

VERSION 1.0



भारत सरकार Government of India  
रेल मंत्रालय Ministry of Railways  
रेलवे बोर्ड (Railway Board)

**INDIAN RAILWAYS**  
**STANDARD CONDITIONS OF CONTRACT**  
**2022**

(REVISED SEPTEMBER 2022)

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### INDIAN RAILWAYS STANDARD CONDITIONS OF CONTRACT

- 0100 Definitions and Interpretations
- 0101 In the Contract, unless the context otherwise requires;
- 0102 "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance or letter of acceptance of his tender;
- 0102A "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.
- 0102B "Authorized e-procurement portal" is a web-based portal, being used by the Parties for exchanging online documents during the course of the formation of contract.
- 0103 "Consignee" means where the goods are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination ; Where the Goods are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the goods are required by the acceptance of tender to be delivered in the manner therein specified ;
- 0104 "Contract" means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

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- 0105 The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract. The words "Contractor" and "Supplier" shall be used interchangeably;
- 0106 "The Sub-contractor" means any person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the goods;
- 0106A "Year" shall mean calendar year (unless reference to financial year is clear from the context). "Week" shall mean a period of 7 days, "Month", a period of 30 days
- 0107 "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications;
- 0107A "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, Modules or a set of Modules, Knocked Down Unit (KDU), a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, Computer Software (with licence), Information Technology Systems, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library) under specific context), procured or otherwise acquired by a Purchaser. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods such as transportation, insurance, installation, commissioning, training and maintenance.
- 0108 "Government" means the Central Government or a State Government, as the case may be;
- 0109 "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of goods or work under the contract and includes his authorised representative;
- 0109A "Intellectual Property Rights" (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).
- 0110 "Material" means anything used in the manufacture or fabrication of the goods;
- 0111 "Particulars" include-

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- (a) Specifications;
  - (b) Drawings;
  - (c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
  - (d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;
  - (e) Trade pattern, that is to say, a pattern, goods conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardising authority or a general standard of the industry;
  - (f) 'Proprietary mark' or 'brand' means the mark or brand of a product which is owned by an industrial firm;
  - (g) Any other details governing the construction, manufacture or supply of goods as may be prescribed by the contract;
- 0112 "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- 0113 "The Purchaser" means the President of India in the case of goods ordered for the Indian Government Railways and includes his successors and assignees;
- 0114 Signed" means ink signed or Digitally signed with a valid Digital Signature Certificate as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of an acceptance of tender or amendment thereof.
- 0115 "Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
- 0116 Deleted
- 0117 "Supply Order" means an order for supply of goods and includes an order for performance of service;
- 0118 "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;

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- 0119 "Unit" and "Quantity" means the unit and quantity specified in the contract;
- 0120 "Writing" or "Written" includes matter either in whole or in part, in manuscript, type-written, lithographed, cyclostyled, photographed or printed under or over signature or seal or digitally signed document in electronic form, as the case may be;
- 0121 The delivery of the goods shall be deemed to take place on delivery of the goods, accompanied with the inspection certificate and any other requisite documents and in accordance with the terms and conditions of the contract, after approval by the Inspecting Officer if so, provided in the contract, to: —
- (a) The consignee at his premises; or
  - (b) Where so provided the interim consignee at his premises; or
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee, or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of goods at destination station.
- 0122 Words in the singular include the plural and vice versa;
- 0123 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
- 0124 The heading of these conditions shall not affect the interpretation or construction thereof;
- 0125 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- 0200 Parties
- The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 0105 and 0113.
- 0201 Authority of person signing the Contract on behalf of the Contractor
- A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the

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Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract. The provisions of Clause 0702(b) shall apply for calculating the liability of the person at default.

0202 Address and e-mail of the Contractor and notices and communications on behalf of the Purchaser: -

(a) For all purposes of the contract, including arbitration thereunder, the address & e-mail of the Contractor mentioned in the tender shall be the address & e-mail to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery or through online mode at the option of such officer. The communication through online mode may be made either through email or authorized e-procurement portal of the purchaser, if the said portal provides for the functionalities to make desired communication between the Parties.

0300 (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the goods or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government or the MRP of the item

(b) If the price quoted is higher than the controlled price, the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price (s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser, (i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or (ii) to terminate the contract and apply provisions as per clause 702(b) and 0702(c) on such termination.

0400 Contract:

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- 0401 This contract is for the supply of the goods of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the goods shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The goods shall further be in all respects acceptable to the Inspecting Officer.
- 0402 Any request for variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the purchaser.
- 0403 Severability:  
  
If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.
- 0404 Contract Documents and their Precedence:  
  
The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:  
(a) Valid and authorized Amendments issued to the contract.  
(b) The contract document, The Letter of Award (LoA)  
(c) Special Tender conditions  
(d) Technical Specifications as given in tender documents  
(e) Drawings  
(f) IRS Conditions of contract  
(g) General Tender Conditions/ instructions to tenderers  
(h) Contractor's bid
- 0500 Security Deposit.
- 0501 Unless otherwise agreed between the Purchaser and the contractor or otherwise mentioned in the tender document, the contractor shall, within 21 days of posting of written notice of acceptance of the offer to the contractor, deposit with the Railway concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond or any other approved form as stipulated in the tender document) a sum as stipulated in the tender document, towards Security Deposit.  
  
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.



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- 0502 If the Contractor, having been called upon by the Purchaser to furnish security deposit, fails to make a security deposit within the specified period, it shall be lawful for the Purchaser to cancel the Letter of Award and to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under any other contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, duly adjusting the Earnest Money deposit, if any, made by the contractor.
- 0502A 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 the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
    - (ii) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.
- 0502B 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.
- 0503 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof. No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract.
- 0504 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that



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- the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
- 0505 Subject to the above, the purchaser shall release the security deposit without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security deposit, the original Performance Guarantee Security shall be released mutatis mutandis.
- 0600 Delivery
- 0601 The Contractor shall as may be required by the Purchaser either deliver free or FOR or CIF or as per the delivery terms provided in the contract at the place/places detailed in the contract, the quantities of the goods detailed therein and the goods shall be delivered or despatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the goods are inspected and accepted by the Inspecting Officer as provided in the contract.
- 0602 The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract, notwithstanding that transport of the goods, is controlled by or under the orders of the Government.
- 0603 Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the goods shall not pass on to the Purchaser until the goods have been received, inspected and accepted by the consignee.
- 0604 No goods shall be deliverable to the consignee's depots on Sundays and public holidays or beyond normal office hours without the written permission of the consignee.
- 0605 Perishable Goods:  
  
For Goods with a limited shelf life, the contractor shall ensure that at least 75% (or any other percentage stipulated in the contract) of shelf life remains balance on delivery date. The Purchaser reserves its rights to reject expired or products with less than such specified shelf life.
- 0700 Time for and Date of Delivery; the Essence of the Contract -The time for and the date specified in the contract or as extended for the delivery of the goods shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

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### 0701 Progressing of Deliveries -

The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

### 0702 Failure and Termination -

If the Contractor fails to deliver the goods or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: -

(a) recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to  $\frac{1}{2}$  (half) per cent of the price of any goods (including elements 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. Upper limit for recovery of liquated Damages in Supply Contracts will be 10 % (Ten Per cent) of value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract, or

(b) without prejudice to the Purchaser's right to record adverse performance of the contractor for taking appropriate administrative action, cancel the contract or a portion thereof and forfeit the security deposit.

(c) Wherever Security deposit has been exempted for any reason, levy damages from the supplier, not by way of penalty, an amount equal to Security Deposit amount, as would have been applicable had he not been an exempted vendor. These damages shall be treated as recoveries outstanding against the Contractor and dealt with accordingly.

### 0703 Consequence of Rejection -

If on the goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:

i.require the Contractor to replace the rejected goods forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced goods but without being entitled to any extra payment

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on that or any other account, or

ii. cancel the contract for the rejected quantity and take further action as per the provision of Clause 702(b) and 702(c).

iii. Where under the contract some price is paid to the contractor for the goods so rejected, the Contractor shall be liable, in addition to his other liabilities, to refund of price recoverable in respect of the such rejected goods and to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard. The above said liability on the contractor shall arise immediately after the issue of the communication of such rejection to him.

### 0800 Extension of Time for Delivery

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Condition 1500 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

0801 If extension of time for delivery period is allowed by the purchaser (in cases other than refixation of Delivery period), the amendment giving such an extension shall be subject to the following conditions:

(a) Levy of liquidated damages as per Clause 0702(a)

(b) Denial clause as under:

(i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered

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after the said date.

(iii) Nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

### 0900 Examination of Drawing, Specifications and Patterns

When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or sealed pattern be considered.

### 1000 Mistakes in Drawing.

The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differs from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

### 1100 Samples.

#### 1101 Advance Sample

Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the contract.

If the Contractor is unable to do so, he must apply immediately to the Office issuing the contract for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the contract and on such conditions as he deems fit.

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- In the event of the failure of the Contractor to deliver the advance sample by the date specified in the contract or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and take further action as per the provisions of the clause 0702(b) and 0702(c).
- 1102 Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the contractor shall arrange for collection of the same or whatever remains of the sample, after examination and test within three months of the date of such rejection.
- 1103 Marking –
- Samples submitted shall be clearly labelled with the Contractor's name and address and the acceptance of tender number.
- 1104 If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.
- 1105 Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of goods in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
- 1106 The rejection of the sample by the Inspecting Authority or Inspecting Officer or Consignee shall be final and binding on the Contractor.
- 1107 Where the contract does not require any advance sample to be approved, the Contractor may before proceed with bulk manufacture or delivery of the goods, if he so desires, submit to the Inspecting Officer for inspection a sample of the goods in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.
- 1108 If under the contract, the supplies are governed by a sealed pattern, the Contractor shall be bound to examine such pattern before preparing a sample or manufacturing the goods in bulk as the case may be.

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### 1109 Loan of Sample –

If a certified sample is lent to the Contractor, it will bear a label containing inter alia variations known to the Inspecting Officer between the said sample and the goods desired. If the Contractor finds any further variation between the certified sample and the particulars of specifications mentioned in the contract he shall at once refer the matter to the Inspecting Officer and the Contractors shall also give intimation of such discrepancy to the Purchase Officer. The Contractor shall follow the instructions of the Inspecting Officer as to what sample of particulars should guide the production of goods and the decision of the Inspecting Officer in the matter shall be final and binding on the Contractor.

1110. The Contractor shall not detach the said label from the certified sample and if for any reasons the said label gets detached the Contractor shall at once return the certified sample to the Inspecting Officer for attaching a fresh label.

1200 Risk of Loss or Damage to Government or Purchaser's Property.

1201 All the property of the Government or Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

1202 All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.

1203 The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.

1204 Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be affected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

1300 Inspection by Inspecting Officer.

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- 1301 (a) When inspection during manufacture or before delivery or dispatch is required, notice through the online portal of the purchaser/inspecting agency, if available, or else in writing, shall be sent by the Contractor to the Inspecting Officer when the goods or material to be supplied are ready for inspection and test, and no goods shall be delivered or dispatched until the Inspecting Officer has certified in writing that such goods have been inspected and approved by him.
- (b) In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the component/goods, etc. is also to be done, notice through the online portal of the purchaser/inspecting agency, if available, or else in writing, shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/goods, etc. as deemed essential.
- (c) In case the purchase orders are placed on traders/agents for the items, which are peculiar to the railways, traders/agents should indicate the source of supply and it should be ensured that inspection for such items is carried out at manufacturer's premises rather than traders/agents premises, to ensure genuineness of quality of the material.
- 1302 Marking of Goods —
- The Contractor shall, if so required, at his own expense, mark all the approved goods with a recognized Government or Purchaser's mark. The goods which cannot be so marked shall, if so, required by the Inspecting Officer, be packed at his own expense in suitable packages or cases, each of which shall be sealed and marked with such mark.
- The Inspecting Officer shall also have power to mark the rejected goods with a rejection mark so that they may be easily identified, if resubmitted for inspection.
- 1303 Facilities for test and Examination —
- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the goods are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the goods or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been



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permitted to employ the services of a Sub-Contractor, he shall in his contract-with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

### 1304 Cost of Test—

The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the goods manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer, that the Contractor has failed to provide the facilities and the means, for test examination shall be final.

### 1305 Delivery of Goods for Test—

The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or goods as he may require.

### 1306 Liability for Costs of Special or Independent Test.—In the events of rejection of goods or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the goods passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

### 1307 Method of Testing —

The Inspecting Officer shall have the right to put all the goods or materials forming part of the same or any part thereof to such tests as required for the goods specified in the contract. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

### 1308 Goods Expended in Test—

Unless otherwise provided for in the contract if the test proves satisfactory and the goods or any instalment thereof is accepted, the quantity of the goods or materials expended in the test will

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be deemed to have been taken delivery of by the Purchaser and be paid for as such.

### 1309 Powers of Inspecting Officer -

The Inspecting Officer shall have the power: —

i.before any goods or part thereof are submitted for inspection, to certify that they cannot be inspected in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

ii.to reject any goods submitted as not being in accordance with the particulars.

iii.to reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

iv.the Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

### 1400 Charges for Work Necessary for Completion of the Contract —

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

### 1500 Responsibility of the Contractor for Executing the Contract

### 1501 Risk in the Goods —

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The goods and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession 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 place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee.

The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of

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transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

### 1502 Consignees Right of Rejection —

Notwithstanding any approval which the Inspecting Officer may have given in respect of the goods or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and not withstanding delivery of the goods where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the goods or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such goods or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note — In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of actual receipt of the goods by consignee and all the related documents from the contractor, required to be verified by the consignee on receipt of goods as per contract, before acceptance of the material. The time limit of 90 days specified above, is only for the initial acceptance of the material by consignee and without prejudice to the right of the purchaser or consignee on Purchaser's behalf, to reject the material as per Warranty/ Guarantee clause 3200 within the period specified therein.

1503 Provided that where, under the terms of the contract the goods are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the goods shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the goods or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

1504 The provisions contained in Clause 2200 relating to the removal of goods rejected by the Inspecting Officer shall mutatis mutandis apply to goods rejected by the consignee as herein

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provided.

1505 Subletting and Assignment: The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

1506A Changes in a Firm —

(a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(b) On the death or retirement of any partner' of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.

(c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

(d)The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub- clause contained shall be final and binding on the Contractor.

1506B Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the contractor based on specific eligibility and qualification criteria. The Contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the purchaser within 7 days of it coming to the Contractor's knowledge.

1506C Consequence of breach —Should the contractor or any of its partners or its subcontractors or its personnel commit a default or breach of Para 1505 , 1506A, 1506B, 1701, 1702, 1703, the contractor shall remedy such breach within 21 days, keeping the purchaser informed. However, at its discretion, the purchaser shall be entitled, and it shall be lawful on its part, to treat it as breach of contract and avail any or all remedies thereunder. The

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decision of the procuring entity as to any matter or thing concerning or arising out of these clauses or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor. The purchaser may also cancel the contract and take action as per provisions of clause 0702 (b) and 0702(c).

### 1507 Assistance to the Contractor —

(a) The Contractor shall be solely responsible to procure any material or obtain any import or other licence or permit required for the fulfilment of the contract and the grant by the Purchaser or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, shall not be construed as a representation on the part of the Purchaser that the material covered by such licence or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the Purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the Contractor obtains any materials at less than their market price or the cost of production of the goods is lowered the price of the goods payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Purchaser whose decision shall be final and binding on the Contractor.

(b) Every effort made by the Purchaser to supply, or give assistance in the procurement of materials, whether from the Government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government or by any officer empowered in that behalf by law or under other arrangements made by the Purchaser shall be deemed to be subject to the condition that it will be performed with due regard to the other demands and only if it is found practicable to do so within the stipulated time and the decision of the Purchaser whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the Contractor.

### 1600 Use of Raw Materials secured with Government Assistance

#### 1601 (a) Where any raw material is procured for the execution of a

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contract with the assistance of the Government rendered in the form of permit, or licence or quota certificate/essentiality certificate or release order issued by or on behalf of or under the authority of the Government or by an officer empowered in that behalf, or

(b)Where the raw material is issued to the Contractor from Government stock, or

(c)Where advance payments are made to the Contractor to enable him to purchase the raw material, or

(d)Where raw material is arranged by the Government, the Contractor—

- i. shall hold such material as trustee for the Government,
- ii. Shall use such material economically and solely for the purpose of the contract.
- iii. Shall not dispose of the same without the previous permission in writing of the Purchaser, and
- iv. Shall render due account of such material and return to the Government at such place as the Purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material, the Contractor shall be entitled to such price therefor as the Purchaser may fix, having regard to the condition of such material

- 1602 Where the contract is terminated due to any default on the part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.
- 1603 If the Contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the Government for all moneys, advantages or profits accruing from or which, in the usual course, would have accrued to him by reason of such breach.
- 1604 Where the goods manufactured or fabricated by the Contractor out of the material arranged or procured by or on behalf of the Government are rejected, the Contractor shall, without prejudice to any other right or remedy of the Government, pay to the Government, on demand, the cost price or market value of all

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such materials whichever is greater.

1700 Indemnity

1701 (a)The contractor shall at all times indemnify and hold harmless, free of costs, the Purchaser and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Goods provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Property Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

- i. any design, data, drawing, specification, or other documents or Goods provided or designed by the contractor for or on behalf of the purchaser.
- ii. The sale by the purchaser in any country of the products produced by the Goods supplied by the contractor, and
- iii. The installation of the Goods by the contractor or the use of the Goods by the purchaser

(b)Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

- i. other than for the purpose indicated by or to be reasonably inferred from the contract
- ii. in association or combination with any other equipment, plant, or materials not supplied by the contractor.

(c)If any proceedings are brought, or any claim is made against the purchaser arising out of the matters referred above, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise therefrom.

(d)If the contractor fails to notify the purchaser within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the purchaser shall be free to conduct the same on its behalf at the risk and cost to the contractor.

(e)At the contractor's request, the purchaser shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

1702 The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the



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Government for the purpose of making use of patent or trade mark for fulfilment of the contract

1703

### Confidentiality, Secrecy and IPR Rights

#### (a) Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the purchaser to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the purchaser and shall not, without the prior written consent of purchaser neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the purchaser, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

#### (b) Secrecy

If The Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

#### (c) IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the purchaser and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the purchaser's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the purchaser, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

#### (d) Obligations of the contractor

i. Without the purchaser's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

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ii. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the purchaser, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

iii. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the purchaser to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

iv. The obligation of the contractor under sub-clauses above, however, shall not apply to information that:  
(a) the contractor needs to share with the institution(s) participating in the financing of the contract;  
(b) now or hereafter is or enters the public domain through no fault of Contractor;  
(c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the purchaser; or  
(d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

v. The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

vi. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

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|------|--|
| 1800 | Packing.   |
| 1801 | The Contractor shall pack at his own cost the goods sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage or adverse impact on quality on arrival at their destination |
| 1802 | Unless otherwise, provided in the contract all containers  |

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(including packing cases, boxes, tins, drums and wrappings) in which the goods are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

- 1803 If the contract provides that the containers shall be returnable, they must be marked 'returnable' and they will be returned to the Contractor as per terms of the contract.
- 1804 If the contract provides that returnable containers shall be separately charged; they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
- 1805 Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the goods, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- 1806 The Inspecting Officer may reject the goods if the goods are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the goods by the Inspecting Officer shall be final and binding on the Contractor.
- 1807 Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer, the description of the goods and the quantity contained in such bale or package.
- 1900 Notification of Delivery

Notification of delivery or despatch in regard to each and every instalment shall be made to the consignee and to the indenter immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of

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- tender and/or supply or repeat and date of despatch of the goods. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the goods on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the despatch of goods. The contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.
- 2000 Progress Reports.
- 2001 The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the goods in such form as may be required by the Purchaser.
- 2002 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report
- 2100 Freight.
- If as per Contract conditions, freight is to be borne by the Purchaser at actual, the goods shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser.
- 2101 In respect of road deliveries where the Municipal/local authorities do not accept Octroi Duty Exemption Certificate, the Octroi Duty shall be borne by the Contractor.
- 2200 Removal of Rejected Goods
- 2201 On rejection of all goods submitted for inspection at a place other than the premises of the Contractor, such goods shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of issue of intimation of such rejection by communication means detailed in clause 0202. The communication will be deemed to have been served on the contractor at the time when such communication would, in the course of ordinary communication, reach the contractor through the means of communication used.

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Provided that the Inspecting Officer/Consignee may call upon the Contractor to remove dangerous, infected or perishable goods within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.

Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected goods till the price paid for such goods is refunded by the Contractor or dispose of as per clause 2202 save that such retention shall not in any circumstances be deemed to be acceptance of the goods or waiver of rejection thereon.

- 2202 All rejected goods shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such goods are not removed by the Contractor within the periods aforementioned, the Inspection Officer/Consignee may remove the rejected goods and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such goods at the Contractor's risk and on his account and adjust such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected goods after the expiry of the time limit mentioned above. Disposal of rejected goods in aforesaid manner will not in any way exonerate contractor but still hold him liable to pay to the purchaser, the dues detailed under para 0703(iii) besides other dues as mentioned above and action can be taken by the Purchaser as per clause 2400, if contractor fails to pay the amount due to him.
- 2203 Deleted
- 2300 System of Payment
- 2301 Unless otherwise agreed upon between the parties, payment for delivery of the goods will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer or through online billing mode on e-procurement portal of the purchaser, as decided by the purchaser, in accordance with the instructions given in the Acceptance of Tender, by a cheque or demand draft or through online mode on a branch of the Reserve Bank of India or State Bank of India transacting government business or through e-payment to the registered bank account of the Contractor at the option of the purchaser.
- 2302 Payment for the goods or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the following procedure in

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contracts where such a facility to the Contractor has specifically been agreed to by the Purchaser: —

(a) (i) For despatch by road or despatch by rail on FOR destination basis, 95% payments for the goods or each consignment thereof will be made to the Contractor against proof of inspection and proof of delivery in good condition at consignee's end. Receipted Challan signed by the Gazetted officer at consignee's end will be taken as the proof of delivery but not construe the acceptance by the consignee.

(ii) For despatch by rail on FOR station of despatch basis, 95 per cent payments for the goods or each consignment thereof will be made to the firms against proof of inspection and despatch. The original railway receipt should be sent to the Accounts Officer responsible for payment along with 95 per cent bill advising the particulars of despatch to the consignee. The Accounts Officer after passing the 95 per cent bill should pass on the original railway receipt to the consignee for taking delivery of the consignment. It should, however, be ensured that there is no delay in the Accounts Office transmitting the original railway receipt to the consignee.

(b) The balance 5% payment shall be made after receipt and acceptance of the material by the consignee at his end.

(c) In the case of FOB& CFR contract, 95 per cent of the price will be paid on presentation of shipping documents and inspection certificate and the remaining 5 per cent on receipt of the goods in accordance with the terms of the contract in good condition by the Consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the Consignee, or alternatively at the Contractor's option, the full value of the goods will be paid after inspection, on receipt of the consignment in accordance with the terms of the contract in good condition by the Consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.

2303 In all other contracts or in contracts where the Inspecting Officer also acts as the interim " consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of "Final 100 per cent bill" supported by the Inspection Certificates and consignee's receipt and acceptance certificate as aforesaid to the Accounts Officer concerned.

Note —

The system of 95 per cent and 5 per cent payment is not applicable to claims amounting to Rs. 25,000/- or below.

2304 Payment Against Time-Barred Claims

All claims against the Purchaser shall be legally time-barred after

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three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Purchaser is entitled to, and it shall be lawful for it to reject such claims.

2400 Withholding and lien in respect of sums claimed.

2401 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under Clause 2703 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages what so ever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

2402 For the purpose of Clause 2401, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

2403 Lien in respect of Claims in other Contracts —

- (a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Purchaser or Government against any claim of the Purchaser or Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the



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Purchaser or Government.

- (b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2500 Code of Integrity in Public Procurement; Misdemeanours and Penalties

2501 Corrupt Practices

The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under Chapter IX of the Indian Penal Code, 1860 (as amended from time to time) or the Prevention of Corruption Act, 1988 (as amended from time to time) or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and take further actions as per clause 2505 and 2506 below.

2502 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- (a) "Corrupt practice" - making offer, solicitation or

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acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process (Please also see Para 2501 above);

- (b) "Fraudulent practice" - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
- (c) "Anti-competitive practice" - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- (d) "Coercive practice" - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- (e) "Conflict of interest" - participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of Purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Purchaser with an intent to gain unfair advantage in the Tender Process or for personal gain;
- (f) "Obstructive practice" - materially impede Purchaser investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Purchaser's rights of audit or access to information;

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### 2503 Obligations for Proactive Disclosures:

- (a) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- (b) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

### 2504 Misdemeanours

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- (a) commits any of the following misdemeanours:
  - i. violates the code of Integrity, if included in the Tender/ Contract;
  - ii. any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by 'Bid Securing Declaration'.
- (b) commits any of the following misdemeanours:
  - i. has been convicted of an offence under the Prevention of Corruption Act, 1988(as amended from time to time)or
  - ii. the Indian Penal Code (as amended from time to time) or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
  - iii. is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
  - iv. Employs a government servant, who has been

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dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

### 2505 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Purchaser to other remedies as per the Tender-documents or the contract, If the Purchaser concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Purchaser shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

- (a) if his bids are under consideration in any procurement
  - i. Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
  - ii. calling off of any pre-contract negotiations, and;
  - iii. rejection and exclusion of Bidder from the Tender Process
- (b) if a contract has already been awarded
  - i. Termination of Contract for Default and availing all remedies prescribed thereunder;
  - ii. Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
  - iii. Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

### 2506 Remedies in addition to the above:

In addition to the above penalties, the Purchaser shall be entitled, and it shall be lawful on his part to:

- (a) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- (b) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for

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transgression not addressable by other remedies listed in this sub-clause.

(c) Remove Bidder or any of its successors from the list of registered/approved suppliers for a period not exceeding two years. Suppliers removed from the list of registered/approved vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

(d) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

(e) Debar, a bidder/ contractor from participation in future to purchaser's procurements without prejudice to legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred

(f) The Ministry/Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its Purchaser for a period not exceeding two years commencing from the date of debarment for misdemeanours listed above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

(g) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its Procuring Entity for a period not exceeding two years commencing from the date of debarment for misdemeanours listed above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

2507 Any dispute or difference in respect of either the interpretation effect or application or the above condition or of the amount recoverable thereunder by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision there on shall be final and binding on the Contractor.

2600 Insolvency and Breach of Contract

2601 The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say: —

(a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for

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composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture—holders is appointed or circumstances shall have arisen which entitle the Court or Debenture— holders to appoint a Receiver, Liquidator or Manager, or

(c) if the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that, in addition to other actions against the contractor as per the terms of the contract, the Purchaser shall be entitled to take further action as per the provisions of clause 0702(b) and 0702(c)

### 2602 Force Majeure

(a) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.

(b) Notwithstanding the remedial provisions contained elsewhere in the contract, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

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- 2700 Laws governing the Contract
- 2701 This contract shall be governed by the Laws of India for the time being in force.
- 2702 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- 2703 Jurisdiction of courts —The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 2704 Marking of goods —The marking of the goods must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.
- 2705 Obligations of the contractor under Labour Codes and Rules

(a) The contractor shall comply with the provisions of the Labour Codes, which including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Labour codes and the Rules.

(b) The Contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Purchaser shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

(c) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules.

(d) The Contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government,



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whichever is higher, through the bank transfer. Notwithstanding the contract's provisions to the contrary, the Contractor shall cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Purchaser shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made.

(e) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser, in case of the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules, the Purchaser shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under the aforesaid Labour codes and the Rules, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Purchaser to the contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Purchaser complete security for all costs, Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the contractor as stated above shall be final and binding on the contractor.

- |      |  |
|------|--|
| 2706 | The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Purchaser or Central or State Government or their agencies/ Enterprises, simply by execution of this contract including Services delivered under this Contract. |
| 2800 | Headings<br><br>The headings of conditions hereto shall not affect the construction thereof.   |
| 2900 | Settlement of Disputes   |
| 2901 | Conciliation of disputes   |

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All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by any of the parties to the concerned "Chief Materials Manager (CMM) " or "Divisional Railway Manager" or "Executive Director" through "Notice of Dispute". CMM or Divisional Railway Manager or Executive Director shall, within 30 days after receipt of "Notice of Dispute", notify the name of sole conciliator to the parties,

The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on settlement of the dispute, they shall draw up a written settlement agreement duly signed by parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties.

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

The conciliation proceedings shall be terminated:

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

2902

Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the General Manager (for the purpose of para 2900 the term General Managers shall imply Additional General Managers of Zonal Railways , General Managers for Production Units, Additional Member (Railway Stores), Member of the Railway Board, Head of the Organisation in case of contracts entered into by other organizations under the Ministry of Railways) and the General manager shall, within 120 days after receipt of the representation, make and notify decisions on all matters referred to by the Contractor in writing. Provided that matters for which provision has been made in any Clause of the Special or General

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Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that "excepted matters" shall stand specifically excluded from the purview of the Arbitration Clause.

Provided further that where Railways has raised the dispute, para 2902 shall not apply.

### 2903 Demand for Arbitration:

1) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the Railway fails to make a decision within 120 days (as referred in 2902), then and in any such case, but except in any of the "excepted matters" referred to in Clause 2902 of these Conditions, parties to the contract, after 120 days but within 180 days of their presenting their final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration. Provided that where the claim is raised by Railways para 2903(1) shall not apply.

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

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

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

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

(c) Respondent shall submit its defence statement and counter

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claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Arbitral Tribunal.

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

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

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

2905 Appointment of Arbitrator

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

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

ii. In cases where the total value of all claims in question added together exceeds Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the

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Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

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

- iii. The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 2903(a)(i) and clause 2905(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

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

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

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

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

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

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

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

(a) Fast Track procedure: Parties to the arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast-track procedure specified in Section 29B of the

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Arbitration & Conciliation Act, 1996, as amended.

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

### iii.(i) Qualification of Arbitrator (s):

(a) Serving Gazetted Railway Officers of not below JA Grade level.

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement,

(c) Age of arbitrator at the time of appointment shall be below 70 years.

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

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

### **Annexure (Ref para (iii) of Clause 2905(c) (iii))**

Certification by persons under consideration to be nominated as Arbitrator.



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1. Name
2. Contact Details:
3. I hereby certify that I have retired from Railways w.e.f. \_\_\_\_\_in\_\_\_\_\_grade.

Or

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

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

Or

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

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

Or

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

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

Or

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

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

- (ii): A party may apply for corrections of any computational errors,

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any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

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

- 2906 In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2907 Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 2908 (a): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per the rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.
- (b): Sole arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.
- 2909 The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to make a reference to Micro and Small Enterprises Facilitation Council, if the dispute is in regard to any amount due under Section 17 of the MSMED Act, 2006. In case a Micro or Small Enterprise, being a party to dispute, makes a reference under the provisions in MSMED Act 2006, the provisions of the MSMED Act 2006, shall prevail over conciliation and arbitration agreement as contained in the contract.
- 2910 Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 (as amended from time to time) and the rules thereunder and relevant para of IRS Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.
- 3000 Repealed
- 3100 Inspection & Rejection

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Where under a contract, the price payable is fixed on F.O.R. station of despatch basis, the Contractor shall, if the goods are rejected at destination by the consignee be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

### 3101. Notification of Result of Inspection

Unless otherwise provided in the specification of schedule, the examination of the goods will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

### 3102. Inspection Notes— On the goods being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

### 3200 Warranty/Guarantee—

### 3201 The Contractor/ Seller hereby covenants that it is a condition of the contract that all goods furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

### 3202 The Contractor also guarantees that the said goods would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery and this warranty shall survive notwithstanding the fact that the goods may have been inspected, accepted and payment therefore made by the Purchaser. If a longer/shorter period of warranty/guarantee is specified in the 'Particulars' mentioned under clause 0111 or any other contract documents, same shall be applicable instead of period specified in this clause.

### 3203 (a) If during the aforesaid period, the said goods be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods will be at the Seller's risk.

(b) Upon receipt of such rejection, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously repair or replace, at the option of the purchaser, the defective Goods or parts thereof, free of cost, at the ultimate

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destination.

(c) In case of any rectification of a defect or replacement of any defective Goods during the warranty period, the warranty for the rectified/ replaced Goods shall remain till the original warranty period plus response time beyond specified time allowed for rectification/replacement.

(d) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default and the Purchaser shall avail any or all remedial action(s) thereunder.

3204 The rejected goods may be taken over by the Contractor or his agents for disposal in such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of goods' and 'failure' and 'termination' add and Clause 3100-02 above shall apply.

3300 Book Examination Clause— The Government reserves the right for 'Book Examination' as follows: -

(i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders shall be binding on the Contractor.

(ii) The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its

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subsidiary or allied firm or company, the authorised Government Officer shall have power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned in clause (i).

(iii) If on such examination, it is established that the contracted price is in excess of the actual cost-plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.

(iv) The Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause (i) above. In the event of Contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Purchaser which would be final and binding on the Contractor and his agencies.

### 3400 Inspection at the Fag End of the Delivery Period—

In cases where only a portion of the goods ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the goods tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract without any further reference to him and take further actions as per provisions of clause 702. If the goods tendered 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 and take suitable measures as aforementioned. If, however, the goods tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period as per clause 0801.

3401 The Contractor shall not despatch the Goods till such time as an extension in terms of para 3400 above is granted by the Purchaser and accepted by the Contractor. If the goods are despatched 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 goods shall be deemed to be subject to the conditions mentioned in the paragraph 0801 above.

3402 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions mentioned in the paragraph 0801 above.

3500 Following (special) conditions wherever they differ from the Invitation to Tender and Instruction to Tenderers override the

## VERSION 1.0

latter

### **(ADDITIONAL) SPECIAL CONDITIONS**

#### **(Vide Para 417-S)**

In addition to Standard Conditions of Contract, the following special conditions shall apply to (Running) Contract: -

- 3600 Purpose of Contract and Parties to the Contract
- 3601 The parties to the contract, which shall be deemed to be a "Running Contract" and which is intended for the supply of the goods of the descriptions and approximately in the quantities set forth in the contract during the period specified therein, shall be the Contractor of the one part and the authorities named in the contract hereinafter called the Purchaser (which expression shall, where the context so admits or implies, be deemed to include his successors and assigns) of the other part. The quantities shown in the said Contract, are only approximate, and cannot be guaranteed.
- 3602 The Purchaser may authorise any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders direct on the Contractor.
- 3603 Any variation of this contract shall not be binding on the Purchaser unless or until same is endorsed on the contract or incorporated in a formal instrument in exchange of letters and signed by the parties.
- 3700 Delivery.
- 3701 The Contractor shall as may be required by the Purchaser either deliver free or FOR or CIF at the place or places specified in the contract such quantities of the goods detailed in the said contract as may be ordered direct from the Contractor from time-to-time by the Purchaser or by the Direct Demanding Officer. The Contractor shall deliver or despatch the full quantity of the goods so ordered within the period specified in the said contract.
- 3800 Increase or Decrease of Quantities.
- The purchaser shall be entitled to vary the approximate total quantities of each description of goods shown in the said contract up to 30 percent, in one or more instalments, any time within the last date of delivery period (including extended delivery period) by giving a reasonable notice in writing of such variation.

## VERSION 1.0

- 3900 Maintenance and Replacement of Stocks.
- 3901 To meet casual demands, the Contractor shall maintain at all time in stock (until 70 per cent of the requirements have been drawn), at the place(s) specified in the contract, the quantity/quantities mentioned therein. All demands should be complied with immediately they are received by the Contractor or within the period, if any, stipulated in individual orders. As soon as the Contractor is called upon to effect supplies, he shall take action to replenish the guaranteed stocks until such time as 70 percent of the total approximate requirement has been drawn and such replenishment shall be completed with the period specified in the contract, after the receipt by the Contractor of casual demands. Due notice will be given to the Contractor by the Direct Demanding Officers or by the Purchaser, if any additional quantities over and above 70 per cent of the total approximate requirements are required and Contractor shall then arrange stocks accordingly.
- 3902 The period for replenishment of stocks will be allowed only if the material is not in stock. If the material is in stock, this Provision will be inoperative even though the guaranteed stock quantity may have been supplied against the contract.
- 3903 As an alternative to Clause 3901 and 3902 above, at the option of the Purchaser, or Direct Demanding Officer, he may order more than one instalment of deliveries at a time by stipulating instalment wise start date and completion date of supply. Delivery period of all the instalments except the first one shall be deemed tentative/provisional till the start date of the corresponding instalment unless otherwise expressly communicated in main contract or any subsequent communication by the purchaser to the contractor. Purchaser, without prejudice to other provisions under the contract, reserves the right to make deferment in the aforementioned tentative/provisional delivery period of any instalment, constituting the elements of start date and completion date of supply for that instalment. Unless mutually agreed by Parties, the maximum period of deferment for any instalment will be limited to six months.
- 4000 Reporting Progress of Contract.
- The Contractor shall, three calendar months before the termination of the contract or at such intervals as may be specified in the contract, submit a report to the Purchaser stating the total quantity of goods delivered or despatched under the contract.
- 4100 Special conditions where they differ from Standard Conditions override the latter.



**BHUSAWAL/DIV/CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** 93235302B

**Closing Date/Time:** 08/08/2023 11:30

**yes** acting for and on behalf of The President of India invites E-Tenders against Tender No **93235302B** Closing Date/Time 08/08/2023 11:30 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

**1. NIT HEADER**

<b>Bidding type</b>	Normal Tender	<b>Template</b>	Normal
<b>Contract type</b>	Goods	<b>Contract Category</b>	Expenditure
<b>Tender No</b>	93235302B	<b>Tender Type</b>	Limited - Indigenous
<b>Evaluation Criteria</b>	Itemwise/Consigneewise	<b>Bidding System</b>	Single Packet
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Tendering Section</b>	93		
<b>Inspection Agency</b>	CONSIGNEE	<b>Publishing Date / Time</b>	03/08/2023 16:52
<b>Bidding to be Done on</b>	IREPS		
<b>Procure From Approved Sources</b>	No	<b>Approving Agency</b>	Not Applicable
<b>Closing Date Time</b>	08/08/2023 11:30		
<b>Validity of Offer ( Days)</b>	60	<b>Ranking Order for Bids</b>	Lowest to Highest
<b>Tender Doc. Cost (INR)</b>	0.00	<b>Earnest Money (INR)</b>	0.00
<b>Tender Title</b>	JUNGLE TRAINING ITEMS		

**2. ITEM DETAILS**

S.No.	PL Code (Group)	Item Type GST(Y/N)	Stock / NonStock	Ordering	Consider For Eval	Approving Agency	Inspection Agency	Currency Allowed	Estimated Rate
1	9379N08	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :Compass (Cammenga) for the purpose of Jungle Training. [ <b>Warranty Period:</b> 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		6.00 Numbers	
2	9379N09	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :Service protector(Metalic) for the purpose of Jungle Training. [ <b>Warranty Period:</b> 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		25.00 Numbers	
3	9379N10	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :Binocular (Range 1000mtr, Zoom-20X) for the purpose of Jungle Training. [ <b>Warranty Period:</b> 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		2.00 Numbers	
4	9379N11	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :Ghillie Suit (Jacket, Pant,Hat) for the purpose of Jungle Training. [ <b>Warranty Period:</b> 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		4.00 Set	
5	9379N12	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :Ghillie Suit (Jacket, Pant,Hat) for the purpose of Jungle Training. [ <b>Warranty Period:</b> 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		4.00 Set	

## BHUSAWAL/DIV/CENTRAL RLY TENDER DOCUMENT

Tender No: 93235302B

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<b>Description</b> :Jungle Knife for the purpose of Jungle Training. [ <b>Warranty Period</b> : 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		5.00 Numbers	
6	9379N13	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :GPS (Make -Garmin) for the purpose of Jungle Training. [ <b>Warranty Period</b> : 30 Months after the date of delivery ]									
Consignee		ASC/RPF TRAINING CENTRE NASIK RD , CR				Maharashtra		2.00 Numbers	

### 3. T AND C

#### F.O.R

Description
Destination

#### Delivery Period

Description	Delivery /Completion	Rate of Supply
For all items	<b>Completion</b> : Within 30 Days	---

#### Payment Terms

S.No	Description
<b>Payment Terms</b>	
1	100% payment will be made after receipt, inspection, acceptance of the equipment by the consignee, and installation/commissioning of the same on site.

#### Statutory Variation Clause

S.No	Description
1	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.

#### Standard Governing Conditions

S.No	Description
1	IRS Conditions of Contract: The contract shall be governed by latest version (along with all correction slips) of IRS conditions of contract, and all other terms and conditions incorporated in the tender documents.

### 4. ELIGIBILITY CONDITIONS

#### Special Eligibility Criteria

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
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**Tender No: 93235302B**

**Closing Date/Time:** 08/08/2023 11:30

1	<p>Preferably manufacturers should participate. Participating traders/agents must provide authorization letter issued by the OEM. Authorization letter should preferably be tender specific. In case of general authorization letter, it must clearly indicate the validity period/expiry date. Offers with general authorization letter silent on validity period/expiry date will not be considered for placement of order and that offer is liable to be ignored. Bidders must submit authorization letter along with their offer failing which the offer is liable to be ignored. For orders placed on dealers/traders/agents, documents certifying that the material is sourced from the OEM/OEM authorised dealer will have to be produced by the firm at the time of delivery.</p>	No	No	Allowed (Optional)
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## 5. COMPLIANCE CONDITIONS

## Check List

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	It will be the endeavor of the Railways to make payments to firms within 30 days, from the date of receipt of bills, complete in all respects & submitted alongwith all the relevant/ required documents including Modification Advice (if any), required for passing of the bills.	No	No	Not Allowed

## Commercial-Compliance

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Not Allowed
2	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Not Allowed

### Other Conditions

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	INSPECTION BY CONSIGNEE	No	No	Not Allowed
2	FOR DESTINATION	Yes	Yes	Allowed (Optional)
3	Firm willing to avail benefits of micro and small enterprises, must submit documentary evidence of being micro or small enterprises for tendered item in the certificate issued by nodal agencies as per public procurement policy, failing which firms offers will be treated as Non-MSE firm. For details, refer Para 4.0 of Important Terms and Conditions of Tender updated latest. For detailed instructions refer Para 4 of Important Terms and Conditions of tender of AUGUST 2022or updated latest attached with NIT and/or available as Public Document on IREPS website Goods and Services/Central Railway.	Yes	Yes	Allowed (Optional)
4	If you are not a MSE or a consortia of MSEs formed by NSIC, please indicate percentage of sub contracts in execution of this tender that will be from Micro and small Enterprise (in percent of order value) with further of MSE owned by SC/ST. (Information will be provided in % terms with 6 fields; Micro owned by SC, Micro owned by ST, Micro owned by others, Small industry owned by SC, Small industry owned by ST, Small industry owned by others, women owned by others, women owned by SC, women owned by ST, women owned by others)	Yes	Yes	Allowed (Optional)

**BHUSAWAL/DIV/CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** 93235302B

**Closing Date/Time:** 08/08/2023 11:30

5	Goods and Service Tax: will be applicable as per Para 9 and 10 of Important Terms and Conditions of Tender of AUGUST 2022.	Yes	Yes	Allowed (Optional)
6	The bidder agrees to supply the tendered stores at the rates quoted by him in accordance with the IRS Conditions of Contract and [or] Special Conditions and [or] other Conditions specified/attached with the tender.	Yes	Yes	Allowed (Optional)
7	Have you attached any performance statements with your offer?	Yes	Yes	Allowed (Optional)
8	The bidder confirms that Rates and other financial terms quoted in relevant columns of financial bid will only be ruling terms for acceptance and such terms quoted anywhere else will be ignored.[Denial of this condition not recommended].	Yes	Yes	Allowed (Optional)
9	1) Where there are not more than three Indian Suppliers categorized as Approved Vendor for a particular item, developmental vendors will be considered for placement of bulk order without any quantity restrictions, duly factoring in past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc., subject to rates being reasonable. 2) Quantity allocation amongst such eligible vendors shall be based on pre-decided tender criteria. 3) Such orders shall be treated as bulk orders.	Yes	Yes	Allowed (Optional)
10	Indian Supplier shall be as defined in Para 10(e) of Public Procurement (Preference to Make in India) Order 2017, which is as follows: (a) supplier or bidder shall be considered to be from India if: (a)the entity is incorporated in India, or (b)a majority of its shareholding or effective control of the of the entity is exercised from India, or (c) more than 50% of the value of the item being supplied has been added in India.	Yes	Yes	Allowed (Optional)
11	All other Terms and Conditions as per IRS Conditions of contract and Important Terms and Conditions of tender updated latest. of AUGUST 2022 attached with NIT and/or available as Public Document on IREPS website Goods and Services/Central Railway and additional revised conditions for EMD, SD, LD, etc attached with NIT..	Yes	Yes	Allowed (Optional)

**6. DOCUMENTS ATTACHED WITH TENDER**

S.No.	Document Name	Document Description
1	4124553.pdf	imp condition
2	4124528.pdf	IRS CONDITION

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

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

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

**Digitally Signed By**

ADMMDIV ( MUNESHCHAND MEENA )

## **IMPORTANT TERMS & CONDITIONS OF TENDER (SCHEDULE OF REQUIREMENTS)**

### **1.0 GENERAL INSTRUCTIONS**

**1.1** On behalf of the President of India, the Controller of Stores, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CST - 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 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](http://www.ireps.gov.in)

**1.4** 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 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 Annexure-1 (Technical-Commercial Deviation). The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

**1.5** The tenderer may download the e-tender form from the "IREPS website" [www.ireps.gov.in](http://www.ireps.gov.in) where a link is provided to IREPS site.

**1.6** 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 Authorised 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 COS 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 e-bids shall be kept valid for acceptance for a minimum period of 90 days from the date of opening of the tender. In case the tenderer stipulates validity period of less than 90 days, the offer may be treated as unresponsive and is liable to be ignored. If necessary, the purchaser may obtain 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 will, however, not be permitted to revise rates and any other terms and condition of offer which alter substance of the offers 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 mention 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 postal delay/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.

**2.3** Tenderers are advised to upload their bids after depositing the requisite cost towards tender documents. It is therefore advised that evidence of payment of tender document cost is kept handy, before attempting submission of e-bid.

## **2.4 COST OF TENDER DOCUMENTS:**

The tenderers must pay tender cost as shown below with the tender offer:

S.N	Tender Value	Cost of tender documents
1	Above ₹ 10 lakhs & upto ₹ 30 lakhs each	₹ 500/-
2	Above ₹ 30 lakhs & upto ₹ 2 crore each	₹ 1,500/-
3	Above ₹ 2 crore & upto ₹ 25 crore each	₹ 2,500/-
4	Above ₹ 25 crore & upto ₹ 50 crore each	₹ 5,000/-
5	₹ 50 crore and above	₹ 10,000/-

- (i) No tender cost shall be charged for Limited/Bulletin and PAC/Single tenders.
- (ii) Government departments and Ordinance factories are exempted from tender cost.
- (iii) Tender sets shall be provided free of cost to MSEs subject to fulfilling the conditions as laid down under Para 4.0 below.
- (iv) PSUs are not exempted being business entities.

## **2.5 TENDER COST CAN BE PAID BY THE FOLLOWING METHODS:**

### **(I) PHYSICAL FORM:**

- (a) By submitting a Bank Draft drawn on a Nationalised Banks/SBI/Scheduled Banks in favour of the FA&CAO, Central Railway, CST Mumbai to the Controller of Stores, 1<sup>st</sup> Floor, NAB Building, Central Railway, CST Mumbai – 400001.
- (b) By Cash deposit to the Chief Cashier, Central Railway.

Scanned copy of the Bank draft/Cash receipt may be uploaded with the e-bid if tender cost is paid by methods (a) & (b). The Bank draft/ Cash receipt should be sent under Registered Post/ Speed Post to the following address: “**Controller of Stores, Central Railway, CSTM**” duly indicating the Name of the Tenderer, Tender No., Tender Type and Due Date on the reverse of the instruments/documents. They should also super-scribe “**Cost of the Tender Documents and Earnest Money Deposit for Electronic Tender No. \_\_\_\_\_, Type. \_\_\_\_\_, and Closing Date: \_\_\_\_\_**” on the envelope.

Alternatively, the above documents can be dropped in the box specified for this purpose in **COS Office**, till the closing date and time of e-tender.



**(II) ELECTRONIC FORM:**

Online through the Payment Gateway facility provided on the website (as and when enabled). Vendors can remit the tender cost online using their own valid Debit/Credit card 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.

**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, 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 and 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 COS, Central Railway for the quoted item and if so he must quote the registration number alongwith monetary limit, if any. If the tenderer is a MSE, registered with any of the agencies mentioned in the notification of Ministry of MSME, (see para 4.0 below) he must upload a photocopy of valid registration certificate showing monetary limit and the items for which registered. In case, the tenderer is approved by RDSO/PUs/CORE /ICF/RCF/CLW/DLW 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 will be made only from those firms who have been approved by RDSO/CORE/ICF/RCF/CLW/DLW etc., for such ordering i.e. as Part-I or regular 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 downgrading/removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.

**3.3.2** Ordering on Pt-II approved source with competitive price ranking shall normally be limited upto 15% of net procurable quantity. Firms approved by RDSO/CORE/ICF/RCF/CLW/DLW etc., as part-II approved source with competitive price ranking can be considered beyond 15% in case, that source has successfully executed a larger quantity order in the same Railway unit or other Railway Units/PU's in the preceding three years. Successful executions will be signified by both quantitative and qualitative performance. Upper limit of quantity to be ordered on such a source will not exceed 25% of the net procurable quantity in a given procurement case with another 5% on new source in deserving cases with strict compliance of extant procedure on such educational ordering.

**3.3.3** Also in cases where there is more than one Part-II source within the zone of consideration, on the basis of competitive price ranking there is also no bar on ordering on Pt-II sources that are not ranked L1 amongst Pt-II sources, so long as there is no adverse performance report about the firm. However, the aggregate quantity to be ordered on all Part-II approved vendors taken together, will not exceed 25% of the net procurable quantity, in a given procurement case. In case however, where there is no Part-I approved source for the tendered item and as per list of approved sources, sources exist in Part-II category only, Railways reserves the right to consider the offer of Part-II source for bulk quantity.

All Part -II approved tenderers (sources approved for developmental order) must upload attested photocopies of the P.O's, inspection certificates and receipt notes/certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over the preceding three years by 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.

If the tendering firm(s) is not approved by RDSO, then it must submit their credential details i.e. Machinery and Plant, Testing Facilities, QAP, Technical Manpower, etc. In deserving cases, the offers from new suppliers may be considered for educational orders (to the extent of 5% of procurable quantity) only after confirmation of their capacities/capabilities by RDSO. Failure to furnish requisite credentials as mentioned above will make their offer liable to be ignored.

#### **4.0 PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO & SMALL ENTERPRISES (MSEs) BY CENTRAL MINISTRIES/DEPARTMENTS/PUBLIC SECTOR UNDERTAKINGS (PSUs).**

**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)** MSEs who are interested in availing themselves the benefits will upload with their offer the proof of their being MSE registered for the item tendered, with any of the agencies mentioned in the notification of Ministry of MSME, indicated below:

- (a)** District Industries Centres.
- (b)** Khadi & Village Industries Commission.
- (c)** Khadi & Village Industries Board.
- (d)** Coir Board.
- (e)** National Small Industries Corporation.
- (f)** Directorate of Handicraft & Handloom.
- (g)** Any other body specified by the Ministry of MSME.

**(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)** Tender sets shall be provided free of cost to MSEs, registered with the agencies mentioned in (I) above, for the item tendered.
- (b)** MSEs registered with the agencies for the item tendered, will be exempted from payment of Earnest Money.
- (c)** Items reserved exclusively for purchase from MSEs, shall continue to be purchased from them only.

**(d)** For items other than para (c) 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 upto 20% of the net procurable quantity.
- (ii)** 20% out of this 20% (i.e. overall 4%) of procurement of goods and services will be from MSEs owned by Scheduled Castes and Scheduled Tribes (SC/ST) entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price; 4% sub-target of procurement earmarked from MSEs owned by SC/ST entrepreneurs, shall be met from other MSEs.

**(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.

## **5.0 PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS IN GOVERNMENT PROCUREMENT.**

Preference to Domestically Manufactured Electronic Products (DMEP) in Government Procurement in supply tenders will be for its own use and not with a view to commercial sale or with a view to use in the production of goods for commercial sale. The preference will be given to all the companies registered in India and engaged in manufacture of electronic products subject to fulfilling the eligibility criteria as per the policy and in addition to this Railways Important Terms & Conditions of Tender (SOR)/IRS conditions of contract, updated from time to time.

### **5.1 Eligibility:**

DMEP are those Electronic products; manufactured by entities registered in India including Special Economics Zones (SEZs) and engaged in manufacture of such electronic products in India which would include OEM and their Contract Manufacturers, but not traders. Additionally, such products shall meet the criteria of domestic value-addition as laid down in the policy, issued vide various Notifications, for being classified as DMEP.

### **5.2 Terms and Conditions:**

**5.2.1.** Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of Department of Electronics and Information Technology (DeitY) Notification No.33(3)/2013-1PHW dtd.23.12.2013 read with further Notifications issued from time to time. A copy of the aforesaid Notifications/Guidelines can be downloaded from DeitY website i.e., URL [www.deity.gov.in/esdm](http://www.deity.gov.in/esdm). Purchase preference for domestic manufacturer, methodology of its implementation, value addition to be achieved by domestic manufacturers, self certification and compliance and monitoring shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the tender documents.

**5.2.2** The modalities through which the Preference for Domestically Manufactured Electronic Products (DMEPs) shall be operated as follows:

- (i) The Electronic products for which preference will be provided to domestic manufacturers shall be the products notified by Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT).
- (ii) The quantity of procurement for which preference will be provided to domestic manufacturers shall be minimum 30% (of the total net procurable quantity) or as notified by the Government from time to time (refer to DeitY website i.e., URL [www.deity.gov.in/esdm](http://www.deity.gov.in/esdm)).
- (iii) The Percentage of Domestic value addition, which qualifies the above mentioned electronic products to be classified as Domestically Manufactured, as notified by Govt of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time.
- (iv) The preference to DMEP shall be subject to meeting the technical specifications and matching L1 price.

**5.2.3** Domestic Manufacturers are required to indicate the **domestic value addition** in terms of Bill of Manufacture (BOM) for the quoted product, in terms of the aforesaid guidelines, in their bid in the following format:

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

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

**5.2.4.** Bidders claiming to bid in the status of domestic manufacturer, are required to give an undertaking (Self Certification regarding Domestic Value Addition) in the format as given in **Form1**. ***Furnishing false information on this account shall attract penal provisions as per the Guidelines /Notifications.***

**5.2.5.** Procedure for award of contracts involving procurement from Domestic Manufacturers:

For each electronic product proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid is of a domestic manufacturer, the said bidder will be awarded full value of the order. If L1 bid is not from a domestic manufacturer, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage of the total value of the order for the eligible domestic manufacturer. Thereafter, the lowest bidder among the domestic manufacturers, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the domestic manufacturer. In case first eligible bidder (i.e., domestic manufacturer) fails to match L1 bid, the bidder (i.e. domestic manufacturer) with next higher bid will be invited to match L1 bid and so on. However, the procuring agency may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself. In case all eligible domestic manufacturers, fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value. ***Only those domestic manufacturers, whose bids are within 20% of the L1 bid would be allowed an opportunity to match L1 bid.***

**5.2.6.** In case of turnkey/system-integration projects, eligibility of the bidder as a domestic manufacturer would be determined on the domestic value addition calculated only for the value of the notified DMEPs (i.e. product notified by Govt of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time) forming a part of turnkey/system-integration projects and not on the value of whole project.

**5.2.7.** At present, the products notified by Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) are given in **Annexure DMEP 1 & DMEP 2**. Additionally, the Notified DMEP's with percentage of procurement and Domestic Value Addition Percentage are also given in **Annexure DMEP 3**. However, the percentage of procurement and Domestic Value Addition Percentage will be as notified by Government of India i.e. Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT) from time to time.



**5.2.8** The DMEPs which are not covered in Annexure DMEP-3 but covered in Annexure DMEP-1 & DMEP-2, the Bill of Material sourced from Domestic Manufacturers (Dom-BOM) will be calculated as per the provisions given in the policy. As per the notifications issued by Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT), Domestic Value Addition in terms of BOM of domestic manufacturers for the Year 1 will be 25% for the purpose of procurement upto **31.03.2015**. The Domestic Value Addition for Year 2 onwards shall automatically increase by 5% in terms of the policy.

The methodology for calculating the Percentage of Domestic Value Addition will be as per the Notification issued by the Department of Electronics and Information Technology (DeitY) vide Notification No.33(3)/2013-1PHW dtd.23.12.2013 read with further Notifications issued from time to time.

Formula for calculating the Percentage is as under:

**Percentage of Domestic Value Addition= Domestic BOM x 100/ Total BOM.**

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

Date:

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

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

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

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

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

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

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

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

For and on behalf of \_\_\_\_\_ (Name of firm/entity)

Authorised signatory (To be duly authorized by the Board of Directors)

**<Insert Name, Designation and Contact No.>**



**Indicative List of Generic Products:**

S.No.	Items
1	Notebooks and Netbooks
2	Tablets
3	Desktops
4	Servers
5	Printers
6	Keyboards
7	Monitors
8	Storage USBs, Memory Cards
9	CCTV and Surveillance cameras
10	ATMs
11	Photocopiers
12	Scanners
13	Faxes
14	Smart cards
15	Mobile Handsets
16	Hand Held Terminals
17	PC Projector
18	POS based devices

**Indicative List of Telecom and Network Products:**

S.No	Items
1	SIM Cards (Personalisation & OS in India)
2	Encryption/UTM Platforms (TDM and IP)
3	Core/Edge/Enterprise routers
4	Managed Leased Line Network Equipment
5	Ethernet Switches (L2 and L3), Hubs, etc.
6	IP based Soft switches, Media Gateways
7	Wireless, Wireline PABXs
8	CPE (including Wifi Access points and Routers, Media Converters), 2G/3G Modems, Leased line modems, data cards etc.
9	Set-Top Boxes
10	SDH/Carrier Ethernet/Packet Optical Transport Equipment
11	DWDM/CWDM systems
12	GPON Equipments
13	Digital Cross-Connects/MUXs
14	Small size 2 G/3 G GSM based Base Station Systems
15	GSM 2G & 3G/4G, CDMA based wireless Access systems including BTS, BSC, MSC, Media Gateway, Media server, GGSN, SGSN, Node B, RNC, E Node B,EPC, HLR, SMSC & other subsystems.
16	LTE based on broadband wireless access systems (e Node B, EPC etc.)
17	WiFi based broadband wireless access systems (Access Point, Aggregation Block, Core Block, etc.)
18	Microwave Radio systems (IP/Hybrid)
19	Software Defined Radio, Cognitive Radio systems
20	Repeaters (RF/RF-over-optical), IBS and Distributed Antenna system
21	Satellite based systems – Hubs, VSAT, etc.
22	Copper access system (DSL/DSLAM), Optical Fibre, Optical Fibre Cable.
23	Network Management systems
24	Security & Surveillance communication systems (video and sensor based).

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

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

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

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

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

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

## ii. Dot Matrix Printers :

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

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

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

Main inputs in BOM / Stages for manufacture of Dot Matrix Printers	Value addition required for the inputs to be classified domestic BOM
1	2
Main PCB	Domestic assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Main PCB" will be minimum 10% (of the value of part and components used in the manufactured of "Main PCB in year 2 which will increase to minimum 15% the value of part and components used in the manufactured of "Main PCB) in year 3 and subsequent years except value of bare PCB
Bare PCB	Domestically manufactured
SMPS	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "SMPS" will be minimum 10% (of the value of part and components used in the manufactured of "SMPS ) in year 2 which will increase to minimum 20% of the value of part and components used in the manufactured of "SMPS ) in year 3 and subsequent years
Carriage Motors and Paper feed motors	Imported as sub assembly and tested domestically along with main printer mechanism.
From Control Panel	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Home position/ Paper End Sensors	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Main Printer Cabinet and other small plastic components	Domestic Moulding of Printer Cabinets and other parts
Printer Mechanism Assembly	Domestic assembly using indigenously manufactured rubber platens, small rubber parts , sheets metal components, Plastic Gears and other Plastic Parts with turned steel shafts

	and above mentioned sensors and motors
Print Heads and inter connecting cables	Domestic assembly and testing from imported/indigenously manufactured parts and components
Final Assembly / testing and design / development	Domestically assembled / tested and any Intellectual Property (IP) resident in India.

### III. Tablet Personal Computers:

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

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

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

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

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

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

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

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

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

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

Main inputs in BOM / Stages for manufacture of Tablet PC	Value addition required for the inputs to be classified domestic BOM
1	2
Hard Disk Drive	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Display Panel (LCD,LED etc) + Back cover+ Bezel	Domestic assembly and testing from imported/ indigenously manufactured Display Panel , Back cover, Bezel or combination subject to the condition that from year 3 onwards: (i) Back cover shall be domestically manufactured and (ii) Back Light assembly and testing of display panel shall be done domestically
DVD Drive	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Cabinet+ Motherboard+ Power Module	Domestic assembly and testing from imported/ indigenously manufactured Cabinet, Motherboard, Power Module or combination except value of bare PCB and Semiconductor BoM (i.e., Semiconductor chips & modules on Motherboard) subject to the conditions that: (I) Value of domestically manufactured parts



	and components used in the assembly of "Motherboard + Power Module" will be minimum 10% (of the value of part and components used in the manufactured of "Motherboard + Power Module") in year 2, which will increase to minimum 20% (of the value of part and components used in the manufactured of "Motherboard + Power Module") in year 3 and subsequent years and (II) Cabinet shall be domestically manufactured from year 3 onwards.
Semiconductors (i.e. Semiconductor chips and Modules on Motherboard)	The value of only those Semiconductor Chips and modules (including processor and memory) of the Integrated Motherboard <u>less</u> the value of their indigenous design ( for which IP is resident in India) on which ATMP operations are carried out domestically will be taken as domestic BOM *
Bare PCB	Domestically manufactured
Power Adapter	Domestically assembly and testing from imported/ indigenously manufactured parts and components subject to the condition that value of the domestically manufactured parts and components used in the assembly of "Power Adaptor" will be minimum 20% (of the value of part and components used in the manufactured of "Power Adaptor") in year 2 which will increase to minimum 30%,40% and 50% in years 3, 4 and 5 respectively
Keyboard/ Touchpad and/or Trackpoint	Domestic assembly and testing from imported/ indigenously manufactured parts and components
Battery	Domestic assembly and testing from imported/ indigenously manufactured parts and components
(i)Final Assembly/ Testing and (ii)Design/ Development	(i) Domestically assembled/ tested and (ii) Intellectual Property (IP) resident in India for any of the above items. The value of IP resident in India for any of the above item shall be reduce from its value in domestic BoM.

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

## V. Smart Cards:

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

### (A) Contact Smart Cards:

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



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

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

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

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

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

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

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

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

**vi. LED Products:**

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

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

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

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

## **6.0 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) Interse 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, ED/Educational cess/SalesTax/CST/VAT), 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 Annexure- A i.e. instructions to tenderers for filling up of rates, taxes, duties, freight charges and other levies in the financial offer form.
- (vi) The firm shall clearly indicate in their offer, the exact percentage of VAT/Trade tax/ Sales tax that they shall be charging, which is applicable as per latest taxation laws/regulation/ notification ( including the taxation laws ( amendment ) Act.2007 (16 of 2007) and gazette notification dated 29/03/07 issued in this regard). The firms should also submit a scanned copy of documentary evidence along with their e-bid for claiming VAT/Sales Tax/ Trade Tax of the State in which the firm is situated. In case, if any firm fails to quote the exact percentage of VAT/ Trade Tax/ Sales Tax as per latest taxation laws or use ambiguous words like 'extra if applicable' then the system shall take NIL value into accounting to calculate FOR/destination accordingly for the purpose of arriving at inter-se ranking of that offer.
- (vii) It shall be the responsibility of the tenderer to ascertain whether any entry tax is payable on commodity quoted as per the Maharashtra Tax on Entry of Goods into Local Areas Act 1999. If entry tax is payable on the quoted commodity, the tenderer shall indicate the prevailing rate of entry tax payable on such commodity. In case, the firm does not indicate the rate of entry tax, no entry tax shall be payable by the purchaser and tenderer has to bear the same if it is levied or becomes payable in future. Vendors should enter in 'Other Charges' field, exact calculated lump sum charges per unit of entry tax or any other charges for which no specific field is available in the financial

offer form. In cases, more than one such charges is payable, total other charges per unit should be calculated and entered in the field "Other Charges". Break up of such charges can be shown in the remarks field. Any entry made by the tenderer outside the relevant field shall not be considered while deciding the inter se ranking of the offers; irrespective of the fact whether the tenderer has mentioned specific rates or otherwise at some other place in its offer. In cases Entry Tax/Other charges calculation differ from actual payable, inter se ranking shall be decided as per charges entered by the firm in the "Other Charges" field of financial offer form. However payment will be made as per actual or as entered in the "Other Charges" field whichever is lower; subject to submission of documentary evidence. The Important Note of Para 9.0 of E-Tender Document of Annexure "A" prevail and the comparative statement generated by the system will be the basis for evaluation of offers.

(viii) There is no provision for quoting concessional ED rate linked with the turn over. Tenderer shall quote exact %age of ED and system shall evaluate inter-se-position taking the ED element quoted in E-bid. But while placing order, the ED as deemed fit by the purchaser will be permitted by the purchaser.

(ix) 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 and excise duty leviable and all charges for packing, cartage, loading forwarding, octroi charges (where Octroi exemption certificate issued by the consignee is not acceptable to concerned authorities) & Entry Tax etc. In addition, a complete break-up showing ex-factory price, excise duty, taxes, handling & freight charges etc shall also required to be given by the tenderer.

(x) 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.

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

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

## **7.0 CONSIDERATION OF UNSOLICITED OFFERS:**

Unsolicited offers received against Limited tender enquiries and offers from firms against Bulletin tender enquiries for which they are not registered with Railways for the tendered items, will normally be ignored. However, under exceptional circumstances, where it is felt necessary to consider such offers on account of inadequate competition, non-availability of suitable quotation from registered suppliers, urgent demands, capacity/capability of firm offering to supply the relevant item being known and rates received are reasonable etc. the exception to this, will be decided on the merit of the case.

## **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 Rate, Taxes and Duties:**

**9.1** Each vendor shall fill in and submit the Financial Offer Form in all respect and encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

**9.2** Tenderers shall clearly indicate separately ex-works basic price, unconditional discount, packing charges, forwarding charges, the applicable percentage of Excise Duty in exact %age, Educational Cess, Sales Tax/VAT, other charges and amount of Freight charges up to destination, in the respective field of the Financial Offer Form for each unit tendered. Tenderer should note that Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quote a composite rate, due break-up is to be given by them showing freight and forwarding charges separately in the field of the Financial Offer Form.

**9.3** 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 aspect will make the offer liable to be ignored.

#### **10.0 EXCISE DUTY:**

**10.1** Tenderers are requested to refrain from quoting vague terms like "Excise Duty as applicable". They will have to clearly quote the percentage ED extra as applicable on the date of Tender opening.

If quoted rate is inclusive of ED or the item is not dutiable, the tenderer must use the drop down option in the Excise Duty type and select appropriate option such as "Inclusive" or "Not applicable". If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate of ED obtained in the tender batch.

Please also mention clearly if excise duty is applicable on the tendered item or not.



If Excise Duty (ED) is being charged extra, then the tenderers should clearly indicate the maximum percentage of statutory ED as will be applicable during currency of contract for the tendered stores in the appropriate field of the Financial offer Form.

If concessional ED is applicable at the time of submitting offers and the tenderer wish that actual ED at the time of supply should be reimbursed, then they should clearly quote with maximum percentage of statutory ED that can become applicable later based on Turn Over. **Tenders will be evaluated on the basis of maximum rate of statutory ED which may become applicable and not the concessional rate of ED.** However, ED will be reimbursed at actual (on production of documentary evidence of payment of ED) and within the upper ceiling of the maximum ED rate considered for evaluation purpose.

If ED is not claimed in the offer and no mention is made about Excise Duty, then no ED will be payable.

If ED is quoted in the offer with exact rate and no statutory variation is also quoted by the firm in the offer, then the same will be considered duly evaluating the offers with exact rate of ED.

In no case the variation in ED (beyond the statutory maximum rate of ED applicable at the time of submission of offer) due to increase in turnover during the currency of contract will be admissible unless specifically mentioned in the offer.

If the tenderer misclassifies the goods under relevant excise tariff rules, this Railway will not pay increased Excise Duty due to such misclassification.

ED will be paid subject to documentary evidence and government notifications only.

## 10.2 Payment of ED and Excise Duty – Modvat / Cenvat Rules.

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

- (i) The rate of ED is advalorem. The ED at present legally leviable in this case is ₹ \_\_\_\_\_ i.e., on ₹ \_\_\_\_\_ being the unit value of the Stores assessed by the concerned authority of the Excise department.
- (ii) Certified that the ED charged on this bill is not more than that is legally leviable and payable under the provision of the relevant act or rules made there under.
- (iii) Certified that the amount of ₹ \_\_\_\_\_ claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.
- (iv) Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending \_\_\_\_\_. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.
- (v) **MODVAT/CENVAT certificate:** The tenderers will have to give the following certificates in their offer:

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

### 10.3 Special MODVAT/CENVAT Condition for all the Lead Acid Batteries:

The tenderer has to give details of **MODVAT** benefit on raw material (Lead), which will be passed on to the Purchaser. The tenderer should indicate weight of "Lead" used in manufacturing one battery as "Raw Material" input. **MODVAT** benefits/additional duty set-off on the goods supplied, if any, accrued to the tenderer will have to be passed on to the Railways (purchaser) under the **MODVAT** scheme by way of reduction in prices.

### 11.0 SALES TAX/VAT/TURNOVER TAX:

Tenderers must clearly indicate the exact amount/percentage of Central/Sales Tax/VAT claimed by them as applicable in the state of the seller or quote "Zero" if exempted in the appropriate input box on the Financial Offer Form and should not use ambiguous words such "as applicable" in the financial bid. They should also invariably mention the Schedule no., Section no. and item no. of the Schedule/Section for the tendered item, duly supported by copy/copies of the relevant schedule and Notification /Circular for the tendered item of the supplier's state.

The rate/amount of Sales Tax even when included in the rate quoted by a tenderer must be spelt out separately. Where the rate/amount of Sales Tax/VAT included in the rate is NIL, this should be specifically stated in the Financial Offer Form.

Tenderer should confirm whether material offered for sale, fall in the category of Goods of Special importance (declared goods) as incorporated in section 14 of CST Act, 1956.

While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off /input tax credit that would become available to them by switching over to the system of VAT from the existing system of Sales Tax, duly stating quantum of such credit per unit of item quoted for.

The tender while quoting for tenders should give the following declaration:

"We agree to pass on such additional set off / input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

The Supplier while claiming the payment shall furnish the following certificate to the paying authorities:

"We hereby declare that, additional set-off/input tax credit to the tune of Rs.\_\_\_\_\_ has accrued and accordingly, the same is being passed on to the Purchaser and to that effect the payable amount may be adjusted. If any surcharge of tax is applicable, the same should be indicated clearly"

Tenderer should also confirm if any concessional rate are applicable for the tendered item to be supplied to Central Govt. Deptt./ Railways for the items to be used in



Holding Stock etc. and mention the form/certificate if any required to be furnished by Purchaser to avail of the concessional rate.

The tenderer/supplier shall also ensure that the tendered PO item is not covered subsequently by any concessional rate due to change in Govt. Policy etc. and furnish the following certificate to the bill paying authority without which, the CST/VAT will not be paid:-

**“It is certified that this PO item is not covered by any concessional item at the time of tendering or subsequently till date due to any Govt. notification to the best of our knowledge and the rate of CST/VAT has been claimed as applicable as on date of dispatch/delivery. In the event of the rate at which the claim is made is found to be higher side, railway may recover the difference from our pending bills/future bills, under intimation without seeking any consent for the same.”**

**Statutory Variation:** The Tenderer should clearly & invariably mention **in the Remarks Col. if Statutory Variation is applicable or not.** If no remark is made in the remarks column regarding Statutory Variation, it will be deemed that Statutory Variation is not applicable to the contract and any increase in Statutory Variation will not be allowed however, decrease in Statutory Variation will be available by the purchaser.

## 12.0 DISCREPANT RATES (Manual):

In case the tenderer quotes a discrepant or mismatching basic rate, excise duty, sales tax 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 Rly. 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.

### 12.1 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, excise duty, sales tax 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.

## 13.0 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.

#### **14.0 Deviation Statement:**

(i) Tenderer should note that, if any column/field is left blank either in Techno- 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 by CR and thereafter no change in those parameters will be accepted/permitted by CR.

(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 Para 8 of the instructions to tenderers for E-tendering i.e. Annexure-A 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.

#### **14.1 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."

#### **15.0 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 1 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.

**15.1 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 installments 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 702 (a) of IRS conditions of contract for the delayed quantities, which have remained unsupplied for that period.

## **16.0 LIQUIDATED DAMAGES:**

**16.1** 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 waiver will be considered, notwithstanding any past instances of such waiver or levy of token LD.

**16.2** Railway should recover from contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 2% (Two percent) of the price of any stores including element of taxes, duties, freight etc. , which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to maximum of 10 % of value of the delayed supplies."

**16.3** Upper limit for recovery of LD in supplies contract will be 10% of value of delayed supplies irrespective of delays unless otherwise provided specifically in the contract.

## **17.0 CARTEL FORMATION:**

**17.1** 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.

**17.2** Part-I 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.

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

**17.4** The present policy of distribution of ordering quantities on approved sources and new sources, based on the status of approval obtaining on the date of Tender opening will be followed in normal circumstance. **However in Tenders, where cartel formation is suspected, the purchaser will be free to distribute the ordering quantities in any manner deemed fit in the interest of the administration ignoring the status of approval.**

**17.5** 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.

## **18.0 SPLITTING OF TENDERED QUANTITY:**

### **18.1 Case of no prior decision to split the order quantity:-**

**18.1.1** 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

**18.1.2** In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 18.2.2 below.

### **18.2 Case of pre-decided split ordering:**

**18.2.1** 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.

**18.2.2** 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, critically 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/equity based extrapolation of the model as indicated in the above para.

**B(II)** There could be situation when between the lowest firm considered suitable for bulk quantity (L1 firm "A") and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for part quantity. For example, say L1 firm "A" is Pt.I firm, L4 is Pt.II firm (and both considered suitable for bulk quantity order) and splitting is to be done between these two Pt.II firms. But there are two Pt.II firms in between who are suitable for part quantity. In such cases, L1 should be given its proportion based on its rate differential with respect to L4, (say by this, L1 gets 65% of NPQ). The balance quantity (say 35% of NPQ) is to be distributed among other firms. The balance quantity is to be distributed as follows:

- (a) Allocate the Pt.II L2 and Pt.II L3 within the overall ceiling of 15%/25% (of 35% of NPQ).
- (b) Allocate the balance quantity to L4 firm.

Since the Pt.II firms are being given the order in relation to its lower position w.r.t L4 (Pt.II firm), it will not attract the provision of 'order on Pt.II rates should not be at a higher rate than Pt.I rate' as the reference rate for comparison of L2 Pt.II and L3 Pt.II rate is the L4 Pt.I rate.

**18.2.3** In cases of pre-decided splitting if the purchaser decides not to split the ordered quantity, the reason for the same should be recorded in the TC minutes/acceptance in direct acceptance cases.

**18.3** Ordering on Pt-II approved vendors and developmental order shall not construe splitting of procurable quantity.

**18.4** 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 18.2.2(B) shall apply with exception that the aspect of 'per-se reasonability' will not be applicable.

**18.5** 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.



**19.0** 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.

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

**21.0** 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.

**22.0** 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.

**23.0 (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.

#### **24.0 EARNEST MONEY:**

Regarding EMD the tenderer should comply the following instructions:

**24.1** The Earnest Money Deposit (EMD) shall be deposited by all tenderers quoting against advertised tenders subject to following exemptions:

- (i) Eligible MSEs registered with any of the agencies mentioned in the notification of Ministry of MSME (see para 4.0) upto the monetary limit of their registration for the items tendered.
- (ii) Vendors registered with Railways upto the monetary limit of their registration for the items tendered/trade groups of the items tendered.
- iii) Vendors on approved list of RDSO/PUs/CORE/Railways etc for those specific items for which they are on approved list.
- iv) Manufacturers and their accredited agents.
- v) Other Railways, Govt. Departments.
- vi) PSU's for the group of items that are manufactured by them, also for PSU's owned by Ministry of Railways, PSU's that are registered with Production units of Rlys., Zonal Rlys, CR, RDSO, CORE or with MSEs registered with any of the

agencies mentioned in the notification of Ministry of MSME. Further in cases where PSU's is not willing to or unable to pay earnest money, the same may be considered for waiver in consultation with associate finance.

**24.1.1** The tenderer will have to deposit EMD amount in Advertised tenders @ 2% of the estimated tender value subject to an upper limit of:

- a) Rs. 5 lacs for tenders valuing upto Rs.10 crores and
- b) Rs. 10 lacs for tenders valuing above Rs.10 crores.

**24.1.2 FOR GLOBAL TENDERS:**

The limit of Earnest Money Deposit/Bid Security in import tenders will be as under:

- a) For tenders value upto Rs.10 crores ---- 2% of the estimated tender value subject to a ceiling of Rs.10 Lacs.
- b) For tenders valued above Rs.10 crores ---- 2% of the estimated tender value subject to a ceiling of Rs.20 Lacs.

**24.2** Exemptions from depositing EMD by tenderers as applicable in advertised tenders, shall also be applicable in global tenders, for procurement of goods including safety items but excluding M&P.

**24.3** Upper limit for EMD may be enhanced suitably for tender cases/contracts valuing beyond the acceptance powers of GMs/AGMs. The same should be clearly specified in tender documents and purchase orders/contracts.

**24.4** EMD should remain valid for a period of 45 days beyond the final bid validity period.

**24.4.1** All efforts will be made to return the EMD of unsuccessful bidder within 30 days after finalization of tender. However no interest will be paid on account of any delay. For successful bidder EMD will be refunded on receipt of the Security Money/or adjusted against security money.

**24.4.2** If a tenderer does not furnish the earnest money, he should clearly indicate the category under which the firm is exempted and should upload the documentary evidence for the same. Failure to do so will be taken as unwillingness on his part to deposit the earnest money and such offers are liable to be ignored or summarily rejected.

**24.4.3** The earnest money should be deposited either in cash with Chief Cashier, Central Railway, Mumbai CST 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 Nationalised Banks/ SBI/Scheduled Banks of India approved by RBI, drawn in favour of Chief Cashier, Central Railway, Mumbai CST or through Bank guarantee from any Nationalised Banks/ SBI/Scheduled Bank in the prescribed form as per Annexure 4 .

**24.4.4** No interest shall be payable on the Earnest Money.

**24.4.5** The purchaser reserves the right to forfeit the earnest money deposit; (a) If the Tenderer withdraw or revise the offer within the validity of offer, (b) if the tenderer fails to deposit security money in terms of item 24.4.1 above.



**24.4.6** The refund / return of earnest money to the unsuccessful tenderers become due as soon as the tenders are decided & efforts will be made to return the same to unsuccessful bidder within 30 days from the date of decision of tender.

**24.4.7** 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.

**24.4.8** 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.

## **25.0 SECURITY DEPOSIT:**

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

### **25.1 FOR SAFETY ITEMS:**

The 'Security Deposit(SD)/Performance Guarantee' shall be taken from all firms for contracts for all **Safety Items** placed against Advertised Tenders, Limited, Bulletin, Single, Special Limited and Global tenders for contract value above **₹ 15 lakh** instead of the earlier **₹ 10 lakh, with immediate effect.**

### **25.2 FOR OTHER THAN SAFETY ITEMS:**

The Security Deposit (SD) shall be deposited by all firms for contracts for items other than safety items placed against advertised tenders and Global tenders subject to following exemptions :

Vendors registered with Railways upto the monetary limit of their registration for the items ordered/trade groups for items ordered or vendors on approved list of RDSO/PUs/CORE/CR/Railways etc. for those specific items for which they are on approved list or other Railways, Govt. Departments on their specific request and on merits of the case as considered by tender committee.

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

**25.2.2** Security Deposit should generally be deposited by PSU's except those which are owned by Ministry of Railways, registered with production units of Railways, Zonal Railways, CR, RDSO, CORE for supply of those specific items for which they are registered with them. Waiver of security deposit can be considered in other deserving cases in consultation with associate finance. (In case of PSU's only).

**25.2.3** The amount of security deposit (SD) to be deposited, wherever applicable, will be 10% of the total value of contract subject to upper ceiling of Rs.10 lakh for contract valuing upto Rs.10 crores and Rs.20 lakh for contract valuing above Rs.10 crores.

**25.2.4** Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier. All efforts will be made to return the Security Deposit to the successful supplier within 60 days of the completion of the contractual obligations.

**25.2.5** Upper limit of SD may be enhanced suitably for tender cases/contracts valuing beyond the acceptance powers of GMs/AGMs with concurrence of finance. The same should be clearly specified in tender documents and purchase orders/contracts.

**25.2.6** Exemption waiver of SD for procurement of 'Safety items' can be considered in exceptional cases & with the approval of the competent authority on merit of the case, after obtaining approval for deviation from tender conditions.

**25.2.7** The successful tenderers shall within 14 days, after written notice of acceptance of tender has been posted to him, deposit with Chief Cashier, Central Railway, CST Mumbai, in cash or by furnishing a demand draft or fixed deposit receipt issued by a Nationalised Banks/ SBI/Scheduled bank, approved by RBI, drawn in favour of Chief Cashier, Central Railway CST Mumbai, as per details given below as security for satisfactory fulfillment of the contract. The Security deposit can also be made in the shape of Guarantee Bond executed by a Nationalised Banks/ SBI/Scheduled bank as per Annexure 5.

**25.2.8** Firms who are not willing to submit security deposit should clearly mention this deviation in their offer itself otherwise it will be treated as agreement on firms part to railway terms and conditions in this regard. Offers of firms who are not willing to submit the security deposit are liable to be ignored, until unless specifically exempted as per extant rules.

**25.3** When security is deposited in cash or by demand draft with Divisional Cashier, Central Railway CST Mumbai the cash receipt granted by him should be sent to the Controller of Stores, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CST - 400001.

**25.4** 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.

**25.5** 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.

## **26.0 Bank Guarantees (BGs):**

To be submitted by suppliers/ contractor should be sent directly to the concerned Railway authorities by the issuing bank under registered post AD.

## **27.0 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 & COS/CR both by E-mail & fax (or through Speed post where E-mail/fax is not available).

**27.1** For P.O value above Rs. **1.5 lakh**, pre-inspection by RITES/RDSO/DQA/The Coal Controller/CFRI-Dhanbad is mandatory otherwise the tender is liable to be passed over. Exception to this will be decided on the merit of the case.

**27.2** 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.1.5 lakh. This condition should be stipulated in the Purchase order.

**27.3** 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.

**27.4** In case the firm fails to offer the material for inspection against inspection call issued to inspection agency or if the material have to be re-inspected due to rejection of the material at the firm premises by the inspecting agency or due to non-despatch of material within validity of inspection certificate, then 50% of the inspection charges applicable for the offered quantity subject to maximum of Rs. 5000/- and actual test charges incurred will be paid by the supplier to the inspecting agency.

**27.5** For authorized dealers/agents, the inspection will be done at the manufacturers premises only.

**27.6** 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 Controller of Stores 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.

## **28.0 DELIVERY TERMS/DELIVERY PERIOD:**

**28.1** 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.

**28.2** 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.

**28.3** 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.

**28.4** 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.

**28.5** 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.

**28.6** 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.

**28.7** 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.

**28.8** 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.

**28.9** 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.

### **29.0 Octroi Exemption Certificate:**

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 honoured by the concerned municipal authority and Octroi charges become payable, the supplier will have to bear the same.

### **30.0 Road permit :**

The tenderer / supplier should note that for getting road permits for making dispatches of material by road (after receipt of purchase order), they must send a written intimation at least 30 days in advance before likely date of dispatch of materials, duly indicating no. of road permits required, the approximate quantity with brief description of item etc. and this written intimation must be sent to the ultimate consignee both by fax & E-mail (where E-mail /fax is not available, communication for such matter must be made by speed post). However, the supplier are at their liberty to make telephonic calls

in this respect also to the concerned person as indicated above, but sending the intimation both by E-mail and by fax (or by Speed post where E-mail/fax is not available) is must. The supplier shall also note that before asking additional no. of road permits from the concerned ultimate consignee, the supplier shall have to ensure that all earlier issued road permits against a particular purchase order has been used by them for that particular consignee of CR or else all unused road permits must be returned by them to the concerned officer (who have issued such road permit) but well within its validity period. In case any supplier does not fulfills this condition after entering into the contract, then the ultimate consignee shall be at liberty to take a final decision regarding issue of further road permits to such defaulting supplier (i.e. whether to issue further road permits or not) & then for any delay on this account (i.e. non-issue of road permit by consignee etc.), such defaulted supplier only will be held fully responsible. Firm should note that immediately after receipt of PO, they should obtain complete postal address, E-mail, fax no. etc. of all ultimate consignees for communication. Tenderer should note that, failure to comply above instructions by the supplier after receipt of PO (as these condition will also be the part of the contract) will be considered as adverse performance of the firm by CR.

Tenderers are called upon to carefully examine the locations of various consignees situated in different states and admissibility or otherwise of exemptions offered by the respective State Governments / Local Authorities on interstate Transportation / import of Goods from other states (e.g. Entry Tax / Octroi / Sales Tax etc.) before submitting their offer. It may be reiterated that the total landed cost of goods offered shall, in no case, exceed the sum of various constituents of rates quoted in their original offer.

### **30.1 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.

### **30.2 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 & COS/CR 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 CR.

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, & COS/CR 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 CR.



### **31.0 PACKING CONDITIONS:**

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

### **32.0 Guarantee/Warranty:**

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

### **33.0 Price Variation Clause:**

Tenderers should quote firm price. No PVC shall be accepted unless otherwise mentioned in the tender document for the items. For items where PVC clause is mentioned in the E-tender documents, tenderer should quote strictly as per price indices according to the specified price variation formula.

Tenderers please note that in tenders floated with PVC by Railways, they are advised to quote as per specific PVC formula given in the tender schedule. Offers with deviation in PVC formula other than the one prescribed in the tender schedule, will be summarily rejected. In case of offers from tenderers quoting firm price, where Railway has incorporated pre-defined PVC formula, PVC on lower side will be made applicable.

### **33.1 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** 95% payment for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignees end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR/PWB may be considered as the proof of dispatch.

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

**34.4** However, in this connection it is to be made clear that for orders valuing upto Rs. 5 lakhs, no advance payment will be made and only 100% payment will be made against receipt and acceptance of the material by the consignee i.e., against Receipt Note.

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



**34.6** 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 Financial Adviser and Chief Accounts Officer, Stores Accounts Branch, Central Railway, Mumbai CST 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 FA&CAO / Stores Account Branch, Central Railway, Mumbai CST or Paying Authority mentioned in the contract, endorsing a copy of the forwarding letter to the Controller of Stores as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

**34.7** 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 34.6 above, the supplying firm will prepare their 100% 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.

**34.8** The Supplier is also required to furnish the following certificate on their bill for advance payment : -

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

**34.9** The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with excise authorities for availing MODVAT / CENVAT Credit:

"we certify that no additional duty set offs on the stores supplied by us, have accrued under the MODVAT / CENVAT 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 ) @ 2% of the value of delayed stores for delay of every one month or part thereof , however upper limit of recovery of in supply contract will be 10% (Ten Percent of value of delayed supplies ) irrespective of delays, unless other wise 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 Controller of Stores, Central Railway, Mumbai CST before bills are submitted.
- (c) All Bills should be submitted in forms S-2817 in duplicate, marked ' Original' and ' Duplicate'. These bill forms can be had from the office of Controller of Stores, Central Railway, Mumbai CST on payment @ R s. 60/- per book containing 100 forms each in cash to the Chief Cashier Central Railway, Mumbai CST or through Crossed Demand Draft in favour of the FA&CAO (SAB), Central Railway, Mumbai CST.
- (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 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 a long with the bills.

- (m) in case of Advance Payment, following documents should also be enclosed along with the bills: -
- (i) Receipt Delivery Challan Duly signed and stamped by Gazetted Officer/ Clear Railway Receipt.
  - (ii) Original Inspection Certificate.
  - (iii) Excise Invoice (original - for buyer) wherever Applicable.
  - (iv) MODVAT / CENVAT declaration.
  - (v) VAT declaration
- (n) In case of 100% and Balance Bills, the following documents be enclosed along with the bills: -
- (i) Receipt Note Part - II
  - (ii) ED gate pass wherever applicable.
- (o) All other relevant documents as per contract provisions.

### **35.0 OPTION CLAUSE:**

**35.1** In the tenders for fixed quantity contracts for procurement of materials of which the requirement are of continuing nature and tender value is more than 75 lakhs, the following conditions will apply:

“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 last date of Delivery Period & similarly the Purchaser reserves the right to vary the ordered quantity by (-) 30% or the quantity unsupplied whichever is less at any time, till final delivery date of the contract, by giving reasonable notice.”

**a.** ‘Reasonable notice’ as mentioned above Para 35.1 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.

**b.** The purpose of “Reasonable Notice” for exercise of (-) 30% Option Clause consequent to decrease in prices subsequent to the placement of contract should be served by giving a reasonable opportunity to the contractor to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 30% quantity, whichever is less. Here also, no consent from the contractor towards exercise of the contractual Option Clause is necessary.

**c.** 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.

**d.** The Purchaser reserves the right to increase or decrease the ordered quantity, not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable extension in delivery period for the tenders valuing more than ₹ 10 lakh for items of Safety nature specified in the tender schedule.

### **36.0 RISK PURCHASE:**

Please note risk purchase period shall be 9 months instead of 6 months as provided in clause 0702(B) of IRS terms & conditions of contract. The above Risk purchase clause shall not be applicable where ever 10% security deposit has been taken from supplier and in case of default by such supplier, the security deposit shall be forfeited, the quantities unsupplied shall be procured independently without risk and cost of the original firm/supplier. However, in such case adverse performance of such firm may be recorded & intimated to the source approving agency & also taken in to account in future tender cases on merit & in other case where tenderers not asked to deposit 10% Security Deposit, in case of default on the part of the firm, action will be initiated as per IRS conditions.

However, Risk purchase clause is not applicable for Safety Items since 10% Security Deposit is compulsory for all orders on Safety items unless SD is waived in exceptional circumstances.

### **36.1 General Damages:**

When an obligation resembling those created by contract has been incurred and has not been discharged, the Purchaser affected by the failure to discharge it, is entitled to receive the compensation from the party in default, as if Supplier had contracted to discharge it and had broken his contract.

Where actual or potential loss has been incurred due to the failure of the Supplier to put in supplies within the contracted delivery period and the Purchaser has no option but to cancel the contract and where the cancellation of the contract is resorted to by the Purchaser at the risk and cost of the firm or where risk purchase could not be resorted to, due to any reason, General Damages within the ceiling of amount, calculated under the contract, will be levied.

The Purchaser shall be entitled to recover from the Contractor as compensation to the Railway, a sum to extent of 10% of the **cancelled** value of the contract.

### **36.2 Force Majeure Clause:**

Force Majeure means an event beyond the control of the supplier and not involving the suppliers fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance. Supplier must produce documentary evidence of District/State Government for support involving Force Majeure situations.

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

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the

contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option, terminate the contract without any financial repercussion on either side.

There may be a Force Majeure situation affecting the Purchase organisation only. In such a situation, the Purchase organisation is to take up with the Supplier on similar lines as above, for further necessary action.

### **37.0 PRICE FALL CLAUSE:**

**37.1** The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any person/organizations including the purchaser or any Department of Central Government or any Railway office or any Railway undertaking, as the case may be, during the currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.

**37.2** If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser of any Department of Central Government or any Railway office or any Railway undertaking, as the case may be, at a lower price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced.

**37.3** The contractor shall furnish the following certificate to the concerned Accounts officer along with each bill for payment of supplies made against the contract:

"I/We certify that there has been no reduction in sale price of stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organizations including the purchaser or any Department of Central Government or any Railway office or any Railway undertaking, as the case may be, upto the date of bill, at a price lower than the price charged to the Government under the contract."

**NOTE:** The price fall clause as mentioned in para 37.1 to 37.3 above, shall be applicable only in those cases where the same is shown as applicable.

### **38.0 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.

### **39. CONDITIONS OF TENDERS (APPLICABLE ONLY FOR MACHINERY & PLANTS ITEMS)**

#### **39.1. 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.

#### **39.2. 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.

#### **39.3. 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.



**39.4. VALIDITY:**

The offer should be kept valid for 120 days from the date of opening of the tender.

**39.5. 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 net - work/ office which render the said service.

**39.6. ELEMENT OF FREIGHT FOR INDIGENOUS PURCHASE:**

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

**39.7. COMMISSIONING & PROVING TEST:**

**39.7.1** 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 ED & ST will be allowed on this commission & installation charges. This 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.

**39.7.2** 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.

**39.7.3** 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.

**39.7.4** Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the Clause 39.7.3 above.

**39.8. WARRANTY**

(a) Warranty period for M&P will be 24 (twenty four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (two) weeks will be allowed for attending and rectification of faults during the warranty period 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, the same should be recorded and circulated to all Railways. The same should be given due regard in deciding future orders on the firm and when evidence to the contrary is not available; the firm's offer may be even rejected.

### **39.8.1 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.

### **39.9. 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.

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

### **39.10. TRAINING:**

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

### **39.11. 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.

### **39.12. PAYMENT TERMS**

**39.12.1** 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.

**39.12.2** 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.

### **39.13 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/ PW B 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 Controller of Stores , 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.

### **39.14 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.

**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 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.**

## 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)
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(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 (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.

**Signature & Seal of Tenderer**



**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 5.0 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 Controller of Stores,  
(Railway/Production Unit)

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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).

**PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)**

To:  
The President of India,  
Acting through  
The Controller of Stores,  
(Railway/Production Unit)

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In consideration of the President of India (hereinafter called "the Government") having agreed to exempt ..... (hereinafter called "the said Contractor(s)") from the demand under the terms & conditions of an agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (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 \_\_\_\_\_ (Office/Department) Ministry of \_\_\_\_\_ 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 \_\_\_\_\_, we shall be discharged from all liability under this Guarantee thereafter.

5. We \_\_\_\_\_ (Indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions or 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)**

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

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

The PRESIDENT OF INDIA,  
Acting through the Controller of Stores, Central Railway,  
MUMBAI, CST.

Dear Sir,

Subject : C.O.S./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.

## PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

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

Bank Guarantee No.....

To

The PRESIDENT OF INDIA,  
Acting through the Controller of Stores, 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 indemnify 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.

**(PROFORMA FOR WARRANTY GUARANTEE BOND)**

To:  
The President of India  
Acting through  
The Controller of Stores, 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 ex tension 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 o r 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 an y 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 .....

Signature .....

Place .....

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.

**CHECK LIST FOR TENDERERS**

1. Have you quoted in the prescribed Proforma in SOR **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 26.5.1 of 'Instructions to tenderers.') **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 120 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 (d) of 'Instructions to tenderers') **Yes/No.**

**Signature & seal of  
Manufacturer / Tenderer**

**CENTRAL RAILWAY, MUMBAI CST.  
INSTRUCTIONS 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. Instructions for submitting E-bids on IREPS Site (Annexure-A)
  - c. Important Terms & Conditions of Tender (Schedule of Requirements {SOR})
  - d. Techno-commercial offer Form including attached documents, if any. Financial offer Form. (Generated by system after opening of bid).
- 2.0** Please read carefully Instructions to Tenderers for submitting E-bids, all Important Terms & Conditions of Tender (SOR) & IRS Conditions of Contract as available on Organizations (Central Railway) page, on the web site [www.ireps.gov.in](http://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' (SOR), 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.
- 3.1** Firms, which are not registered on IREPS may refer to Annexure A-1 in which details of registration procedure on IREPS site are mentioned. They are also advised to refer to Annexure A-2 in which procedure for obtaining Class-III Digital signature is indicated.
- 4.0** All mandatory fields marked with (\*) have to be filled in by the bidders.
- 5.0** Tenderers can download E-Tender form only after payment of tender document cost either online through payment gateway facility provided (whenever enabled) on the web site or after submitting the details of tender document cost paid offline in the form of Demand Draft, Cash Receipt (for payment made to Chief Cashier of the Central Railway, Mumbai CST). The tenderers exempted for deposit of tender document cost have to declare the same specifying the clause under which they are exempted. They must upload a scanned copy of relevant document (such as exemption certificate showing the item of registration & registration period validity) in support of their claim.

It may be noted that the tenders not accompanied with the tender document cost are liable to be rejected. In cases of offline payment, the tenderers shall attach and upload a scanned copy of the demand draft/ cash receipt for the tender fees along with the tender bid. The Demand Drafts/ payment instruments have to be dated prior to or on the date of tender opening and not thereafter. Any offer with the issue date of the Demand Draft/instrument after the date of Tender opening and submitted towards cost of Tender document will not be acceptable. The demand draft/cash receipt should reach in the office of Controller of Stores within 10 working days of the



tender closing date. Railways shall not be responsible for any postal delays in such cases. The tenderers are advised to ensure compliance of the above for consideration of their offers.

- 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** Railways have started making payments 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 (Schedule of Requirements {SOR}) 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 Annexure-A & Important Terms & Conditions of Tender (Schedule of Requirements {SOR}) as available on IREPS site i.e. [www.ireps.gov.in](http://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 (including maximum percentage of Sales Tax/VAT and E.D or any other 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 can not 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 levy 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 interse 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 Excise Duty, Sales Tax/VAT, Entry Tax, packing charges, forwarding charges etc. are not quantified in exact %age, then these elements like taxes/duties etc. shall also 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 interse 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 levy 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 The Earnest Money Deposit (EMD) shall be taken from all tenderers against advertised tenders subject to exemptions as detailed in condition no. 24 of Important Terms & Conditions of Tender (Schedule of Requirements {SOR}).
- 12.2 The amount of EMD has been as specified in condition No.24 of Important Terms & Conditions of Tender (SOR).
- 12.3 Tenderers seeking waiver or exemption from payment of EMD shall have to attach scanned copy of requisite documentary evidence in support of their claim and should clearly indicate the category under which the firm is exempted. Such tenderers are also required to give an undertaking in the respective offer page that if their claim for exemption from payment of EMD is found to be false, their offer will be liable to be rejected. For the other tenderers, Earnest Money as stipulated in the Notice for Invitation of Tenders (NIT) will have to be paid either manually (i.e. off line) as Bank Guarantee (as per enclosure Annexure-4)/ DD/ Cash Receipt etc or online through Payment Gateway link (Hyperlink). In case of offline payment of EMD as Bank Guarantee/Deposit Receipt/Cash Receipt etc., the same should reach COS office within 10 working days of tender opening date.

**12.3** All other bid terms and conditions shall be as per Important Terms & Conditions of Tender (SOR).

### **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/DLW/CLW/CORE etc may be obtained from the concerned authorities who have issued these, on payment.
- (ii) Drawings & specifications framed by Railways may be obtained from the office of the purchaser i.e, Controller of Stores, Central Railway, Mumbai C.S.T. However, in such cases, the tenderer shall have to:
  - (a) Produce the documentary evidence for having paid the cost of tender documents by them unless they are provided with these documents free of cost because of their entitlement/ eligibility. In the later case, the tenderer will have to produce documentary evidence that they have been provided tender documents free.
  - (b) For such tenderers who download the tender documents, they 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 enclosed, failing which the offer will be liable to be rejected.

### **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 tender notice.

## **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 our bid conditions as specified in bid documents i.e. Annexure-A & Important Terms & Conditions of Tender (SOR) shall have to be uploaded, along with their electronic offer.

## **16 Rate, Taxes and Duties:**

**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 Excise Duty in exact %age, Educational Cess, Sales Tax/VAT and also specific amount of Freight charges up to destination etc, in the respective field of the Financial Offer Form for each unit tendered. Tenderer should note that Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quote a composite rate, due break-up is to 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 aspect will make the offer liable to be ignored.

**16.4** All other terms and conditions shall be as per Important Terms & Conditions of Tender (SOR).

## **17. Excise Duty:**

**17.1** Tenderers are advised to refer to important note given above in para 9 for filling up of Excise Duty in the financial offer form.

The details of Excise Duty (ED) have been specified in condition No. 10 of Important Terms & Conditions of Tender (SOR).

## **18. Sales Tax/Value Added Tax:**

**18.1** Sales Tax/ Value Added Taxes shall be quoted "extra" in Percentage (%) if applicable or quote "Zero" if exempted in the appropriate input box on the Financial Offer Form.

**18.2** Issue of Form "D" towards CST on inter-state purchase by Railways is withdrawn. Consequent upon the withdrawal of "D" Form, the rate of CST on inter-state sale to Railways shall be the rate of VAT/State Sales Tax applicable in the state of the selling dealer/vendor.

**18.3** Provincial or inter-state central sales tax where leviable and intended to be claimed from purchaser should be separately indicated along with the quoted price. The tenderer should quote the exact percentage of VAT that they will be charging extra.

**18.4** All other bid terms and conditions shall be as per Important Terms & Conditions of Tender (SOR) on the subject matter.

**19. Price Variation Clause:**

The present EPS designed system does not have a provision to make tabulation statement with different types of Price Variation Clauses automatically. Therefore, a standard Price Variation Clause (as being followed by CR at present), wherever applicable/permitted shall be incorporated in bid conditions indicating the base price, base date of a specific agency (depending upon which a tenderer generally quotes their variable basic price), with the formula of increase and decrease in prices etc. In that case, vendors shall be asked categorically to quote exactly as per PVC formula as given in the tender document or otherwise in case of any deviation with respect to Price Variation Clause formula quoted by vendor vis-à-vis the PVC formula as specified in bid conditions, their offer shall be considered null and void and shall be summarily rejected. In case of tenderers quoting different base date/rate, such offers shall be updated to have a common base date for the purpose of evaluation of offers and determination of inter-se ranking of offers.

**20.** The statutory variation clause shall be as detailed in para 11.0 of Important Terms & Conditions of Tender (SOR).

**21.** Tenderers are advised to refer to Important Terms & Conditions of Tender (SOR) for detailed Terms and Conditions as available on IREPS site i.e. [www.ireps.gov.in](http://www.ireps.gov.in).

## **ANNEXURE 'A-1'**

### **Important notice to Vendors not registered on IREPS for Participation in E - tenders floated on IREPS site.**

Tender case no. \_\_\_\_\_ due on \_\_\_\_\_ at \_\_\_\_\_ hrs.  
Brief Description of stores -----.

1. Please note that the bids/offers against above tender case of this Railway have been invited electronically to be submitted in Electronic format available on website [www.ireps.gov.in](http://www.ireps.gov.in).

2. The bid submitted manually shall not be accepted at all. So, all the prospective bidders are requested to submit their offer electronically only in the format available on website [www.ireps.gov.in](http://www.ireps.gov.in).

3 For submitting the offer electronically, the tenderers are required to have their class III Digital Signatures Certificate and registration on Indian Railways E-Procurement (IREPS) website [www.ireps.gov.in](http://www.ireps.gov.in).

4. It may be noted that it shall be the sole responsibility of prospective bidders to get themselves registered on IREPS website and to submit their bid electronically prior to due date. Central Railway shall not extend due date of tender opening for any delay on part of the bidder in obtaining digital signature and registration on IREPS site and later on COS/CR/Mumbai C.S.T shall not entertain any complaint for not giving opportunity to the tenderer to quote against this E-tender.

5. The vendors are also requested to read the Vendor user manual available on IREPS website and familiarize themselves with the electronic tender process.

6. Vendors are also requested to attend the familiarization program being regularly conducted at 1600 Hours, every Friday in the Tender Room of the office of Controller of Stores, Central Railway, Mumbai C.S.T.

7. Following officers are nominated for assisting the vendors willing to participate in e-procurement process:

Sr. N	Name & Designation	Telephone No	e-mail ID
1	AEDPM	022-67454762	<a href="mailto:srsysmgr@cr.railnet.gov.in">srsysmgr@cr.railnet.gov.in</a>
2	OS/EPS Cell/ COS office	022-67455436	<a href="mailto:stroseps@cr.railnet.gov.in">stroseps@cr.railnet.gov.in</a>

8. The procedure in brief for obtaining digital signatures and registration on IREPS site are available in Annexure-A2 for the guidance of bidders.

### **For COS/CR/Mumbai CST**



## **ANNEXURE 'A-2'**

### **Procedure for obtaining Class III digital signatures for participation in tender of CR through e-procurement.**

1. Vendors desirous of Registration on IREPS website [www.ireps.gov.in](http://www.ireps.gov.in), have to obtain class III digital signatures as a prerequisite for registration.
2. The digital signature is a tool required for authentication of person who is signing and submitting the document electronically on the website.
3. The type of digital signature required for participation in the tenders of IREPS is a "Class III digital certificate".
4. The digital certificate can be purchased by vendor from any of the Certifying Agencies authorized by Controller of Certifying Agencies (CCA) on payment of charges.
5. The details of the Certifying Agencies for selling of digital signatures are available on website of CCA --- [www.cca.gov.in](http://www.cca.gov.in).
6. Vendors are requested to contact any of the Certifying Agencies for purchase of digital signature and then submit its request for registration on website of IREPS.
7. After having obtained class III Digital Signatures, the vendors may click on the "new vendors" link on IREPS website [www.ireps.gov.in](http://www.ireps.gov.in) which will open a form for registration on the website. Vendors are requested to fill the complete details along with details of digital certificate on this registration form and submit.
8. The registered vendors shall be sent their "user name" and "password" in their e-mail by CRIS for logging on the website of IREPS.
9. Thereafter, new registered vendors can submit their offers after logging on the website using their digital signatures certificate.
10. In case any problem is faced during registration on IREPS website then help can be obtained from help desk CRIS (Centre for Railway Information System) which is being maintained at IREPS website by contacting at following telephone numbers:

Contacts details of officials of CRIS are as under:

I.GM/Project/CRIS                      Tel. No. 011-23379934

II.DGM/Project/CRIS                      Tel. No. 011-24104525

Alternatively an e-mail can be sent to help desk of CRIS at following e-mail address: [helpdesk.eps@cris.org.in](mailto:helpdesk.eps@cris.org.in)

11. Further help can be taken from the officers mentioned in Annexure-"A-1" in regard to any problem related to purchase of digital signatures, registration on IREPS website and submission of offers for e-procurement tenders.

**For COS/CR/Mumbai C.S.T**