Tender No: 03241224D **Closing Date/Time:** 04/11/2024 15:00

PCMM/BLW acting for and on behalf of The President of India invites E-Tenders against Tender No 03241224D Closing Date/Time 04/11/2024 15:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

| Bidding type | Normal Tender | Template | Normal | |
|-------------------------------|------------------------|------------------------------|-------------------|--|
| Contract type | Goods | Contract Category | Expenditure | |
| Tender No | 03241224D | Tender Type | Open - Indigenous | |
| Evaluation Criteria | Itemwise/Consigneewise | Bidding System | Single Packet | |
| Pre-Bid Conference Required | No | Pre-Bid Conference Date Time | Not Applicable | |
| Tendering Section | 03 | | | |
| Inspection Agency | CONSIGNEE | Publishing Date / Time | 24/09/2024 13:33 | |
| Bidding to be Done on | IREPS | | | |
| Procure From Approved Sources | Yes | Approving Agency | BLW | |
| Closing Date Time | 04/11/2024 15:00 | | | |
| Validity of Offer (Days) | 90 | Ranking Order for Bids | Lowest to Highest | |
| Tender Doc. Cost (INR) | 0.00 | Earnest Money (INR) | 1010.00 | |
| | | | | |
| Tender Title | THREE WAY COCK BALL | | | |

2. ITEM DETAILS

| S.No. | PL Code (Group) | Item Type GST(Y/N) | Stock / NonStock | Ordering | Consider For Eval | Approving Agency | Inspection Agency | Currency Allowed | Estimated Rate |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------|----------|----------------------|---------------------|----------------------|---------------------|-------------------|
| 1 | 11390219 | Goods (Y) | Stock | | Yes | | CONSIGNEE | INR | |
| | Description: THREE WAY COCK BALL TYPE as per Drg.No. TPL-0306 ALT p as per Specn. MATL.SPECN.AS PER DRG. [Warranty Period: 30 Months after date of delivery] [Quantity Tolerance (+/-): 5 %age, Item Category: Normal, Total PO value variation Permitted: Max 8 lacs] | | | | | | | onths after the | |
| Consian | General Stores Depot, BLW | | | | Uttar Pradesh | | 16.00 Numbers | | |
| Consign | | General Stores D | Depot, BLW | | Uttar Pradesh | | 11.00 Numbers | | |

3. T AND C

F.O.R

| Description | |
|-------------|-------------|
| | Destination |

Delivery Period

| Description | Delivery /Completion | Rate of Supply |
|---------------|-----------------------------|----------------|
| For all items | Completion: Within 3 Months | |

Payment Terms

| S.No | Description | | | | |
|---------|--------------------------------------------------------------------------------------|--|--|--|--|
| Payment | Payment Terms | | | | |
| 1 | 100% after Receipt and acceptance of Stores by Consignee, i.e. against Receipt Note. | | | | |

Statutory Variation Clause

| S.No | Description |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State / Central Governments in respect of the items stipulated in the |
| | contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period |
| | shall be to Railways' account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory |
| | variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted |
| | rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor. |

Option Clause

| S.No | Description |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Purchaser shall be entitled to increase the order quantity by 30% anytime during the currency of the contract such that the contractor has reasonable time/notice for executing such increases. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the Tenderers shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise plus 30% option in one or more than one installment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity. Any increase of quantity under option clause before last date of delivery period (including extended delivery period) can be considered by giving reasonable notice as per Clause 2.14 of BLW Tender document Rev. Year 2022-23 (Revision Date-31.03.2022) attached with tender. |

Standard Governing Conditions

| S.No | Description |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Unless otherwise specified, this tender is governed by BLW Tender Document (Rev. Year-2022-23) with corrigendum-1 dtd.18.06.22 ,Corrigendum-2 dtd 23-05-23 and Corrigendum-3 dtd 30-11-23(uploaded with this tender), other Documents enclosed with this tender and also by latest version of IRS Conditions of Contracts (along with all correction slips). These are attached with the Tender and also available on website https://www.ireps.gov.in. |
| | 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. |

4. ELIGIBILITY CONDITIONS

Special Eligibility Criteria

| S.No. | | Confirmation Required | | Documents Uploading |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----|------------------------|
| 1 | BLW reserves right to procure entire or bulk quantity from the BLW approved vendors for the tendered item. [As applicable on the date of tender opening]. The status of the firm shall be reckoned as on the date of tender opening and not thereafter unless a case of downgrading/removal/suspension/banning. Note: Directory of approved vendors of RDSO, CLW, BLW, RCF,ICF, MCF and CORE as available on UVAM only shall be considered valid directories for all purposes by all stakeholders. Vendor directories being maintained in other forms (manual or online), if any, shall not be valid. | | | Allowed (Optional) |
| 2 | Unapproved firms must upload with their offer details of equipment/quality control, machinery and plant, QAP, ISO, credentials for item/similar items and other documents in terms of para 1.17.3 of BLW Bid Document to substantiate their capacity to develop this item. Offers from unapproved firms, if found technically suitable, may be considered for placement of "Developmental Orders" totaling up to 20% of NPQ, as per para 2.12.4 of BLW Bid Document (Rev. Year-2022-23). | | Yes | Not Allowed |

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Tender No: 03241224D **Closing Date/Time:** 04/11/2024 15:00

5. COMPLIANCE CONDITIONS

Check List

| S.No. | | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|------------------------|
| 1 | Please ensure that you have furnished the statement of deviations, if any. | No | No | Not Allowed |
| | Please ensure that you have submitted authenticated copy of the document authorizing the signatory to submit offer and commit on behalf of tenderers. | No | No | Not Allowed |
| 3 | Please ensure that you have furnished the details of equipment/quality control. | No | No | Not Allowed |
| 4 | Please ensure that you have quoted price on the basis of free delivery to destination, indicating the break up. | No | No | Not Allowed |
| | Please ensure that you have read the schedule of requirement and confirm the conditions therein and in case of any deviation the same has been mentioned in deviation statement. | No | No | Not Allowed |
| 6 | Please ensure that you have mentioned name of brand. | No | No | Not Allowed |
| 7 | Please ensure that you have mentioned MAKE/OEM. | No | No | Not Allowed |
| 8 | Please ensure that you have quoted as per the tendered Specifications / Drawings. | No | No | Not Allowed |
| 9 | Please ensure that you have submitted context specific document at designated place of e-offer. | No | No | Not Allowed |
| 10 | Please ensure that you have attached relevant MSE certificate if you claim for preferential treatment as MSE. | No | No | Not Allowed |
| 11 | Please ensure that you have submitted requisite Earnest money. | No | No | Not Allowed |

Commercial-Compliance

| S.No. | | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|------------------------|
| 1 | Please indicate [Y/N] whether you are interested in availing the benefits available to Micro and small Enterprises [MSEs] of their participation in Govt. procurement in reference to Clause No. 1.15.1 of BLW Tender Document Rev.Year 2022-23 dated 31.03.2022 (copy attached). If yes, please attach the requisite registration certificate issued by appropriate agency along with the offer. Please note that in absence of the requisite certificate, such benefits may not be extended. | Yes | Yes | Allowed (Optional) |
| 2 | If you are not a MSE or a consortia of MSEs formed by NSIC, please indicate percentage of sub contracts in execution of this tender that will be from Micro and Small Enterprise [in percent of order value] with further breakup of MSE owned by SC/ST. [Information will be provided in percent terms with 6 fields, Micro owned by SC, Micro owned by ST, Micro owned by Others, Small industry owned by SC, Small industry owned by Others]. | | Yes | Allowed (Optional) |
| 3 | Any firm quoting on behalf of Principal Firm/OEM must submit tender specific authorization certificate along with their offer and agree for inspection by the nominated agency (as the case may be) at the premises of their principals. Further, Principal firm/OEM shall assure full guarantee and warranty obligations as per the general and special conditions of contract in the Tender Specific Authorization certificate and mandatorily provide the contact number and email of the designated person in the Tender Specific Authorization for verification. Failure to comply with any of the requirements shall make the offer liable to be rejected [Details as per Para 2.13.3 (b) of BLW Tender Document (Rev. Year-2022-23)]. | | Yes | Allowed (Optional) |
| 4 | In case of Trader/Agent, the current and valid tender specific authorization certificate from their principals should be submitted. In case of O.E.M./ Manufacturer they should submit an undertaking that they are O.E.M./ Manufacturer. 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. (Details as per Para 2.12.6 of BLW Tender Document (Rev. Year-2022-23). | | Yes | Allowed (Optional) |
| 5 | Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions. | Yes | Yes | Allowed (Optional) |
| 6 | Firm should specifically mention the quantity which they can supply per month to BLW against this tender, which will be kept in view while ordering to ensure the availability of material at BLW as per requirement of tendered item. | Yes | Yes | Allowed (Optional) |
| 7 | Tenderer must enclose required past credential of supply of same / similar tendered item to show that they are capable of supplying the tendered item and/or to substantiate their capacity to develop tendered item. | Yes | Yes | Allowed (Mandatory) |
| 8 | Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions. | | Yes | Allowed (Optional) |

General Instructions

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|------------------------|
| 1 | Delivery schedule indicated in the Tender Document is by and large the requirement of BLW. The actual Delivery schedule offered to a firm will depend upon number of vendors selected for placement of orders. | No | No | Not Allowed |
| 2 | Bidders may please note that order may be placed on severable contract basis. | No | No | Not Allowed |
| 3 | Splitting will be done as per Clause 2.16 and 2.17 of BLW Tender Document (Rev. Year-2022-23). | No | No | Not Allowed |
| 4 | Technical or commercial deviations if any are to be necessarily indicated at the nominated column on the offer form under heading Deviations. Offer shall be assumed to be in coherence with the tender conditions, in case no deviation is quoted in respective column. | No | No | Not Allowed |
| 5 | lem:prop:prop:prop:prop:prop:prop:prop:pro | No | No | Not Allowed |
| 6 | GSTIN for State of Uttar Pradesh in the name of Ministry of Railways is: 09AAAGM0289C1ZH. The contractor shall give following declaration while claiming payment:- 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 use, 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 certificates from statutory audit or cost auditor of the company (In case of companies) or practicing cost accountant or practicing chartered account. | | No | Not Allowed |
| 7 | Contractor shall submit e-invoice of material to be supplied however, if the supplier is exempted from e-invoices following declaration shall be furnished by supplier while claiming the payment as per CGST 2017 Rules available at https://taxinformation.cbic.gov.in/:- "We hereby declare that through our aggregate turnover in any preceding financial year from 2017-18 on wards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the sub-rule." | | No | Not Allowed |
| 8 | The Class-I/Class-II local supplier shall be required to provide along with the offer a self-certificate giving the percentage of local content of tendered item. The firms who do not submit this certificate with the offer, shall not be considered from a Class-I/Class-II bidder and will be dealt accordingly. | | No | Not Allowed |

Other Conditions

| | S.No. | | Confirmation Required | Rema Allow |
|---|-------|----------------------------------------------------------------------------------------------------------------------|--------------------------|---------------|
| ſ | 1 | Inspection 1. For regular/Dev. order (not requiring prototype clearance): By CQAM/BLW at BLW on behalf of consignee. | No | No |

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Part Supply is allowed. Transit insurance up to destination i.e. BLW, Varanasi to be borne by the firm. Failure and Termination of the No contract shall be enforced as per Clause 0702 of IRS conditions of contract. Collection of non bio-degradable solid waste after successful delivery of the product/material from consignee place will be arranged by the supplier. Manufacturer to follow packing and marking instructions as per the specification/drawing and as per IRS conditions of contract clauses 1800 - 1807, failing which supplies received are liable to be rejected by consignee. To avoid fire hazard, non flammable material only to be used for packing. Depot Officers/Inspecting officers/District Officers of the consuming departments are authorized to accept deliveries short or in excess up to 5 per cent of the total value of the contract or Rs.8 lakhs whichever is less subject to the total value of receipt not exceeding normal powers of purchase of the PCMM as per Railway Board Letter No. 88/RS(G)/779/14Pt Dt: 06.01.2017 [Para 2.0 S.No.28].

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 as per Clause 2.6.4 of BLW Tender Document (latest revision).

If purchase is being done through import from OEM/authorised agents, supplier has to ensure that Para 6.4 of Manual for Procurement of Coods

(available

at https://indianrailways.gov.in/sites/default/files/Manual%20for%20Procurement%20of%20Goods%20%2BUpdated%20June%2C%202022%29.pdf) is adhered to in line with Railway Board Letter no. 2011/RS(G)/779/8 dated 14.02.2019 (available at https://indianrailways.gov.in/railwayboard/uploads/directorate/stores/downloads/circular/RS%20G/Payment_Imported_Goods_14022019.pdf). In such case, supplier shall ensure the required documents such as 1. Supplier's ori

Special Conditions

| S.No. | Description | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------|
| 1 | Firm is to be submit Earnest Money Deposit (EMD) as per clause 1.21 of BLW TENDER DOCUMENT (Rev. Year- 2022-23) (uploaded with tender) | No | No | Not Allowed |
| 2 | Firms to provide following declaration: " False declarations will be in breach of the Code of Integrity under Rul 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successor can be debarred for up to two years as per Rule151 (iii) of the General Financial Rules along with such othe actions as may be permissible under law. In case of any discrepancy or falsehood, extant provision under the la shall be applicable. Also if anycertificate given by a bidder whose bid is accepted is found to be false, this woul be a ground for immediate termination and further legal action in accordance with law" | | No | Not Allowed |
| 3 | Price Variation Clause : Not applicable. Offer received with PVC will be summarily rejected. | No | No | Not Allowed |
| 4 | Please note that in case of non acceptance of inspection clause or acceptance with any deviation/rider, the offer is liable to be ignored. In case it is neither confirmed nor denied, it would be presumed that bidder has accepted this special condition of Tender. | | No | Not Allowed |
| 5 | Operationalization of Engagement of Third Party Inspection (TPI) Agencies . Terms and conditions for third Party Inspection agencies will be governed through Railway Board letter No. 22/RS(G)/779/8 dtd. 04/01/2023 attached with tender. | No | No | Not Allowed |
| 6 | Bidders may please note that- Entities of countries which have been identified by the Nodal Ministry /Department as not allowing Indian companies to participate in their Government procurement for any item related to that Ministry/Department shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term of entity of a country shall have the same meaning as in the FDI policy of DPIIT as amended from time to time. | No | No | Not Allowed |
| 7 | It is clarified that the bidders offering imported products will fall under the category of Non-local suppliers. They No 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 sales service support like AMC/CMC etc. as local value addition. | | No | Not Allowed |
| 8 | All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law. | No | No | Not Allowed |
| 9 | All bidders may please note : (a) All the bidders/Tenderers while quoting the rates should clearly indicate HSN Code, the rate of applicable duties and taxes included in the prices quoted by them. Any variation in tax structure/rate due to introduction of GST shall be dealt with under Statutory Variation clause (b) all the bidders/Tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law. (c) All vendors should have GST Registration Number. (d) GST Act and Rules as applicable from time to time is applicable. (e) In case the successful tenderer is not liable to be registered under CGST/GST/ 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 tax authority. | No | No | Not Allowed |
| 10 | (A). The offers shall be evaluated based on the GST rate 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. (B). Goods & Services Tax (GST): All tenderers to quote correct HSN code and corresponding GST rate for the item/items quoted. Misclassification in HSN code, if quoted by any bidder, shall be dealt as per following conditions. The Purchaser shall not be responsible for any misclassification of HSN Number or incorrect GST rate, if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier. 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 purchase order or billed. Vendors will be required to adjust 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. | | No | Not Allowed |
| 11 | In case you have quoted GST, or any other levy, statutory variation will be applicable for these levies. | No | No | Not Allowed |
| 12 | (i) Revised 'Public Procurement (Preference to Make in India), Order 2017 dated 16.09.2020 (referred as PPP-MII No order 2017 in subsequent Paras), for the tendered item(s) has been circulated by Railway Board vide letter no. 2020/RS(G)/779/2/Pt.1 dtd. 25/09/2020. Refer Clause 1.15.3 to BLW Tender Document (Rev. Year-2022-23 with corrigendum-1 dtd.18.06.22 , Corrigendum-2 dtd 23-05-23 and Corrigendum-3 dtd 30-11-23) uploaded with the tender and also available on website www.ireps.gov.in. (ii) The vendor who do not qualify to be Class-I local supplier or Class-II Local supplier should not quote in the tender as their offers not considered for any ordering. | | No | Not Allowed |
| 13 | Minimum Offer Quantity: For the consignees for whom the bidders choose to submit their offers, the offered quantity shall not be less than 50% of tender quantity for the consignee. Offer of tenderer not agreeing to this clause will be summarily rejected. | No No | | Not Allowed |
| 14 | Wherever SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions of contract, as amended from time to time, purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non- exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly. | exempted, for any reason, and the supplier fails to supply goods as per conditions of No In time to time, purchaser shall have right to levy damages from the supplier for failing included conditions, not by way of penalty, an amount equal to SD amount, as would have intract was with a non- exempted vendor. These damages shall be treated as recoveries | | Not Allowed |
| 15 | Risk Purchase clause shall not be applicable. | No | No | Not Allowed |
| 16 | Para 2.12.2.3 of BLW Tender Document (Rev. Year-2022-23) will be applicable in terms of consider Developmental Vendors for placement of bulk order. | No | No | Not Allowed |
| 17 | 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. (Details as per Para 2.12.7 of BLW Tender Document (Rev. Year-2022-23)). | No | No | Not Allowed |
| 18 | Material to be procured from OEM or their authorized dealers / distributors. [For details kindly refer Para 2.13.3 of BLW Tender Documents (Rev. Year-2022-23)] | No | No | Not Allowed |

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| 19 | 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. (Details as per Para 2.12.8 of BLW Tender Document (Rev. Year-2022-23)). | | No | Not Allowed |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|-------------|
| 20 | Manufacture or their sole selling agents may note that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. In such a situation both the offers will be rejected. | No | No | Not Allowed |
| 21 | The successful tenderer to submit security deposit [SD] as per clause 1.22 of BLW TENDER DOCUMENT Rev. Year-2022-23 with Corrigendum-2 dtd 23-05-23. | No | No | Not Allowed |
| 22 | All vendors, exempted from submitting EMD, as per Para 1.21 above, they must upload requisite documentary evidence and sign a bid securing declaration as per Para 1.21.1.1 of BLW TENDER DOCUMENT (Rev. Year-2022-23) | No | No | Not Allowed |
| 23 | The firm shall pass on (as per section 17 (1) of CGST/SGST Act) any reduction in tax rate on supply of goods or any benefit of input tax credit to the Railway through a commensurate reduction in price without any undue delay. To the above effect the firm should give declaration that all the benefits accruing on account of change in tax rate and any additional input tax credit (ITC benefit) shall be passed on the Railway. | | No | Not Allowed |
| 24 | The tenderers in their bids shall indicate the details of their Jurisdictional Tax Assessing Officers (Designation, address and e-mail id). In case of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by Purchaser to the Jurisdictional Tax Assessing Officer mentioned in the Tenderers bid. | | No | Not Allowed |
| 25 | The Contractor/ Seller hereby covenants that it is a condition of the contract that all goods furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly. Unless otherwise mentioned in drawings/specification, Standard warranty period as per IRS conditions of contract [i.e. The Contractor also guarantees that the said goods would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery and this warranty shall survive notwithstanding the fact that the goods may have been inspected, accepted and payment therefore made by the Purchaser.] shall be applicable. | | No | Not Allowed |
| 26 | Handling of Warranty and Rejections : For Warranty and Rejections kindly refer Railway Board letter No. 2022/RS(G)/779/7(3390005) dated 29/11/2022. | No | No | Not Allowed |
| 27 | The bidder may please note that Rates and other financial terms quoted in relevant columns of financial bid will only be ruling terms for acceptance, and such terms quoted anywhere else should be ignored. | No | No | Not Allowed |
| 28 | 1. "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 Competent Authority shall be attached.)" 2. I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority." OR %u201Cl have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement." | | No | Not Allowed |
| 29 | Wherever mentioned "BLW Tender Document Rev. Year 2022-23 dated 31.03.2022 (copy attached)" the same is to be read as "BLW Tender Document Rev. Year 2022-23 dated 31.03.2022 read along with corrigendum-1 dated 18.06.2022, Corrigendum-2 dated 23.05.23 and Corrigendum-3 dated 30-11-23 (copy attached)" | No | No | Not Allowed |
| 30 | As per Clause 0605 of IRS conditions of contract version 1.0 (Revised September 2022): Unless mentioned specifically in the tender documents, for Goods with a limited shelf life, the contractor shall ensure that at least 75% (or any other percentage stipulated in the contract) of shelf life remains balance on delivery date. The Purchaser reserves its rights to reject expired or products with less than such specified shelf life. | | No | Not Allowed |
| 31 | Wherever written DLW in tender to be read as BLW. | No | No | Not Allowed |

Technical-Compliances

| | 5.No. | | Confirmation Required | Documents Uploading |
|---|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------|
| | | Firms to provide relevant document stating the relation with quoted brand/make in case quoted brand/make is different from firms' own name else offer of the firm quoting with different brand name shall be summarily rejected. | | Allowed (Optional) |
| Ī | 2 | Please mention country of origin of offered product. | Yes | Allowed (Optional) |

Undertakings

| S.No. | = ===:· p=:=:: | Confirmation Required | Remarks Allowed | Documents Uploading |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------|------------------------|
| | 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 advise the purchaser accordingly. | | No | Not Allowed |
| 2 | have read the tender document Rev. Year 22-23 with its corrigendum and enclosed the neccessary documents. | No | No | Not Allowed |
| | False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as p Rule151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. I case of any discrepancy or falsehood, extant provision under the law shall be applicable. Also if any certifica 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. | | No | Not Allowed |
| | 1. "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 Competent Authority shall be attached.)" 2. I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority." OR %u201Cl have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement." | | No | Not Allowed |

6. DOCUMENTS ATTACHED WITH TENDER

| S.No. | Document Name | Document Description |
|-------|---------------|----------------------------------------------------|
| 1 | 3216411.pdf | BLW Tender Document (Rev. Year-2022-23) |
| 2 | 4189363.pdf | IRS CONDTION OF CONTRACT |
| 3 | 3515338.pdf | Corrigendum-1 dtd 18-06-22 to BLW Tender Document |
| 4 | 4249864.pdf | Railway Board letter dated 04.01.2023 (TPI) |
| 5 | 4972745.pdf | Drg.2 PL- 11390219 |
| 6 | 4264439.pdf | Railway Board letter15-03-23 GFRs-OM dated23/02/23 |
| 7 | 4379644.pdf | Corrigendum-2 dtd. 23.05.23 BLW Tender Document |
| 8 | 4705012.pdf | Corrigendum-3 dtd. 30.11.23 BLW Tender Document |
| 9 | 4972744.pdf | Drg. PL- 11390219 |
| 10 | 4264334.pdf | Railway Board letter dated 17.10.22 (Warranty). |

7. RESPONSIVENESS

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Tender No: 03241224D **Closing Date/Time:** 04/11/2024 15:00

S.No. Description

Validity of Offer: No deviation from the offer validity period stipulated in the tender is permitted.

The tenderers in their bid shall indicate the details of their GST Jurisdictional Assessing Officers (Designation, Address & email id). In case of a contract award, a copy of Purchase Order shall be immediately forwarded by Purchaser to the GST Jurisdictional assessing officer mentioned in Tenderer's bid

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

Digitally Signed By

AMMENG (RAJIV RANJAN KUMAR)

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