Date: 2025.01.15 13:26:08 IST
Reason: IREPS Document
Location: IREPS-CRIS

मध्य रेल,

प्रधान मुख्य सामग्री प्रबंधक कार्यालय,
नई प्रशासनिक भवन,पहला महला,
छ.शि.म.ट., मुंबई – 01

सं.: S/280/A/3/WB/G/Conditions of Contract **दिनांक: 09/01/2025**

का.आ.सं.:04/CR/S/RB/0005/2025

विषय: Revised Tender Conditions for Stores Supply Contract & Instructions to tenderers for submitting e-Bids i.e., CENTRAL RAILWAY BID DOCUMENT updated till January 2024.

The following documents as contained in "CENTRAL RAILWAY BID DOCUMENT – Updated till January 2024" are circulated herewith for information, guidance & necessary compliance by all concerned and shall be applicable in all Tender cases.

INSTRUCTIONS TO TENDERERS FOR SUBMITTING E-BIDs ON IREPS SITE Section - I
And

IMPORTANT TERMS & CONDITIONS OF TENDER FOR STORES SUPPLY CONTRACTS – Section - II.

The above conditions and instructions are issued with approval of the PCMM and are available on website 10.31.3.3 (IT centre) link - Stores – Circulars/Office orders and in Public Documents of www.ireps.gov.in

This issues with approval of the PCMM.

(मनीषकुमार)
उप मु.सा.प्र.(विद्युत)
कृते प्र.मु.सा.प्र.

प्रति : मुख्यालय अधिकारी : महाप्रबंधक के सचिव, उप महाप्रबंधक
प्र.मु.सा.प्र., मु.सा.प्र. : (सा.), (बिक्री), (नि.),(IC),(I), (II)
उप मु.सा.प्र. : (ई.एंड.एस.), (ई.टी.एल.), (बिक्री), (सा.), (डी.), (एम.)
व.सा.प्र. : (विद्युत), (ई.एंड.एस.), (ई.टी.एल.), (बिक्री), (सा.), (डी.), (एम.), (जी.),
स.सा.प्र. : (विद्युत), (ई.एंड.एस.), (ई.टी.एल.), (सा.) (व्यवस्थापक), प्र.मु.सा.प्र. के सचिव
प्रति : डिपो के अधिकारी :
उप मु.सा.प्र. : (सी.डब्ल्यू.ई.)माटुंगा, (यां.)परेल, (डी.)-(ए.सी.एल.)भुसावल
व.मं.सा.प्र. : मुंबई, पुणे, नागपुर, भुसावल, सोलापुर
व.सा.प्र. : (पी.एंड.एस.)भायखला, (ई.एल.एस.)अजनी, (ई.एल.एस.)कल्याण, (एस.)भुसावल, (ई.एम.यू.) सानपाडा
स.सा.प्र. : (ई.एम.यू.)विद्याविहार, (जी.)करीरोड, हाजीबंदर, (डी.)कुर्ला, वाडीबंदर, स्टे.भायखला, (एस.एंड.टी.)भायखला, (सी.एंड.डब्ल्यू.)कुर्डुवाडी, (डी.)पुणे, (ई.एम.यू.)कलवा, (टी.एम.डबल्यू.)नासिकरोड, (डी.)कल्याण, (एम.डी.)मनमाड
व.डी.एफ.एम. : मुंबई, पुणे, नागपुर, भुसावल, सोलापुर
डब्ल्यू.ए.ओ. : माटुंगा, परेल, नासिक रोड, मनमाड, भुसावल, भायखला-एस.एंड.टी.
डी.आर.एम. :मुंबई, नागपुर, भुसावल, सोलापुर, पुणे
ए.डी.आर.एम. : मुंबई, नागपुर, भुसावल, सोलापुर, पुणे
सी.डब्ल्यू.एम. : माटुंगा, परेल, नासिक रोड, मनमाड, भुसावल, भायखला-एस.एंड.टी.
अन्य विभाग :
सीएओ(सी)/पीएफए/पीसीई/पीसीसीएम/पीसीएसटीई/पीसीएमई/पीसीपीओ/पीसीईई/सीएसओ/पीसीओएम/पीसीएमडी/सीई/सीई(सी)/सीई(सी)दक्षिण,सीई(सी)उत्तर,सीई(सी)सर्वेक्षण/सीई(सी)एमटीपी/सीई(टी.पी./सीई(मुख्यालय)/सीई(टीएम)/सीई(पीएलजी)/सीई(जी) /सीई(डब्ल्यूकेएस)/सीएटीई(सी)/सीएमई(पीएजी)/सीएमई(ओएंडसी)/सीबीई,सीईई(सी)-I/सीईई(सी)-II/सीएसई/सीसीओ/सीईई(पीएलजी)/ सीएसटीई(परियोजना)/सीआरएसई/सीएमपीई(डी)/सीडब्ल्यूई/सीएमई(पीएलजी)/सीईटीई/सीईएसई/सीईडीई/सीईईएल/सीसीई/सीसीएम(एफएस)/सीसीएम(पीएस)/सीसीएम(एफएम)/सीसीएम(कैट)/सीसीएम(पीएम)/सीसीएम(पीआरएस)/सीपीओ(ए)/सीपीओ(आईआर)/एसडीजीएम/सेसी-जीएम/सेसी-एजीएम/सीएससी(आरपीएफ)/सीपीएम(कॉनव)/सीटीपीएम/सीटीएम(पी)/सीएफटीएम-आई/सीएफटीएम-2/सीपीटीएम/कॉम(जी)/सीसीओ/सीडब्ल्यूई/लेखा परीक्षा के प्रमुख निदेशक/सीएसटीएम/प्रिंसिपलजेडटीएस भुसावल/डीआरआईआरआईसीएन(पुणे)/निदेशक-आईआरईईएन/ (नासिक रोड)

CENTRAL RAILWAY BID DOCUMENT

मध्य रेल

CENTRAL RAILWAY

सामग्रीप्रबंधनविभाग

MATERIALS MANAGEMENT DEPARTMENT

आईआरईपीएससाइटपर ई-बीडजमाकरनेकेलिए निविदाकारोंहेतुनिर्देश एवं निविदाकेमहत्वपूर्णनियमतथाशर्तें

INSTRUCTIONS TO TENDERERS FOR SUBMITTING E-BIDs ON IREPS SITE & IMPORTANT TERMS & CONDITIONS OF TENDER FOR SUPPLY CONTRACTS

UPDATED January 2024

I N D E X

S.N	Para No.	SUBJECT	Pg. No.
1	Section - I	INSTRUCTIONS TO TENDERERS FOR SUBMITTING E-BIDs ON IREPS SITE	03-06
2	Section - II	IMPORTANT TERMS & CONDITIONS OF TENDER	
3	1.0	General Instructions.	07
4	1.8	Submission of e-Bids.	07-08
5	2.0	Downloading of Tender Documents.	08-09
6	3.0	Eligibility criteria and qualifying requirements of Tenderers.	09-11
7	4.0	Public Procurement Policy for Goods produced and Services rendered by Micro & Small Enterprises (MSEs).	12-13
8	5.0	Public Procurement (Preference to Make in India), Order 2017	13-19
9	6.0	Preference to Domestically Manufactured Electronic Products (DMEP) in Government procurement	19
10	7.0	Evaluation Criteria of Offers/Criteria For Inter-se Ranking of Offers	19-21
11	8.0	OFFER BY FAX: (For Manual Tenders and Negotiated offers)	21
12	9.0	Conditions for GST compliance, (9.1) Statutory Variation Clause (SVC)	21-22
13	10.0	Discrepant Rates For (Manual) Tenders only, Discrepant Rates (IREPS)	22
14	11.0/12.0	Production capacity & past performance, Deviation Statement	22-23
15	13.0	Negotiations	23
16	14.0	Supply of Material, Type of contract & Delivery Schedule	23-24
17	15.0/16.0	Liquidated Damages, Cartel Formation	24-25
18	17.0/21.0	Splitting of Tendered Quantity &other conditions	25-27
19	22.0	Consideration of Indian agent on behalf of the Principal/OEM	27
20	23.0	Earnest Money Deposit	27-29
21	24.0	Security Deposit	29-31
22	25.0	Bank Guarantees (BGs)	31
23	26.0	Inspection clause	31-33
24	27.0	Delivery Terms/ Delivery Period	33-34
25	28.0	Electronic Way Bill/Road permit/Octroi Exemption Certificate	34-35
26	29.0	Intimation regarding dispatch of material	35
27	30.0/31.0	Packing Conditions, Guarantee/Warranty	35
28	32.0/33.0	Price Variation Clause (PVC), Price Variation Clause for Lead Acid Batteries	35-36
29	34.0	Payment Terms	36-39
30	35.0	Option Clause	39
31	36.0/37.0	Cancellation of PO on account of failure to supply, Force Majeure Clause,	39-40
32	38.0/39.0	Price Fall Clause (Deleted), Agency Commission for Import Contracts	40-41
33	40.0	Conditions of Tender for M&P Items	41-44
34	41.0	Alteration of Specifications, Patterns & Drawings	44
35	42.0	Declaration for infringement of IPR by tenderer/supplier	44
36	43.0/44.0	Other conditions/Disclaimer	44-45
		Annexure 1 - Statement of Deviation	46
		Annexure 2 –Performance & outstanding orderload	47
		Annexure 3 - Equipment & Quality control	48
		Annexure 4 - Bank Guarantee towards EMD	49
		Annexure 5 - Bank Guarantee towards SD	50-51
		Annexure 6 – Authority form Manufacturer	52
		Annexure 7 - Bank Guarantee for contract PBG	53-54
		Annexure 8 – Warranty Guarantee Bond	55-56
		Annexure 9 - NEFT Mandate Form	57
		Annexure 10 – Checklist for Tenderers	58
		Annexure 11- Bid securing declaration to be signed by bidders availing exemption from submission of EMD	59
		Annexure 12 - Digitization of Warranty Management System	60
		Annexure 13 - Special condition for inspection (TPI Inspection)	61

SECTION - I
INSTRUCTIONS TO TENDERERS FOR SUBMITTING E-BIDs ON IREPS SITE

1.0 Tenderers are advised to go through:

a. IRS conditions of Contract, with its latest amendment.
b. Important Terms & Conditions of Tender updated latest. (Bid Documents).
c. Techno-commercial offer Form including attached documents, if any. Financial offer Form. (Generated by system after opening of bid).
d. Special Tender Conditions attached as Tender Documents, if any.

2.0 Please read carefully Instructions to Tenderers for submitting E-bids, Important Terms & Conditions of Tender updated latest & IRS Conditions of Contract as available on Organizations (Central Railway) page, on the web site www.ireps.gov.in before submitting the offer.

3.0 Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the 'Important Terms & Conditions of Tender', referred in para 1.0 above as well as Techno-Commercial offer Form and Financial offer Form, unless specific deviation is quoted in the Techno- Commercial offer form.

4.0 Firms, which are not registered on IREPS may refer to IREPS site on which details of registration procedure are mentioned.

5.0 All mandatory fields must be filled in by the bidders.

6.0 No Manual offers sent by post/Fax or in person shall be accepted against such E-Tenders even if such offers are submitted on the Firms letter head and received in time. All such manual offers shall be considered as INVALID offers and shall be rejected summarily without any consideration.

7.0 Bill Payments will be made online through NEFT system for quick money transfer to the tenderers account.

(i) Tenderers must give their consent in the mandate form provided at Annexure 9 of Important Terms & Conditions of Tender for receipt of payment through NEFT.

(ii) In case of non-payment through NEFT or where NEFT facility is not available payment will be released through cheque.

8.0 The tenderers must fill in the Techno-Commercial offer form (consisting of eligibility criteria, terms & conditions, performance statement, deviation statement, check list etc.), Financial Offer form and attach scanned copy of all the documents needed as per Important Terms & Conditions of Tender as available on IREPS site i.e. www.ireps.gov.in.

9.0 All the mandatory fields of the Techno-commercial Offer Form and Financial Offer Form (i.e. Rate page) including basic rate, unconditional discount if any, all taxes & duties which may become applicable during the currency of Contract, freight and any other charges shall have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be changed or altered by the vendor. Thereafter, all inclusive unit rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor before submission of offer.

Important Note: All tenderers should note carefully that the entries for rate, unconditional discount, taxes & duties, freight and any other charge shall have to be made by them only in the relevant fields as provided in the financial offer form. In case, any entry made by tenderer outside the relevant field, same shall be ignored by the system while evaluating the offers for the reason that the comparative statement is prepared automatically by the system on the basis of the entries as made by tenderer in the relevant & respective field only. This computer generated comparative statement forms the basis for evaluation of offers, deciding the inter-se ranking of offers and further deciding the tender accordingly.

For example, if freight charges are mentioned extra and are not quantified in exact amount in the appropriate column/field, then freight charges shall be taken as nil in the comparative statement prepared automatically by the EPS system.

Similarly, if the taxes/duties etc. are not quantified in exact %age, then these elements shall be taken as nil by the system in the comparative statement prepared automatically by the EPS system.

It is therefore, in the interest of the vendors to enter the exact %age or Amount in the relevant fields in the financial offer form, failing which any entry made by the tenderer outside the relevant field shall be ignored and considered the same with impact as nil while deciding the inter-se ranking of the offers irrespective of the fact whether the tenderer has mentioned specific rates at some other place in its offer instead of the nominated field.

Therefore, it is quite essential for the vendor to note that the entries for rate, unconditional discount, taxes/duties, freight and any other charge should not be made anywhere else except in the appropriate field/column provided in the financial offer form.

10. The E-bid system does not permit submission of any offer after closing date & time of the e-tender. Hence there is no scope of any late or delayed offer in the online bidding process.

11. E-Tender form is not transferable and the same is to be submitted with digital signatures by the pre-authorized personnel of the vendor, already registered with the site.

12. EARNEST MONEY DEPOSIT: FOR OPEN TENDERS:

12.1 Earnest Money Deposit (EMD) amount shall be mentioned in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in condition No.23 of Important Terms & Conditions of Tender updated latest or as decided by the purchaser under the policy.

12.2 The amount of EMD has been as specified in NIT and in line with condition No.23 of Important Terms & Conditions of Tender.

12.3 In cases where payment of EMD is non-exempted, EMD shall be paid online through the Payment Gateway facility provided on the website. Vendors can remit the Earnest Money Deposit, online using their own valid Debit/Credit card/Internet Banking facility etc., in lieu of cash. Vendors can use the Payment Gateway Option by filling and submitting the required data about amount, Bank, Debit/Credit card details in proper screens subject to conditions as detailed in Para 23 of Important Terms & Conditions of Tender.

12.4 Offers submitted without EMD shall be summarily rejected except for offers by those tenderer(s) who are exempted from payment of EMD (as detailed in Para 23 of **IMPORTANT TERMS & CONDITIONS OF TENDER).**

In exceptional cases, exemption from seeking EMDshall be decided prior to issue of tender and suitably incorporated in tender conditions (NIT).

12.5 All other bid terms and conditions shall be as per Important Terms & Conditions of Tender updated latest.

13.0 Drawings and Specifications:

13.1 Unless Drawings and Specifications as mentioned in the tender schedule/enquiry/offer form are provided with the tender documents or made available on Railways website for downloading by the tenderers, these may be obtained in the manner shown below:

(i) Specification/STR/Drawing of RDSO/ICF/RCF/DLW/CLW/CORE etc. may be obtained from the concerned Approving Agency who have issued these on payment and/or as per terms and conditions of the Approving Agency.

(ii) Drawings & specifications framed by Railways may be obtained from the office of the purchaser i.e. Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001. However, in such cases, the tenderer shall have to:

(a) Tenderers who download the tender documents, have to produce the proof of such download while asking for such drawings and specifications.

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

13.3 Tenderers should note that the Drawings/Specifications etc. as specified in the tender/order are exclusively owned by the Railways hence all the rights for Drawings/Specifications etc. are reserved with Railways. Utilization of the Railways Drawings/Specifications etc. for manufacture and supply outside Railways will be treated as breach of agreement/contract and will attract legal action as per provisions of extant IPR Act amended from time to time.

14 E-Tender Opening:

14.1 No Vendor shall be required to be present in the Railways office for any E-Tender opening Process to know the comparative position. They can obtain totally transparent bid tabulation statement by logging on to the website.

14.2 Railways do not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and unavoidable circumstances hence tenders can be opened even after due date and time also. It shall, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the stipulated due date and time as given in the NIT.

15.0 Documents to be attached/uploaded along with electronic offer by the tenderer :

Scanned copies of all the documents, which are required to be submitted by the tenderer in reference to bid conditions as specified in bid documents i.e., Important Terms & Conditions of Tender shall have to be uploaded, along with their electronic offer.

16 Rate, Taxes and Duties: (GST & SVC as per para 9.0 of SOR) –

16.1 Each vendor shall fill in and submit the Financial Offer Form i.e. Rate form as available with E-tender, encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

16.2 Tenderers shall clearly indicate separately ex-works basic price, unconditional discount if any, packing charges, forwarding charges, the applicable percentage of GST and also specific amount of Freight charges up to destination etc. in the respective field of the Financial Offer Form for each unit tendered. If the tenderer happens to quote a composite rate, due break-up must be given by them showing freight and forwarding charges separately in the field of the Financial Offer Form.

16.3 Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the Tender Schedule. Any deviation in this respect will make the offer liable to be ignored.

16.4 All other terms and conditions shall be as per Important Terms & Conditions of Tender updated latest.

17. The statutory variation clause shall be as detailed in para 9.1 of Important Terms & Conditions of Tender.

SECTION - II
IMPORTANT TERMS & CONDITIONS OF TENDER

1.0 GENERAL INSTRUCTIONS

1.1 On behalf of the President of India, the Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 (hereinafter referred to as the Purchaser), invites E- tenders for the supply as set forth in the "Tender Schedule of Requirements" (Tender SOR) on the IREPS site.

1.2 All the E-Bids in prescribed electronic tender form on the IREPS site should be submitted before the due date and time fixed for the receipt of e bids as set forth in the e-tender.

1.3 The Railway reserves the right of not to invite tenders for any of Railway supply or supplies or to invite open or limited tenders & when tenders are called to accept a tender in whole or in part or reject any tender or all tenders without assigning reasons for any such action.

1.4 The contract, if placed, shall be governed by the latest version of Indian Railways Standard (IRS) Conditions of Contract as supplemented by Conditions of Tender ('Schedule of Requirements') contained in this booklet of this Railway, with latest correction slip if any. This booklet with latest correction slip (if any) & Indian Railways Standard (IRS) Conditions of Contract is available on website www.ireps.gov.in

1.5 The stores, offered should be in accordance with stipulated drawings and specifications in Tender "Schedule of Requirements". The e-bids should comply with the IRS conditions of Contract and Important Terms & Conditions of Tenders ('Schedule of Requirements'). Details of deviations, if any, from tender specification and other conditions should be clearly indicated in deviation statement in IREPS Techno Commercial and Financial Tabulation only. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

1.6 The tenderer may download the e-tender document from the "IREPS website" www.ireps.gov.in where a link is provided to IREPS site. There is Check List for Tenderers (Annexure-10) for the information and guidance of Tenderers.

1.7 Corrigendum:

Purchaser reserves the right to issue any corrigendum to the tender even upto five days prior to the due date of opening of the tender. Tenderers are also advised to check the website for the purpose of submitting their e-bids or revising their e-bids, whether any such corrigendum to the tender has been issued or not.

1.8 SUBMISSION OF E-BIDS:

1.8.1 The firms submitting the e-bid should indicate the details of the digital signatures, name, user id etc of their Authorized representative signing the tender or any other documents connected therewith.

1.8.2 The offers should strictly conform to the tendered description and drawing/ Specification as given in Schedule of Requirements and no samples need be submitted unless so mentioned in tender form.

1.8.3 When samples are required, the same must strictly conform to description, drawing / specification as mentioned. 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 / parameters 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 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. 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 basis" to the same address as mentioned in the tender and arrangements should be made in such a way that they arrive by the scheduled date and opening time of the tender, otherwise, offers are liable to be rejected.

1.8.4 Samples submitted by the tenderers which are of the value of Rs. 100/- or less will not be returned to them. For samples valuing above Rs. 100/- 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 sample will be returned to firms on application who may arrange collection of the same from PCMM Office. Firms on whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per terms & conditions of Purchase Order placed on them.

1.8.5 The tenderers must keep their e-bids valid for acceptance for a minimum period of 90 calendar days from the date of opening of the tender for all types of tenders except in tenders with e-RA wherein minimum validity period of offer shall be 120 calendar days and for M&P and Global Tenders, the minimum validity period of offer shall be 150 calendar days.

In case the tenderer offers validity period less than as stipulated above, the offer shall be treated as unresponsive and is liable to be ignored.If necessary, the purchaser may seek clarification on the offers on matters other than having financial implications by requesting for such information from any of the tenderers as considered necessary. Tenderer(s) will, however, not be permitted to revise rates and any other terms and condition of their offer which may alter substance of the offer, after the tenders have been opened.

1.8.6 All tenderers are advised to indicate their Banker’s name and account number in their offers. This information is needed for the purpose of payment against the contract through cheques, being issued with indication of bank account number etc. to safeguard against misappropriation of cheque. For payment through EFT, tenderers are required to submit the following along with their offer:

(i) Tender to give consent in a mandate form for receipt of payment through EFT / RTGS & must submit the Annexure-9.

(ii) Tenderer to provide the detail of Bank account in line with RBI guidelines for the same. These details will include Bank name, branch name and address, account type, Bank account No. and Bank and branch code as appearing on MICR cheque issued by Bank.

(iii) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in para ii above).

(iv) In case of nonpayment through EFT/RTGS or where EFT/RTGS facility is not available payment will be released through cheque.

2.0 DOWNLOADING OF TENDER DOCUMENTS:

2.1 Tenderers are advised to download tender documents well in advance and submit the tender before the stipulated time. It is the responsibility of the tenderer to check any correction or modifications published subsequently on the website and the same shall be taken into account while submitting the tender. Tenderer shall download corrigendum (if any), printout, sign and attach/upload it with the main tender document. **Tender document not accompanied by published corrigendum/s is liable to be rejected. The Railway will not be responsible for any delays in downloading of tender documents from the internet.**

2.2 If any change/addition/deletion is made by the Tenderer/Contractor in the downloaded document and the same is detected at any stage even after the award of the tender, full earnest money deposit/Security deposit will be forfeited and the contract will be terminated at his/their risk and cost. The tenderer is also liable to be banned from doing business with Railways and/or prosecuted.

3.0 ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS:

3.1 If a tenderer is not registered with Central Railway or is not an approved source for the tendered item, with Central Railway/Other Railways Production Units/CORE/RDSO/ICF/RCF/CLW/DLW etc., he shall provide a satisfactory evidence acceptable to the Purchaser to show that:-

a) He is an established manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
b) He has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution and last three years financial balance sheet / profit & loss statement.
c) He has adequate plant and manufacturing capacity to manufacture the items offered and supply within the delivery schedule offered by him;
d) He has established quality control system and organization to ensure that there is adequate quality control at all stages of the manufacturing process.

3.1.1 For purpose of Para 3.1, the tenderer should additionally upload:-

a. A performance statement as in Annexure-2, giving a list of major supplies effected in the recent past, of the items offered by him, giving details of the purchaser's name and address, contract Number and date, quantity supplied and consignee's certificate/receipt note/Inspection note in support of having executed the contract satisfactorily. While doing so the tenderer should submit self-attested Xerox copy of such documents i.e. Purchase order, Inspection Certificate, Receipt Note etc.

b. A statement indicating details of equipment possessed and skilled manpower employed and quality control measure adopted etc. as in Annexure 3.

3.2 The tenderer shall clearly indicate whether he is registered with PCMM, Central Railway for the quoted item and if so he must quote the registration number along with monetary limit, if any. If the tenderer is a MSE, who is interested in availing themself the benefits/preferential treatment , as applicable under the policy; will upload with the offer, proof of their being registered under Udyam Registration as MSE unit (see para 4.0 below). In case, the tenderer is approved by RDSO/PUs/CORE /ICF/RCF/CLW/DLW etc. for the quoted item, a Photostat copy of the approval must be uploaded with the offer.

3.3 For items reserved for procurement from approved sources:

In case item is reserved to be procured from RDSO/CORE/ICF/RCF/CLW/DLW etc., approved sources, then:

3.3.1 As per the policy of procurement, bulk purchase (Minimum 80% of Net Procurable Quantity) will be made only from Approved Vendors i.e., those vendors appearing in **directory of approved vendors of RDSO, CLW, BLW, PLW, RCF, ICF, MCF and CORE as available on UVAM only shall be considered** for such ordering i.e. Approved Sources (eligible for bulk/regular orders) either before or on the date of tender opening, to manufacture and supply the item. The tenderers are to upload copies of such approval letters along with their offers. The status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.

The quantities to be ordered on approved vendors will be decided considering factors such as past performance, capacity of bidder, delivery requirement in the tender, quantity under procurement, nature of item, outstanding order load etc. and the tender conditions. The tenderers should upload undertaking indicating the **Outstanding order Load** along with their offer in the proforma as per **Annexure-2**.

Developmental Vendors shall be eligible for developmental order of 20% of NPQ in regular tenders. Total quantity to be ordered on developmental sources shall be limited up to 20% of NPQ in regular tenders.

3.3.2 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 vendor list, without any restrictions.

3.3.3 Wherever there is no Approved vendor for an item, in the Vendor list/directories and where tender conditions stipulates bulk ordering on approved sources only, in such cases, the same tender condition would apply for placement of bulk orders to firms not in approved list without any quantity restrictions. However, the quantities to be ordered on such firms will be decided on factors like past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. and the tender conditions in fair, transparent and equitable manner.

3.3.4 The Developmental order can be given up to **20% of Net Procurement Quantity (NPQ)** on un-registered/untried firms whom Railway is prima-facie satisfied that they are capable of executing the order. This 20% quantity will be within the NPQ. However, there may be some cases of procurement of materials where Railways may not be willing to undertake the risk of the failure on the part of the supplier on whom the developmental orders have been placed. In such cases, Railway may go in for increased purchase quantity in consultation with Finance and keeping in view budgetary and other aspects so that 100 percent order could be placed on registered / approved suppliers and quantity not more than 20% of NPQ could be placed as a developmental order outside the NPQ.

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 items 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 tender criteria, such orders shall be treated as bulk orders.

(*) A bidder shall be considered as Indian Supplier if:

(i) The entity is incorporated in India OR

(ii) A majority of its shareholding or effective control of the entity is exercised from India OR

(iii) More than 50% of the value of the item being supplied/quoted has been added in India.

If the tendering firm(s) is not approved by any of the Nodal agency viz.,RDSO/CORE/ICF/RCF/CLW/BLW etc., then it must submit their credential details e.g. Machinery and Plant, Adequate Testing Equipment/Facilities for maintaining quality standards, Quality Assurance Programme, Technical capability, Technical Manpower, adequate capacity, Financial status etc

Additionally, all unapproved tenderers/un-registered/untried firm who wish to participate for developmental orders, must upload attested photocopies of the Supply orders, inspection certificates and receipt notes/certificates related to the maximum quantity of the material under procurement, successfully supplied by them, in the preceding three years to any Zonal Railway/Railways Production Unit/ Central Railway. Such tenderers are to note that non-submission of such documents shall be taken as their not having such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.

3.4 For procurement of items for which no Approved Vendor list has been issued:

3.4.1 In normal circumstances, Regular bulk order(s) of minimum 80% of NPQ shall be placed on the tenderer having 'Relevant past performance' as defined in the following Para 3.4.2. Further, balance quantity upto 20% of the NPQ may be ordered on new sources also, as developmental order(s), on the basis of capacity cum capability of the source as defined in Para 3.5 below.

3.4.2 Relevant Past performance for Regular orders:

i. Regular Bulk Order: Such order(s) will be placed on the manufacturer(s) or its authorized agent. The manufacturer must have satisfactorily executed at least one single purchase order of Zonal Railways/ PUs/ CORE for the tendered item [OR similar items, which shall be defined in the tender document] for a minimum of 20 percent of total tendered quantity during previous three year. This period of three years shall be counted with respect to date of tender closing.

ii. The onus of submission of requisite documents in support of their past credentials such as (i) Receipt Notes/Proof of acceptance of material by consignee and/ OR [ii] Inspection Certificate with self-declaration by the bidder that supply has been accepted by consignee rest with the Bidders. Furnishing of false declaration shall lead to termination of contract besides initiating further punitive actions as per the Law in vogue.

iii. In case, the tenderers do not submit the requisite documents as per Annexure shall be taken as their not having any such past performance and/or capacity, the tender will be decided on the basis of their past supply performance records as available with the Purchaser [if any] and no back reference shall be made in this regard.

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

3.5 "Capacity-cum-Capability" for Developmental order:

Firms who are otherwise not eligible for regular bulk order(s) due to their not meeting with the eligibility conditions mentioned in Para 1.1.1 above can be considered for developmental orders provided they are able to demonstrate their Capacity-cum-Capability to manufacture the tendered item. For this purpose, they should submit along with their offer, documented past performance reports of same or similar items of equivalent rating or equivalent performance parameters, details of M&P, testing facilities, QAP (if available), technical manpower available with them, registration for same/similar item(s) with other Government agencies or PSUs etc. or any other details as may be warranted as per the technical specification and drawing. Such tenderers are to note that non submission of such documents as per Annexure shall be taken as their not having any such past performance and/or capacity, and their offer shall be considered further as per extant rules and no back reference in this regard will be made to them.

4.0 Public Procurement Policy for Goods produced and Services rendered by Micro & Small Enterprises (MSEs):

4.1 There will not be any purchase preference for products and services of CPSE except for preferential purchase policies framed for specific sectors like Micro & Small Enterprises (MSEs) separately as per Government policy framed from time to time. The public procurement policy on MSEs envisages certain benefits/preferential treatment to MSEs for development of appropriate vendors and enhancement of their participation in Government procurement as per guidelines of Govt. of India.

4.2 In order to extend the benefit/preferential treatment to eligible MSEs, the following conditions apply:

(I) (i) MSEs who are interested in availing themselves the benefits/preferential treatment, will upload with their offer, the proof of their being registered under Udyam Registration as MSE unit.

(ii) The benefits of the Policy in respect of a particular item shall be given only to those MSEs which are registered for that item /group under Udyam Registration such that 2/4/5-digit NIC code/Description covers the broad description of the tendered item or the manufacturing process of the tendered item broadly.

(II) The MSEs must also indicate the terminal validity date of their registration.

(III) The benefits/preferential treatment extended to MSEs as per public procurement policy, are as below:

(a) MSEs registered under Udyam Registration with Udyam Registration Certificate, will be exempted from payment of Earnest Money.

(b) Items reserved exclusively for purchase from MSEs, shall continue to be purchased from them only.

(c) For items other than para **(b)** above, following will apply:

(i) In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation, where L1 price is from someone other than a MSE and such MSEs can be together, ordered up to **25%** of the net procurable quantity.

(ii) The sub-target for procurement of goods and services from MSEs owned by Scheduled Castes and Scheduled Tribes (SC/ST) entrepreneur shall be 4% out of the total 25%. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price; the 4% sub-target of procurement earmarked from MSEs owned by SC/ST entrepreneurs, shall be met from other MSEs.

(iii) Minimum 3% reservation shall be provided for MSEs owned by women entrepreneurs within the above 25% reservation.

(IV) For availing the above benefits/preferential treatment, the tenderers are required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc,. failing which, their offer will not be liable for consideration of benefits/preferential treatment extended to MSEs.

(V) Traders and Agents are not eligible to avail the benefits, extended to MSE's under the Public Procurement Policy.

(VI) The 358 items reserved for exclusive purchase from MSEs shall be procured from the manufacturing enterprises. Trading enterprises are not covered under the definition of MSE.

(VII) As per the Gazette of India vide No.1532 dated June 1, 2020, following criteria for classification of Micro, Small and Medium Enterprises have been modified which has come into effect from 01.07.2020:
a) A Micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crores rupees and turnover does not exceed five crores rupees;
b) A Small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crores rupees and turnover does not exceed fifty crores rupees;
c) A Medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crores rupees and turnover does not exceed two hundred and fifty crores rupees.

Note: 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 re-classification, for a period of three years from the date of such upward change. Firms claiming to avail such benefits must submit documentary evidence indicating date of upward re-classification along with the offer.

4.3 Payments to Micro, Small and Medium Enterprises (MSMEs) have to be released within 45 days.

4.4 New criteria for classification of enterprises based on investment and turnover vide Gazette Notification dated 26.06.2020 has been issued by Ministry of Micro, Small and Medium Enterprises. The same, as amended from time to time, is applicable in the tenders. In case, conditions contained in the above notification contradict with any of the tender conditions, conditions contained in the above notification, as amended, will prevail.

5.0 Public Procurement (Preference to Make in India), Order 2017: This order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

5.1 Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

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

5.2 ‘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.

5.3 Definition of Local supplier:

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' 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 that prescribed for Class-II local supplier' under this Order.

Bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local suppliers/Class-II Local suppliers by claiming the services such as Transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc., as local value addition.

5.4 Minimum Local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

5.5 Verification of local content:

b. In cases of procurement for a value in excess of Rs. 10 crores, firms claiming to be a 'Class-I Local Supplier'/ 'Class-II Local Supplier' on the basis of self-certification of "Local Content"; shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage **of local content, in the product offered.**

Note:

(i) In absence of specified certificates, it will be presumed that the local content is less than the stipulated limit and offer will be dealt with accordingly.

(ii) No standard "proforma" for the CA certificate is given; however, bidders must ensure that the CA certificate should contain at least "brief description of the item" and "percentage of local content".

(iii) The expert committee constituted by the Railway administration may independently verify the self-declarations and auditors/accountant's certificates.

5.6 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 Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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 name of debarred bidder/supplier will also be uploaded on IREPS/Railway's website and CPP portal.

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.

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

5.8 Specifications in Tenders and other procurement solicitations:

a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c. 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.

d. Specifying foreign certifications/ unreasonable technical specifications/ brands/models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certificationis 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.

5.9 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. ***This will not be applicable where only foreign source/s is/are approved by RDSO/PUs.***

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II

local suppliers'. In procurement of all goods, services or works, not covered by subpara 5.9 (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.

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

5.10A - Procurement procedure:

(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 specified here under.

(b) In the procurements of goods or works, which are covered by para 5.9 (b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(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 supplier' 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 so on, 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 5.9(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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 supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

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, undertaken by procuring entities.

5.10 B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I 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.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

5.11 In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

5.12 Exemption of small purchases:

Notwithstanding anything contained in paragraph 5.9 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this

Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5.13 Fee for complaints:

Fee for filing a complaint shall be Rs.10,000/-, per case. The complaint shall be filed in the Office of the Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001. The fee shall be deposited with the Chief Cashier, Central Railway, CSMT Mumbai in the form of Demand Draft/ Cash and copy of acknowledgment of DD or Cash Receipt should be submitted to the Purchase officer concerned.

However cash payment should be avoided & internet payment gateway can be made use.

5.14 The decision of the Railway Administration on the complaint will be final and binding.

5.15 Restrictions under Rule 144(xi) of GFR -2017:

(A) Registration clause for bidders from country which shares a land border with India:

i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

ii) '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.

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

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

iv) The beneficial owner for the purpose of (iii) above will be as under:

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

Explanation—

a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. 'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under '1' or '2' or '3' above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

(B) (i) All the bidders shall submit the following certificate regarding their compliance with this Order as below. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

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

ii) If the bidder fails to give such declaration as given in para 5.15 (B) (i) along with the tender than it will be presumed that the contents of above declaration have been read and unconditionally agreed and accepted by the tenderer. If the tenderer(s) are not agreeable to this declaration, they have to categorically mention about the disagreement in Techno Commercial Deviation.

6.0 Preference to Domestically Manufactured Electronic Products (DMEP) in Government procurement: Ministry of Electronics and Information Technology (MeitY) is the Nodal Ministry for product category of IT and Electronics (including softwares). The Ministry of Electronics and Information Technology in furtherance of the Public Procurement (Preference to Make in India) Order 2017 and in supercession of the policy for providing Preference to Domestically Manufactured Electronic Products (DMEP) in Government procurement has issued Office Memorandum No.33(1)/2017-IPHW dt.26.10.2017 circulated under Rly Board's Letter No.2011/RS(G)/779/9 dt.06.12.2017. The O.M notifies that preference shall be provided by all procuring entities to DMEPs as notified vide MeitY's O.M dt.26.10.2017 wherein list of Electronic products notified under the Public Procurement (Preference to Make in India) Order 2017.Updated latest.

7.0 EVALUATION CRITERIA OF OFFERS/CRITERIA FOR INTER-SE RANKING OF OFFERS:

(i) Tender will be decided strictly as per the rates quoted in e-financial bid column.

(ii) The offer shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter-se ranking. Inter-se ranking of offers will be determined on the total unit rate basis which will include basic rate/per unit, unconditional discount, statutory taxes & duties (i.e, GST), packing/forwarding charges/freight, Insurance and any other charges quoted by the tenderer. In case of offers with PV clause, the quoted rate shall be updated to a common base date/rate for such assessments. Vendors must quote with clear PVC formula as given in the tender schedule, by giving base date/rates as will be applicable for updating their basic rates with such PVC formula.

(iii) Criteria for evaluation of inter-se position of bidders shall be item-wise & consignee-wise as per total unit rate i.e, all inclusive rate per unit, unless some other evaluation criteria is specifically mentioned in the tender schedule. Normally Central Railway will prefer to take delivery of materials at the place of respective consignee as specified in bid conditions. However, in exceptional circumstances, Central Railway may consider delivery of materials at other consignees also as indicated in the bid schedule.

(iv) **Offer received with discounts shall be evaluated as under:**

(a) Conditional discounts attached to early payment and early receipt note shall not be considered and such offers shall be ignored. Railways will avail the discounts linked to early payment, early receipt notes etc., if otherwise firms offer is found to be technically acceptable and considered for placement of order

(b) Conditional discount attached to quantity, if any is to be submitted as alternate offer and tenderer should submit multiple alternate offers in such cases.

(c) Railways may avail of the discounts linked to quantity if otherwise firm's offer is found to be suitable for placement of contract.

(v) Tenderers are advised to refer to important note under Para 9 of 'Instructions to tenderers' for filling up of rates, taxes, duties, freight charges and other levies in the financial offer form.

(vi) The firms should submit alongwith their offer, a scanned copy of documentary evidence for claiming in-put tax credit under GST, for the tendered item. Tenderers must clearly indicate the exact amount/percentage of GST and taxes extra if applicable claimed, in the appropriate input box on the Financial Offer Form and should not use ambiguous words such as "as applicable", in the financial bid.

(vii) There is no provision for quoting concessional GST rate linked with the turn over. Tenderer shall quote exact GST rate and evaluation of inter-se-position shall be decided considering the GST rate quoted in E-bid. However, in case of misclassification of GST Rates for the tendered item by firm in their offer, the extra expenditure on account of GST will be borne by firm and benefits under SVC will not be applicable in case of misclassification. However, while placing order, the Purchaser reserves the right to incorporate the GST rate which is lower, in the Purchase order.

(viii) The prices quoted shall be firm, unless otherwise permitted to quote with a specified Price variation clause only. The tenderer shall indicate price on free delivery to destination basis, which shall include all state and central taxes (GST) & all charges for packing, forwarding etc. In addition, a complete break-up showing ex-factory price/GST etc shall also be required to be given by the tenderer.

(ix) The tenders will be evaluated by the Purchaser on free delivery to destination basis, to ascertain the best and lowest acceptable tender, as specified in the specification and tender documents. In case of multi items or single item with multi consignee, the inter se ranking of offers will be decided separately for the individual item and for each consignee.

(x) Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any grounds whatsoever.

(xi) Indigenous Tenderers should quote only in Indian Rupees. However, offers quoted in foreign currencies shall be evaluated as per extant guidelines on the matter.

(xii) Payment of GST/Taxes will be against documentary evidence only.

8.0 OFFER BY FAX: (For Manual Tenders and Negotiated offers)

8.1 Offers received through FAX will be considered in case of procurement of items through Proprietary Article Certificate and Single Tender only, subject to the firm, submitting post confirmation copy on their letter head duly signed by the authorized person within ten (10) working days from the date of opening of the tender.

8.2 For Bulletin, Limited and Advertised/Open tender offers received through FAX and found in the tender box at the time of opening of Tenders and complete in all respects and duly signed by the authorized signatory should be treated as in time offer subject to the firm/firms submitting post confirmation copy duly signed by the authorized person as per the tender conditions within ten (10) working days from the date of opening and in case of offers received from foreign firms against Global Tenders, the confirmation copy should be submitted within twenty-one (21) days.

8.3 All other offers received by FAX not covered in Para 8.1 and 8.2 above shall be treated as invalid. The offers received by FAX as covered in Para 8.2 above shall be deemed as unresponsive in case, the confirmation copy is not received within the time stipulated in the para above.

8.4 No purchase order shall be issued against the FAX offers without receipt of the confirmation copy of the same.

8.5 It shall be the sole responsibility of the tenderers to ensure that the offers submitted by FAX are dropped in appropriate tender box in sealed cover/covers and within the prescribed time and date. The Railways shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.

9.0 Conditions for GST compliance:

(i) All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per the GST Law. Firms must indicate its GST registration number along with their offer.

(ii) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, The Railway shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned tax authority.

(iii) The firm should indicate the tariff code for claiming GST for the tendered item.

(iv) The offer 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 HSN number and

corresponding GST rate, also considering the latest amendment(s) issued if any, from time to time. The Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate, if quoted by the bidder

(v) 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.

(vi) Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by higher tax bill as per invoice to match the All Inclusive Price as mentioned in the Purchase order.

(vii) 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.

(viii) *As per the Anti profiteering measures section 171 of the GST, it is mandatory to pass on the benefit due to the reduction in tax rate or from input tax credit to the purchaser, through proportionate reduction in prices. The main objective of this move is to protect the consumers from inflation after the implementation of GST regime.*

(ix) The tenderers in their bids shall indicate the details of their Jurisdictional Assessing Officers (Designation, address & email id).

9.1Statutory Variation Clause:

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

10.0 DISCREPANT RATES For (Manual) Tenders only:

In case the tenderer quotes a discrepant or mismatching basic rate, GST or freight in their offer at different places like in the Railway's printed format of schedule of requirement and on their own letter-head, it may be noted by the tenderers that such offers will be considered as invalid and not considered. However, if it is decided to consider such offer in exceptional circumstances at the discretion of the Railway Administration, only the highest discrepant rate, quoted by the tenderer will be considered while evaluating the offers. However, if such tenderer is still lowest and is considered for placement of purchase order, the P.O will be placed at the lowest discrepant rate quoted by the tenderer. Hence, the tenderers must ensure submission of offers free from such discrepancies.

10.1 DISCREPANT RATES (IREPS):

Rates quoted at financial bid only will be considered for inter-se ranking and further deciding the tender. In case the tenderer quotes discrepant or mismatching basic rates, GST or freight in the remarks column or in their bid document or any annexure attached to the bid document such offers will not be considered for inter-se ranking or for deciding the tender. However, if such rates are on lower side /financially advantageous to Railways, the same will be considered for placing the contracts.

11.0 Production capacity & past performance:

i) The tenderer should indicate their total monthly / annual production capacity of the tendered /similar items duly indicating the number of purchase orders (as received from government unit/PSU/Zonal Railways etc.) pending with them for tendered or similar item (i.e. which are yet to be executed by them).

ii) The tenderer should also furnish full details of such pending order (i.e. for tendered or similar items as received from PSU /other government units/Zonal Railway with their offer i.e. PO number, brief description of item, order quantity, contractual delivery period, value of purchase order, quantity supplied and quantity due etc.

iii) The tenderer should also furnish detailed information with respect to their past performance as per instructions to tenderers i.e. Annexure-2.

12.0 Deviation Statement:

(i) Tenderer should note that if any column/field is left blank either inTechno-Commercial Offer Form or Financial Offer Form by them in Electronic Tender SOR, etc, both in respect of technical as well as commercial matters, then it will be treated as NIL deviation and thereafter no change in those parameters will be accepted/permitted.

(ii) The tenderer's digital signatures on the E -tender form shall be considered as their confirmation that they have read and accepted all terms & conditions as laid- down in the Electronic Tender Documents referred in the instructions to tenderers for E-tendering as well as Tender schedule of requirements consisting of techno-commercial offer form (including special conditions attached to E-tender) and financial offer form, unless specific deviation is quoted in the techno-commercial offer form.

13.0 Negotiations:

When in a tender, it is decided to conduct 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."

13.1 Provision exists in the IREPS for submission of negotiated offer online. The tenderer can thus alternatively submit their offer using the link provided to them in IREPS Login when resorted to negotiation by Railways, for submission of his 'Negotiated offer' online.

14.0 Supply of Material, Type of contract & Delivery Schedule:

(I) As per IRS conditions of contract para 1501, the contractor shall perform the contract in all respects in accordance with the terms & conditions thereof. The stores & every constituent part thereof, whether in possession or control of the contractor, his agents or servants and the purchaser, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated date or destination or so provided in the acceptance of tender until their delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, damage, destruction or deterioration of or to the stores from any cause whatsoever, while the stores after approval by the Inspecting officer are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee or as, the case may be, interim consignee. The contractor alone shall be responsible to make a claim against Railway Administration or other carrier in respect on non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of goods entrusted to such Carrier by the contractor for transmission to the consignee or interim consignee as the case may be.

(II) The tenderer should note that as contract shall be entered into on severable contract basis only & therefore the PO will also be issued on severable contract basis with delivery of specific units of material shall be completed within each month or within specified period duly taking into account our delivery requirement as mentioned in Para (I) of Tender SOR as above. It shall not be on an entire contract basis, Therefore the tenderer, should take note of the same.

(III) The tenderer/supplier should note that failure on part of supplier to complete supplies of each installment within specified period or within specified date as indicated in PO (which will be placed only on severable contract basis with separate delivery period for each installment), shall be treated as a breach of contract on part of supplier & in such situation Purchaser shall have all rights to take all necessary penal actions (for that installment quantity whose delivery period expired but supplies not made by the supplier) against the supplier as per terms and conditions of the contract.

(IV) The delivery schedule will be staggered as per requirement. Railway will indicate date-wise/ monthly /quarterly delivery schedule in the purchase orders by which the supply should be completed by the supplier.

Penalty for Delays in Supplies during delivery period: In case of failure on the part of supplier to arrange supplies as per the delivery schedule instalments fixed in advance, save Force Majeure conditions or delays attributable to purchaser, the purchaser reserves the right to levy liquidated damages which shall be levied as per Para 15 of IMPORTANT TERMS & CONDITIONS OF TENDER for the delayed quantities, which have remained unsupplied for that period.

15.0 LIQUIDATED DAMAGES:

15.1 In cases of delays of contractual delivery full LD will be levied as per IRS conditions of contract and being a contractual provision no request for LD waival will be considered, notwithstanding any past instances of such waiver or levy of token LD.

15.2 Railway shall recover from the contractor as agreed Liquidated Damages (LD) and not by way of penalty, a sum equivalent to 1/2 (half) percent of the price of any goods(including element of taxes, duties, freight etc.,) which, the contractor has failed to deliver within the period fixed for delivery in the contract for each week or part of a week during which the delivery of such goods may be in arrears where delivery thereof is accepted after expiry of the aforesaid period

15.3 Upper limit for recovery of LD in supply contracts will be 10% (Ten percent) of the value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract.

16.0 CARTEL FORMATION:

16.1 Wherever all or most of the approved firms quote equal & identical rates and conditions and cartel Formation is reasonably suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.

16.2 Approved firms are expected to quote for a quantity not less than 50% of Tendered quantity. Offers for less than 50% of Tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. Railways, however, reserve the right to order on one or more firm any quantity.

16.3 The firms who quote in cartel are warned that their names are likely to be deleted from list of approved sources.

16.4 The present policy of distribution of ordering quantities on approved sources and new sources, based on the status of approval, on the date of Tender opening will be followed in normal circumstance.

16.5 Whenever tender is floated with purchase restriction from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendor list, without any restrictions.

16.6 In the event of the offers confirming to any aspect of the definition of cartel mentioned in "The Competition Act 2002 (12 of 2003)", in addition to the existing remedies, the purchaser also reserves the right to refer the matter to the Competition Commission of India (CCI), which is statutory body constituted under "The Competition Act 2002 (12 of 2003)", for providing necessary relief to the purchaser who represent Central Government organization serving the public. In addition, the purchaser also draws attention of the Tenderers to chapter VI of the "The Competition Act 2002 (12 of 2003)" which deals with penalties. This will be in addition to other rights and remedies available to the Railway Administration under the Contract and Law.

17.0 SPLITTING OF TENDERED QUANTITY:

17.1 Case of no prior decision to split the order quantity:-

17.1.1 Normally full order will be placed on L1 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 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

17.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 17.2.2 below.

17.2 Case of pre-decided split ordering:

17.2.1 Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capacity of bidders, quantity under procurement and vital/safety nature of items.

17.2.2 Following provisions shall be applicable in all such cases of pre-decided split ordering:-

(A) 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 the inter-se position of the 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.

(B) 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 orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below:

Price differential between L1 & L2	**Quantity distribution ratio between L1 & L2**
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	Atleast 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA should decide.

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

(i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

(ii) When price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity) - say firm "A" – as obtained at the time of tender opening.

B(I) If splitting of quantity is required to be done by ordering on the tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equitybased extrapolation of the model as indicated in the above para.

17.3 Ordering on developmental sources shall not construe splitting of procurable quantity.

17.4 For cases where the Railways/PUs have entered into ToT/JV agreements, the following clause should be stipulated in the tender conditions:

As the Railways have 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 such as detailed in para 17.2.2(B) shall apply with exception that the aspect of 'per-se reasonability' will not be applicable.

17.5 In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc., of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

18.0 Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the Central Railway or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner be employed in Gazetted capacity in Stores Department of Central Railway, the

authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender is liable to be rejected, or if such fact subsequently comes to light the contract may be rescinded.

19.0 Tenderers should specify the names of vendors from whom he intends to procure Raw Material / Component used in his offered product.

20.0 Firms who are traders are required to indicate name & address of manufacturer works and upload the tender specific authorization letter from their manufacturer on their letterhead along with the tender in the Proforma as in Annexure-6. The material supplied by the traders will be inspected at their Manufacturer premises by the inspecting agency before supply.

21.0 The manufactures participating directly in tender shall upload the complete registration certificate, alongwith its annexures of their being MSE, registered with any of the agencies mentioned in the notification of Ministry of MSME, (see para 4.0) along with offer. The firm who are traders are required to upload the MSE registration certificate of their principal and authorization letter from their principal manufacturer on their letter head along with the tender in Proforma as in Annexure-6. Also the item supplied by the trader shall be inspected at the manufacture's premises by the inspecting agency before supply. The offers received from traders, not complying these conditions, are liable to be rejected.

22.0 Consideration of Indian agent on behalf of the Principal/OEM:

(i) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(ii) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

(iii) Purchaser if it so requires, may enlist Indian Agents who desire to quote directly on behalf of their Foreign Principals.(Amendment to Rule 152 of GFR 2017)

(iv) The authorized agent's/distributor's price will not exceed the price at which the manufacturer would have quoted. (DLW)

(v) The amount of agency commission payable to the Indian agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer.

(vi) The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e., M/s……. (i.e. the Contractor) in terms of Agency Agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

23.0 Earnest Money Deposit (EMD) for Stores Tenders: In cases where payment of EMD is non-exempted, EMD shall be paid online through the Payment Gateway facility provided on the website. Vendors can remit the Earnest Money Deposit, online using their own valid Debit/Credit card/Internet banking facility etc., in lieu of cash. Vendors can use the Payment Gateway Option by filling and submitting the required data about amount, Bank, Debit/Credit card details in proper screens.

Regarding EMD the tenderer should comply the following instructions:

23.1 There shall be no exemption from submission of EMD for any tender or by any tenderer, except the following:

(a) EMD shall normally not be called against tenders with estimated value up to Rs 25 lakhs (single, limited or open including global limited tenders). However, if considered necessary, tender issuing authority may call for EMD @ 2% of the estimated value of the tender, even in such tenders, on case-to-case basis.
(b) Micro and Small Enterprises (MSEs) registered for the tendered item.
(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.
(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, for those specific items for which they are on approved list, subject to approval status being valid on the date of tender closing.
(h) Vendors registered with Railways for supply of medicine, medical equipments 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.

Note:Authorized agent quoting on behalf of a manufacturer shall not be exempted from remitting EMD, owing to any of the above exemptions as at Para 23.1 (a) to (i).

23.2

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 Max. Rs. 20 lakh.
Above Rs. 50 cr.	Rs 50 lakh.

23.3 Manual payment option will be available to foreign firms (and Indian firms) in Global tenders, for depositing EMD amount as under, if online Payment Gateway facility is not enabled in IREPS:-

The earnest money should be deposited either in cash with Chief Cashier, Central Railway, Mumbai CSMT or Divisional Pay Master, creditable to "Deposit Misc. Account Stores", or submitted along with the tender in any of the following forms:-

Fixed deposit receipts, Call deposit receipts, Pay orders, Demand drafts of Nationalized Banks/ SBI/Scheduled Banks of India approved by RBI, drawn in favour of PCMM, Central Railway, Mumbai CSMT or through Bank guarantee from any Nationalized Banks/ SBI/ Scheduled Bank in the prescribed form as per Annexure 4.

23.4 No interest shall be payable on the Earnest Money

23.5 Exemptions from depositing EMD by tenderers will be applicable for procurement of goods including safety items but excluding M&P, irrespective of
type of tenders".

23.5 (i) Vendors, exempted from submitting EMD, as per para 23.1 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure -11 to the Important Terms & Conditions of Tender updated latest.

(ii) There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.

(iii) This para shall not be applicable for Govt. Departments/ordinance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.

23.6 Automatic Release of EMD through system, wherever due, in cases where EMD is paid online, through Payment Gateway facility provided on the website:

EMD shall be refunded when any one of the following conditions is satisfied:
(a) After finalization of tender, to the unsuccessful bidder.

(b) If validity of offer expires and validity extension is not sought.

(c) Validity of offer expires and bidder refuses to extend validity of offer.

(d) After finalization of the tender, when successful bidder submits required SD.

23.7 The purchaser reserves the right to forfeit the earnest money deposit; (a) If the Tenderer withdraws or revises the offer within the validity of offer, (b) if the tenderer fails to deposit security money, as demanded by Railways, within the prescribed period of 21 days from the date of communication of acceptance, by the purchaser.

23.8 EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of offer, he shall also extend the validity of EMD suitably.

23.9 Neither the standing deposit, if any lodged with this Railway nor will any other deposit against any other tender be accepted as earnest money for the purpose of this tender.

23.10 In cases of refund / return of earnest money to the unsuccessful tenderers in Global tenders, (where depositing EMD in foreign currency is allowed), there will be no reconversion of the EMD amount at the exchange rate prevailing on the date of refund**.**

23.11 Offers submitted without EMD shall be summarily rejected.

24.0 Security Deposit (SD)/Performance Security for Stores Contracts except M&P:

Regarding Security Deposit the tenderers should comply with the following instructions:

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

(a) The Store contract cases of value up to Rs 25 (Twenty-Five) 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 shall be exempted from SD for orders valued up to their monetary limit of registration.
(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, for those specific items for which they are on approved list subject to approval status being valid on the date of tender closing.
(h)Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

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

24.2 The usual security deposit, will however be taken, in case the contracts are placed on unregistered/unapproved firms or for items for which a particular firm is not registered/approved.

24.3

Contract value	**SD (rounded off to nearest higher Rs. 10 (ten)**
Above Rs. 25 lakh and Upto Rs 50 cr.	@5% of contract value subject to Max. Rs, 50 lakh.
Above Rs. 50 cr.	Rs. 1 cr.

24.3.1 Railways are permitted to raise the upper ceiling of SD, upto 5% of the contract value in high value cases.

24.4 Unless otherwise specified in the tender document, Security Deposit should remain valid for a minimum period of 60 days beyond the date of completion of all the contractual obligations of the supplier, including warranty obligations by the supplier, preferably, with quarter ending validity viz., 31stMarch, 30th June, 30th September, 31st December of the calendar year. All efforts will be made to return the Security Deposit to the successful supplier within 60 days of the completion of the contractual obligations.

24.5 The successful tenderer/s shall have to deposit SD within 21 days from the date of communication of acceptance, by the purchaser; with Chief Cashier, Central Railway, Mumbai CSMT, in cash or by furnishing a demand draft or in form of fixed deposit receipt issued by a Nationalized Banks/SBI/Scheduled bank, approved by RBI, drawn in favour of PFA, Mumbai CSMT, as per details given below as security for satisfactory fulfilment of the contract. The Security deposit can also be made in the shape of Guarantee Bond executed by a Nationalized Banks/SBI/Scheduled bank as per Annexure 5.

In exceptional cases, exemption from seeking SD shall be decided prior to issue of tender (including global tenders) and suitably incorporated in the tender condition (NIT).

24.6 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 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.

24.7 Wherever SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly.

24.8 When security is deposited in cash or by demand draft with Chief Cashier, Central Railway CSMT, the cash receipt granted by him should be sent to the Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT–400001.

24.9 Registered firms shall however, furnish security deposit for orders beyond the monetary limit of registration and also for items for which they are not registered.

24.10 In case of failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot.

24.11 The refund of security deposit becomes due when the contract is satisfactorily completed in accordance with terms & conditions of the contract. Purchaser's decision in this regard shall be final and binding on the supplier. No interest shall be payable on the Security Deposit.

24.12: If the contractor during the currency of the Contract fails to maintain the requisite security deposit, it shall be lawful for the purchaser at its discretion:

(a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/default, or

(b) without terminating the Contract:

(i) to recover from then 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 howsoever, or

(ii) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/default.

24.13 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.

25.0 Bank Guarantees (BGs):

In case Bank Guarantee is submitted by suppliers/ contractors, the same should be in the proper prescribed format for Bank Guarantee (Annexure-5) and should be sent

directly to Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT– 400001 by the issuing bank under registered post AD.

26.0 Inspection clause:

The tenderer should note that the supplier shall have to give a written communication of each inspection call to the concerned inspecting agency e.g. RITES/ RDSO/CR well before the expiry of contractual DP duly taking into account the transit time needed to reach the material finally at site as per terms and conditions of purchase order. Thus the inspection call should not be made at the fag end of delivery period in terms of IRS conditions of contract. Also the copy of each inspection call of materials must be sent by the supplier to the ultimate consignee & PCMM/CR both by E-mail & fax (or through Speed post where E-mail/fax is not available).

26.1 For P.O value above Rs.**5 lakh**, pre-inspection by RITES/RDSO/DQA/The Coal Controller/CFRI-Dhanbad/Centralized Approving Agency etc. is mandatory otherwise the tender is liable to be passed over. Exception to this will be decided on the merit of the case.

26.2 In special cases (to be indicated by the indentor) where the inspection involves technical expertise or facility that is ordinarily not available with the consignee, 'RITES/RDSO' inspection may be insisted upon, even if the value of purchase order does not exceed Rs.5 lakh. This condition should be stipulated in the Purchase order.

26.3 Material peculiar to Railways such as parts and fittings of rolling stock except raw material, which have been found rejected during inspection and which could not be rectified, are to be defaced by the inspecting authority to avoid recycling of such rejected material and to avoid ultimate failures of assets. All such rejected materials peculiar to Railways will be mechanically defaced to prevent sale to Railways again.

26.4 Charges for Inspection:

A(i) Failure to offer material for inspection:

(a) Before the visit of Inspecting Engineer (IE): 50% of inspection charges upto max. Rs.11000/-

(b) After visit of IE: Twice the charge payable in '(a)' above.

A(ii) Material has to be re-inspected due to rejection of material at firm's premises: 100% inspection charge + actual test charge.

A(iii) Material has to be re-inspected due to non-dispatch:
100% inspection charge + actual test charge.

A(iv) Wherever testing requires to be done by the inspecting agency (e.g. RITES) outside the manufacturer's premises (as per IRS Condition of Contract 1303 &1304) all testing will be done by inspecting agency (e.g. RITES) either in its own lab/labs approved by it or in NABL accredited lab.

26.5 For authorized dealers/agents, the inspection will be done at the manufacturers premises only. Manufacturer's Test and Guarantee certificate shall be submitted with each lot of supply.

26.6 All articles ordered are subject to inspection, test and approval by an officer of this Railway, irrespective of any other inspection indicated in the Purchase order. Supplies not in accordance with the order will be rejected and the Principal Chief Materials Manager will be at liberty to cancel the order and re-purchase at the risk and cost of the defaulting firm. Cost of test of supplies rejected will be recovered from suppliers. The test report of the Railway will be final and binding on the Contractor.

26.7 Only the manufacturers should quote and if they intend to quote through RIDs/Agents, authorization by the firm should be on case to case basis i.e., tender specific, as per the proforma attached as Annexure -6.

26.8 For the purchase orders placed on traders/agents for the items, peculiar to the Railways, traders/agents should indicate the source of supply and inspection to be carried out at manufacturer's premises, to ensure genuineness of quality of material. In case of items such as bearings, where inspection may be required to be carried out at RIDs/Agent's premises, the manufacturer shall also associate during the inspection, to ensure genuineness of quality of material.

26.9 'Where the work order is placed directly on an ISI certified manufacturer, the material can be accepted on firm's WTC and in such cases, there will be no need for any 3rd party inspection for ISI marked product from ISI certified manufacturer and the inspection clause will indicate "acceptance on firm's WTC."

26.10 The tenderers to specifically note that:-
In cases where only a portion of the stores ordered is offered for inspection at the fag of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores offered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not offered for inspection within the delivery period fixed in the contract at the risk and expense of the Contractor without any further reference to him. If the stores offered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores offered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

(a) The purchaser has the right to recover from the contractor under the provisions of clause 0702 (a) of I.R.S. Conditions of contract, liquidated damages or the difference in rate if the same material is purchased at a cheaper rate (with the consent of the firm) - whichever is higher, on the stores which the contractor has failed to deliver within the period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in Contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

(c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of delivery stipulated in the Contract shall be admissible on such of the said stores that are delivered after the expiry of the delivery period stipulated in the Contract.

(d) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other ground as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the contract.

26.11 The contractor shall not dispatch / deliver the stores till such an extension in terms of para 26.10 (a) to (d) above is granted by the Purchaser & accepted by the contractor. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the purchaser and the same are accepted by the consignee, the

acceptance of the stores shall be deemed to subject to conditions of para 26.10 (a) to (d) above.

26.12 In case where the entire quantity has been tendered for inspection within the delivery period stipulated in the contract and the purchaser choose to grant an extension of the delivery period, the same would be subject to the conditions of para 26.10 (a) to (d) above.

27.0 DELIVERY TERMS/DELIVERY PERIOD:

27.1 Tenderers should invariably quote firm delivery period as stipulated in the tender schedule. The firms may note that their offers may likely to be ignored or may not be considered for placement of order if their offered Delivery period is in variation, from Delivery Period as specified in tender schedule. Thus, while quoting the DP, this aspect may be kept in view by the tenderer.

27.2 In the case of "ex-stock" offers, the dispatch of stores is to be effected within 7 days of the receipt of order. However, wherever the stores are subject to inspection by RITES/RDSO etc. before dispatch, extra time of 3 weeks will be allowed to cover time in inspection.

27.3 In case of local delivery/ outstation dispatches sent by lorry, the date on which materials are actually received/ delivered to consignee will be taken as date of delivery. In all other cases, clause 0600 of the IRS Conditions of Contract will have the over-riding effect or as specified in the contract.

27.4 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 / period 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.

27.5 Delivery quoted should conform to the specified delivery in the Tender Schedule and should not be vague like “as per your requirements” or indefinite like “2 to 12 months”. It should clearly mention starting time, quarterly rate of supply and finishing time. OFFERS WITH DELIVERIES NOT AS PER THIS CLAUSE ARE LIKELY TO BE IGNORED.

27.6 Firms are expected to quote free at consignee’s premises meaning freight charges are to be borne by them. In case firm wishes to claim freight charges, freight element (by Road/Rail) must be indicated separately for each consignee in the financial bid.

27.7 Materials should be dispatched preferably by Road Transport/Personnel Courier Service (wherever feasible). Offers of firms, quoting movement of material by Rail in wagon, as small, at Goods Tariff Rates, are liable to be ignored.

Offers of dispatches by Passenger Train through Parcel Way Bill (i.e., P.W.B) may be agreed to provided tenderers ensure that materials to reach the end consignee through direct trains within 10 days from the date of booking.

However, tenderers note that in case of booking by Railway Transport through Passenger Train i.e., 90%, 95%, 98% payment against proof of dispatch and Inspection certificate is not acceptable and payment shall only be made on receipt and acceptance of material i.e., against RO. Only in case of material booked by Road or by Personnel

Courier Service, 95% payment may be agreed against Receipted Challan signed by Gazetted Officer and Inspection Certificate by RITES/RDSO/DOI etc.

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

27.9 It shall also be entire responsibility of supplier to arrange truck /trailer etc. at their end for dispatches of materials by road and CR shall not provide any assistance in this matter and no delay on part of the supplier on this account w.r.t. delivery of material shall be considered as a valid reason to extend the contractual DP / waive penalty etc. by the purchaser.

27.10 Tenderers are advised to quote for direct deliveries to consignees. In case of multiple consignees offers with Single point of delivery will not be considered and are liable to be rejected.

27.11 It will be the Endeavour of the Railways to make payments as per extant statutes to firms, from the date of receipt of bills, complete in all respects & submitted along with all the relevant/ required documents including Modification Advice (if any), required for passing of the bills.

27.12 No re-scheduling/re-fixation of Delivery Period will be granted, on account of delay in settlement of previous payments, due to the firm. Firm has to ensure supply of materials as per the delivery schedule given in the Purchase order.

27.13 The delivery period in Store Procurement cases shall be reckoned from the date of issue of Advance PO/Letter of Advance Acceptance/Letter of Acceptance.

28.0 Electronic Way Bill/Road permit/Octroi Exemption Certificate:

Every registered firm/person under GST shall, before commencement of movement of goods, furnish information relating to the said goods, in the relevant form of GST, by way of generation of Electronic Way Bill. The validity period of the Electronic Way Bill and the corresponding distance, the documents required etc., will be governed under GST Law amended from time to time. The Electronic Way Bill will be provided as above as and when implemented and enabled for Purchaser/Consignee under GST Law.

Attention of prospective suppliers is being drawn to IRS condition no. 2101 of Conditions of Contract in respect of Road delivery. The Purchaser will not bear any Octroi charges and if required will issue Octroi Exemption Certificate only. In the event of Octroi Exemption Certificate not being honored by the concerned municipal authority and Octroi charges become payable, the supplier will have to bear the same.

All the requirements for E-way bills as envisaged in the CGST Act 2017 as amended from time to time to be complied by the suppliers.

29.0 Intimation regarding dispatch of material:

The tenderer should note that the supplier shall have to give a written intimation either at the time of making dispatches or immediately after the dispatches of material (i.e. preferably within 48 hours of dispatch of materials) duly indicating PO's reference, brief description of item, its quantity, truck/trailer no., name and mobile no. of carrier's driver (if available) to the ultimate consignee, by fax & E-mail (where E-mail /fax is not available communication for such matter must be made by speed post), so that the ultimate consignee can make necessary arrangement for unloading the material at site.

29.1 Progress report:

i) The tenderer should note that the supplier after getting the purchase order, shall have to furnish details of dispatches made during each month to the ultimate consignee & Purchase officer signing the contract, both by E-mail & fax (or through Speed post where E-mail/fax is not available) and such information should be sent positively within last week of each month, so that proper planning of materials may be done by Purchase officer signing the contract.

ii) In addition, the supplier shall have to intimate in writing their next two months programme of likely dispatches positively within last week of each month with full details i.e. quantity likely to be manufactured and going to put up for inspection etc. duly indicating PO number, brief description of items, approximate quantity, etc., to the ultimate consignee, & Purchase officer signing the contract, both by E-mail & fax (or through Speed post where E-mail/fax is not available).

Tenderer should note that, failure to comply above instructions by the supplier after receipt of PO (as these condition will also be part of the contract) will be considered as adverse performance of the firm by Central Railway.

30.0 PACKING CONDITIONS:

Material should be provided with standard packing, which can withstand transit damage, handling and proper storage.

31.0 Guarantee/Warranty:

Warranty/Guarantee clauses as per IRS Conditions of Contract or as specified in tender schedule are applicable.

31.1 Digitization of Warranty Management System: Handling of Warranty Rejections will be dealt as per Railway Board Letter No.2022/RS(G)/779/7 dated 17.10.2022 which is attached as Annexure 12

32.0 Price Variation Clause (PVC):

(i) Wherever no **Price Variation Clause** is specified in the tender, the tenderer(s) must submit their offers/bids on Fixed Price Basis only i.e., the quoted prices should be FIRM and not subject to any variation, otherwise the offer shall be summarily rejected. Ambiguous remarks quoted, such as, “Price Variation Clause applicable”, will not be acceptable and such offers will also be summarily rejected.

(ii) There may be cases of procurement of stores, wherein the Schedule of Requirement will indicate the Price Variation Formula. Tenderers are advised to quote as per specific Price Variation (PV) Formulae and Base Date for Raw Material Prices/Indices as given in the Schedule of Requirement. Offers with deviation in the PV formula and/or Base Date of price(s) of input raw material(s)/ indices will be summarily rejected. Offers from bidders quoting with FIRM price where tender incorporates pre-defined PVC will also be summarily rejected.

33.0 Price Variation Clause (PVC)for Lead Acid Batteries:

Tenderers should quote their rates based on PVC base rate for lead of M/s HZL considering all the discounts/rebates availed from M/s HZL. In case any of the tenderers quoting the Lead base rate without considering the discounts, the contract if considered, will be placed with base rate as, considering all discounts/rebates only.

34.0 PAYMENT TERMS:

The standard payment terms subject to recoveries, if any, under the liquidated damages clause in the IRS Conditions of Contract will be as under: -

34.1 Payment for the Stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.

34.2 Tenderers should note that standard payment terms are 100% payment after Receipt and acceptance of material at consignee's end, irrespective of pre-inspection by any agency.

34.3 As per standard payment terms, 95 % payment shall be made against inspection certificate issued by the nominated inspection agency as specified in the contract with receipted delivery challan certified by gazetted officer at consignee end and balance 5%, payment will be made after receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.

34.4 However, in deserving cases only, 98% + 2% payment can also be considered within the framework of extant rules and procedures.

34.5 Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract:

(i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form (detailed in para 34.8 below) and submitted in duplicate to the Principal Financial Adviser, Stores Accounts Branch, Central Railway, Mumbai CSMT or Paying Authority mentioned in the contract.

(ii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of dispatch / delivery etc. as per terms of the contract to the Principal Financial Adviser / Stores Account Branch, Central Railway, Mumbai CSMT or Paying Authority mentioned in the contract, endorsing a copy of the forwarding letter to the Principal Chief Materials Manager as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

34.6 For materials supplied against orders placed for direct dispatch to the consignee on the Railway on non-stock basis i.e. other than those cases mentioned in clause 34.5 above, the supplying firm will prepare their payment bills in duplicate, in ink on prescribed forms and submit the same as under: -

(i) One copy of the bill marked, "ORIGINAL" with all dispatch documents as per terms of contract directly to the consignee.

(ii) Another copy of bill marked "DUPLICATE NOT FOR PAYMENT "to the Controlling Officer of the consignee mentioned in the Supply Order.

(iii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Direct Dispatch order, the suppliers will submit advance payment bill (in duplicate) along with the documents as per para 34.6(ii) above to the Accounts Officer of the consignee indicated in contract .ORIGINAL copy of the balance payment bill should be sent to the consignee and "DUPLICATE NOT FOR

PAYMENT “copy to Controlling Officer of the consignee as Specified in such Supply Order.

34.7 The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with concerned authorities for availing input tax credit:

“We certify that no additional duty set offs on the stores supplied by us, have accrued under the GST scheme in force on the date of supply, after we submitted quotations and submitted the present bill."

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

In case the bill is submitted to FA&CAO (SAB) supported by amendment to purchase order extending delivery period reserving Railways right to impose liquidated damages, the payment of bill would be released deducting full liquidated damages (LD) @ 1/2% (half percent) of the price of the store (including element of taxes, duties, freight etc.,) per week or part of the week during which, delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (Ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

Following Points may also be observed by the suppliers while submitting the bills for payment: -

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

(b) The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the PCMM, Central Railway, Mumbai CSMT before bills are submitted.

(c) All Bills should be submitted in standard forms S-2817 in duplicate, marked ' Original' and ' Duplicate'. Alternatively, these bill forms can be had from the office of Principal Chief Materials Manager, Central Railway, Mumbai CSMT on payment @ Rs. 60/- per book containing 100 forms each in cash to the Chief Cashier Central Railway, Mumbai CSMT or through Crossed Demand Draft in favor of the FA&CAO (SAB), Central Railway, Mumbai CSMT.

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

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

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

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

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

(i) Wherever PVC is applicable, PVC working sheet may be given, with relevant documents.

(k) Copy of Amendment letter issued by Stores Department, if any, be enclosed.

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

(m) In case of Standard Payment terms of 95%, following documents should also be enclosed along with the bills:-
(i) Receipted Delivery Challan Duly signed and stamped by Gazetted Officer.
(ii) Original Inspection Certificate.
(iii) GST Invoice (original - for buyer) wherever Applicable.
(iv) Any other declarations as per tender and contract conditions.

(n) In case of 100% and Balance Bills, the following documents be enclosed along with the bills: -
(i) Receipt Note.
(ii) GST Invoice wherever applicable.

(o) All other relevant documents as per contract provisions.

34.8 Claiming Payment of Supplies towards GST:

Firm should submit the Invoice/Bill clearly indicating the appropriate HSN and applicable GST rate thereon duly supported with documentary evidence. Firm should also give a declaration that any additional Input Tax Credit benefit, if become available to supplier, the same shall be passed on to the purchaser without any undue delay.

34.9 Payment through Letter of Credit (LC) arrangement as an option:

For all tenders invited (NITs) w.e.f April 2018, having estimated value of ₹10 lakhs and above,an option for the supplier/contractor to take payment from Railways through Letter of Credit (LC) arrangement, is made applicable. Following are the instructions for tenderers on LC mode of payment:

(a) All tenders invited by Zonal Railways and Production Units, having estimated value of ₹10 lakhs and above,shall have an option for the supplier/contractor to take payment from Railways, through Letter of Credit (LC) arrangement.
(b) The LC will be sight LC.
(c) The bidder at the time itself, shall exercise an option, in favour of taking payment due against the said tender, through Letter of Credit (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 the course of execution of contract.
(e) The incidental cost @ 0.15% 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 agreement to issue Document of

Authorization to enable supplier/contractor 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 the 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.

35.0 OPTION CLAUSE:

(i) The Purchaser reserves the right to vary the ordered quantity by (+) 30% at any time, till final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the terminal date of Delivery Period.

(ii) 'Reasonable notice" as mentioned above Para 35.0 (i) 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 amendment to the contract will suffice.

(iii) In case Delivery Period is extended in a contract with (+) 30% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

36.0 Risk Purchase Clause: Deleted.

37.0 Force Majeure Clause: As per IRS conditions Para 2602.

38.0 PRICE FALL CLAUSE: DELETED.

39.0 AGENCY COMMISSION IN IMPORT CONTRACTS:

(a) The amount of Agency commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal and the Indian agent). A certified photocopy of the Agency commission agreement must be submitted along with the offer. However, the Agency commission payable will not be more than 5% of FOB value of contract.

(b) The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e., M/s……(i.e. the contractor) in terms of agency agreement. The purchaser of their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be

banned/suspended from having business dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

(c) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

(d) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

40.0 CONDITIONS OF TENDERS:
(APPLICABLE ONLY FOR MACHINERY & PLANTS ITEMS)

40.1. TECHNICAL COMPLIANCE:

The tenderers should give para-wise comments on the technical specification to indicate whether the equipment offered fully meets the tender specifications. The offer should be accompanied with complete details of technical parameters. Tenderers should note that no deviation will be accepted on major technical parameters under heading of major technical specification parameters as given in tender specification if any. Such offers shall be summarily rejected without any back reference. Therefore, any deviation to tender specification by the tenderer must be indicated in Annexure-1.

40.2. AUTHORIZATION LETTER:

In case the tenderer is an agent of the manufacturer, they should clearly indicate the same and also enclose current tender specific authorization certificate from the manufacturer with clear stipulation that 'After Sale Service & Warranty' obligations will be supported by them on the letter head of manufacturer in the Proforma attached as Annexure-6 and also mention the place where the equipment will be offered for pre-inspection before dispatch. Inspection to be carried out at OEM's premises to ensure genuineness of the material.

40.3. MANUFACTURER'S AUTHORISATION - M&P:

Only manufacturer should quote else, traders must submit tender specific authorization from their OEM with clear stipulation that after sale service will be supported by them.

Firms offering imported materials against local Tenders (non-Global Tenders) should give satisfactory documentary proof regarding available infrastructure to provide after-sales service and warrantee obligations. Offer of such firm is liable to be passed over in case such infrastructure is not found to be satisfactory.

In case the purchase orders are placed on traders/agents for the items, which are peculiar to the railways such as parts & fittings of Rolling stock etc, traders/agents should indicate the source of supply and inspection to be carried out at their manufacturer's premises rather than trader/agents premises, to ensure genuineness of quality of the material.

40.4. VALIDITY: Deleted in view of Para 1.8.5 of Important Terms & Conditions of Tender – Section – II.

40.5. AFTER SALES SERVICE:

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

40.6. ELEMENT OF FREIGHT FOR INDIGENOUS PURCHASE:

For each consignee as specified in SOR, tenderers are required to quote on FOR destination price basis only duly indicating the freight element.

40.7. COMMISSIONING & PROVING TEST:

40.7.1 The contractor shall arrange commissioning of the equipment at the consignee premises. The tenderers shall carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning, to the entire satisfaction of the consignee. The tenderer should quote total lump sum commission & installation charges for each unit of equipment. No taxes will be paid on this commission &installation charges. The commission & installation charges will also be added in their quoted total unit rate for the purpose of inter-se ranking, where commission & installation is required to be borne by the tenderer as per tender specification.

40.7.2 The Contractor or his agents shall commission the machine within stipulated time as shown in the contract. This time period will be counted from the date of intimation from the consignee in respect of readiness of the site for commissioning in cases where the machine is to be installed by the consignee. This will include the time for installation in cases where installation is also to be undertaken by the contractor.

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

40.7.4 Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the Clause 41.7.3 above.

40.8. WARRANTY:

(a) Warranty period for M&P will be 24 (twentyfour) 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 except variation in exceptional cases as per merit of the case.

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

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

(d) Maximum penalty to be levied on account of warranty failure will be 5% (Five percent) of the contract value calculated during whole of warrantee period and after that if there is any delay on the part of supplier; purchaser shall be entitled for encashment of WG Bonds. In such cases, the bad performance of firm during the warranty period, shall 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 firms offer may even be rejected.

40.8.1 WARRANTY BANK GUARANTEE:

For items like machinery and Plant, Costly equipment, capital spares, the tenderer will have to furnish a warranty Bank Guarantee of 10% of Material value to cover their warranty obligation. The Format of the Warranty bank guarantee is given in Annexure-8.

40.9. ANNUAL MAINTENANCE CONTRACT (AMC):

(a) Tenderers are required to quote for post warranty Annual Maintenance for a period of five years after expiry of the warranty period of the M&P along with their offers, wherever tenderer specification specify need of AMC.

(b) Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.

(c) The charges of Annual preventive maintenance schedule for five years along-with the cost of items to be used in preventative maintenance schedule during these five years are payable to supplier and sum total of these charges and commission & installation charges (if required to be done by tenderer as per tender specification) would also be included in the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.

(d) Tenderers are required to give the cost of essential spares and service charges for each items of work of repair of M&P outside preventive maintenance contract. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.

(e) The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.

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

40.10. TRAINING:

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

40.11. MAINTENANCE MANUAL & SPARE PARTS:

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

40.12. PAYMENT TERMS:

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

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

(b) Balance 20% payment within 90 days after installation/commissioning and proving out test of M&P & acceptance of the equipment by consignee, subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security valid for 6 months beyond warranty period.

40.12.2 Payment against indigenous supply: 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 Rail/Road Challan duly signed by the gazetted officer of the consignee as proof of receipt of equipments in good and sound condition 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 & acceptance of the equipment by consignee, subject to submission of bank guarantee for an amount of 10% of contract value, value as warranty security valid for 6 months beyond warranty period.

40.13 ADVICE OF DESPATCH OF STORES:

The supplier should ensure that Railway receipts/PWB under which the material is booked to a Railway consignee are prepared in the favour of 'consignee' and not ' self, failing which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/PWB along with other documents to paying authority for claiming advance payment. A photocopy of RR/ PWB should be sent simultaneously to consignee.

All dispatch documents i.e. RR/ PWB, Challan, Inspection certificate etc. should be sent to the consignee and copies of advice of dispatch must also be sent to the Principal Chief Materials Manager, Central Railway, Mumbai CST.

The contractor shall submit monthly report concerning the progress of the contract and / or supply of stores to the Purchaser and Consignee. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner.

41.0 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS:

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

42.0 Declaration for infringement of IPR by tenderer/supplier:

All prospective manufacturer/supplier shall note that:

Central Railway shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in the design & development of this item and any other factor not mentioned herein which may cause such a dispute. The entire responsibility to settle any such disputes/matters lies with the manufacturer/supplier. Central Railway stands indemnified for claims whatsoever arising out of such issues.

Details / design / documents given by prospective tenderer shall not infringe any IPR and they are responsible in absolute and full measure instead of Central Railway, for any such violations. Data, specifications and other IP as generated out of interaction with Railways shall not be unilaterally used without the consent of Central Railway and right of Central Railway on such IP, will deemed to be acceptable to them.

43.0 In case anything stipulated in the tender schedule are at variance with the conditions/spl. Conditions mentioned herein, the additional special conditions mentioned in the particular tender schedule and respective technical specification will prevail. If technical specification prescribes any condition involving any financial repercussion, which is in conflict with instructions to tenderers, IRS conditions, special condition and additional special conditions of contract, then same will be ignored for tender evaluation purpose unless made on additional special condition of tender.

44.0 Railway reserves the right to apply Policy instructions issued from time to time by Ministry of Railways, Railway Board, Government of India on various matters viz., Public procurement (Preference to Make in India) Order 2017, National Steel Policy, MSE Start up policy, Domestically Manufactured Iron & Steel Products, The Ministry of Electronics and Information Technology's Office Memorandum No.33(1)/2017-IPHW dt.26.10.2017 circulated under Rly Board's Letter No.2011/RS(G)/779/9 dt.06.12.2017 in furtherance of the Public Procurement (Preference to Make in India) Order 2017 and in supercession of the policy for providing Preference to Domestically Manufactured Electronic Products (DMEP) in Government procurement etc., in addition to the conditions/special conditions of tender or attached to the tender (NIT) if any.

DISCLAIMER:
In case of any contradiction, codal provision/Railway Board instruction/Act enacted by Parliament will prevail.

ANNEXURE – 1

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the tender specifications:-

CLAUSE	DEVIATION	REMARKS (Including - justification)

(2) The following are the particulars of deviations from the requirements of the Conditions of Contract / Instructions to Tenderers and Indian Railway Standard Conditions of Contract

CLAUSE	DEVIATION	REMARKS (Including - justification)

Signature and seal of
The Manufacturer / Tenderers

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations'.

ANNEXURE – 2

PROFORMA FOR PERFORMANCE STATEMENT ANDOUTSTANDING ORDER LOAD (For a period of last 3 years).

Tender No……Date of opening…….. Name of tenderer……

Order placed by (Full address of Purchaser)	Purchase order No. & date	Unit Price, ED, ST & FOR terms	Date of completion of Delivery as per contract	Actual Date of completion of Delivery	Reasons for late delivery, if any.	PO quantity	PO Completed	PO Outstanding

Signature & Seal of Tenderer

ANNEXURE – 3

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. ..... Date of Opening.....Time.....Hours

Name of the Firm .....

Note: All details required only for the items tendered:-

1. Name & full address of the firm.
2. Telephone & FAX No. Office/Factory/Works.
3. Telegraphic and E mail address.
4. Location of the manufacturing factory.
5. Details of Industrial Licence, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.(Monographs & Description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw material held.
9. Production capacity of item(s) quoted for, with the existing plant & machinery.
   9.1 Normal
   9.2 Maximum
10. Details of arrangement for quality control of products such as laboratory testing equipment etc.
11. Details of staff.
    11.1 Details of technical supervisory staff-in-charge of production & quality control
    11.2 Skilled labour employed.
    11.3 Unskilled labour employed.
    11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application
12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you a MSE registered with any of the agencies mentioned in the notification of Ministry of MSME (as indicated in para 4.0 above).

Signature and seal of the Manufacturer / Tenderers

PROFORMA FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

To:
The President of India,
Acting through
The Principal Chief Materials Manager,
(Railway/Production Unit)

In consideration of the President of India (hereinafter called "the Government") having agreed to accept from …….. (hereinafter called "the said Tenderer(s)") earnest money in the form of Guarantee Bond, under the terms and conditions of tender …… dated…… in connection with …….. (hereinafter called "the said Tender") for the due observance by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of 120 days from the opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfillment of the contract on acceptance of the tender on production of a Bank Guarantee for ₹…… (Rupees…….only). We, (Bank's Name) (hereinafter referred to as "the Bank"), do hereby undertake to pay on demand to the Government, the sum of ₹……. in the event of the said tender having incurred forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulation aforesaid and contained in the said tender under an order of the authority competent to invite tender.

We …….. (Bank's Name) further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender, discharges the guarantee, subject however that the Government shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the Bond shall be discharged if the demand for payment is not made within this period, we, ……(Bank's Name) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated…….. day of ……...
For…….(Bank's Name).

(Bank's Common Seal)

ANNEXURE - 5

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

To:
The President of India
Acting through Principal Financial Adviser,
CENTRAL RAILWAY, MUMBAI CSMT.

GUARANTEE BOND

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt M/s …….. (hereinafter called "the said Contractor(s)") from the demand under the terms & conditions of an agreement No._____dated _____ made between PFA/PCMM, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 and M/s_____ for (Description of the item) _____ (hereinafter called "the said Agreement"), of Security Deposit for due fulfillment by the said Contractor (s) of the terms & conditions in the said Agreement on production of a Bank Guarantee for ₹……. (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 exceeding ₹…… against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ (Indicate the name of the Bank) do here by undertake to pay the amounts due & 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 ₹……

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(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)/Suppliers(s) shall have no claim against us for making such payment.

4. We _____ (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till PCMM(Office/Department) Ministry of Railways certifies that the term 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 (date) _____, we shall be discharged from all liability under this Guarantee thereafter.

…2/-

5. We _____ (Indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time 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, but for this provision, have effect of so relieving us.

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

7. 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.

Dated…….. day of ……...
For…….(Indicate the name of the Bank)
(Bank's Common Seal)

ANNEXURE - 6

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....Dated..... To

The PRESIDENT OF INDIA,
Acting through the Principal Chief Materials Manager, Central Railway,
MUMBAI, CST.

Dear Sir,

Subject : PCMM/C.Rly./Mumbai's Tender
No.....

We..... an established and reputed manufacturer of .....having factories at ..... do hereby Authorize M/s ..... (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender no .....

No company/firm or individual other than M/s..... are authorized to represent us in regard to this business against this specific tender.

Yours faithfully,

(NAME)

for & on behalf of M/s..... (Name of Manufacturers)

Note : This letter of authority should be on the Letter -Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

ANNEXURE - 7

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref..... Dated.....

Bank Guarantee No.....

To

The PRESIDENT OF INDIA,
Acting through the Principal Chief Materials Manager, Central Railway,
MUMBAI, CST

1. Against contract concluded by the Advance Acceptance of the Tender No.....……..... dated..... covering supply of ..... (hereinafter called the said contract entered into between the President of India and.....(hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we, ...Bank Ltd., are holding in trust in favour of the President of India, the amount of ..... (write the sum here in words) to indemnity and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract an/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

2. We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till..... (viz. the date upto 3 months after the date of the last dispatch / delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us ……..……..…….....
.....Bank Ltd.), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us ……
.....Bank/Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that we .....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India.)

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or 'Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We..... Bank Ltd., further agree that the President of India (Govt. of India) acting through either COS/CR or FA&CAO/CR shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercise able by the President of India (Govt. of India) against the said Contract and to forbear or enforce any of the terms and conditions relating to the said contract and we .....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any for-bearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor, or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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

Date.....

Signature.....

Place ..... Printed

Name.....

Witness.....
..... (Designation)
.....
(Bank's Common Seal)

NOTE:
Firms should submit the details of Bank Guarantee issuing Bank i.e.,

1. **Full Address:**
2. **Contact Person Phone no.**
3. **FAX No.**

ANNEXURE – 8

(PROFORMA FOR WARRANTY GUARANTEE BOND)

To:
The President of India
Acting through
The Principal Chief Materials Manager, Central Railway Mumbai.

Sub: Guarantee No. for (Amount) Covering Machine(s) Serial No. Supplied to (Consignee/s).
Ref: Contract No…….dated……placed on M/ s……

1. WHEREAS M/s…….. one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government")_Nos. of (give description) as per contract No…….. dated (hereinafter called "the said contract").

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause o f the said conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.

4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may b e determined by you forthwith on demand and without any demur, any sum up to a maximum amount of (Rs.) representing 10 per cent of the value of the Stores despatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Government whether any default has occurred or as been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.

6. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the e Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel vide Bill of Lading No…… dated…….. 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. up to (date), hereinafter called the said date.

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

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

Date …….
Place ……

Signature ……..
Printed Name …….

Witness …….
……..
……

Read and Accepted.

Signature of Tenderer
(Designation)
(Banks common Seal)

Annexure 9

(NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM)

From: M/s. Date:

To:
FA & CAO/S&W
Central Railway
Mumbai

Sub : NEFT payments.

****

We refer to the NEFT being set up b y Railways for remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

Name of City
Bank Code No.
Branch Code No.
Bank s Name
Branch Address
Branch Telephone / Fax No.
Supplier s Account No.
Type of Account
IFSC code for NEFT IFSC code for RTGS Supplier's name as per Account Telephone no. of supplier Supplier s E-mail ID Confirmed by Bank

Signature of supplier with Stamp and address

Enclose a copy of crossed cheque.

ANNEXURE - 10

CHECK LIST FOR TENDERERS

1. Have you quoted in the prescribed Proforma **Yes/No.**

2. Have you submitted earnest money (Para 20.0 of 'Instructions to tenderers') **Yes/No.**

3. Have you furnished the performance statement (Para 3.1.1(a) of 'Instructions to tenderers' and Annexure 2) **Yes/No.**

4. Have you submitted the Banker's report (Para 3.1.(b) of 'Instructions to tenderers') **Yes/No.**

5. Have your furnished the details of equipment / quality control (para 3.1.1(b) of 'Instructions to tenderers' and Annexure-3) **Yes/No.**

6. Have you furnished the statement of deviations (preferably nil) (Para 1.4 of 'Instructions to tenderers' and Annexure 1) **Yes/No.**

7. Have you quoted price on the basis of free delivery to Destination, indicating break up (Para Para 7.0 (viii) & (ix)) **Yes/No.**

8. Have you quoted delivery period correctly and precisely. **Yes/No.**

9. Have you kept your offer valid for 90 days (Validity of 150 days is required for items of Machinery and Plant) **Yes/No**.

10. Have you submitted authenticated copy of the document Authorizing the signatory to submit offer and commit on behalf of tenderers (Para 1.8.1) **Yes/No.**

Signature & seal of
Manufacturer / Tenderer

ANNEXURE – 11

Bid securing declaration to be signed by bidders availing exemption from submission of EMD:

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

ANNEXURE – 12

Digitization of Warranty Management System:

Handling of Warranty Rejections will be dealt as per Railway Board Letter No.2022/RS(G)/779/7 dated 17.10.2022 , may be read as Annexure 12.

Annexure- 13

Special condition to be incorporated in tender as Special condition for inspection (TPI Inspection): **Annexure II of Railway Board Letter No. 2022/RS(G)/779/8 dt.04.01.2023**.