	P	Rs	P
	Total								

1. C.S.T./Sales Tax Amount
2. Freight (if applicable)
3. Excise Duty ( if applicable)
4. Packing and Forwarding charges ( if applicable)
5. Others ( Please specify)
6. PVC Amount ( with calculation sheet enclosed)

.....

7. Deduction / Discount.

8. Net Amount Payable.

(in Words) Rs.....

Dispatch Detail RC NO/ R Note. NO.....Dated.....

Inspection Certificate No. ....Dated.....

Place and Date .....

Received

Rs..... (Rupees.....)

Revenue Stamp

**Signature and Stamp of Supplier.**

**Invoice/Bills for stores supplied****Invoice No.****Date :****Name & Address of Supplier-**

GSTIN of Supplier

Phone No.

Email Address.

Whether supplier is registered under composition taxable scheme- Yes/No

**Details of Receiver (Billed to)**Name & address : **PFA, BLW, Varanasi**State & state code : **Uttar Pradesh**GSTIN/Unique ID : **09AAAGM0289C1ZH****Details of consignee (recipient)**

Name &amp; address

State &amp; state code

GSTIN/Unique ID

P.O. No.

Date :

Sl. No.	Description of Goods	HSN Code	Qty.	Unit	Rate (per Item)	Total Value	Taxable Value	CGST/IGST *		SGST/UTGST		Cess	
								Rate	Amt.	Rate	Amt.	Rate	Amt.
	Material Value Add : Freight Add : Insurance Add : Packing & Forwarding charges Add : Others PVC Amount (with calculation sheet enclosed) Total Less deduction Net value												
								On net value.					

Net value (In Fig.)

Net value (In words)

Dispatch details : R/C No./R/Note No./Inspection Certificate No.

\*CGST &amp; SGST will not be applicable in case of IGST, tick out whichever is applicable

Revenue Stamp duly  
Supplier  
Crossed /Signed with  
Firm SealSignature of the  
with Firm's Seal

**Check List for Submission of Bills**

1. Whether Bill is prepared in the standard format and is marked ORIGINAL.
2. Whether TIN No. mentioned on the Bill.
3. Whether Complete firm's name & address, P.O. No. & Date, Bill No. & date is mentioned on the Bill.
4. Whether full description of material has been mentioned on the Bill.
5. Whether Bill has been prepared as per PO i.e. rate of material, ED, CST, Packing charges, Fright etc. is correct.
6. Whether total amount payable is mentioned on the Bill in both figures as well as in words also.
7. Whether Bill is signed by the competent authority of the firm and firm's seal is impressed.
8. Whether all documents as per PO i.e. Bill in duplicate, ED documents, Challan copy, VAT Certificate & Back-log Certificates, Freight documents, if required, R. Note, Inspection Certificate, MODVAT Certificate etc. are enclosed with the Bill, and the same are listed in the Bill itself.
9. If Modification Advice is issued against the PO, the copy of the same is attached with the Bill.
10. Whether NEFT Mandate form with full bank account details duly certified by the Bank is submitted along with Bills (in the case of new firms) .
11. Whether SD/WBG/PBG are submitted as per PO requirement.
12. Any cutting / over-writing / whitener used should be attested by the Signing Authority.

**Details Of Enclosures To Be Enclosed With Bill**

1. R.C. No. / Other Proof of Dispatch.....Date.....
2. R.O. No.....Date.....
3. Inspection Certificate No. ....Date.....
4. MODVAT Certificate No. ....Date.....
5. Excise ( Gate Pass) No.....Date.....
6. Amendment Letter, if any, No.....Date.....
7. VAT Certificate as per PO Clause.
8. Back-log Declaration as per P.O. Clause.
9. Other Remarks.

**1.0 List of Generic Products notified by Department of Electronics & IT**

S.No. Items

- 1 Desktop PCs
- 2 Dot Matrix Printers
- 3 Tablet PCs
- 4 Laptop PCs
- 5 Contact Smart Cards
- 6 Contactless Smart Cards
- 7 LED products
- 8 Biometric Access Control / Authentication Devices
- 9 Biometric Finger Print Sensors
- 10 Biometric Iris Sensors

**2.0 List of Generic Products notified by Department of Telecommunications :**

S.No Items

- 1 Encryption/UTM Platforms (TDM and IP)
- 2 Core/Edge/Enterprise routers
- 3 Managed Leased Line Network Equipment
- 4 Ethernet Switches (L2 and L3), Hubs, etc.
- 5 IP based Soft switches, Media Gateways
- 6 Wireless, Wireline PABXs
- 7 CPE (including Wifi Access points and Routers, Media Converters), 2G/3G Modems, Leased line modems etc.
- 8 Set-Top Boxes
- 9 SDH/Carrier Ethernet/Packet Optical Transport Equipment
- 10 DWDM/CWDM systems
- 11 GPON Equipments
- 12 Digital Cross-Connects/MUXs
- 13 Small size 2 G/3 G GSM based Base Station Systems
- 14 LTE based on broadband wireless access systems (e Node B, EPC etc.)
- 15 Wi-Fi based broadband wireless access systems (Access Point, Aggregation Block, Core Block, etc.)
- 16 Microwave Radio systems (IP/Hybrid)
- 17 Software Defined Radio, Cognitive Radio systems
- 18 Repeaters (RF/RF-over-optical), IBS and Distributed Antenna system
- 19 Satellite based systems – Hubs, VSAT, etc.
- 20 Copper access system (DSL/DSLAM),
- 21 Optical Fiber Cable.
- 22 Network Management systems
- 23 Security & Surveillance communication systems (video and sensor based).

**3.0 Format for Affidavit of Self Certificate regarding Domestic Value Addition in an Electronic Product to be provided on Rs 100/- Stamp Paper.**

Date:

I, \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No.8(78)/2010-IPHW dated.10.02.2012.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Govt. of India for the purpose of assessing the domestic value-addition.

That the domestic value-addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear the cost of such an assessment.

That I have complied with all the conditions referred to, in the Notification No.8 (78)/2010-IPHW dated.10.02.2012 wherein preference to domestically manufactured electronic products in Government procurement is provided and that the procuring authority is hereby authorized to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 08 years and shall make this available for verification to any statutory authorities:

- i) Name & details of the Domestic Manufacturer (Registered office, Manufacturing Unit Location, nature of legal entity).
- ii) Date on which this certificate is issued.
- iii) Electronic Product for which the certificate is produced.
- iv) Procuring agency to whom the certificate is furnished.
- v) Percentage of domestic value addition claimed.
- vi) Name and contact details of the unit of the manufacturer.
- vii) Sale price of the product.
- viii) Ex-factory price of the product.
- ix) Freight, Insurance and handling.
- x) Total Bill of Material
- xi) List and cost value of inputs used for manufacture of the electronic product.
- xii) List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house.
- xiii. List and total cost of inputs which are imported, directly or indirectly.

For and on behalf of \_\_\_\_\_ (Name of firm/entity)  
 Authorised signatory (To be duly authorized by the Board of Directors)  
**<Insert Name, Designation and Contact No.>**

**4.0 Format for Domestic Value Addition in terms of guidelines issued for procurement of Notified Electronic Products by Government:**

Item No	Item Description	Manufacturer/ Supplier	Country of Origin	Value	Domestic Value addition in %



**Notified Electronic Products having “Preference for Domestically Manufactured Electronic Products in Government Procurement”:**

**I. Desktop Personal Computers (PCs)**

For the purpose of this Notification, a Desktop PC shall necessarily consist of a CPU, Memory, Hard disk drive, Keyboard, Mouse and a separate or integrated display unit and should be able to operate independently.

Percentage of procurement for which preference to domestically manufactured PCs is to be provided (in value terms)	Percentage of domestic value addition in terms of Bill of Material (BOM) required for the desktop PCs to qualify as domestically manufactured
50%	30% in year 1

**Criteria BOM classified as domestic:** The domestic BOM of desktop PCs would be the sum of cost of main inputs as specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs of BOM / Stages for manufacture of desktop PCs	Value addition required for the inputs to be classified domestic BOM
1	2
Processor	Domestic ATMP/ fabrication or both
Memory	Domestic assembly of imported memory chips on imported/ indigenously manufactured bare PCB/ domestic ATMP / fabrication / or combination.
Hard Disk Drive	Domestic assembly and testing from imported indigenously manufactured parts and components
LCD Monitor	Domestic assembly from imported LCD panel where in plastics moulding and stamping of metal parts is done domestically and testing / domestic fabrication of LCD panel or both.
DVD Drive	Domestic assembly and testing from imported / indigenously manufactured parts and components
Cabinet + SMPS	Domestically manufactured cabinet and domestic assembly and testing of SMPS from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of “SMPS” will be minimum 10% (of the value of part and components used in the manufactured of “ SMPS ) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of “ SMPS ) in year 3 and subsequent years
Key Board/ Mouse	Domestic assembly and testing from imported /indigenously manufactured parts and components
Mother Board	Domestic assembly and testing from imported / indigenously manufactured parts and components except value of bare PCB
Bare PCB	Domestically manufactured
Final Assembly / Testing and design / development	Domestically assembled / tested and any Intellectual Property (IP) resident in India.

**II. Dot Matrix Printers :**

A Dot Matrix printer is type of impact Printer that forms dot on a paper by a metal pin of diameter 0.2 mm to 0.3 mm which is driven by electro magnet based on solenoid principle and required character matrix is produced by horizontal and vertical resolution of the dot matrix print head. Dot matrix printers can create carbon copies and carbonless copies based on mechanical pressure of pin.

Percentage of procurement for which preference to domestically manufactured Dot Matrix Printers is to be provided (in value terms)	Percentage of domestic value addition in terms of Bill of Material (BOM) required for the Dot Matrix Printers to qualify as domestically manufactured
50%	40% in year 1

**Criteria BOM classified as domestic:** The domestic BOM of Dot Matrix Printers would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Dot Matrix Printers	Value addition required for the inputs to be classified domestic BOM
1	2

Main PCB	Domestic assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Main PCB" will be minimum 10% (of the value of part and components used in the manufactured of " Main PCB in year 2 which will increase to minimum 15% the value of part and components used in the manufactured of " Main PCB) in year 3 and subsequent years except value of bare PCB
Bare PCB	Domestically manufactured
SMPS	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 10% (of the value of part and components used in the manufactured of " SMPS ) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of " SMPS ) in year 3 and subsequent years
Carriage Motors and Paper feed motors	Imported as sub assembly and tested domestically along with main printer mechanism.
From Control Panel	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Home position/ Paper End Sensors	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Main Printer Cabinet & other small plastic components	Domestic Moulding of Printer Cabinets and other parts
Printer Mechanism Assembly	Domestic assembly using indigenously manufactured rubber platens, small rubber parts , sheets metal components, Plastic Gears and other Plastic Parts with turned steel shafts and above mentioned sensors and motors
Print Heads and inter connecting cables	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Final Assembly / testing and design / development	Domestically assembled / tested and any Intellectual Property (IP) resident in India.

### III. Tablet Personal Computers:

For the purpose of this notification a Tablet PC shall necessarily consist of an Integrated Motherboard with a broad CPU / Processor , Memory and Power Module; Display Panel ( Touch Panel + LCD/LED Module ) and Integrated Battery and should be able to operate independently.

Percentage of procurement for which preference to domestically manufactured Tablets PCs is to be provided (in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Tablet PCs to qualify at domestically manufactured
50%	30 % in one year

**Criteria BOM classified as domestic:** The domestic BOM of Tablet PCs would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Tablet PC	Value addition required for the inputs to be classified domestic BOM
1	2
Display Panel ( Touch Panel + LCD/LED Module )	Domestic assembly and testing from imported/ indigenously manufactured Touch Panel + LCD/LED Module or combination subject to the condition that from year 3 onwards backlight assembly and testing of the Display Panel shall be done domestically
Integrated Motherboard with a broad CPU / Processor , Memory and Power Module, Semiconductor (i.e. the Semiconductor Chips and module on Integrated Motherboard	Domestically assembly and testing from imported/ indigenously manufactured parts and components except value of bare PCB and Semiconductor BOM (i.e. the Semiconductor Chips and module on Integrated Motherboard) Subject to the condition that the value of domestically manufactured parts and components used in the assembly of "Integrated Motherboard" will be minimum 10% (of the value of part and components used in the manufactured of "Integrated Motherboard) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of "Integrated Motherboard) in year 3 and subsequent years. The value of only those Semiconductor Chips and module (including processor and memory) of the Integrated Motherboard less the value of there indigenous design (for which IP is resident in India) on which ATMP operations are carried out domestically will be taken as domestic BOM*

Bare PCB	Domestically manufactured
Power Adaptor	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Power Adaptor" will be minimum 20% (of the value of part and components used in the manufactured of "Power Adaptor ) in year 2 which will increase to minimum 30%,40% and 50% in years 3, 4 and 5 respectively
Casing	Domestically manufactured casing
Battery	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Accessories ( Camera, Speaker, Wifi, Antenna, etc)	Domestic assembly and testing from imported/ indigenously manufactured parts and components
(i) Final Assembly/ Testing and (ii) Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above item shall be reduce from its value in domestic BoM.

\*This shall be reviewed when the Semiconductor Fab in India is operational.

#### IV. Laptop Personal Computers(PCs):

For the purpose of this Notification, a Laptop PC (commonly known in the market as Laptop/Notebook/Netbook/ Ultrabook etc) shall necessarily consist of a CPU, Memory, Hard disk Drive, Keyboard, Touch pad and/or Trackpoint, an Integrated Display Unit, Integrated Battery and should be able to operate independently.

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided ( in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured
50%	25 % in one year

**Criteria BOM classified as domestic:** The domestic BOM of Laptop PCs would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Tablet PC	Value addition required for the inputs to be classified domestic BOM
1	2
Hard Disk Drive	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Display Panel (LCD,LED etc) + Back cover+ Bezel	Domestic assembly and testing from imported/ indigenously manufactured Display Panel , Back cover, Bezel or combination subject to the condition that from year 3 onwards: (i) Back cover shall be domestically manufactured and (ii) Back Light assembly and testing of display panel shall be done domestically
DVD Drive	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Cabinet+ Motherboard+ Power Module	Domestic assembly and testing from imported/ indigenously manufactured Cabinet, Motherboard, Power Module or combination except value of bare PCB and Semiconductor BoM (i.e., Semiconductor chips & modules on Motherboard) subject to the conditions that: (I) Value of domestically manufactured parts and components used in the assembly of "Motherboard + Power Module" will be minimum 10% (of the value of part and components used in the manufactured of "Motherboard + Power Module") in year 2, which will increase to minimum 20% (of the value of part and components used in the manufactured of "Motherboard + Power Module") in year 3 and subsequent years and (II) Cabinet shall be domestically manufactured from year 3 onwards.
Semiconductors (i.e. Semiconductor chips and Modules on Motherboard)	The value of only those Semiconductor Chips and modules (including processor and memory) of the Integrated Motherboard less the value of their indigenous design ( for which IP is resident in India) on which ATMP operations are carried out domestically will be taken as domestic BOM *
Bare PCB	Domestically manufactured

Power Adapter	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Power Adaptor" will be minimum 20% (of the value of part and components used in the manufactured of "Power Adaptor") in year 2 which will increase to minimum 30%,40% and 50% in years 3, 4 and 5 respectively
Keyboard/ Touchpad and/or Trackpoint	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Battery	Domestic assembly and testing from imported/ indigenously manufactured parts and components
(i)Final Assembly/ Testing and (ii)Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above item shall be reduce from its value in domestic BoM.

\*This shall be reviewed when the Semiconductor Fab in India is operational.

#### V. Smart Cards:

For the purpose of this notification, Smart Card is usually a Credit Card sized plastic card with an Integrated Circuit (IC) contained inside. The IC contains a Microprocessor and Memory. Smart Cards can be contact, contactless and dual interface (both contact & contactless). Some of the applications of Smart Card are Identity Card, Banking Card, Health Card, Vehicle Registration Card etc.

##### (A) Contact Smart Cards:

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided ( in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured
50%	30 % in Year 1, 45% in Year 2 & 65% in Year 3 onwards

**Criteria BOM classified as domestic Contact Smart Cards:** The domestic BOM of Contact Smart Cards would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages for manufacture of Contact Smart Cards	Value addition required for the inputs to be classified domestic BOM
1	2
Plastic Card Body	Domestic Manufacturing including sheet cutting and punching, printing, lamination and testing using imported/ indigenously manufactured raw material, parts and components*
IC Chip Module	Domestic assembly and testing of IC Chip Module using imported/ indigenously manufactured raw materials, parts and components*
Milling and Embedding of IC Chip Module on Plastic Card	Milling and Embedding of IC Chip Module on Plastic Card done domestically
(i)Final Assembly/ Testing and (ii)Design/ Development	(i)Domestically assembled/ tested and (ii)Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above item shall be reduce from its value in domestic BoM.

\*This shall be reviewed when the Semiconductor Fab in India is operational.

##### (B) Contactless Smart Cards (Includes Dual Interface Cards):

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided ( in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured
50%	40 % in Year 1, 50% in Year 2 & 70% in Year 3 onwards

**Criteria BOM classified as domestic Contactless Smart Cards:** The domestic BOM of Contactless Smart Cards would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table.

Main inputs in BOM / Stages of manufacture of Contactless Smart Cards	Value addition required for the inputs to be classified domestic BOM
1	2

Plastic Card Body	Domestic Manufacturing including sheet cutting and punching, printing, lamination and testing using imported/ indigenously manufactured raw material, parts and components*
Card Inlay (Antenna)	Domestic assembly and testing from imported/ indigenously manufactured parts and components
IC Chip Module	Domestic assembly and testing of IC Chip Module using imported/ indigenously manufactured raw materials, parts and components*
Milling and Embedding of IC Chip Module on Plastic Card	Milling and Embedding of IC Chip Module on Plastic Card done domestically
(i)Final Assembly/ Testing and (ii)Design/ Development	(i)Domestically assembled/ tested and (ii)Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above item shall be reduce from its value in domestic BoM.

\*This shall be reviewed when the Semiconductor Fab in India is operational.

#### VI. LED Products:

For the purpose of this notification, LED Products are those whose function is to utilize light produced by LEDs and spanning applications in the areas of (i) Illumination, (ii) Optical Displays including true LED TVs (iii) Backlighting, (iv) Signalling and Indication and (v) Transportation.

Percentage of procurement for which preference to domestically manufactured Laptop PCs is to be provided ( in value terms)	Percentage domestic value addition in terms of Bill of Material (BOM) requirement for the Laptop PCs to qualify at domestically manufactured
50%	50 % in Year 1

**Criteria BOM classified as domestic LED Products:** The domestic BOM of LED Products would be the sum of the cost of main inputs specified in Column 1 of the following table provided the inputs individually satisfy the value addition requirement specified in column 2 the table. However, the weightage of total cost of (d) Heat Sink or Thermal Management Solutions, (e) Secondary Optics, (f) System Fixture and Fitting shall not exceed 20% of domestic BOM of the LED Product.

Main inputs in BoM / Stages for manufacture of LED Products	Value addition required for the inputs to be classified domestic BoM
1	2
(a) LED Emitter	Packaging from imported/ domestically fabricated bare LED Die subject to the condition that from Year 2 onwards, the bare LED Die shall be domestically fabricated using imported/indigenously manufactured inputs.
(b) Driving Electronics	Domestically assembly from imported/ indigenously manufactured parts and components subject to the condition that the value of domestically manufactured parts and components (excluding the value of bare PCB) used in the assembly of "Driving Electronics" will be minimum 10% (of the total value of part and components used in the manufacture of "Driving Electronics") in Year 1 which will increase to minimum of 20% of the total value of part and components used in the manufactured of "Driving Electronics") in year 2 and minimum 30% (of the total value of part and components used in the manufacture of "Driving Electronics") in Year 3 and subsequent years.
(c) Bare PCB including MCPCB	Domestically manufactured using imported/ indigenously manufactured inputs
(d) Heat Sink or Thermal Management Solutions	Domestically manufactured using imported/ indigenously manufactured inputs.
(e) Secondary Optics	Domestically manufactured using imported/ indigenously manufactured inputs.
(f) System Fixture	Domestically manufactured
(g) Final Assembly/Testing	Domestically Assembled/Tested meeting Indian standards as notified from time to time.

Details of inspection clause and consequences of rejection shall be governed by detailed instructions pertaining to inspection/warranty replacement as under:

- 1.0 Pre-inspected material rejected by consignee at the time of receipt-
- (i) In case of rejection of pre-inspected goods at consignee end, the material rejection advice/rejection memo shall be sent by consignee to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract etc, without fail.
  - (ii) Financial recovery: In case payment has been made to the firm for the material, the concerned paying authority as per contract shall note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.
  - (iii) If the firm desires to have joint inspection, joint inspection of rejected material will held with pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will have to be completed within 21 days of communication of rejection advice to the supplier (in line with IRS Conditions of Contract clause 703). For imported material, the time limit will be 45 days.
  - (iv) Firm may be permitted to collect the rejected goods only after the firm has deposited the payments already made by Railway (if any) to the firm or equivalent amount has been recovered for this purpose.
  - (v) In case of replacement supply against the rejected goods, the same should be pre-inspected by same pre-inspecting agency which passed the material earlier. In line with IRS Conditions of Contract clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.
  - (vi) However, in case of component level rejection in an pre-inspected item (which is an assembly) the replacement supply of that component can be accepted based on firm's internal inspection certificate/guarantee certificate and final inspection by consignee.
- 2.0 Material rejected in warranty-
- I. Materials are rejected in warranty in the following situations:
- (a) The material rejected issued to the user (shop) from its associate stores depot.
  - (b) The material rejected was received by the user from a PU or from a stores depot which is not the associate stores depot of the user.
- Cat. I (a): For Warranty failure in shop of material issued from its associate stores depot : All warranty claims will be lodged by the associate depot officer after getting the warranty rejected material from user under advice note of return stores with reasons of warranty rejection indicated therein. Before lodging the warranty claim the associate depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available with the advice note of return stores. The warranty claim will be processed following procedure indicated in sub-Para (i), (ii), (iii) and (iv) of Para 1 above except for the following changes: the 'rejection advice' mentioned in Para 1 (i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per Para 1(iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier.
- Cat I (b): For Warranty failure in shop/shed of material received from BLW (either under sale issue note or as a purchased component or rolling stock manufactured at the BLW) :
- i) In such cases it may not be convenient for the end user to return the material to the stores depot (against which the original supply was made by the vendor to railway). Thus in all such cases, the warranty rejected material will be kept in safe custody by the end user and the stores depot (which received the original supply) will be advised by the end user about the warranty rejection duly indicating the reason(s) or rejection with a confirmation that the rejected material is under end user's custody.
  - ii) The stores depot (which received the original supply) will raise warranty claim on the firm. Before lodging the warranty claim the depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available from the end user. The warranty claim will be processed following procedure indicated in sub-para (i), (ii), (iii) and (iv) of Para 1 above except for the

following changes: the 'rejection advice' mentioned in Para 1 (i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per para 1 (iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier.

- II. Warranty quantity replacement: The warranty quantity replacement will be accounted under warranty R-note by the depot officer (which raised the warranty claim as in sub- para I(a) above).

Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

- III. Inspection of the replacement supply against warranty rejection:

- a) For cases of replacement supply against warranty failure falling in the category I(a) above, the replacement supply should normally be inspected by the same inspection agency which inspected and passed original supply. Thus for I(a), any change in inspection authority for the warranty replacement will necessitate a formal amendment in contract.
- b) In case of warranty rejection of item of the category I.(b) above, it may in some cases be difficult to re-use the services of inspection agency which passed the original supply. Similarly for some items, the end user/consignee may not have the requisite inspection facility/ expertise.

Thus for warranty rejection falling in the category I.(b) above:-

- (i) The replacement supply can be inspected by the same inspecting agency which inspected and passed the original supply. Payment of inspection charges will be borne by supplier.  
OR  
The replacement supply can be inspected by authorized representative of consignee.  
OR  
The replacement supply can be made by firm's own internal inspection certificate.
- (ii) The decision on the above will rest with the depot officer who raised the warranty claim and will be indicated in the warranty claim notice.
- c) However in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee Certificate/Internal inspection certificate and consignee's final inspection for both the categories {Cat I(a) and Cat I (b)} of warranty failure.
- (IV) Place of warranty replacement – For warranty replacement of category I.(a), in order to ensure correct account of warranty replacement, the place of warranty replacement will be the depot which received the original supply. For warranty replacement of failure falling in category I.(b) above, an exemption can be made and the place of replacement supply shall be indicated by the depot officer (at his option) in the warranty claim notice to the firm to be the end-user's place.
- (V) For warranty replacement of the category I.(b), due care will be taken by the end user to ensure that account of replacement supply etc. are properly taken care of. After settlement of warranty claim the rejected material will be handed over by the end user to the firm's representative. The end user will also inform the depot officer who raised warranty claim about the replacement.

- 3.0 At the option of the depot officer/end-user, rectification of the material rejected may be permitted within railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category covered against Para 1 and 45/90 days for indigenous/imported material respectively for the rejection of the category covered against Para 2. If more time is taken beyond this, applicable ground rent will be levied on the firm.

**Certificate of Local Content for Availing “Make in India” Preference**

Tender No.:

Opening Date:

Item Description:

I/We have examined the information, records and book of Accounts presented before me/us by our client(s) (Name and complete address of the company) and certify that the local content, which is the amount of value added in India (i.e. the total value of the item procured excluding net domestic indirect taxes, minus the value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value, in percent is (-----%).

We understand that this certificate is being produced by our client named above, for the purpose of availing purchase preference under Public Procurement (Preference to Make in India), Order 2017, in the above mentioned tender. We are aware that any false declarations in this respect will be in breach of the Code of integrity under Rule 175(1) (i) (h) of the General Financial Rule for which our client or its successors can be debarred for up to two years as per 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

I/We are also aware that I/We am/are liable to be taken up under Section 22 of the Chartered Accountants Act, 1949 along with such other actions as may be permissible under the Company and other relevant laws, in case of any false/incorrect certification of local content mentioned as above, by us.

Date:

(Seal & Signature of the Auditor/Cost Accountant)

Place:



**(Authority Railway Board Letter No. 2004/RS(G)/779/11 Pt. Dated 23.12.2019)**

**Bid Securing Declaration to be signed by bidders availing exemption from submission of EMD**

"I/we certify that my/our offer is eligible for exemption from submission of bid security /Earnest Money Deposit, in term of the tender conditions.

In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering.

Further, I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/ security Deposit, fail to submit the performance security/Security Deposit before the deadline defined in the request for bid document/Notice inviting Tender, I/we shall be debarred from exemption of submitting Bid security /Earnest Money Deposit and performance security/ Security Deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period."

**Bid securing declaration to be signed by bidders**

“I/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 performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender/Tender document, we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period of 6 (six) months from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.

**The tenderers shall submit following certificate regarding compliance to purchase restriction under rule 144(xi) of the General Financial Rule(GFR) failing which offer will liable to be rejected:**

"I have read the clause regarding restrictions on procurement from a 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 the evidence of valid registration by the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.)". If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Items identified by Railways as having sufficient local capacity and local competition for which only class-I local suppliers are eligible to bid.

SN	ITEM	CLW PL NO	DRG/SPECN NO
1	Motor for Compressor	29511008	CLW/ES/3/0100RDSO/SPEC/E-10/3/09 (motor)
2	Blower for Machine Room	29440105	CLW/ES/3/0020
3	Motor for Machine Room Blower	29440105	RDSO Spec No. E-10/3/09(motor), ABB drg no.3EHP590467R001 CLW/ES/3/0020
4	Blower Scavage for Machine Room	29440129	CLW/ES/3/0022
5	Blower for Traction Motor	29440075	CLW/ES/3/0019
6	Motor for Traction Motor Blower	29440075	CLW/ES/3/0019 RDSO Specn.No. E-10/3/09 (motor)
7	Blower Scavage for Traction Motor and Oil Cooler	29440117	CLW/ES/3/0021
8	Motor for Scavage Blower to TM/Oil cooling	29440117	CLW/ES/3/0021 RDSO Spec. No. E-10/3/09 (motor)
9	Oil Cooling Unit for transformer/ converter with impeller and casing	29470043	CLW/ES/3/0647 RDSO/2016/EL/SPEC/ 0123 Rev.1
10	25KW Motor for oil cooling unit for Three Phase Locomotive		TECH. SPEC/E-10/3/09 (motor) (3 Phase Drive Loco), with Amendment No 1 to 4. CLW/ES/3/0023
11	30KW Motor for oil cooling unit for Three Phase Locomotive		RSDO Spec. No. E-10/3/09(motor) with Amendment slips no.1 to 5.
12	30KW Motor for oil cooling unit (Centrifugal Design) for Three Phase locomotive		RSDO Spec. No. E-10/3/09(motor), with Amendment slips no.1 to 5.
13	Aluminum impeller for Oil cooling unit		CLW/ES/3/0647
14	Transformer Tranela- 15(Aux. Transformer)	29690079	CLW/ES/3/0098
15	Earth Fault Relay Harmonic Filter/ Auxiliary Converter	29660014	CLW/ES/3/0090
16	Main Transformer for WAG-9 loco (6531 KVA)	29731008	CLW/ES/3/0456
17	Main Transformer for WAP-5/WAP-7(7475 KVA)	29735014	CLW/ES/3/0315
18	Main Transformer 7775 KVA Type Lot 7500 for WAP-7 & WAP-5 Locos	29731057	CLW/ES/3/0660/A
19	Set of Metallic Pipe for Main Transformer	29230044	CLW/ES/3/0253
20	Transformer Module primary Voltage	29690092	CLW/ES/3/0083
21	Cab Heater/Ventilation	29170011	CLW/ES/3/0109
22	Crew Fan	29470080	CLW/ES/3/0110
23	Master Controller	29860015	CLW/ES/3/0031
24	Cab Air Conditioning System	29811028	RDSO/2007/EL/SPEC/0055(REV."1")
25	Complete HB 1/2, (without electronics), Filter & F-cubicles along with all equipments and cabling.	29171180 29171192 29171209 29171210	CLW/ES/3/0191;0192;0193;0194;0195; & 0652
26	Pantographs for Freight Locos ( AApplication)	29880026	RDSO/2008/EL/SPEC/0066Rev.'0'dated 20.6.2008andAmend1 Dtd, 31.12.08
27	Metalised Carbon Strip for Pantographs		RDSO/2009/EL/SPEC/0097 Rev. '1' Sept. 2013
28	Vacuum Circuit Breaker (single bottle)	29711046	CLW/ES/C-47
29	Pantograph Disconnecting + Earthing Device	29810050	CLW/ES/3/0008
30	Set of Roof Bars	29810115 29815009	CLW/ES/3/0063 CLW/ES/3/0036
31	Resistor Harmonic Filter for WAG-9 /WAP-7	29650033	CLW/ES/3/0015
32	Resistor Harmonic Filter for WAP-5	29655006	CLW/ES/3/0307
33	Conduit for Cables (Metallic)	29605064 29600595	IA0 51-00112

34	SRBGF items & set of Fibre Glass Cable Cleat for TM (Type4)	29720795 29615045	CLW/ES/3/0056 & CLW/ES/3/0414
35	Set of Cable Clips	29210409 29210410 29210422	CLW/ES/3/0133
36	Cable Lug	29610011 29612615 29612652 29615434 29615446 29615458	CLW/ES/3/0130/I
37	Al. Cable Cleat	29611702 29725150	CLW/ES/3/0039
38	Set of Cable Cleat with DIN rail for TM	29615094	CLW/ES/3/0045
39	Set of cable disconnection	29615008 29612810	CLW/ES/3/0424 CLW/ES/3/0128
40	Set of Cable Tray	29612950 29612949 29615150	CLW/ES/3/0132 CLW/ES/3/0316
41	Copper Sleeves & Set of Copper sleeves	29610370 29615392	CLW/ES/3/0205
42	Set of Steel Sleeves	26612008	CLW/ES/3/0205
43	Set of Insulators	29721180 29725057	CLW/ES/3/0145
44	Set of Rubber items	29250134 29255065	CLW/ES/3/0151
45	Set of Gasket for WAG-9/WAP-7 & WAP-5 Loco.	29255041 29250018	CLW/ES/3/0142
46	Set of Neoprene Hoses	29230068	CLW/ES/3/0094
47	Hose for Cab Heater	29232685	CLW/ES/3/0436
48	Set of Other Hoses	29611489 29611519	CLW/ES/3/0099
49	LED Based Flasher Light	29612937	i) ELRS/SPEC/LFL/0017 (Rev1, Oct2004) ii) CLW/ES/SK-3/L-21/C
50	Head Light Housing	29610965	CLW/ES/3/0114
51	Driver's Desk & Assistant Driver's Desk Illumination	29170023	CLW/ES/3/0042
52	Latching Push Button Corridor Lighting	29700097	CLW/ES/3/0044
53	LED Based Marker Light	29612925	i) ELRS/SPEC/PR/0022 (Rev1, Oct2004) ii) CLW/ES/SK-1/L-29
54	Set of Copper Braid	29612779	CLW/ES/3/0138
55	Set of Non Metallic Plate	29170965	CLW/ES/3/0451
56	Set of Bus Bar	29615525 29615537 29615574 29615562 29615549 29611550	CLW/ES/3/0118 CLW/ES/3/0412
57	Set of Spacer	29610448 29611490	CLW/ES/3/0156
58	Set of Union & Fitting	29610345	CLW/ES/3/0163
59	Set of Non- metallic Pipe ( Smoke Detection Pipe)	29230020 29235054	CLW/ES/3/0254 for WAG-9 CLW/ES/3/0413 for WAP-5
60	Axle Box Complete without Bearing ( WAG-9 & WAP-7)	29010044 29015005	CLW/MS/3/003 1209-01.111-005 1209-01.111.006 1209-01.111-007
61	Axle Guide Bearing (WAP-5)	29055015	IA011-00379
62	Bar for bogie head beam	29101025	1209-01.312-171
63	Traction Motor Cooling Bellows	29940023	CLW/MS/3/006
64	Bolt(Pin) $\phi$ 12	29300836	1209-01.413-11
65	Bolt	2930117	1209-01.315-017
66	Fixing Cables ( Safety Sling for Push- Pull Rod)	29100239 29105195	1209-01.318-018 1209-01.318-019 IA016-00260

			IA016-01095 IA016-01096
67	Leather Bellow With Mounting Arrangement and Hardware in a set for WAG-9/9H/WAP-7	29940436	1209-01.018-024 Alt. 1
68	Gear & Pinion for WAP-5( 67:35:17); WAP - 7 (72:20); WAP-9 (107:21) Or (77:15)	29425086 29420120 29420131	RDSO Spec- MPO 2800.19,Rev-0 (Oct'05) SKDP-3473 & 74 SKDP-3435 & 36 SKDP-3847& 48 IA011-230;231;232; for WAP-7/WAG-9
69	Gear Case- Complete	29030018	1209-01.013-014
70	Holder for TM suspension	29100150	1209-01.118-002
71	Housing	29100057	1209-01.113-002
72	Set of Insulating base	29725021	1209-01.415-015 1209-01.315-016
73	Suspension Tube and its assembly components for Three Phase Traction motor type 6FRA 6068 of Electric Locomotives (Motor Suspension Unit)	29100288	CLW/MS/3/201
74	Pivot	29140134	1209-01.112-002
75	Sealing (cu. Washer)	29100320	1209-01.412-069
76	Spring guide	29101001	1209-01.212-003
77	Elastic Stop (lateral & vertical)	29250470	CLW/MS/3/010 1209-01.315-021, 1209-01.315-022
78	Tubes	29230512 29105158	CLW/MS/3/055
79	Threaded Bolt	29305007 29300850	IA016-00272 CLW/MS/10/060 1210-01.415-021 1209-01.315-002
80	Tube	29232673	1209-01.312-160
81	Push/ Pull Rod	29100069 29100094	1209-01.113-006
82	Brake Gear Arrangement & Details for WAP-7 Loco	29140225	1209-01.116-059
83	a)Wheel Set Guide (Steel Casting)	29050017	1209-01.115-004 For WAG-9
84	Bogie Frame Complete for Co-Co Locomotives	29100422	1209-01.112-202 CLW/MS/3/Bogie/003
85	Torque Support	29100380	1209-01.218.003
86	Battery Box Assly.	29680013	CLW/MS/3/037 1209-06.138-001 1209-06.138-003
87	Blind installation	29170059	CLW/MS/3/035
88	Filter Assly.	29480103	CLW/MS/3/012 1209-11.235-132
89	Fire Extinguisher	29170631	CLW/MS/3/016 1209-13-240-025
90	FRP under panel of Cab	29720412	CLW/MS/3/018
91	Gasket (non-metallic)	29250651 29250602 29250043	CLW/MS/3/062 CLW/MS/10/020
92	Grommet for wiper pipe pass	29250432	1209-03.330-240
93	Inter Lock Assly.	29170047 29171003	CLW/MS/3/111
94	Plywood (Impregnated Compressed laminated)	29170217 29175148	1209-08.231-013 1209-08.231-014 1209-08.331-015 1209-08.331-016
95	Rubber Hose for Scav. Blower	29255030	1209-11.344-046 1209-11.344-052 1209-11.344-037
96	New Design Cattle Guard for WAP-5 Locos suitable for high speed 160 Km/hr.	29125080	IA021-00029 CLW/MS/3/107
97	Safety flooring PVC	29170552	RDSO/2006/CG-12(Rev-1)
98	Copper Pipe fittings	29230081	CLW/MS/3/067

			CLW/MS/10/017
99	Copper Tubes	29170333	CLW/MS/3/030
100	Flexible Hose assly.	29230123 29234980 29235005	CLW/MS/3/033 CLW/MS/10/035
101	Nylon Tubes	29185026	CLW/MS/3/079 CLW/ES/3/0260
102	Saddle light stauff	29170072 29175288	1209-18.406-053
103	Steel Pipe fittings	29230366 29180107 29230184	CLW/MS/3/068 CLW/MS/10/018
104	Wiper Assly.	29162026	CLW/MS/3/050
105	Reservoir above 50 litres	29162105 29162099	CLW/MS/3/110 (For 3-Ph) 0/3/65/234(P) 0/3/65/136(P) 0/3/65/136
106	Standard Hardware (MS)	25949470	IS: 1364 IS: 1365 IS: 2232
107	Non - Standard Hardware	25949329	
108	Spring washer	29350025	CLW/MS/3/085
109	Set of terminal block( Screw type)	29615161	CLW/ES/3/0645
110	Cubicle HB1& HB2 (Bare)	29170643 29170667 29 170655	CLWM5/3/047  CLW/MS/3/098
	Cubicle SB1 & SB2 (Bare)		
	Filter Cubicle (Bare)	29480139	CLW/MS/5/3/046 CLW/MS/10/009
	SS Louvre Assembly	29170205	CLW/MS/3/097
111	Cubicle 'F' Deriver Cab	29170175	CLW/MS/3/045
	Filter Frame Assly. (Fly screen)	29480115	1209-11.244-024 1209-11.144-025
	Piano Hinge	29171179	1209-06 327-040
	SS Sheets & Plates	29120147 29175010	CLW/MS/3/039 CLW/MS/10/O28
	Transition Duct Assly.	29470079	1209-11.244-024 1209-11.144-025
	Cover Assly. Security Lock	29120100	1209.02.127.037
	Sand box Assly(WAP-5)	29075002	CLW/MS/10/038 1210-07-138-002 1210-07-138-003
	stainless Steel Trough for AC Cab for WAP-5 Loco	29175021	1210-07-138-004 1209-08.230.518
	Roof Hatch Retainer Assly. For WAG-9H/WAP7 Loco. (Each Loco set is consisting of 4 items	29175392	1209-10.237-051 1209-10 437-055 1209-10.337-077 1209-10.337-054
112(A)	Group-A Circuit Breaker Box Assly. Extractor Ventilator Rotary Shutter	29170310	1209-06.142-003
	SS Pressed Section	29170140 29175045	1209-08.330-185
	Set of Metallic plate Set of Bracketted sheet Set of casing Set of cover for WAP5	29612860 29610254 29611507	1209-08.330-186 CLW/MS/3/038 CLW/MS/10/027 CLW/ES/3/0450
	Set of cover	29610242	CLW/ES/3/0153

	Set of panel plate	29170620	CLW/ES/3/0134 CLW/ES/3/0406 CLW/ES/3/0139 CLW/ES/3/0453
(B)	(Group 2) Lock Quarter turn Set of clips for pipes /hose  Set of looming bars Set of Shackle  Set of clamp Hinge base assly.  Gasket (Metallic)	29171155 29612858  29612834 29611805  29610266  29250614	1 209-18.306-004 CLW/ES/3/0136  CLW/ES/3/0119 CLW/ES/3/0152  CLW/ES/3/0135  1209-11.439-044
(C)	(Group 3) Set of Bracket for WAP5  Set of Bracket  Set of Support  Oil Pump Bracket fixing	29615057  29610436 29615318 29615290 29615306  29612871 29615070 29530106	CLW/ES/3/0411  CLW/ES/3/0121  CLW/ES/3/0159  CLW/ES/3/0148
113	Door Aassly, Window Assly.	29170280 29172028	CLW/MS/3/013 CLW/MS/3/014
114	Wind Screen Assly Air Diffuser	29170291 29540021	CLW/MS/3/027 1209-08.430-181
115	Al. Chequarred Plate Al. pressed section Al. Sheets & Plates Al. Perforated sheet Cable tray cover Assly. Al, Roof Ladder Aluminium Inspection Cover for Floor Ventilation Ducting for WAP-5 Loco.	29170618 29170783 29400107 29175355 29170229  25606839  29475065	1209-09.331-039 CLW/MS/3/072 CLW/MS/3/075 CLW/MS/3/074 1 209-08.130-167   CLW/MS/10/047
116(A)	Drivers Desk (Bare)	29171143	CLW/MS/3/117
(B)	Duct Assly. for WAG-9, WAP-5 & WAP-7	29470067 29475041	CLW/MS/3/099 CLW/MS/10/048
(c)	General Arrangement of floor ventilation ducting	29470092 29470109	IB -021-0326
(D)	Junction Box Assly. & Body Side & Floor Secondary member for WAG-9/WAP-7	29200052	IB051-00176
117	Built up steel section  Steel chequarred plates Step Assly. Step Arrangement(WAP-5) Foot Step Assly.(WAG-9)  Merchant Flat bars V/F (For Cab, Sidewall & Roof) Platform Assly. Grill Assly.(Protection Grill for Wind Screen)  Coduits of Cables  Wire Rope Safety Sling for TM 6FRA 6068 for WAG-9H/WAP-7	  29170266 29120202 (MINOR) 29125110 29120196  29125078 29170898  29175483 29175483  29601009  29120135 29140201	1209-08.430-029 1209-08.430-030 1209-08.430-033  CLW/MS/03/77 1209-06.242-008  IA011-00321 CLW/MS/3/103  CLW/MS/3/106 IB081-00421 CDD-HL-E72-031 03/1/38/99 Alt.1  1209.02-426-126, 129,132,134 1209.02-327-083



	Safety Sling for Hanger Lever for WAP-7	29140237	1210-03.125-002
	Stool for WAP-5 Loco	29175380	IA036-00047 IA036-00043, IA031-00035, IA032-00029 1209-02.341-004
	Bracket Outer	29120366	1209-02.341-003
	Bracket Inner for WAG-9 Loco	29170266	CLW/MS/3/077
	Steel Chequered Plate	29170710	IB091-00024
	Doorway Surround (Lower)		
	<b>Group-II</b>		
	Air Outlet Assly.	294050020	1209-10.337-081 IA106-00507
	Capacitor Box Assly	29771043	IA066-00095 IA066-00098
	Sand Box Assly for WAG-9 & WAP-7	29070259	1209-01.138-031 1209-01.138-032
	Flange	29125157	03/4/20/2 Alt. 1
	Set of Fabricated Items-with Hotel Load Converter for WAP-7 Loco	29741105	CDD-HL-P71-002A
	Mounting Bracket for WAH-9H/WAP-7 Loco	29171015	IB026-0106 1209..07.232-022 IB031-0325 IB031-0327
	<b>Group-III</b>		
	Door Latch Assly	29170084	1209-09.233-018
	Channel Unistruct	29480127	CLW/MS/3/070
	Din Rails	29101062	CLW/MS/3/058
	Clips-Pneumatic items	29210094 29215080	1209-01.413-013 1209-18.406-087 1209-18.406-094
	Clamps-Pneumatic items	29210010 29235078	CLW/MS/3/059 CLW/MS/10/045
	Protection Plate Assembly for WAG-9/WAP-7 (Set of Protection Plate for WAG-9/WAG-7)	29180053	IB011-00479 IB076-00259 IB016-00451 IB016-0476
	Shim and Pad (06 Items)	29250511	1209-0.9.433-080 05/4/59/15 Alt-3, 05/4/59/22 Att-22,
	Set of Accessory for Hand Brake Arrangement for WAP-7 Loco. Hinge for WAG-9/WAP-7 Loco	29140286 29175239	05/4/59/80 Alt-8 1209-00.240-201 ref.10
118	Roof Assly. complete for WAG-9/ WAP-7	29170941 29175343	CLW/MS/3/154 IB 1O1-00124 IB 1O1-00125 IB 1O1-00122
119	Side Wall Assly for WAG-9 / WAG-9H/ WAP-7	29171040	CLW/MS/3/154 IBO31-00275-1 (RH) IBO31-00276-1 (LH) 1209-03.035.187 (For WAG-9H along with above)
120	Cab Assly Complete for WAG-9/WAP-7	29170953	CLW/MS/3/154 IB O81-00313, 00479,00467, 00473; 1209-10.237-213; 1209-08.231-074,

121	Head Stock Assly. Complete for WAG-9/9H/ WAP-7 Loco	29120240 29120251 29125182	CLW/MS/3/154 IB O21-00313
122	Centre Sill Assly. Complete for WAG-9/9HMAP-7 Loco	29120299 29120317	CLW/MS/3/154 1209-02-126-012
123	Centre Sill Assly. Complete For WAP-5	29125133	IA-021/00045
124	Central Under Frame Assly, for WAP-5 Loco,	29125200	CLW/MS/3/154
125	Central Underframe Assly For WAG-9 & WAP-7	29120305	IB021-00254
126	Side Sill Assly. for WAP-5	29125145	CLW/MS/3/154 IA021-00026, IA021-00043, IA021-00044
127	Side Sill Assly. for WAG-9 / WAP-7	29171052	IB021-00346, IB021-00374, IB021-00376
128	Bolster Assly, for WAG-9H/WAP-7	29100460 29100471	CLW/MS/3/154 IA021-00390, IB021-00350
129	Bolster Assly. for WAP-5	29107568	CLW/MS/3/154 IA021-00006,
130	Side Wall Assly for WAP-5	29175320	CLW/MS/3/154 1210-03.135.001 1210-03.135.002 1210-03.135.065 1210-03.135.066 1210-03.135.045 1210-03.135.046 1210-03.135.047
131	Head Stock Assly. for WAP-5	29125182	CLW/MS/3/154 IA021-00003,
132	Roof Hatch Assly for WAP-5 Loco	29175343	CLW/MS/3/154
133	Complete Shell Assembly for WAG-9/9H	29171027	CLW/MS/3/152,
134	Under Frame Assly. for WAG-9/9H Loco	29120329	CLW/MS/3/154 IB021-00317, IB021-00380
135	Spares for AM 12 or IR 01 or PAN 01 type Pantograph		RDSO/2008/EL/SPEC/0066 Rev.'0' dated 20.6.2008 and Amend 1 Dtd 31.12.08
136	Transformer Repair /rehabilitation		