Signature Not Verified
Digitally signed by PRAKASH KUMAR
Date: 2025.04.09 10:56:12 IST
Reason: IREPS Document
Location: IREPS-CRIS

भारत सरकार
भारतीय रेल
रेल पहिया कारखाना, बेला
Government of India
Indian Railways
RAIL WHEEL PLANT, BELA

एकीकृत बोली दस्तावेज़

INTEGRATED BID DOCUMENT

(v. 2.0 Effective -01 April 2025)
(Supersedes: v. 1 issued in 2015)

Signature Not Verified
Digitally signed by SANJAY KUMAR
Date: 2025.04.03 16:08:29 IST
Reason: IREPS-CRIS
Location: New Delhi

प्रधान मुख्य सामग्री प्रबंधक का कार्यालय
प्रशासनिक भवन
रेल पहिया कारखाना, बेला, अरविंदनगर,
जिला. सारण (बिहार), पिन - 841221
भारत
Office of Principal Chief Materials Manager
Administrative Building
Rail Wheel Plant, Bela, PO Arvind Nagar,
Dist. Saran (Bihar), PIN – 841221
INDIA
http://www.rwp.indianrailways.gov.in/

Bid documents consists of the following:

Part-I Tender Document

Bid invitation / Notice Inviting Tender (NIT)
Schedule of Requirements / Tender schedule
Indian Railways Standard Conditions of Contract
Special Conditions of Tender

Part-II Integrated Bid Document

Section –I Key Information and Contacts
Section -II Instructions to Bidders for e-Tendering
Section –III General Tender Conditions
Section- IV Special Conditions for Procurement of M&P Items
Section – V Annexures

Part-III Drawings, Technical Specification

NB:

1. **Bidders are advised to go through the user manuals available on IREPS (https://www.ireps.gov.in) for submission of bids on IREPS and other activities.**

2. **Railway Board circulars are available at http://www.indianrailways.gov.in/railwayboard/index.jsp**

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Section - I: KEY INFORMATION AND CONTACTS

1. Information about Purchasing Organisation

PAN	AAAGM0289C	Ministry of Railways
GSTIN	10AAAGM0289C1ZY	State (Bihar)
Address for financial matters : Payment, GST, Bank Guarantee , Demand Draft etc.	Principal Financial Adviser Administrative Building Rail Wheel Plant, Bela, PO Arvind Nagar, Dist. Saran (Bihar), PIN – 841221 INDIA	
Address for tender and contract	Office of Principal Chief Materials Manager Administrative Building Rail Wheel Plant, Bela, PO Arvind Nagar, Dist. Saran (Bihar), PIN – 841221 INDIA	
website of RWP	*www.rwp.indianrailways.gov.in*	
website for e-tenders	*www.ireps.gov.in*	

2. List of some abbreviations used in this document

Abbreviation	***Full form***
ADRM	Additional Divisional Railway Manager
AMC	Annual Maintenance Contract
AMM	Assistant Materials Manager
CAO	Chief Administrative Officer
CMM	Chief Materials Manager
CRIS	Centre for Railway Information System
CWM	Chief Workshop Manager
DA	Document of Authorisation
DC	Denial Clause
DP	Delivery period
DRM	Divisional Railway Manager
DSC	Digital signature certificate
Dy. CMM	Deputy Chief Materials Manager
EMD	Earnest Money Deposit
FOR	Free on Rail/Road
GM	General Manager
GST	Goods and Services Tax
IR	Indian Railways, Ministry of Railways, Government of India
IREPS	Indian Railway E-procurement system
LC	Letter of Credit
LD	Liquidated damages
LoA	Letter of Acceptance/ Letter of Advance Acceptance
M&P	Machinery and Plant
MOEF	Ministry of Environment and Forests
MSE	Micro and Small Enterprises
NIT	Notice Inviting Tender
NPQ	Net procurement quantity
OEM	Original equipment manufacturer
PCAO	Principal Chief Administrative Officer
PCME	Principal Chief Mechanical Engineer

PCMM	Principal Chief Materials Manager (earlier known as Controller of Stores (COS))
PFA	Principal Financial Adviser (earlier known as Financial Adviser and Chief Accounts Officer (FA&CAO)
PO	Purchase Order
PU	Production Units
PVC	Price Variation Clause
RA	Reverse Auction
RDSO	Research Designs and Standards Organisation
RITES	RITES Ltd.
RWF	Rail Wheel Factory, Yelahanka, Bengaluru, Karnataka, India
RWP	Rail Wheel Plant, Bela, a Production Unit of Indian Railways
SMM	Senior Materials Manager
SVC	Statutory Variation Clause
SD	Security Deposit
TDS	Tax deduction at Source
TPI	Third Party Inspection
ZR	Zonal Railways

<<<End of section- I>>>

Section- II: INSTRUCTIONS TO BIDDERS FOR e-TENDERING

1. GENERAL INSTRUCTIONS

1.1. On behalf of the President of India, the Principal Chief Materials Manager (PCMM), Rail Wheel Plant, Bela (hereinafter referred to as the 'Purchaser' or 'RWP' or 'Railways') invites electronic tenders (e-tenders) from potential bidders/suppliers ((hereinafter referred to as the tenderer/vendor/firm) for the supply of items as mentioned in NIT (Notice Inviting Tender) and schedule of tender.

1.2. Before submission of bid, Bidder or Tenderer should study all the terms and conditions mentioned in the tender document alongwith the files/document(s) attached with the tender.

1.3. The process of Bidder Registration on IREPS (Indian Railway E-procurement System), which is mandatory for submission of bids against E-tenders, is given on Homepage of website: http://www.ireps.gov.in. The detailed User manual for Vendors is also available on this website. The digital signature of bidder on the e-bid will be considered as a confirmation that they have read and accepted all the conditions given in tender document(s) unless specific deviation is quoted at appropriate place in the Techno-commercial offer form of the e-bid. The bidders are required to follow the procedure given by IREPS for submission of bids. No clarification can be given by the Purchaser, as the website is maintained by CRIS, New Delhi.

1.4. The Contract/Purchase Order placed against the tender will be governed by all the conditions mentioned in the schedule of tender and documents attached with the tender. The provisions of various statutory laws (such as The Indian Contract Act-1872, Sale of Goods Act-1930, GST Act-2017, Arbitration and Conciliation Act-1996 etc. with their latest amendments) which are directly or indirectly related to the different aspects of contract: Bidding, Decision/conclusion/Formation, Operation and Execution of the contract: shall also be applicable to the contract. The successful bidder on whom the contract is place will be known as the "Supplier" or the "Contractor".

1.5. Throughout these Bidding Documents, unless context indicates other -wise:

a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex, digital messaging services)

b) if the context so requires, "singular" means "plural" and vice versa;

c) "Approved firms" or "Approved Vendors" means Vendors approved as Approved Sources by the Vendor Approving Authority such as RDSO, PU etc.

d) "day" means calendar day.

e) "bidder" or "tenderer" means the person or firm submitting the offers against the tender and includes juridical persons.

f) "Developmental firms" or "Developmental Vendors" means Vendors approved as Developmental Sources by the Vendor Approving Authority such as RDSO, PU etc.

g) "Firms" means bidders having any corporate form including partnerships

h) "General Manager of the Railway Administration" includes the Principal Chief Administrative Officer (PCAO)/Chief Administrative Officer (CAO) of RWP, Bela having financial powers of General Manager.

i) INCOTERMS® are the International commercial terms developed for use in international and domestic trade contracts by the International Chamber of Commerce (ICC) and reference to INCOTERMS shall be as in force on the date of opening of Tender.

j) "Purchase Order" and "Supply Order" are synonymous.

k) "Railway Administration" means the Rail Wheel Plant Administration constituted under the Railway Act, 1989

l) "Railway Board" means the Railway Board constituted under the Indian Railway Board Act, 1905

Terms and expression not herein defined shall have the meanings assigned to them in relevant Indian Laws

1.6. All electronic forms of communication, including the electronic submission of offers or communications through IREPS, shall be governed by the provisions of Information Technology Act, 2001 (IT Act), as amended from time to time.

1.7. E-tender document consists of :

a) Integrated Bid Document : (IBD) containing:
   i. Instructions to bidders for e-tendering (IBET)
   ii. General Conditions of Tender (GCT)
   iii. Special Conditions for procurement of M&P Items (SMP)
   iv. Various formats for use in bidding
b) Indian Railway Standard Conditions of Contract (IRS Conditions of Contract)
c) Special Conditions for Reverse Auction
d) Special Conditions of tender (SCT)
e) Schedule of requirements (SOR) and attached Documents

1.8. In case of any conflict between IRS Conditions of contract, IBD and SCT: Special conditions of tender (SCT) shall prevail. In case of any difference about the period of Guarantee/Warranty mentioned between specification and IRS conditions of contract, the period mentioned in the specification shall prevail. The conditions and specifications mentioned in the LoA and Purchase Order shall prevail over other documents.

1.9. For submission of e-tenders through IREPS, the latest instructions available on the website *http://www.ireps.gov.in*shall be applicable.

1.10. All information in the offer must be in English. Information in any other language must be accompanied with its authenticated translation in English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation shall prevail.

1.11. The cost for tender document will be taken for e-tenders, will be as per extant instructions and will be mentioned in the NIT.

1.12. Only those bids, which are received in electronic mode (i.e. duly uploaded and digitally signed by bidders on IREPS website) will be considered. Manual bids (sent by post/Fax/email/person) will not be entertained/ considered against e-tenders, even if these are submitted on the letter head of bidder and are received before closing time of tender. All such manual bids will be considered as invalid offers and shall be summarily rejected.

1.13. All the mandatory fields of the Techno-commercial offer form and financial offer form must be filled-in by the bidder. The various components of price (Basic rate, Taxes & Duties, Packing charges, Forwarding charges, Freight etc.) should be clearly indicated separately in the respective field of the financial offer form. If there are any other charges, their nature should be specified.

1.14. The unit of rate shall be as indicated in the tender schedule and Bidders are required to quote in this unit only (i.e. Number, set etc.). Any deviation in this aspect will make the offer liable to be ignored. The price for indigenous offers (i.e. other than bids from foreign tenders) should be quoted in Indian Rupees only otherwise the bid will be rejected.

1.15. Bidder should mention discount, if any, at the specified place in the financial offer form only, instead of writing anywhere else in the bid or in the attached documents. Discounts mentioned at any other place than Rate page of e-bid (Financial offer form) will not be taken for evaluation by system for assigning inter-se ranking to the bids. Further, conditional discount(s) linked with – Quantity, Payment, Inspection agency, Delivery place etc. – will not be considered while assigning inter-se ranking to the bids. However, Purchaser reserves the right to avail any such conditional discount for placement of contract and/or for counter-offering to the successful bidder(s).

1.16. The rates filled-in by the bidder on financial offer form will be considered as final. The rates and other conditions of bid having financial implication mentioned elsewhere in the bid (such as attached documents or on other pages of e-bids) will not be taken into consideration. However, Purchaser reserves the right to avail any benefit arising out of such conditions.

1.17. Bidder can submit a revised bid at any time before the closing date & time of tender and in such a case, the last revised bid, which is deemed to supersede all the previous bids, shall only be tabulated by system for assigning inter-se ranking to the bids and the same shall be considered valid for its evaluation.

1.18. Bidder should read the delivery period/schedule given in the tender schedule and quote accordingly. Vague Delivery terms like: within 2/3 months, 8-16 weeks etc. must be avoided and if quoted so, the bid will be treated by Purchaser as commercially unresponsive making it liable for rejection. Earliest guaranteed delivery should be quoted. The bidder should indicate the dates of commencement and completion of supplies with monthly rate of supply. The penalties for defaults and delay in supplies will be applicable as per provisions of IRS Conditions of Contract.

1.19. Bidders who download the tender documents from website will ensure that no alteration is made in their contents.

1.20. The date and time specified in the contract for the delivery of the stores/equipment shall be the essence of the contract and the delivery must be completed no later than the date so specified. The attention of the Bidders is invited to clauses under the Conditions of Contract regarding liquidated damages and general damages by which the contract shall be governed.

1.21. The Bidders in their own interest are advised to visit the www.ireps.gov.in web site regularly and check for corrigendum if any and submit revised offer wherever warranted. The

Purchaser will not be responsible for failure of the Bidder to submit revised bids in such a situation.

1.22. Bidders, who are found to be indulging in tampering with tender documents or trying to hack the IREPS website, will be taken up with legal and administrative action, which could be as severe as: Removal from the approved list, Banning, Suspension of business dealing etc. The bidders 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.

1.23. In case the date of tender opening falls on a Gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the fixed time.

1.24. Any downloading from the website is at the sole risk & responsibility of the user. RWP/Bela will not be responsible for delay/difficulty/inaccessibility of downloading facility for any reason whatsoever.

2. SUBMISSION OF TENDER/OFFER: ELECTRONIC BID (e-Bid):

2.1. The vendors will have to submit their offer on IREPS website only (www.ireps.gov.in) through their Login-ID and follow the instructions given by the IREPS website while submitting their online offer. Detailed instructions are available in 'User Manual for Vendors (Goods & Services) Version 1.0', which can be accessed through Learning Center link (E-Tender (Goods & Services) available on the Home page of IREPS website (www.ireps.gov.in).

2.2. Manual offers delivered by post/fax or in person, or offers sent by e-mail or telex shall not be accepted against electronic tenders, even if such offers are received in time. All such offers shall be considered as invalid offers and shall be rejected summarily, without any consideration.

2.3. Every on-line tender submitted duly signed with a valid Digital Signature Certificate and received before the closing date and time of tender, shall be acknowledged by the system and HTML receipt will be generated indicating tender ID as well as date and time of receipt of the tender.

2.4. Firms are advised to ensure that for address furnished by them for getting Digital Signature Certificate from accredited agencies are same as that furnished to and available with the centralized source approving authorities such as RDSO/RCF/ICF/CLW/BLW/DMW/CORE. They are further advised that for registering them in the IREPS for participation in e-procurement system the same address as above is filled up, to avoid any vitiation of any information and consequent impairment in their credentials.

2.5. Electronic offers once digitally signed and submitted for one or all the item/items, shall remain fully secured confidentially stored into the e-tender box in an encrypted form till the due date and closing time of tender/ opening time of tender.

2.6. **Revised Bids:** Vendors can submit a revised commercial bid any time before the stipulated closing date and time and in such case the last revised bid submitted shall be considered as the bid for the tender, superseding all the previously submitted bids for that item/items of the tender.

2.7. **Alternative Bids:** The vendors are also allowed to submit alternative offer (for different make, specification, slab discount etc.)

2.8. The purchaser shall bear no responsibility for incorrect evaluation of total unit rate and/or ranking of a tender if the offer form is not filled in completely / filled ambiguously. No claim or clarification of the tenderer regarding applicability, inclusion or exclusion of any element of tax or any other change in the offer shall be entertained after opening of the tender.

2.9. In case the due date of the tender closing/opening day happens to be a holiday for RWP, the e-tender shall be opened on the next working day. However bidders cannot submit/revise offer or attach document beyond the closing time and date of the e-tender.

2.10. 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 hassle in their own computer system for communication line. RWP is not responsible for non-participation of vendors due to any technical problems such as network connectivity etc. on the day of tender closing time.

3. TENDER DOCUMENTS COST

3.1. For tender documents downloaded by bidders from IREPS website, no tender document cost is required to be submitted.

4. EARNEST MONEY DEPOSIT (EMD)

4.1. Tenderers are required to deposit Earnest Money through online mode only through IREPS portal for the amount as mentioned in the NIT. Any other mode of submission is not acceptable and in such cases, it will be considered that the offer is without EMD.

4.2. Tenderer not falling in the exempted categories mentioned in the subsequent para shall remit the Earnest Money online only through Payment Gateway Facility available on the IREPS portal. Earnest money shall be accepted via online payment gateway as available on IREPS portal. No other mode of submission of Earnest money is acceptable.

4.3. Amount of EMD to be taken in tenders, wherever applicable shall be as under:

Estimated Value of Tender	**EMD (rounded off to nearest higher Rs.10 (Ten)**
Above Rs.25 Lakh and Upto Rs.50 cr.	@ 2% of the estimated Value of the tender subject to Maximum Rs.20 Lakh
Above Rs.50 Cr.	Rs.50 Lakh

4.4. **Exemption from Submission of Earnest Money:** The under noted categories of tenderers need not deposit Earnest Money:-

a) Tender cases of value upto Rs.25 lakh unless otherwise specifically mentioned in the tender.
b) Micro and Small Enterprises (MSEs) registered under UDYAM under of Public Procurement Policy for MSEs Order, 2012 and subsequent amendments (However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview)
c) Other Railways and Government departments.

d) Indian Ordinance factories.
e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them.
f) Vendors registered with Railways for the trade group of the item tendered in any zonal railways.
g) Vendors appearing on the approved vendor lists (U-VAM) of RDSO/PUs/CORE for the tendered item(s)/item mentioned in eligibility criteria, subject to approval status being valid on the date of tender closing.
h) Vendors registered with Railways for supply of medicine, medical equipment and consumables shall be exempted from submission of EMD for these items.
i) 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.

4.5. The tenderers falling under any of the above listed exempted categories and claiming exemption will have to follow the steps as available in the IREPS website and attach the requisite documents qualifying them for exemption.

4.6. All vendors exempted from submitting EMD, as per Para 4.3 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as following at the time of submission of online offer:

> *"I/We certify that my/our offer is eligible for exemption from submission of bid security/Earnest Money Deposit, in terms 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."*

4.7. Offers submitted without EMD, unless exempted, shall be summarily rejected.

4.8. If a Tenderer directly participating in the tender stipulating in IREPS that the order be placed on their authorized dealer/OEM, EMD exemption will be applicable as per status of the Tenderer and not as per the status of their authorized dealer/OEM.

4.9. When the Bidder withdraws or revises/modifies the Bid within the validity period or fails to deposit Security Money in terms of SD, purchaser will have the right to forfeit EMD.

4.10. EMD of unsuccessful bidders or tenderers shall be released immediately after finalization of tender or after finalisation of the first stage, i.e technical evaluation in case of two stage or two

packet tenders (including eRA), if the bidder is declared unsuccessful or unsuitable. No interest will be payable by Purchaser on refund of EMD.

5. SECURITY DEPOSIT (SD)

5.1. Amount of SD to be taken in tenders, wherever applicable shall be as under:

Contract Value	SD (rounded off to nearest higher Rs.10 (Ten)
Above Rs.25 Lakh and Upto Rs.50 cr.	@ 5% of the estimated Value of the tender subject to Maximum Rs.50 Lakh
Above Rs.50 Cr.	Rs.1 cr.

5.2. Time for Deposit of SD: SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the Purchaser.

5.3. In the event of Successful tenderer(s) failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by such successful tenderer(s) shall be automatically adjusted towards SD in view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. 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 as per extant instructions.

5.4. Unless otherwise specified in the tender document, Security deposit shall remain valid for a minimum period of 60 days, beyond the date of completion of all contractual obligations of the supplier.

5.5. The Security Deposit (SD) shall be taken from all vendors for contracts, subject to following exemptions:

a. The store contract cases of value upto Rs.25 lakh
b. Other Railways and Government departments.
c. Indian Ordinance factories.
d. PSUs owned by Ministry of Railways and PSUs for the group of items that are Manufactured by them.
e. 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.
f. Vendors registered with Railways for the trade group of the item tendered in any zonal Railways shall be exempted from SD for orders valued upto their monitory limit of registration.
g. Vendors appearing on the approved vendor lists (U-VAM) of RDSO/PUs/CORE for the tendered item(s)/item mentioned in eligibility criteria, subject to approval status being valid on the date of tender closing.
h. Vendors registered with Railways for supply of medicine, medical equipment and consumables shall be exempted from submission from SD for these items.

5.6. Wherever Security deposit (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.

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.

5.7. If the Contracts are worded so as to conclude severable contracts for each lot. In case of failure by Contractor/supplier to meet the deliveries as per delivery schedule/period stipulated in the contract for any lot. Purchaser may cancel the contract for defaulted part by forfeiting SD commensurate to the lot.

5.8. If the contractor, having been called upon by the Purchaser to furnish security deposit, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the purchaser or the Government or any person contracting through the Purchaser or otherwise however, duly adjusting the Earnest Money deposit, if any, made by the contractor.

5.9. In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security deposit in terms of the amended contract within **fourteen days** of issue of the amendment.

5.10. No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract.

5.11. 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 fulfillment or performance in all respect 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 said security deposit 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.

5.12. SD will be returned to the successful supplier after performance of contract is completed by the supplier in all respects as per its terms and conditions. No interest will be payable by Purchaser on refund of SD.

5.13. **The Security money can be deposited in any of the following forms:**

(i)	Government securities at 5 per cent below the market value.
(ii)	Deposits Receipts, Pay Orders, Demand Drafts & Guarantee Bonds of State Bank of India, or any of the Nationalised Banks or any Scheduled Commercial Bank.
(iii)	Bond of Indian Railways Finance Corporation and KRCL Bond
(iv)	A deposit in Post Office Saving Bank

(v)	Deposits in National saving Certificates,
(vi)	A percentage deduction, ordinarily 10% from periodic payments made on account of work done or supply made.

The Guarantee Bonds/Bank Guarantee should be submitted in the prescribed form as per **"ANNEXURE-A".**

5.14. Paymentof Security money in the form of pay order/demand draft shall be made in favor of PFA, Rail Wheel Plant, Bela payable at Nayagaon, Saran (Bihar).

5.15. Tenderers submitting Security Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection/return of the BG:

a. The Bank Guarantee should be executed on non-judicial stamp paper of appropriate value as applicable at the place where the bank guarantee is executed.
b. The non-judicial stamp paper used for executing the Bank Guarantee should have been purchased in the name of executants Bank.
c. The Bank Guarantee should be duly attested by notary public along with notarial stamps of appropriate value affixed thereon.
d. Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.
e. All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank and the notary public as well.
f. The Bank Guarantee should be in the prescribed format **(ANNEXURE –A)** and completely in the typed form.

6. DRAWINGS & SPECIFICATIONS

6.1. Specifications indicated in the "Schedule of Requirements" forms part of bid document.

6.2. Where the tenders have been invited as per IRS/RDSO drawings or specifications, the tenderer shall obtain such drawings or specifications from RDSO (Research Designs and Standards Organization, Manak Nagar, Lucknow-226011) on payment of the cost of drawings/specifications, or download from the /drawing source approving authority website well in advance of the closing date. Similarly, where the tender has been invited as per drawings or specifications issued by ICF (Integral Coach Factory, Perambur, Chennai, Tamilnadu)/ RCF (Rail Coach Factory, Kapurthala, Punjab)/ CLW (Chittaranjan Loco Works, Chittaranjan, West Bengal)/ BLW (Banaras Locomotive Works, Varanasi, Uttar Pradesh)/ CORE (Central Organization for Railway Electrification, Allahabad, Uttar Pradesh), the tenderer shall obtain such drawings/specifications from the respective issuing authorities, on payment of cost of the drawing/specification or download from the /drawing source approving authority website.

6.3. Where the tender has been invited as per BIS specifications or any other standards, it shall be the responsibility of the tenderer to arrange such documents from the respective issuing authority. Rail Wheel Plant, Bela shall provide no assistance to the vendors in this regard, and shall not be responsible for non-participation of vendors on account of delay in arranging such drawings/specifications.

6.4. Where the tenders have been invited as per RWP's drawings or specifications, scanned copies of such drawings/specification shall normally be attached with the electronic tender. However, where it is not possible to do so, the drawings/specifications can be seen/obtained from the Office of the Principal Chief Materials Manager, Rail Wheel Plant, Bela, during office hours, on any working day before the closing date and time of the tender.

6.5. If any tenderer happen to quote with their own Drawing No/Part No./Specification, then, they shall have to, necessarily, submit all the requisite documents and information in support of their offer being to be in conformity with the tender Drawing/Specification. Furthermore, copies of such drawings/specifications/catalogue are also to be uploaded along with the offer, failing which the offer will be liable to be rejected.

7. SAMPLES

7.1. The offers should strictly conform to the specified description and drawing/specification in schedule of requirements and no samples need be submitted unless so mentioned in tender form. When samples are required, the same must strictly conform to description, drawing/specification as mentioned in the tender documents. Samples submitted will be considered as supplemental and not in supersession to any specification mentioned and such samples will only be considered in relation to those points which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary from the tender description/specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply embodying such variation.

7.2. When samples are called for, they should be marked, sealed and labeled so as to correspond with the item of the tender. They should be sent "Freight Paid" to the same address as per the tender, and arrangements should be made to see that they arrive by the opening time and date of the tender; otherwise the offer will be summarily rejected.

7.3. Samples submitted by the tenderer which are of the value of Rs. 1000/-or less will not be returned to them. For samples valuing above Rs. 1000/-the tenderer must state on the tender form if he requires the return of unaccepted samples failing which they will be retained by the purchaser. Unaccepted samples will be returned to firms on application who may arrange collection of the same from PCMM Office.

7.4. Firms with whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per tenders or orders placed with them.

7.5. Wherever the tenders have been invited as per approved sample, tenderers may contact purchaser/consignee for accessing approved sample.

8. COMPLIANCE OF GENERAL, SPECIAL AND COMMERCIAL CONDITIONS

8.1. **E-Bids** submitted shall be as per the IRS Conditions of Contract, General condition of tender, Special Conditions and including the instructions to tenderer given in the tender documents. Tenderers must confirm acceptance to IRS terms and conditions of contract in all respects.

8.2. The tenderer shall indicate his acceptance or otherwise against each mandatory clauses like terms and conditions, performance statement, technical specification, technical deviation statement, commercial deviation statement and Special Conditions of

tender (if available) and list of documents attached. In case the tenderer wishes to deviate from any clause mentioned in the tender, such deviations shall be indicated in the "deviation statement" during the "bid process". The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

9. COMPLIANCE OF TECHNICAL REQUIREMENTS

9.1. The stores/ equipment offered should be in accordance with the stipulated item description, drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated under technical deviation statement.

9.2. The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement indicating compliance or otherwise of each clause and sub-clause of specifications. Whenever the tenderers deviate from the provisions of a clause/sub clause, they shall furnish their detailed justification for the same in the Technical Deviation Statement.

9.3. The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the Purchaser in this regard shall be final.

9.4. Remarks such as "Best Make" etc. will be assumed to indicate 'Best Make' not conforming to the tendered specification, unless it is specifically mentioned by the tenderer that the material offered is to the tendered specification.

9.5. The tenderer should avoid ambiguity in their bid, e.g., if the bid is to their standard sizes/length/dimensions, they should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths" etc. should not be used in the bids.

10. VALIDITY OF THE OFFERS

10.1. Tenderers are advised to keep validity of their offer as indicated in Notice Inviting Tender (NIT). Offers with validity period of short duration may be taken as unresponsive to Railway's requirements and are liable for rejection. If different validity periods are quoted by the tenderer, the longest such period shall be taken as the validity period.

10.2. The purchaser may ask for the tenderer's consent to an extension of the period of validity of the bid. If the tenderer agrees to the extension request, the validity of EMD submitted, shall also be suitably extended. Tenderer granting their request will not be required or permitted to modify their bid.

11. DOCUMENTS TO BE ATTACHED/UPLOADED ALONG WITH e-BID

11.1. The Documents mentioned in the NIT should be submitted along with the e-bids. Bids, submitted without mandatory document are liable to be summarily rejected.

11.2. Tender specific authorization letter from OEM (Original Manufacturer) or valid dealership certificate in case of Tenderer being an agent/dealer as required in eligibility criteria of Notice Inviting Tender (NIT).

11.3. Performance statement should be submitted in **'Performance Tab'** of IREPS during submission of bidfor supplies made against Purchase orders placed by Rail Wheel Plant, Bela or

any unit of Indian Railways for supply of same or similar items or as mentioned in the NIT. Correct status/supply position of pending orders if any should be invariably indicated. Supporting documents (Purchase orders, Inspection certificates, Receipt Notes, CRN/CRC etc) are to be attached. Tenderers should highlight the largest order received within last three years and submit the **supporting documentsestablishing successful supply** against these orders.

11.4. Any other relevant document(s) in PDF format to establish the eligibility criteria as mentioned in Para 8.0 of Section-II or as mentioned in Notice Inviting Tender (NIT) are to be attached in requisite tab of "**special eligibility criteria section in NIT**" during submission of bid.

11.5. For refractory items and production consumables, tenderers should also submit the details of supply, if any, made to integrated steel Plant (ISP) or Plant having Electric Arc Furnace (EAF).They should highlight the largest order received from EAF plant and ISP with current supply status. They should enclose the supporting documentary regarding successful supply.

11.6. Details of Machinery and Plant, other equipments, testing facilities, quality management /control systems and details of technical manpower available as per ***"ANNEXURE-B".***

11.7. Current and valid Registration certificate of Rail Wheel Plant/Bela or other Railways if any with monetary limit and trade groups for which registered.

11.8. Letter of latest approval from concerned approval agency of tendered item, if applicable in tender.

11.9. For items reserved to be procured from Micro & Small Enterprises (MSEs), the MSE tenderers must enclose with their offer a copy of UDYAM Registration Certificate only. MSE benefits will not be admissible based on any other document.

11.10. Bidder's own drawing/specification, product catalogue and Technical data sheet of their quoted item and in case of deviation/alternative design comparison-chart for proving equivalence of quoted product with respect to the drawing/specification of Tender.

11.11. Certificate for verification of local content for preference of Make in India:

a. Self certification for procurement value below Rs. 10 Cr.
b. 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, If procurement value above Rs. 10 cr.

12. OPENING OF TENDER

12.1. The tender shall normally be opened on the stipulated closing date, after the stipulated opening time. In case the closing date falls on a holiday, the tender shall be opened on the next working day. However, due to unavoidable reasons, the tender may not be opened on the stipulated closing date, and may be opened on a later date. However, no revision or modification of the offer shall be allowed after the closing date and time, even if there is any delay in the tender opening.

12.2. No Tenderers shall be required to be present in the Office of the PCMM, Rail Wheel Plant, Bela for any e-Tender opening process. They can obtain totally transparent Financial and Techno-commercial tabulation statements immediately after the opening of Tender.

12.3. **Electronic Reverse Auction Tenders (e-RA):** e-RA shall not be the preferred method of procurement in Stores tenders. eRA shall be one of the possible methods of procurement and if tender issued with eRA, conditions as per ***"ANNEXURE-C"***will be applicable.

13. EVALUATION CRITERIA

13.1. Rates quoted by the Tenderers with discounts if any linked to quantity will be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt notes etc., will be ignored for calculating inter-se position. However, Railway may avail the discounts linked to early payment, early receipt notes etc. if otherwise, firm's offer is found to be acceptable.

13.2. Inter-se ranking of the offers will be determined on item wise and consignee wise Total Unit Rate basis which will include basic rate, ED, Educational Cess, GST, freight including packing and forwarding charges, insurance and any other charge or cost quoted by the Tenderer. In case of offers with Price Variation Clause, the quoted rates shall be updated to a common base date for such assessments.

13.3. **The criteria for evaluation of inter-se-position of bidders shall be item wise consignee wise or Total Value wise as stipulated in NIT.**

13.4. For Statutory taxed duties all the offers shall be evaluated as per tax regime as applicable on the date of tender opening for calculating inter-se ranking where there is a change in statutory tax regime after tender opening.

13.5. Wherever all or some of the approved firms quote equal rate and/or cartel formation or non-competitive bidding is suspected, Railway reserves the right at its own discretion to place order on one or more firms with exclusion of the rest without assigning any reasons.

13.6. The offers shall be considered in accordance with the provisions in the tender documents, instructions issued by Railway Board as applicable and natural justice, equity and good conscience.

13.7. **Negotiations:** When conducting negotiation, the firm(s) will be informed about the parameter(s) of the original offer on which revision(s) of original offer is/are solicited and his signature taken in token thereof. In the negotiated offer, any variation by the firm(s) on such aspect(s) of offer on which revision was not solicited during negotiation will render the negotiated offer unfit for consideration. (Authority Rly Bd. Letter No. No. 99/RS(G)/779/2 dt.13-08-2015)

14. RATE, TAXES AND DUTIES

14.1. Tenderers should clearly indicate Basic Rate, Uncond. Discount, Packing, Forwarding, other charges if any, Freight, GST upto destination, applicable for each unit tendered during submission of financial bid on IREPS.

15. GOODS & SERVICES TAX (GST)

15.1. Tenders 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 and 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.

15.2. The successful tenderer, who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to railway immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

15.3. 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 bill under reverse charge mechanism RCM and deposit the same to the concerned authority.

15.4. It shall be responsibility of the bidders to quote correct HSN number and corresponding GST rate. The bidders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law.The bidders are required to indicate the rate of GST applicable for the tendered item in their bids separately in the 'Financial Offer Tab' provided in the IREPS System.

15.5. Where however, bidders quote different GST rates in offers, then following conditions shall be applicable.

(i) 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.

(ii) The Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

(iii) 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.

(iv) 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. v. 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 SVC.

15.6. The bidders while submitting their bids will be deemed to have given following declaration: -

> *"We hereby declare that in quoting the above price, we have taken into account the full effect of Input Tax Credit available under GST. We further agree to pass on any financial gain/benefit as may become available in future in respect of all the input tax credit on the date of supply by way of reduction in price and advise the purchaser accordingly. We also undertake that we are aware of the provisions of section 171 of the CGST Act and consequences thereof if we fail to comply with the same. b) We shall file GSTR-1 and GSTR-3B for transaction with Railways in due time preferably every month so that ITC benefit can be availed by Railway."*

15.7. 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 SVC.

15.8. Tenderers should note that as per directions of Hon'ble Supreme Court in the Civil Appeal No. 5294/2022 arising out of SLP(C) No. 4960 of 2021 in the case of Union of India Vs Bharat Forge Ltd., "*The tenderers in their bids shall indicate the details of their Jurisdictional Assessing Officers (Designation, address & email id). In case of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by Purchaser to the Jurisdictional Assessing Officer mentioned in the Tenderer's bid*.". It shall be the responsibility of the Tenderer to indicate the correct particulars of the Jurisdictional Assessing Officers.

15.9. **Tenders in which procuring authority has pre disclosed the HSN code**: Firms are supposed to quote GST rate applicable to HSN code mentioned in the tender. Firms who quote different rate (not applicable to HSN code mentioned in tender), their offer will be liable to be rejected.

16. STATUTORY VARIATION CLAUSE

16.1. Statutory Variation Clause: This clause is applicable in all tenders except if it is denied explicitly in the Terms & Conditions of NIT.

16.2. 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 of HSN by the supplier/ contractor.

16.3. Statutory Variation Clause is applicable on all statutory levies such as Duties, Taxes etc. during the Original Currency of Contract subject to production of documentary evidence.

17. PRICE VARIATION CLAUSE

17.1. Unless otherwise specified in Tender Schedule, Tenderers are advised to quote firm prices only. Offers of Tenderers quoting with PVC in such cases shall be summarily rejected.

17.2. However, wherever considered desirable by the purchaser, a Price Variation Clause may be incorporated in the Tender Schedule itself. In all such cases, where PVC formula and PVC base date/base rate has been incorporated in tender, the Tenderers are advised to submit their offers as per the PVC formula and Base Date/Base Rate incorporated in the tender document and offers received with fixed prices or with a different Price Variation formula or different base date/base rate shall be summarily rejected.

17.3. Tenderers who quote with PVC as stated in para above on account of escalation in price of raw materials may please note that such escalation claims will be subject to verification by the PFA with reference to the records that may be called for from them. Successful Tenderers will be required to produce complete records for verification/examination of their claims under price escalation before acceptance of such claim. If the tenderers fail to establish their claim by producing satisfactory records before the PFA/RWP, their claim will be disallowed and/or proportionately/suitably reduced.

18. ACCEPTANCE OF THE OFFERS

18.1. The PCMM RWP is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserve 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 accepted rate.

19. QUANTITY TO BE ORDERED

19.1. Railway reserves the right to cancel the tender for full or part quantity tendered without assigning any reason thereof. The rates quoted by the tenderers for the full quantity would be taken as valid.

19.2. Wherever necessary by the purchaser, the quantity to be ordered can be split by the purchaser 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 and past performance of the firms. Delivery Period may suitably be reduced in case part quantity is ordered.

20. SPLITTING OF TENDER QUANTITY

20.1. The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. The Zone of consideration of such eligible tenderers will be the right of the purchaser.

20.2. **Criteria for Splitting of Tender Quantity**

20.2.1 **Case of no prior decision to split the order**: -

a) Normally full order should be placed on L-1 firm. However, if after due processing, it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then this aspect should be recorded in TC minutes/acceptance in direct acceptance cases. The quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters.

i. Past Performance of bidders
ii. Capacity of bidders
iii. Delivery requirements in the tender.
iv. Quantity under procurement
v. Vital/safety nature of the items

b) In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para below.

20.2.2 **Case of pre-decided split ordering: -**

Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items. Following provisions shall be applicable in all such cases of pre-decided split ordering:-

i. 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.

ii. Whenever such splitting of the 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 order load for the Railway making the procurement, quoted delivery schedule vis-a-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**
Upto 3%	60: 40
More than 3% and upto 5%	65: 35
More than 5%	At least 65% on the L 1 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

a) 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.

b) When price negotiation has been called for, the reference L 1rate for assessment of ratio will be the original rate of L 1 firm (suitable for bulk quantity) as obtained at the time of tender opening.

iii. 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.

iv. For cases where the Rlys/PU had entered into ToT/JV agreements, the following clause will be applicable:
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 above shall apply with the exception that the aspect of 'per-se reasonability' will not be applicable.

v. 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.

vi. Once the rate of L-1 firm (whether original, negotiated or counter offered and subsequently accepted) is reasonable, the purchaser may (in case of splitting of quantities) simultaneously counter offer to L-2, L-3 etc (whose rates are not per-se reasonable), the rate of L1 firm. Such counter offer(s) to L2, L3 will not be deemed to be negotiation. In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/ proportion.

<<<End of section- II>>>

SECTION-III GENERAL TENDER CONDITIONS

1. ELIGIBILITY CRITERIA

1.1. Unless otherwise specified in Notice Inviting Tender (NIT), the following eligibility criteria will be applicable.

S.No.	Item Description	Eligibility Criteria
1.	Critical item list as per ***"ANNEXURE-D".***	(i) **OEM/Authorized agent Distributor**: - Only Manufacturers or their authorized agent/Distributors need to quote with tender specific authorization from the manufacturers, failing which offers will be summarily rejected without any further reference.
		(ii) **Regular/Bulk ordering:-** Tenderer should have **successfully supplied** the same item (with same or superior specification) to RWP/RWF against regular order during last three years from the date of tender opening. **OR** "Tenderer should have successfully supplied the same item (with same or superior specification) equal to or more than full tendered quantity against single order to "Erstwhile integrated steel plant having Electric Arc Furnace of 20 Ton or more capacity" in the last three years from the date of tender opening. Tenderer should submit the copy of **satisfactory performance** of the past supply against the said purchase order." **OR** "If the firm has successfully supplied two developmental orders (other than Local purchase) of same item to RWP/RWF in the last 3 years(from TOD), then the firm is eligible for getting bulk order provided Technical team/RWP is satisfied with quality & performance of past developmental orders". **Note: For this purpose tenderer should attach copy of Purchase order or contract and Inspection and proof of execution of contract (R. Note or CRN/CRC or CRAC etc.) along with bid.**
		(iii) **Developmental ordering:-** Wherever the regular sources are not adequate to meet RWP requirement or when RWP needs to develop more sources for competition or to bring in improvement in quality of stores, developmental orders may be considered for placement up to 20% (twenty percent) of the tendered/net procurable quantity (NPQ) either within or outside the requirement, on other/new sources subject to following:- a) Rates received from such new sources(s) are lower than those applicable to proven/regular source. b) Such offers are technically suitable. c) Credential of the these firms who have submitted adequate evidence towards their capacity cum capability, past performance etc. are satisfactory and RWP is satisfied for placing developmental order on them. The capacity cum capability claimed/exhibited in their offers submitted may be scrutinized by User department of RWP.

		d) Failure to furnish requisite credentials, details i.e. M&P, testing facility, technical Man power etc. will make their offers liable to be ignored.
2.	Items restricted to be purchased through centralized approving agencies viz. RDSO, CLW, ICF etc	These items will be procured with approved sources of centralized approving agencies.
3.	Items not directly related with production and value above Rs. 5 Lakh.	(i) Original manufacturers or their dealers. (ii) Railway reserves the right to place bulk orders on sources having proven satisfactory past performance of same/similar item. For this firm will enclose PO copies, R. Note copies, copies of inspection certificates etc along with offer failing which offers are liable to be ignored. Either (i) or (ii) or both above will be applicable as mentioned in NIT.
4.	Special Eligibility Criteria for procurement of Stock items except developmental Tenders.	In case of **Proven/Regular** Suppliers of RWP do not respond in the Tender or performance of RWP suppliers are not satisfactory/Cartel/formation is suspected/exorbitant rates are quoted by **past proven/regular suppliers** of RWP, then untried/new sources/RWP experienced sources for similar items can be considered for regular order for full quantity or part quantity where prima-facie, RWP feel satisfied about their capability to supply tendered items based on the information submitted by the Tenders along with the offer, otherwise RWP reserves the right to re-tender the tender finally depending upon the merit of the subject Tender.
5.	Items value below Rs.5 Lakh other than S.No. 1 to 4 of para above.	a) This item will be procured from original manufacturer/Authorized dealer or on authorization of original manufacturer/their dealer or firms having proven satisfactory past performance of same/similar item. Documents related to OEM, dealership certificate, authorization proof of OEM/their dealer, past performance like PO, R. Note, and CRC/CRN Copies etc will be uploaded along with their offer; otherwise offer will be summarily rejected. b) Purchase proof from original manufacturer/Dealer is to be submitted at the time of supply.

1.2. Developmental orders upto 20% of NPQ for item S.No. 3 (Items not directly related with production and value above Rs. 5 Lakh) of above may also be considered where the rates received from new sources are lower than those applicable to approved sources/bulk order and where new source are having potential for supply of quality material and are having infrastructure of plant and machinery and testing equipment etc.

1.3. Any Eligibility Criteria mentioned in Notice Inviting Tender (NIT) will also be applicable.

1.4. Tenderer shall attach the required documents in PDF format to establish the above eligibility criteria in requisite tab of "**special eligibility criteria section in NIT**" during submission of bid, otherwise offer will be ignored.

1.5. The above guidelines will not be applicable for developmental tenders specially floated for developing new vendors.

1.6. In case tenderer participates as an authorized agent, then the performance as required above shall be that of Principal, authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal, but this will not be considered as performance for placing bulk order in case of change of Principal.

1.7. In case the Tenderers do not submit the performance details as required as per eligibility criteria with their offer, the tender will be decided on the basis of their past supply performance of RWP/RWF as available, if any.

1.8. Where a manufacturer authorizes an agent/Distributors to quote against a specific tender, he shall give an undertaking to the following effect: -

i Inspection by TPI at the manufacturing premises of the relevant manufacturer. TPI 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 ware house/go-down/ Shop of the dealer.

ii Direct dispatch from the premises of the manufacturer to the Railways consignee after inspection and acceptance by TPI.

iii Submission of manufacturer's Test and Guarantee Certificate with each lot of supplies.

iv Manufacture shall take full responsibility for the quality of the product supplied including warranty obligations.

v The authorized agents/distributors price will not exceed that which the manufacturer would have quoted.

vi One Agent cannot represent two Suppliers or quote on their behalf in a Particular tender.

1.9. **PROCUREMENT OF ITEMS RESERVED TO BE PROCURED FROM APPROVED SOURCES:**

(i) In case the tenderer is approved by RDSO/BLW/CLW/ICF/CORE/RCF/MCF etc., status of approval will be verified from Vendor directory as available on UVAM portal only.

(ii) Sources approved by Source Approving Authority (RDSO/BLW/CLW/ICF/CORE/RCF/MCF etc.): The Railway reserves the right to order bulk quantity on the approved sources, and the offers of unapproved sources may be considered only for developmental order of small quantity. The status of approval of tenderer shall be reckoned as on the date of tender opening and not thereafter, unless it is a case of downgrading/removal/suspension/banning. Minimum 80% of Net Procurable quantity shall be ordered on approved vendors.

(iii) (a) "If the tendering firm(s) has been placed as developmental source in vendor directory, then offers from these firms may be considered for developmental order upto maximum of 20% of the Net Procurable Qty."

(b) However, if the firm's approval is conditional and is linked with Prototype approval, Field Trials, Type Test etc., the firm's offer may be considered for Max. 5% of Net Procurable Quantity (in aggregate) unless otherwise specified in tender.

(iv) Even if, the tendering firm(s) is not approved by Source Approving Authority, then such untried/unapproved vendors must submit their credential details i.e. Machinery and plant, testing facilities, QAP, Technical Manpower, etc. as an attachment to their e-bid. Offers from these firms may be considered for developmental order up to a maximum of 5 % of the net procurable quantity about whom Railway is prima facie satisfied that they are capable of executing the order and only after confirmation of their capacities/capabilities by Source Approving Authority. Failure to furnish and attach such requisite credentials as mentioned above will make their offer liable to be ignored.

(v) "Where there are not more than three Indian Suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided splitting criteria. Such orders shall be treated as bulk orders."

2. PURCHASE/PRICE PREFERENCE CLAUSE:-

2.1. The purchaser reserves the option to give a purchase/price preference to the offers from Public Sector units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Govt. of India from time-to-time. The price preference above cannot however, be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness.

3. PURCHASE PREFERENCE AND OTHER BENEFITS TO MICRO AND SMALL ENTERPRISES MSE

3.1. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. MSEs, who are interested to avail the benefits, will enclose with theiroffer a copy of UDYAM Registration Certificate only. MSE benefits will not be admissible based on any other document. However, traders/dealers/agents will not be eligible for such benefits.

3.2. Further, as per Rly. Bd.'s letter Dtd. 03.11.22, in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro

or small or medium) it was in before the reclassification, for a period of three years from the date of such upward change. All MSEs shall be eligible for benefits of public procurement policy irrespective of product category under which MSEs are registered.

3.3. The benefits of Public Procurement Policy should be given to all eligible MSEs irrespective of relevance of product Category. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.

3.4. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE can together be ordered upto 25% value out of net procurable quantity.

3.5. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price).However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.

4. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA):-

4.1. Provisions for procurement under Public procurement (Preference to make in India) policy Following provisions will be applicable for items to be procured under Public Procurement (Preference to Make in India) order 2017 dt.15.6.2017 and revision thereof. **(As per *ANNEXURE-E*).**

5. TIME PREFERENCE ORDERS/ACCEPTANCE OF HIGHER TENDER FOR EARLIER DELIVERY:-

5.1. If a contract is placed on a higher tenderer as a result of the invitation to tender in preference to a lower acceptable offer, in consideration of offer for earlier delivery, the contractor will be liable to pay to the Govt. the difference between the contract rate and that 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 the supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition to and without prejudice to other rights under the terms of contract.

6. PAYMENT TERMS: -

6.1. Unless otherwise agreed upon, 100% payment shall be made after receipt and acceptance of stores by the consignee. Payment will be made against e-Bills. Digitally signed e-Bills should be submitted through IREPS for claiming payment against supplies.

6.2. For dispatch by Road or dispatch by Rail on FOR destination basis, payment upto 95% for the goods or each consignment thereof will be made to the only reputed and of sound financial standing firms against proof of inspection certificate issued by nominated inspection agency and receipted delivery challan certified by the Gazetted officer at consignee's end, The purchaser's decision as to whether a tenderer is of repute and of sound financial standing will be final. The

balance 5% payment shall be made after receipt and acceptance of the material by the consignee at its end.

6.3. Payment terms mentioned in Notice inviting tender (NIT) will be final.

6.4. **Payment against Time-Barred Claims:** As per IRS condition of Contract, All claims against the Purchaser shall be legally time-barred after 3 years calculated from the data when the payment falls due unless the payment claim has been under correspondence. The Purchaser is entitled to, and it shall be lawful for it to reject such claims.

7. MODE OF PAYMENT:-

7.1. **Through RTGS/NEFT:** Supplier may select an option mode of payment through RTGS/NEFT at the time of submission of Bids. The bank details will be picked from supplier's profile. Supplier can change the bank details through Add/Edit Bank Accounts details link in my profile section on home page of IREPS, the same Bank details will be fetched in Purchase order for contractual payment.

7.2. **Through Letter of Credit (LC) as option in Supply Contracts:-**Supplier may take Payment through Letter of Credit for Domestic Supplies (including all service and maintenance contracts) tenders, this would be subject to the following:-

a. All Tenders invited by Zonal Railways and Production Units, having estimated value of Rs.10 lakhs and above, shall have an option for the supplier/contractor to take payment for Railways through Letter of credit (LC) arrangement.

b. The LC will be sight LC.

c. The bidder, at the time of bidding itself, shall exercise an option, in favour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.

d. Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.

e. The incidental cost @ 0.023% of LC value, towards issue of LC and operation thereof shall be borne by the supplier/contractor and shall be recovered from their bills.

f. State Bank of India through its branches shall be the Banker for Railways for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of these contracts.

g. The schedule of payment liability arising in the contract shall be established by the Railways based on the prescribed delivery schedule/stages of supply.

h. The acceptable, agreed upon document for payments to be released under the LC so opened, shall be a Document of Authorization.

i. The supplier/contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/contract to claim the authorized amount from their Banker.

j. Accounts officer responsible for passing the claim will issue the Document of Authorization.

k. The supplier/contractor shall take print out of the Document of Authorization available on IREPS portal and present his claim to his banker (advising bank) for necessary payments as per LC terms and condition. The claim shall comprise LC Document of Authorization, bill of exchange and Invoice.

l. The bank shall also recover any amount as may be advised by railway against the contractor/supplier.

m. The Contractor/Vendor shall indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor/Vendor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by Contractor/Vendor.

8. ITEMS RESERVED FOR MSEs/KVIC/ACASH ETC.:-

8.1. If and as mentioned in the eligibility criterion in tender for the item(s) which are reserved for procurement from MSEs or Khadi Village Industries Corporation (KVIC)/ACASH etc. the purchaser reserves the right to procure the entire quantity from such vendors for that item. MSE who are interested in availing themselves of these benefits will enclose with their offer valid UDYAM registration certificate issued by Ministry of Micro, Small and Medium Enterprises (MSME), failing which the offer is liable to be ignored.

8.2. In case no suitable offer is received from such vendors for this item, Railway reserves the right to procure these item(s) from other firms.

9. FORCE MAJEURE CLAUSE

9.1. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, revolutions, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God, the contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. However, it should not be used by a party to escape liability for bad performance. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.2. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 days, either party may by giving 14 days notice to the contractor in writing, at its option terminate the contract without any financial repercussion on either side. In case of such termination, no damage shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

9.3. Purchaser will also be entitled to take recourse under Force Majeure should such conditions arise.

10. OPTION CLAUSE:-

10.1. Unless otherwise specified in the tender document, the purchaser shall be entitled to increase the order quantity by (+) 30% at the same price, terms & conditions anytime within the delivery period (including extended delivery period). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer.

10.2. Operation of the option clause can be exercised any time within delivery period by giving reasonable notice to the firm to supply the enhanced quantity. It may be noted that for invocation of the option clause, validity of the contract will be considered upto the contractual delivery period even though the supplies have been completed in advance.

10.3. **'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.

10.4. 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.

10.5. 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.

10.6. The provision of + (Plus) 30% option clause is applicable for tender wherever specifically mentioned in the tender as a Special condition for procurements of materials of which the requirements are of continuing nature.

11. INSPECTION:-

11.1. The inspection of stores before dispatch will be conducted by the agency nominated by the purchaser viz. Third Party Inspection (TPI) Agency or the representative of the RWP at the manufacturer's premises (change of inspection place to warehouse or godown is not desirable) and/or on receipt of the stores at the destination by the Consignee.

11.2. A detailed instruction regarding Third Party Inspection (TPI) Agency is available at ***"ANNEXURE-F"***on the subject**-"Special condition on Third Party Inspection (TPI) agency".**

11.3. Tenderers are required to confirm acceptance of the Inspection Clause mentioned in the tender document, and non-acceptance of the same shall render the offer liable to be ignored.

11.4. In the event any issue related to inspection such as non-availability of drawings/specifications/tests or inspection test plan etc. requires clarifications or there is a

disagreement between the TPI Agency and the Vendor, the TPI Agency shall refer such matters to the Procuring Entity. The Procuring Entity shall clarify the issue to the TPI Agency. In order to sort out the issue, the Procuring Entity as deemed necessary may call meeting with TPI Agency, the user department representative and/or the Vendor. The clarification on the matter under reference shall be conveyed by the Procuring Entity to the TPI Agency and Vendor. The decision of the Procuring Entity shall be final and binding.

11.5. **Requirement of BIS Certification for raw Materials:** If the specification of material used to manufacture the tendered item comes under the mandatory certification of BIS, (the details of mandatory certification are indicated on the Bureau of Indian standards (BIS) website-www.bis.org.in under "Product Certification"_ Mandatory Certification" the firm will ensure the purchase of material from the sources which are having BIS License and with ISI mark. The necessary related documents will be required to be submitted by the firm if the same is asked for by inspecting agency or any third party. The firm will produce the trail of documents and test certificates to show that the said item has been sourced from BIS license and with ISI mark. This will be applicable to individual item and/or a part in the assembly/Fabricated item. ISI stamp should be demonstrated by the vendor/supplier/Contractor on the item or its salvage, which should be available in vendor's Premises.

12. TERMS OF DELIVERY

12.1. Mode of dispatch should be preferably by road at consignee's end.

12.2. Tenderers are required to clearly indicate the freight charges in the relevant field in the 'Financial Offer Tab'. The freight charges to be paid shall in no case exceed the freight charges quoted by the tenderer in the relevant field in the 'Financial Offer Tab'.

12.3. In case an offer is submitted on 'FOR-Station of despatch' basis, 'FOR- Ex-Works' basis or 'FOR- Ex- Godown basis' and 'Nil' freight charges are quoted by the tenderer in the relevant field on the 'Financial Offer Tab', the supplier shall agree to despatch the stores by rail/road on free delivery to consignee. No freight charges shall be payable in such cases.

12.4. The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores contracted for are received by the consignee in good condition at destination.

12.5. No goods shall be deliverable to consignee's depots on Sundays and public holidays or beyond normal office hours without the written permission of the consignee.

12.6. 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 purchase reserves its rights to reject expired or products with less than such specified life as per IRS conditions of Contract.

12.7. Tenderer is advised to generate "e-Dispatch Note" through IREPS while dispatching the materials to consignee.

13. DELIVERY SCHEDULE:-

13.1. The tenderers should quote the delivery period/delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date and time so specified. The attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the IRS Conditions of Contract, which shall govern the contract.

13.2. The delivery period and delivery schedule as per RWP's requirement are indicated in the respective fields in the electronic tender. Tenderers are advised to adhere to the delivery period/delivery schedule stipulated in the tender, as deviation from the same may render their offer liable to be ignored. Tenderers should invariably quote firm delivery period in their quotation. If the quoted delivery period spreads over several months, the date of commencement, monthly rate of delivery and the date of completion of delivery must be indicated clearly.

13.3. No transit time shall be allowed beyond the delivery date stipulated in the contract.

13.4. It should be noted that if a contract is placed on a higher tenderer as a result of invitation of tender, in preference to the lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay to the Purchaser the difference between the contract rate and of the lowest acceptable offer on the basis of final price F.O.R destination including all elements of freight, GST 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 rights available to the purchaser under the terms of contract.

14. WARRANTY/GUARANTEE:-

14.1. The Contractors shall warrant that everything to be furnished to the purchaser under this contract shall be of the highest grade, free of all defects and faults in design, material, workmanship and manufacture, and shall be consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

14.2. 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. If a longer/shorter period of warranty/guarantee is specified in Notice Inviting Tender (NIT), same shall be applicable instead of period specified in this clause.

14.3. Suppliers are advised to ensure that the materials are invariably stamped with manufacturer's name, month and year of manufacture as may be detailed in Drawing/Specification of material, so that Warranty shall be correctly acted upon.

15. REJECTION OF MATERIAL:-

15.1. Materials peculiar to railways such as parts and fittings of rolling stock except raw materials, which have been rejected during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such rejected materials, and to avoid ultimate failures of assets. All such rejected materials peculiar to railways should be mechanically defaced to prevent sale to railways again.

15.2. **Handling of Rejection cases by Consignees:-**

A. Pre-inspected material rejected by consignee at the time of receipt

i. **Rejection Advice:** In case of rejection of pre-inspected goods at consignee end, the material rejection advice/ rejection memo should be sent by consignee to all concerned i.e. Firm, Purchaser, Pre-inspecting agency, paying authority as per 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 should note the rejection advice details in the recovery register for effecting recovery of payments made, as the case may be.

iii. **Joint Inspection** : Joint inspection of rejected material will be held with pre-inspecting agency and firm. In case of failure of either of the two parties to associate with joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party (ies) attends 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 charges 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 the component can be accepted based on firm's internal inspection certificate and final inspection by consignee.

B. Handling of Warranty Rejection

Materials are rejected under warranty in the following situations:

i. Material rejected was issued to the user (shop/shed etc) from its attached Stores Depot or attached User Depot (both Stock & Non-stock).

ii. Material rejected was received from a PU or a Stores Depot or a User Depot which is not the attached depot of the end user including that received directly through centralized procurement (both Stock & Non-stock).

iii. Material was rejected in the field and was fitted at some other Workshop/Shed/Depot. Material either received or fitted through Supply Contract, Works Contract or Service Contract or any other type of contracts (both Stock & Non-stock).

iv. Failure of components of Rolling Stocks received from Railway PUs/ PSUs/ Workshops/ Private Manufacturers.

v. The Detailed Methodology of handling these rejections will be as given at ***"ANNEXURE-G"***on the Subject- **'Handling of Warranty Rejections'**.

16. MARKING OF STORE:-

16.1. Marking of stores has been mandated in IRS Condition of Contract, which must be ensured.

16.2. Unless otherwise specified in the drawing/specification of tender, Contractor/Manufacturer must inscribe/ engrave/ screen-print/ emboss manufacturer's name,

lot/batch number, serial number, month and year of manufacture (in MM/YY format)on item supplied to Rail Wheel Plant, Bela. If possible, Railways purchase order number and date, consignee code, supplier's IREPS vendor code and warranty period in number of months may also be included to have complete traceability.

16.3. The location of these identification marks should be such that they do not affect the functional utility and structural stability of the components/materials, and also do not get obliterated on wear and tear. For very small items where marking on individual item is not possible, the vendor will arrange to print Manufacturer's name/identification marks as well as month and year of manufacture on standard packing, after obtaining specific approval from the purchaser in each case. The decision of the purchaser on whether such approval is to be granted or not shall be final and binding.

17. CARTEL FORMATION:-

17.1. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons whatsoever.

17.2. 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.

17.3. Firms are required to quote for a quantity not less than 50% of the total tendered quantity for consideration of eligibility for regular ordering, and quantity not less than 10% of the total tendered quantity for consideration of eligibility for developmental ordering, as per the eligibility requirement of the tender. Offers for quantity less than 50% of total tendered quantity from vendors eligible for regular ordering and offers for quantity less than 10% of total tendered quantity from vendors eligible for developmental ordering will be considered unresponsive and will be summarily rejected. This condition will not be applicable if part quantity bidding is permitted in NIT. This however will be without any prejudice to Railway's right to distribute the tendered quantity & place order on one or more firms

17.4. Firms who quote in cartel be warned that their names are likely to be deleted from list of approved sources.

18. RAW MATERIAL, MACHINERY AND PLANT:

18.1. The responsibility for procurement of all the required inputs/raw materials/machinery/Plants for the manufacture of tendered item shall be the sole responsibility of the supplier.

19. SHARING LAND BORDER WITH INDIA CLAUSE:

19.1. 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 Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

19.2. "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 hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means:

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

19.3. The beneficial owner for the purpose of sub- para (d) above will be as under:

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

19.5. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

19.6. "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;

19.7. 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;

19.8. 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;

19.9. Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

19.10. 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.

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

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

19.13. Bidders will submit the certificate for Compliance as per ANNEXURE-H of this document along-with their Bid/Offer.

19.14. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid. Wherever applicable, evidence of valid registration by the Competent Authority shall be attached /uploaded along with the bid/offer.

19.15. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.

<<<End of section III>>>

SECTION- IV: SPECIAL CONDITIONS FOR PROCUREMENT OF M&P ITEMS

1. ELEMENT OF FREIGHT FOR INDIGENOUS PURCHASE:

1.1. In case where the consignees are more (say more than 4 or so). Tenderers are required to quote for the FOR station of dispatch prices with an average freight for all consignees, which will be added to FOR station for dispatch price to get FOR destination prices.

1.2. In case where the consignees are four or less, Tenderers are required to quote FOR station of dispatch prices with actual freight for each Individual consignee, which will be added to FOR Station of dispatch price to get FOR station of dispatch price to get FOR destination prices for each individual consignee.

2. TIMELY COMMISSIONING OF M&P

2.1. In the event of contractor's failure to have M&P commissioned by the time or times respectively specified in the letter of acceptance or contract, purchaser may withhold, deduct or recover from the contractor as penalty, a sum @ 2% (two percent) of the price of M&P which the contractor has failed to commission as aforesaid for each and every month (part of a month being treated as a full month) during which the M&P may not have been commissioned, subject to an upper limit of 10% (ten percent) of contract value.

3. WARRANTY

3.1. Warranty period for M&P will be 24 (Twenty four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (Two) weeks will be allowed for attending and rectification of faults during the warranty period.

3.2. Maximum down time during the warranty period will be 2% (Two percent) for on-the-line M&P and 10% (Ten percent) for off line M&P calculated on quarterly basis.

3.3. A penalty of 0.5% (Zero pint 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.

3.4. 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 of the bad performance of firm during the warranty period, the same should be recorded and circulated to all Railways. The same should be given due regard in deciding future orders on the firm and when evidence to the contrary is not available; the firm's offer may be even rejected.

3.5. The validity of the Warranty/Bank Guarantee should be 6 months beyond the warranty period i.e. 30 months from the date of commissioning.

4. TRAINING

4.1. The contractor during commissioning of the equipment will also train Railway Staff in operation and maintenance of equipment supplied free of cost.

5. MAINTENANCE MANUAL AND SPARE PARTS:

5.1. Contractor is required to supply 2 copies of operation and Maintenance Manual and lists of Spare Parts along with the equipment.

6. PAYMENT TERMS:

6.1. 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 on proof of inspection certificate and receipted 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, value as warrantee security valid for six months beyond warrantee period.

7. INSPECTION:

7.1. Inspection of the M&P items will be carried out by TPI or any agency as specified in the contract, including stage inspection wherever specified in the contract/specification.

8. INSURANCE:

8.1. Insurance upto ultimate consignee's place shall be supplier's responsibility.

9. SUBMISSION OF PERFORMANCE/WARRANTY BANK GUARANTEE:

9.1. For machinery and Plant items, costly equipment, and capital Spares, the contractor will have to furnish a Performance/warranty Bank Guarantee As per ***"ANNEXURE-I"*** of 10% of the contract value to cover their warranty obligations under the contract, valid for warranty period plus 6 (six) months claim period. This will be returned after completion of warranty period and submission of AMC BG if required.

10. ANNUAL MAINTENANCE CONTRACT:

10.1. If specified in the NIT, the contractor shall be required to take CAMC of the entire machine supplied under the scope of contract.The contractor must provide CAMC services at the consignee location without any precondition.Tenderers are required to quote for post Warranty Comprehensive Annual Maintenance Contract (CAMC) for a period of five years after expiry of the warranty period of the M&P along with their offers. The scope of CAMC will include preventive and break down 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.All consumables spares and materials shall form a part of the scope of CAMC excluding Diesel/Fuel, lubricating oils or coolant

10.2. The AMC payment terms will be linked to the performance parameters viz., maximum downtime and maximum response time as also penalties for failure to adhere to the same. The

maximum downtime and maximum response time and also penalties for failure to adhere to the above are specified in the technical specification.

10.3. 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 purpose of comparative evaluation of offer. In order to equitable 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.

10.4. NPV is the present value of rate quoted (of AMC charges) for prospective period (year number after the warranty period): i.e. the maintenance charges quoted for future years(s) and therefore, these charges are to be discounted to arrive at their present value. Hence NPV is calculated backwards as per formula of compound interest: NPV=AMC/ $[(1+D/100)^n]$, where (D) denotes discounting rate and (n) denotes No. of years after warranty.

The example of one such calculation is given as under.

Period	**Code**		**Example**	
Warranty Period (years)	W		2	
AMC Period (years)	AY		5	
Discounting rate (%)	D		10	
Year (after W)	AMC	AMC quoted (Rs.)	Factor for NPV	NPV (Rs.)
1= W+1 (3rd year)	A1	100	$1/(1.1)^3 = 0.751$	75.10
2= W+2 (4th year)	A2	100	$1/(1.1)^4 = 0.683$	68.30
3= W+3 (5th year)	A3	100	$1/(1.1)^5 = 0.621$	62.10
4= W+4 (6th year)	A4	100	$1/(1.1)^6 = 0.564$	56.40
5= W+5 (7th year)	A5	100	$1/(1.1)^7 = 0.513$	51.30
Total	**A**			**313.20**

10.5. The post AMC maintenance of machines will be dealt with by the end users. No further agreement is required for operating CAMC at consignee end.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.

10.6. For CAMC, a Bank Guarantee (BG) as per **Annexure 'J'** equivalent to 5% of the combined quoted cost of equipment including accessories, shall be deposited by the contractor to the consignee, 90 days before the expiry of warranty. BG will have the validity of 5 years and 6 months. In case, the contractor fails to provide AMC services successfully, the AMC BG will be forfeited; this will be in addition to penalty.The consignee shall indicate the bill payment authority & custodian of the CAMC BG.

10.7. Tenderers, who are OEM, must give undertaking for supply for 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.

10.8. The details of preventive maintenance services to be provided under CAMC shall be provided by the tenderer in the following format.

S.No.	Type of Preventive Schedule	Periodicity	Items to be checked	Items of Replacement	Expected Plant Down Time

10.9. Preventive maintenance shall preferably be conducted on weekends through mutual agreement with the consignee. Each preventive maintenance schedule normally shall not exceed one day (24 hours). The preventive maintenance regime offered must be aimed at achieving minimum 95% uptime of the plant excluding the plant down time for preventive maintenance schedules.

10.10. The tenderer shall ensure that in case a failure is reported by a consignee, qualified service engineer(s) of the contractor shall visit the site within the prescribed response time from the date and time of complaint for the machine. This response time shall be 48 hours for upto only one case per quarter during the period of CAMC & Nil thereafter. 48 hours response time shall be permitted only if 2 successive failures are staggered 3 months apart. Complaints shall be lodged by consignee by fax, e-mail, WhatsApp or per bearer at communication given by the tenderer. The responsibility to keep the failure reporting address details current will rest with the tenderer.

10.11. Incase preventive maintenance is carried out along with breakdown maintenance schedule; preventive maintenance time will be deducted from breakdown time of the plant.

10.12. **Penalty Clause:** Penalty shall be levied on the contractor for maintaining up time below the limit of 95% calculated on working days basis, after discounting for response time and preventive maintenance period. Penalty shall be calculated as %age of quarterly payment and will be deducted from the respective quarterly payments. Penalty calculation will be done over quarterly payment period.

S.No	**Availability Slab**	**Applicable Penalty**
1	95% and above	
2	Below 95%	2.5% for every 1% (or part thereof) reduction in availability of plant below 95%.

10.13. Up time of less than 75% for two consecutive quarters will constitute complete failure of contractor to provide the CAMC services successfully and will result in forfeiture of CAMC BG, besides other action like noting adverse performance of the bidder and/or agent for future tenders and their offer in the subsequent tenders will not be considered for placement of any order for next 02 years. This will be in addition to penalty Clause above for the period of actual performance.

10.14. Since CAMC is part of evaluation of offer, it is the sole responsibility of contractor to stock all spares and materials as required for smoother execution of CAMC in order to achieve up time in compliance to plant availability as per stipulated requirements.

10.15. In case of damage on account of any external factor, viz., floods, earthquake, fire, arson or sabotage, it shall be the responsibility of the Railways for restoration of the plant to the earlier

working order prior to the external factor and the entire cost for repair of the plant shall be borne by the railways.

10.16. In case of damage to the plant as mentioned in above para, any spare parts and material necessary to restore the plant to proper working order shall be arranged by the contractor and charged on actual basis duly certified by authorized railway official in the next quarterly bills. The rates charged for such spare parts shall be based upon the spare part rate list provided by tenderer and supported by necessary documents.

10.17. In all cases of failure, except as mentioned in para 4.15, any other spare part or material necessary to restore the plant to proper working order will be arranged by the contractor as a part of CAMC.

10.18. Normally quarterly payment (@ 1/4th of the annual quoted rates) under CAMC will be made to the contractor within 30 days from the end of that quarter subject to submission of the following documents by the contractor to the paying authority assigned by the consignee:

a. Consignee's certificate for work done as per Annexure-G of Section-VI with calculation of down time and penalty applicable.

b. A certificate by consignee that no spare part is due with the contractor as per clause above.

c. Bills submitted by the contractor & accepted by consignee.

d. Attested photocopy of the CAMC BG.

10.19. In case of failure of the contractor to provide CAMC services as defined above paras, the CAMC BG shall be forfeited with levy of other penalties as applicable under advice to the contractor regarding termination of CAMC.

<<<End of section IV>>>

SECTION-V: ANNEXURES

ANNEXURE-A: MODEL FORM OF BANK GUARANTEE BOND FOR SUBMISSION OF SECURITY DEPOSIT

(Reference: Clause 5.15 of Section-I)

(N.B: Bank Guarantees (BGs) to be submitted by the suppliers/contractors should be sent directly to this office by the issuing Bank under registered post with AD)

To:

The President of India
Acting through FA&CAO
Rail Wheel Plant/Bela.

GUARANTEE BOND

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.---------/-

(Rupees----------only) 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.

We ---------- (Indicate the name of the bank) do hereby 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. ---------

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.

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.

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.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

We ---------- (Indicate the name of the 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)
(Bank's common seal)

ANNEXURE-B: FORMAT FOR MANUFACTURING CAPABILITY OF BIDDERS

(Reference: Clause 11.6 of Section-I)

<table>
<tr><td colspan="7">The information should be relevant to the manufacture and supply of tendered item only</td></tr>
<tr><td>1.</td><td colspan="4">Name & full address of the bidder/vendor</td><td colspan="2"></td></tr>
<tr><td>2.</td><td colspan="4">Telephone (Landline, Mobile/fax) of Office/Factory/Works)</td><td colspan="2"></td></tr>
<tr><td>3.</td><td colspan="4">E-mail address.</td><td colspan="2"></td></tr>
<tr><td>4.</td><td colspan="4">Address of the manufacturing factory/works</td><td colspan="2"></td></tr>
<tr><td>5.</td><td colspan="4">Details of factory /industry license</td><td colspan="2"></td></tr>
<tr><td rowspan="2">6.</td><td colspan="6">Details of plant & machinery.</td></tr>
<tr><td>SN</td><td>Name of machine</td><td colspan="2">Make/Capacity Installed on</td><td>Purpose</td><td>Working status</td></tr>
<tr><td rowspan="2">7.</td><td colspan="6">Details of Testing instruments & quality control facilities</td></tr>
<tr><td>SN</td><td>Name of instrument/facility</td><td colspan="2">Make/Range</td><td>Purpose</td><td>Working status</td></tr>
<tr><td rowspan="2">8.</td><td colspan="6">Details of Manpower</td></tr>
<tr><td colspan="2">Details of technical supervisory staff-in-charge of production and quality control</td><td>Skilled labour employed</td><td>Unskilled labour employed</td><td colspan="2">Maximum no. of workers(skilled & skilled) employed on any day during the 18 months preceding the date of application</td></tr>
<tr><td>9.</td><td colspan="4">Details of the process of manufacture in the factory in brief.</td><td colspan="2"></td></tr>
<tr><td>10.</td><td colspan="4">Details of Raw Materials held.</td><td colspan="2"></td></tr>
<tr><td rowspan="2">11.</td><td colspan="4" rowspan="2">Monthly Production capacity for tendered item</td><td colspan="2">Normal:-</td></tr>
<tr><td colspan="2">Maximum:-</td></tr>
<tr><td>12.</td><td colspan="4">Registration and approval documents (Railways, MSE, NSIC, ISO, etc) : attach copy of current and valid certificates</td><td colspan="2"></td></tr>
<tr><td colspan="7">(Name & Signature of the bidder with stamp)</td></tr>
</table>

ANNEXURE-C :Guidelines for e-Reverse Auction Tenders

(Reference: Clause 12.3 of Section-I)

Conduct and reporting of reverse auction shall be as per following Paras:

1. Offers not complying with essential technical and commercial requirements of the tender shall be declared as ineligible for award of contract.

2. Technical and commercial evaluation of bids shall be done by a tender committee, as per extant guidelines, delegation and the estimated value of tender. Recommendations of tender committee shall be considered by tender accepting authority, as per existing guidelines.

3. (a) Financial bid: Financial bid shall comprise of final price offer obtained through reverse auction. Following conditions and procedure shall be followed in selection of bidders for conduct of reverse auction.

   Selection of vendors for reverse auction for award of contract in bulk ordering in stores Tenders:

Number of tenders qualified for award of contract/bulk order	**Number of tenderers to be selected for reverse auction**	**Remarks**
<3	Nil*	The bids disallowed from participating in the reverse auction 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/award of contract (rounded off to next higher integer).	

(i) 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).

(ii) In case of stores tender selection of vendors for Reverse Auction for developmental ordering offers qualified for Developmental 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.

(iii) MSE criteria: All MSEs (Micro and Small Enterprises) found Qualified for Bulk/Developmental Orders/Award of Contract but could not be selected for Revere Auction as per criteria stipulate in Para 3(a) and 3 (a) Note (ii) 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 in Para 3(a) and 3 (a) Note (ii) 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.

(iv) 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 in para 3(a) and 3 (a) Note (ii) 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.

3. (b) During reverse auction process, bidders shall not be allowed to bid a rate higher than the lowest initial price offer.

4. 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. 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. Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be intimated on website about the status of reverse auction i.e. when the auction will start/ had started, whether the auction is live or whether the auction has closed.

5. 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 the bidders which were eliminated from Reverse Auction in terms of Para 3(a) above 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.

6. (a) Two packet single stage system of tendering through e-R.A will be followed normally for
tenders above Rs.5 Crore.

(b) MSME criteria of considering offers from MSEs quoting within L-1 + 15% for 25% of NPQ is to be followed for all goods and services tenders.

(c) Make in India preference order is to be followed for all goods, services and works tenders
Wherever applicable as per guidelines.

(d) Withdrawal of L-1 offer: In case of withdrawal of offer of L-1 bidder, the tender need not
Necessarily be discharged in case of tenders for procurement of goods and services.

7. **Procedure for conduct and Reporting of R.A.**

(i) Convener of the tender committee shall fix the following on case to case basis, depending upon the nature of item/work/service and complexity of case on hand. These shall be indicated in the tender for e-RA itself.

(a) Initial e-RA period: this shall be the initial time interval for e-RA, e-RA shall be open for this duration.

(b) 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.

(c) Minimum decrement in percentage of value of the last successful bid.

(ii) Date and time for start of e-RA shall be communicated to qualified tenderers by the convener after evaluation of the technical bids.

(iii) After submission of initial price bid, tenderers will not be allowed to revise the taxes and other levies.

(iv) During auction period, identities of the participating tenderers will be kept hidden.

(v) Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest initial price bid of the tenderer eligible for award of contract.

(vi) After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to railways and participating tenders.

(vii) Railway users can also view the bidding history in chronological order.

(viii) Bidders not are allowed to withdraw their last offer.

(ix) L-1 will be defined as the lowest bid obtained after the closure of RA session for goods, works and services tenders.

ANNEXURE-D : Critical item list

(Reference: Clause 1.1 of Section-III)

SN	PL Number	Description
1.	**84114769**	Asbestos Gasket
2.	**84902220**	Clay Graphite Stopper
3.	**84908300**	Ceramic Pouring Tube
4.	**81908301**	Fused Silica Powder
5.	**81032262**	HexamathyleneTetramine
6.	**81901203**	Holding Casting
7.	**41077738**	Ladle Insulation Material
8.	**81909408**	P. F. Resin
9.	**81909366**	Parting Ring Item No. 2
10.	**81908052**	Glaze for pouring Tube
11.	**84116500**	Garlok Pouring Tube Gasket
12.	**81039189**	Silicon Parting Compound
13.	**81908064**	Air Setting Mortar
14.	**81908106**	Silica Sand 45 AFS
15.	**81908118**	Silica Sand 100 AFS
16.	**84902231**	Stopper Pipe
17.	**64003000**	Silicon Cord O Ring
18.	**70050065**	Grinding Wheel
19.	**64280469**	Stamping Punch
20.	**81907333**	Veegum Granules
21.	**70237979**	Grinding Wheel
22.	**81908337**	Graphite Mould Blank
23.	**81908222**	Graphite Mould Blank
24.	**81039220**	Taper Ingate Sleeve (B-21)
25.	**81039270**	Taper Ingate Sleeve (B-19)
26.	**81039281**	Taper Ingate Sleeve (B-17)
27.	**81039293**	Taper Ingate Sleeve (B-14)
28.	**81039268**	Taper Ingate Sleeve (D-21)
29.	**81039256**	Taper Ingate Sleeve (D-19)
30.	**81039232**	Taper Ingate Sleeve (D-17)
31.	**81039244**	Taper Ingate Sleeve (D-14)
32.	**81909391**	Modified Stopper Retaining Spider Ring
33.	**81909380**	Ingate Retaining Ring
34.	**72213747**	Item No-07, Insert 5.15 mm thick
35.	**81908040**	CarboxyMethyal Cellulose
36.	**72110077**	Grinding wheel with inserted nut
37.	**67030026**	Tackle for lifting wheel by Stopper pipe
38.	**76018453**	Graphite Electrode with Nipple
39.	**84018756**	High Alumina Bricks for Ladle lining
40.	**84028762**	Magnesite wet Ramming Mass
41.	**90793201**	Ferro Silicon
42.	**81908167**	Calcined Lime
43.	**84018768**	HDDRM

44.	**43981793**	T. C. Tips
45.	**62301901**	Tube M. S. Black 20mm
46.	**81908246**	Graphite Granules
47.	**90790704**	Ferro Manganese
48.	**91210069**	Silico Manganese
49.	**84028877**	Magnesite Bricks
50.	**84029997**	WhytHeat A
51.	**84028889**	Ladle Bricks 230x115x25mm
52.	**84028890**	Ladle Bricks 230x115x65mm
53.	**70012349**	H. S. Abrasive Cutting Wheel
54.	**84029742**	Fire Clay Mortar
55.	**91015005**	Aluminium Star
56.	**84029791**	Crushed Raw Dolamite
57.	**81032067**	Flourspar GR II
58.	**75037051**	Oxygen Hose
59.	**84027125**	Magnesia Carbon Bricks
60.	**66900086**	Miniature TC receptacles
61.	**84028774**	Magnesite Gunning Mass
62.	**43080110**	Miniature TC Lance Assembly
63.	**72901445**	21MT Capacity Ladle
64.	**84900805**	CI Slag Pot
65.	**62302139**	MS Pipe 32mm
66.	**81040428**	LOX
67.	**72901913**	DEE-Shackle
68.	**72212123**	Square Inserts
69.	**72213383**	Round Inserts
70.	**90900145**	Steel Shot
71.	**PAC**	Automatic Spray Gun Assemble
72.	**PAC**	Carbolic Tip
73.	**PAC**	Carbolic Needle
74.	**PAC**	Air Cap Assemble
75.	**PAC**	Water cooled Cutting Nozzle
76.	**Non-Stock**	Water cooled cutting Torch
77.	**Non-Stock**	Ladle Ball Hook
78.	**66901110**	Flame detector for Normalising Furnace
79.	**66901091**	U V Sensor
80.	**66901030**	Ignition Electrode
81.	**66901078**	Limit Switch
82.	**66901042**	Honeywell Satronic Ignitor
		Any other item indicated in NIT

ANNEXURE-E : Public Procurement (Preference to Make in India)

(Reference: Clause 4.1 of Section-III)

1.0 **Definitions:** For the purpose of this Order:
'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by the Nodal Ministry, 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.

Explanatory notes for calculation of local content given above

a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

b. The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.

c. Procurement/supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to small packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items(inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content 20%, as defined under this Order.

'Non – Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Order.

*If a higher minimum local content is indicated in NIT, then the same would be applicable.

'L1' 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.

'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.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'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.

'Works' means all works as per Rule 130 of GFR – 2017, and will also include 'turnkey works'.

2.0 **Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

(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-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the order, shall be eligible to bid in procurement 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 3(a) above, and with estimated value of purchases less than Rs. 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.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.0 **Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

(a) The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/Services tenders. The provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and completion with specific HSN codes.

(b) Notwithstanding above, if any project , it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of secretary of the administrative Ministry/Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

4.0 **Purchase Preference:-**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner prescribed hereunder.

(b) In the procurement of goods or works, which are covered by Para 3(b) above and which are divisible in nature, 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' ,as per the following procedure.

(i) 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.

(ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and soon, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where a 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 the following procedure.

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

(ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local suppliers' will be invited to match the L1 price subject to the 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.

(iii) In case such 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 supplier', within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, under taken by procuring entities.

4.1 **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 local 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 the nodal Ministry, 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 bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 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 purchase 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 at least 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.

5.0 **Exemption of small purchases:**

5.1 Notwithstanding anything contained in paragraph 3 above, procurements where the estimated value to be procured is less than Rs.5 lakhs shall be exempt from this Order.

5.2 Exemption in sourcing of spares and consumables of closed systems: Procurement of spare parts, consumables for closed systems and maintenance/Service Contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this order.

6.0 **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local supplier' shall be as defined in the para 1 above. No change is permissible on this account.

7.0 **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

8.0 **Verification of local content:**

a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation 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 location(s) at which the local value addition is made.

b. In case of procurement for a value in excess of Rs. 10 Crores, 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, failing which offer will be summarily rejected.

c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority, which is empowered to look into procurement related complaints relating to the procuring entity.

e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

f. Nodal Ministries and procuring entities may prescribe fees for such complaints.

g. False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

h. 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, in the manner prescribed under paragraph 8(H) below.

i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:

(i) The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner;

(ii) On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);

(iii) In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

9.0 **Reciprocity Clause:**

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. 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.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.

iv. The term 'entity' of a country shall have the same meaning as in the FDI Policy of DPIIT as amended from time to time.

10.0 Specifying foreign certifications/ unreasonable technical specifications/ brands/models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other

Authority having been designated such power by the Secretary of the Department concerned.

ANNEXURE-F :Special Condition on Third Party Inspection (TPI) Agency

(Reference: Clause 11.2 of Section-III)

1.0 Attention of Tenderers/Bidders is invited to IRS conditions of contracts, which are the governing conditions of contract. Particular attention is invited to IRS conditions 0701, 1301 (a), 1301 (b) and 1301 (c), 1302 to 1309, 3400 to 3402.

2.0 In terms of IRS conditions of contract, following specific provisions shall apply in cases of supply of pre-inspected goods through empanelled TPI agencies:-

2.1 Unless otherwise stated in the tender schedule, goods procured are required to be pre-inspected before dispatch by the Third Party Inspection (TPI) Agency appointed by Railways at its sole discretion. The TPI Agency appointed shall be indicated in the Purchase Order. It is agreed that Railway's right to appoint TPI Agency of its choice is absolute. Railway also reserves the right to change the TPI Agency at any time through issue of modification advice against the Purchase Order.

2.2 Online inspection call shall be placed by the Supplier on IREPS after the Goods are ready for inspection.

2.3 In Purchase Orders requiring Stage Inspection, Suppliers shall place online inspection call for a particular stage after achieving readiness required at that stage duly mentioning the stage number. The Inspection for a particular stage shall be initiated only after Inspection has been carried out for all the previous stages, as may be applicable.

2.4 The Third Party Inspection Agency appointed by Railways shall examine the online inspection call and may, within 48 hrs (excluding national holidays), seek additional information, if any, from the Supplier. The Supplier shall within one calendar day (excluding Sundays and national holidays) furnish the required information/documents to the TPI Agency to enable them to register inspection call. In case of incomplete information even after providing opportunity to Supplier to furnish information, the call shall not be registered and Supplier shall be advised of observations through the online system to address the observations and place fresh inspection call. The inspection call may also be rejected by TPI Agency if sufficient time for carrying out the inspection and release of IC before end of delivery period is not available.

2.5 Supplier shall be allowed to withdraw inspection call placed, without any cost, before the inspection call has been registered by the Third-Party Inspection Agency. Once the inspection has been scheduled by the TPI Agency, withdrawal of inspection call shall not be permitted.

2.6 Inspection fee/charges will be paid directly by Railways to Third Party Inspection Agencies.

2.7 However, charges/expenses specifically provided for in IRS Conditions of Contract, particularly in Para 1304, 1305, 1306 and 1400 of IRS conditions of contract, shall be borne by the Supplier.

2.8 Inspection charges paid or due to be paid by Railways to the TPI Agency shall be recovered from Suppliers in following cases:-

2.8.1 In case of rejection of Goods during the pre-despatch inspection (including stage inspection rejection) by Third Party Inspecting Agency, the charges recovered shall be equal to inspection charges payable to inspecting agency as specified in Para 2.8.4 below.

2.8.2 When the Authorized Inspector of Third-Party Inspection Agency, on visit to Supplier premises for inspection, finds that Goods offered are not yet ready for inspection, Inspection call shall be cancelled by Authorized inspector by issuing call cancellation certificate. Similarly, in case of Stage Inspection, when the Authorized Inspector of Third Party Inspection Agency, on visit to Supplier premises for inspection, finds that readiness for Stage Inspection to be conducted has not been achieved, Inspection call shall be cancelled by Authorized inspector by issuing call cancellation certificate for Stage Inspection. The Call Cancellation Charges shall be recovered from Supplier as specified in Para 2.8.4 below.

2.8.3 Inspection Certificate revalidation or re-inspection: If the Supplier fails to deliver the pre-inspected Goods as per the terms of the purchase order within the validity period of Inspection Acceptance Certificate, the TPI Agency, on request of Supplier, may, based on the merits of the case, decide to either re-validate the Inspection Acceptance Certificate or re-inspect the Goods against fresh inspection call to be placed by the Supplier. Decision of the TPI agency in this respect shall be binding on the supplier. In such cases, the revalidation or re-inspection charges (as applicable) to be recovered from Supplier shall be as specified in para 2.8.4 below.

2.8.4 To summarize, following charges shall be recovered from Supplier

Situation	**Charges to be recovered from Supplier (plus GST extra)**
At the time of physical visit call is cancelled due to: Goods are not ready for inspection OR Goods, raw materials, components or sub components, as the case may be, are not yet ready for inspection, in cases involving Stage inspection (Call Cancellation through issue of Call Cancellation Certificate)	Y/2, subject to a maximum of Rs.11000/-
Goods, raw materials, components or sub components, as the case may be, rejected in Stage Inspection excluding the final Stage, in cases involving stage inspection	Y

Goods rejected in final Stage, in cases involving stage inspection	2Y
Goods rejected in inspection, in cases without stage inspection	Y
Inspection Certificate revalidation or re-inspection	Scenario-1: Rs.5000 or full inspection charges, whichever is lower for revalidation of inspection certificate. Scnerio-2: In case re-inspection is done afresh, inspection charges to be recovered from Vendor shall be "Y".

Where, Y = X/100 of total value of Goods inspected as per Purchase Order,
Where X is the percentage inspection charges of the concerned PO Value slab for Product Inspection.

3.0 Applicable inspection charges in percentage of PO value and slab-wise is as under for information of Suppliers:-

PO Value Slab	**Inspection charges (X)**
From Rs.5 lakhs upto 1 Cr	0.5220% + GST extra
Above Rs.1 Cr up to 25 Cr	0.116% +GST extra
Above Rs.25 Cr up to 100 Cr	0.053% +GST extra
Above Rs.100 Cr up to 500 Cr	0.035% + GST extra

Note-1: Purchase Order Value for the purpose of calculating the inspection charges shall mean total value of Goods ordered specifically indicated in the Purchase Order as total order value, and includes freight, packing, forwarding, taxes and duties etc. used in arriving at total order value but excludes any components or items not included specifically in calculation of total order value. The inspection charges shall be calculated using Value of Goods Inspected based percentage charges and GST applicable on inspection charges for the corresponding PO Value Slab. For avoidance of doubt and as an illustration, if the PO Value for 100 Nos. of Item A is Rs.50 Lakhs and a lot consisting of 25 nos. is offered for inspection. The inspection charges for the lot being inspected shall be = (0.5220/100)x(25/100)x50,00,000=Rs. 6525 only+GST Extra.

Note-2: For inspection of Goods by Third Party Inspection Agency where Purchase Order value is below Rs.5 lakh, the inspection charges in such cases will be those applicable for PO valuing Rs.5 Lakhs.

Note-3: For inspection of Goods by Third Party Inspection Agency where Purchase Order value is above Rs.500 Cr, the inspection charges in such cases will be fixed separately by the purchaser subject to maximum of 0.035 % + GST extra

4.0 When pre-inspected Goods get rejected at consignee end joint inspection will be held as per procedure below. Moreover, in case of rejection of Goods on Joint Inspection, the replacement supply against the rejected lot of Goods shall normally be inspected by the same Third Party Inspection Agency, which inspected and passed the original supply, unless purchaser under special circumstances decides to get the lot inspected by some

other inspection agency/consignee and decision of purchaser in this respect shall be binding on supplier.

5.0 Procedure for Joint Inspection:-

(i) If Goods, pre-inspected by TPI Agency, gets rejected at consignee end after receipt by consignee, the material rejection advice/rejection memo will be sent by consignee through online system to all concerned i.e. Vendor, TPI Agency, Procuring Entity and Paying Authority and to such others as required.

(ii) Before rejected goods are returned to the supplier, the consignee after or at the time of issue of rejection advice, at his discretion, shall call for a Joint Inspection between consignee, Vendor and TPI Agency. Such Joint Inspection shall be conducted at a place as mentioned in the notice for Joint Inspection.

(iii) The joint inspection is to be carried out by the consignee with the representatives of the inspecting agency

(iv) In case where either the firm or the representative of inspecting authority do not turn up for Joint Inspection, Joint Inspection shall be done with whosoever of the two is available. In case neither firm nor inspection agency attend, consignees' decision to accept or reject such goods shall be final and binding.

(v) A Joint Inspection report shall be signed by the Party(ies) attending the Joint Inspection. Failure to attend Joint Inspection shall not be an excuse to dispute the findings of Joint Inspection.

(vi) Irrespective of the outcome of Joint Inspection, the TPI Agency will not be entitled for any fee or charges, whatsoever, for attending such Joint Inspection. In case of rejection of Goods on Joint Inspection, the TPI Agency shall not be entitled for inspection charges for the quantity of Goods rejected. The inspection charges, if and to the extent already paid, shall be recovered from the TPI Agency.

ANNEXURE-G: Handling of Warranty Rejections

(Reference: Clause 15.2 B (v) of Section-III)

1. **Warranty Rejection Advice**: In case of material rejected under warranty, "Warranty Rejection Advice" (i.e. warranty claims lodging) shall be issued to the firm online through IREPS with the approval of gazetted officer of the end consignee of attached Stores Depot/ User Depot/end user.

2. **Timeline for Replacement of Rejected Stores:** In the Warranty Rejection Advice, the vendor shall be called upon for replacement of rejected stores or for deposition of equivalent amount of rejected material, within a period of 60 days from the date of Warranty Rejection Advice. Date of issue of Warranty Rejection Advice by gazetted officer to be taken as date of Warranty Rejection Advice.

3. **Collection of Rejected Materials by Firm:** Firm shall be allowed to collect the rejected materials only after deposition of payments already made by Railway (if any) to them or after recovery of equivalent amount by Accounts or against replacement quantity.

4. **Warranty Quantity Replacement**: Replacement of rejected quantity shall be made to the end consignee at the Stores Depot/User Depot which received the original supply from the firm or at the end user. The warranty quantity replacement will be supplied and accounted for in Integrated Material Management System (iMMS) through R/Note & RO if "Warranty Rejection Advice" has been issued through iMMS. However, where "Warranty Rejection Advice" has been issued through User Depot Module (UDM), the warranty quantity replacement will be supplied and accounted for in UDM through CRN. R-Note/CRN should be clearly marked as "Warranty Replacement CRN/R-Note, Not for Payment".

5. **Warranty for the replaced/rectified goods:** Replaced/rectified material shall have warranty for the replaced/rectified goods till the original warranty period plus the time from the warranty rejection advice to material replacement/rectification. Record for the same shall be maintained by the system.

6. **Ground Rent & others:** Vendor would be permitted to lift the rejected material (subject to clause 3 above) "free of cost" within the period mentioned in Para 2 above (i.e. 60 days from the date of Warranty Rejection Advice). After this time, ground rent shall be applicable. In cases where firm fails to lift the warranty rejected material within the time period mentioned in para 3203 of IRS Conditions of Contract (i.e. 3 months from the date of issue of warranty rejection advice by the gazetted officer), at the expiry of the period, no claim whatsoever shall lie against the purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of goods' and 'failure' and 'termination' add and Clause 3100-02 shall apply. However, in case the material under warranty rejection is not lying in Railway premises but is running online or being actively used by Railways, this clause shall not be applicable.

7. **Recovery Advice of equivalent amount of rejected material**: In case disposal/closure/settlement of the Warranty Rejection Advice is not done by firm within the period of 60 days, Recovery Advice of equivalent amount of rejected material for which Warranty Claim has not been disposed/closed/settled shall be automatically sent from iMMS/UDM (depending upon from where Warranty Rejection Advice has been issued) to IPAS and the "Centralized Recovery Register" of IPAS shall be automatically updated for recovery. Any Bill Paying Authority across IR shall recover the amount mentioned in "Centralized Recovery Register" from firm's Bill(s), if any. Even if the payable amount against a Bill are not enough for the full recovery against a Warranty Claim, the Paying Authority should proceed with partial recovery to the extent of payable amount against that Bill and balance recovery amount will remain in the "Centralized Recovery Register" for further recoveries from other Bill(s). After recovery, the "Centralized Recovery Register" should be automatically updated immediately to avoid multiple recoveries by different Railways and communicate the recovered amount to IMMS/ UDM.

8. **Recovery Refund Letter:** Once recovery has been made by Accounts or the recovery amount has been deposited by vendor, replacement/rectification/re-inspection of the warranty rejected quantity should not be allowed after period of 60 days from date of issue of warranty rejection advice. However, cases where due to extreme urgency affecting out-turn, operation etc it is in Railways' own interest to allow replacement/rectification/re-inspection after a period of 60 days from issue of warranty rejection advice, it may be permitted with the approval of competent authority of the officer issuing warranty rejection advice. In such cases "Recovery Refund Letter" should be issued by competent authority of the office issuing Warranty Rejection Advice to the extent permission is granted and warranty rejection is disposed/settled/closed by the vendor. However, ground rent as per clause 6 above shall be applicable in such cases also. "Recovery Refund Letter" shall also be issued by competent authority of the office issuing Warranty Rejection Advice in the following cases:
    i. If warranty is closed/disposed/settled within 60 day period and R-Note/CRN is issued after 60 day period.
    ii. Amount deposited by vendor before recovery but details of such deposit entered by user after recovery.
    iii. Warranty rejection advice withdrawn altogether after recovery.
    iv. In other instances like court/arbitration judgment/order, etc. after recovery.
    v. cases where, inspite of issue of warranty rejection advice, the item under warranty rejection has been actively running online or being actively used by Railways due to practical considerations.

    However, firm is advised to close the warranty as early as possible. In the normal course, such situations should not arise and should be exception only. The vendor may submit his supplementary bill on the basis of "Recovery Refund Letter" to the concerned paying authority which has deducted the refundable amount online or offline depending upon the case whether the bill against which recovery has been made was submitted online or

offline. However, if the recovery amount has been transferred by recovering railway to the Railway issuing warranty rejection advice, such information shall be passed on to all stakeholders by Integrated Pay Roll and Accounting System (IPAS) of Railway including to the vendor also to claim his refund. In such cases Supplementary bill shall be submitted to the railway where amount has been transferred.

9. **Inspection of Replacement Supply**: In line with IRS Conditions of Contract clause 0703, Vendor shall bear all cost of such replacement including freight, cost of inspection and inspection charges to inspecting agency, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account. The replacement supply shall normally be inspected by the same inspection agency which inspected and passed the original supply. However, inspection clause for replacement of quantity rejected under warranty can be changed from 3rd Party Inspection (RITES/RDSO etc.) to Consignee Inspection with the approval of competent authority of the office issuing Warranty Rejection Advice, duly considering practicability of the case due to low quantity/value, criticality of the item, quality issues involved etc.

10. **Warranty Rejection Advice (Claim) Withdrawal:** In case Claim issued for incorrect quantity/value or issued on some other vendor incorrectly or when Warranty is not admissible due to any reason, warranty rejection claim shall be withdrawn and "Warranty Rejection Advice (Claim) Withdrawal Letter" by competent authority of the office issuing Warranty Rejection Advice, shall be issued for withdrawal of Warranty Claim.

11. **Rectification of the rejected stores:**
    i. In case the vendor requests for rectification/repair of rejected stores in terms of Para 2, rectification/repair to be permitted in exceptional circumstances and only if the item can be effectively rectified/repaired at the user end and with specific prior approval of the officer next in hierarchy (minimum JA grade officer) to the gazetted officer issuing Warranty Rejection Advice. At the option of the Depot Officer/ officer of end-user (depending upon who has issued the "Warranty Rejection Advice"), rectification/repair of rejected stores by the firm shall be permitted within railway premises only.

    ii. If firm requests to rectify/repair the rejected stores at its own premises, same shall be allowed only if the item has unique traceability to ensure that the rejected item cannot be supplied to any other consignee/user and if supplied, it can be traced. For taking out the rejected quantity for rectification/repair, equivalent value of rejected item shall be deposited by the firm. However, the rectification activity shall have to be completed within a period of 60 days from the date of issue of "Warranty Rejection Advice." After this, process for recovery shall be initiated.

12. **Authority to adjudicate the disputed warranty cases and authority to decide appeal:** For all warranty rejection cases, the controlling officer of minimum JAG level of the office issuing 'Warranty Rejection Advice" shall be adjudicating the disputed cases. His decision shall be binding on all the parties.

13. **Handling Epidemic Failures:** Any recurring/large scale rejections from a particular lot will lead to epidemic failure.
    i. Whenever the quantity rejected anytime during the warranty period exceeds 5% of the total supplied lot against a particular contract, it will be considered as Epidemic Failure. However, in case of failures related to items which are extremely critical from safety consideration (like critical components or sub-parts of air brake system, wheel discs, axles, propulsion system etc.), RDSO/PU may pre-define a lower percentage for considering the occurrence of epidemic failure. This condition shall be declared in the tender document for procurement of such items.
    ii. Same steps as mentioned above, as applicable, to be followed. However, instead of rejecting only defected quantity, entire lot should be rejected. Even if some quantity of such lot has been used/fitted, the same may also be identified and called back from service, to the extent possible, by the concerned technical department for issuing warranty rejection.
    iii. Joint Inspection shall be conducted as per extant provisions.
    iv. In case warranty rejection is established in joint inspection, the vendor shall replace entire lot (as available, refer point ii above) duly inspected by inspecting agency as per contract on his own expenses.
    v. Replacement supply should be inspected by the same agency which has previously inspected the supplies.
    vi. Epidemic failure is essentially considered as very poor quality performance and should be reflected on the performance of vendor/Inspecting agency accordingly.
    vii. Concerned Inspection /Quality monitoring/Vendor approving agencies should conduct root cause/failure analysis of the failure and QAP of vendor shall have to be re-validated. They should also suggest improvement in inspection methodology/Quality Assurance Plan to avoid failures.
14. In case the vendor disputes the Warranty Rejection as per Warranty Rejection Advice, representation from vendor should be sent through IREPS system to the officer issuing Warranty Rejection Advice within 7 days from the issue of Warranty Rejection Advice. In such case a joint inspection shall be organised by the officer issuing Warranty Rejection Advice for the grounds of warranty rejections mentioned in the Warranty Rejection Advice.

15. The Warranty Rejections of vendors and their responses shall be linked with Unified Vendor Approval Module (UVAM). Cognizance of these warranty rejections of vendors shall be taken for reviewing the Approval of vendors by vendor approving authorities.

16. Cognizance of these warranty rejections of vendors shall be taken by the procuring authorities in deciding the tender cases.

ANNEXURE-H: Certificate from Bidder for compliance of Land Border Sharing Policy

(To be uploaded/attached along with the Bid/Offer)
(Reference: Clause 19.0 of Section-III)

I have read the clause/Para regarding restrictions on procurement from a bidder of a country which shares a land border with India or bidder who has a specified Transfer of Technology (T.O.T) arrangement with an entity from a country which shares a land border with India and on sub-contracting to contractors from such countries.

A. I certify that M/s…… (Name of Bidder) is neither from such a country nor have a specified Transfer of Technology (T.O.T) arrangement with such an entity from a country which shares a land border with India and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I also certify that M/s…… will not offer any products/services of entity from such countries unless such entity is registered with the Competent Authority.

OR

B. I certify that M/s…….. (Name of Bidder) is from such a country or have a specified Transfer of Technology (T.O.T) arrangement with such an entity from a country which shares a land border with India and has been registered with the Competent Authority. I also certify that M/s…… has products/services of entity from such countries and these entity/entities are also registered with the Competent Authority. I also certify that M/s…….. has sub-contracted some work to a contractor from such countries and that such contractor is registered with the Competent Authority.

I hereby certify that M/s…….. (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered.

I hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of contract and further legal action in accordance with the Law.

(Signature & Name of Authorized person of the Bidder)
Name & address of the Bidders with Stamp

Note:

1. Bidders to give certificate for either A or B as per their status.
2. Where applicable, evidence of valid registration by the Competent Authority shall be attached/uploaded along with the bid/offer.
3. Bidders are advised to attach/upload the certificate duly signed by authorized person of the Bidder and duly stamped along with their Bid/Offer.

ANNEXURE-I : PROFORMA FOR WARRANTY/ GUARANTEE BOND

(Reference: Clause 9.0 of Section-IV)

(N.B: Bank Guarantees (BGs) to be submitted by the suppliers/contractors should be sent directly to this office by the issuing Bank under registered post with AD.)

To,

THE PRESIDENT OF INDIA
Acting through FA&CAO
Rail Wheel Plant/Bela.

Sub: Guarantee No. ---------- for ---------- (Amount) Covering Machine(s) Serial No. ------- Supplied to (Consignee/s) ----------

Ref: Contract No. ---------- dated ---------- Placed on M/ s ----------

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").

1. 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.

2. 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.

3. 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 dispatched 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.

4. We agree that the decision of the Government 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.

5. 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.
6. 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 thereto 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.

7. 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 ---------- 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.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers

9. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Date ----------

Read and Accepted

Signature of Tenderer----------

Signature----------

(Designation)

(Bank's common seal)

Place ----------

Printed Name ----------

Witness ----------

ANNEXURE-J: MODEL FORM OF BANK GUARANTEE BOND FOR SUBMISSION OF SECURITY DEPOSIT against CAMC

(Reference: Clause 10 of Section-IV)

(N.B: Bank Guarantees (BGs) to be submitted by the suppliers/contractors should be sent directly to this office by the issuing Bank under registered post with AD)

To:

The President of India
Acting through FA&CAO
Rail Wheel Plant/Bela.

GUARANTEE BOND

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 comprehensive Annual Maintenance Contract 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.----------/-

(Rupees----------only) 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.

We ---------- (Indicate the name of the bank) do hereby 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. ----------

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.

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.

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.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

We ---------- (Indicate the name of the 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)
(Bank's common seal)

<<<END OF INTEGRATED BID DOCUMENT>>>