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NWR Tender Document

SECTION-I

INSTRUCTIONS TO THE TENDERERS (E-TENDER)

1.0 General:

1.1 The Principal Chief Materials Manager, North Western Railway on behalf of the President of India, duly authorized, invites e-bids from established and reliable manufactures or their authorized dealers/authorized agents for the supply of the items as set forth in the "Schedule of Requirements**".**The price should be quoted in Indian Rupees.

1.2 Tenderers are advised to carefully read all the Instructions, the General and Special Conditions of tender, and Indian Railway Standard (IRS) Conditions of Contract, before submitting their e-bids. By submission of e-bids along with declaration signed digitally, it will be presumed that the tenderer has read, understood and accepted all the conditions of the tender document and those referred therein and undertake to abide by the same.

1.3 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 E-tender documents referred in para 1.2 above as wellas schedule of tender, 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.

1.4 All mandatory field marked with (*) have to be filled in by bidders.

1.5 Firms which are not registered on IREPS may refer to Annexure -I in which details of registration procedure on IREPS site are mentioned. They are also advised to refer Annexure -II in which procedure for obtaining CLAS-III digital signature is indicated. Manual offers sent by post/Fax or in person shall not be accepted against such E-tenders even if these 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

1.6 The tenderers must fill in the techno-commercial offer form (consisting of eligibility criteria, terms & conditions, performance statement, deviation statement, check list & special conditions etc.), financial offer form and attach scanned copy of all the documents needed as per **Annexures given in this document.**

1.7 All the mandatory fields of the Techno-commercial Offer Form and Financial Offer Form (i.e. Rate page) including basic rate, all taxes & duties (including maximum percentage of GST 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 cannot be changed or altered by the vender. 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, 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

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evaluating the offers for the reason that the comparative statement is prepared automatically by the system on the basis of the entries as made by tenderer in the relevant & respective field only. This computer generated comparative statement forms the basis for evaluation of offers, deciding the inter- se ranking of offers and further deciding the tender accordingly. For example, if freight charges are mentioned extra and are not quantified in exact amount in the appropriate column/field, then freight charges shall be taken as nil in the comparative statement prepared automatically by the E-Procurement System. Similarly if the GST, 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 inter-se ranking of the offers irrespective of the fact whether the tenderer has mentioned specific rates at some other place in its offer instead of the nominated field. Therefore, it is quite essential for the vendor to note that the entries for rate, 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.

1.8 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 NWR and thereafter no change in those parameters will be accepted/permitted by NWR.

1.9 Tender documents are not transferable and their cost if any is not refundable and the same is to be submitted with digital signatures by the pre-authorized personnel of the vendor, already registered with the site.

1.10 In case of any contradiction in the terms and conditions appearing in IRS Conditions of Contract and General/Special conditions specified in the tender documents, the latter will prevail.

1.11 Regarding GST rate quoting bidders are requested to refer Para 3.3 of Section II of this document.

2.0 Submission of /e-bids:

2.1 The individuals signing the tender or any other documents connected there-with should clearly indicate his full name and designation, specify whether he is signing and scan the documents attached with their e-bids :

(a) As sole proprietor of the concern or as attorney of the sole proprietor;
(b) As partner(s) of the firm.
(c) As Director, Manager or Secretary in case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
(d) An authenticated copy of the document, which authorizes the signatory to commit on behalf of the tender, shall accompany the offer.

2.2 The stores, offered should be in accordance with stipulated drawings and specifications in “Electronic Tender Schedule of Requirements". The e-bids should comply with the Instructions to Tenders, IRS and Special Conditions of Contract. Details of deviations, if any, from tender specification and other conditions should be clearly indicated in deviation statement in techno commercial form during bid process. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

2.3 Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender even up to ten days prior to the due date of opening of the tender. Tenders 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.

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

2.5 The electronic procurement system does not permit submission of any offer after the closing date and time

of tenders. Hence, there is no scope of late/delayed offers in the on-line bidding process.

2.6.1 The tenders shall submit a copy of certificate stating that all their statements/ documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure-IX/ **The online certificate/declaration available in tender NIT mentioned points which cover all paras of Annexure-IX is also considerable . Non- compliance of this condition** by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self-attested/digitally signed by which they /he is qualifying the Qualifying Criteria mentioned in the Tender Document. It will not be obligatory on the part of Tender Committee/Accepting Authority to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.

2.6.2 The bidder shall be mandated to submit Annexure-IX / **The online certificate/declaration available in tender NIT mentioned points which cover all paras of Annexure-IX is also considerable.**

3.0 Earnest Money Deposit (EMD) :

3.1 Earnest Money Deposit (EMD) for Stores Tenders:

3.1.1 EMD amount is required to be paid in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in clause 3.1.3 below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, except following:

(a) In limited tenders with estimated value up to Rs 25 lakhs (including single tenders, global limited tenders) except when mentioned in NIT.

(b) MSEs registered under Udyam Registration and Udyog Aadhar Memorandum(UAM) (Note:- Terminal date for consideration of UAM was till 30.06.2022 or as extended by Ministry of Micro, Small & Medium Enterprises from time to time. Thus this certificate can only be considered if the above terminal date is further extended beyond 30.06.2022).. Traders and agents are not allowed to avail any benefits extended under MSE policy and accordingly no EMD shall be exempted for them.

(c) Other Railways and Government Departments in terms of Railway Boards letter No. 2004/RS(G)/779/11 dated 24.07.07

(d) Indian Ordinance Factories in terms of Railway Boards letter No. 92/RSS(G)/363/1 dated 08.04.1993.

(e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway boards letter No. 2003/RS(G)/779/5 dated 10.09.04

(f) Vendors registered with Railways for the trade group of the item tendered.

(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.

(h) Vendors registered with Railways for supply of medicine, medical equipment and consumables shall be exempted from submission of EMD for these items.

(i) In tenders issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

3.1.2 Offers submitted without EMD shall be summarily rejected.

3.1.3 EMD amount shall be as below:

Estimate value of tender	**EMD (rounded off to nearest higher10(ten))**
Above Rs. 5 Lakh and up to Rs. 50 Cr	@2% of the estimated value of the tender subject to Max. Rs. 20 lakh.(Exempted LT/ST/GLT up to Rs. 25 lakh of estimated value of purchase)
Above Rs. 50 Cr	Rs. 50 Lakh

3.1.4 EMD of unsuccessful bidders or tenders shall be released immediately after finalization of thetender.

3.1.5 If a tenderer does not furnish the earnest money & is seeking waiver or exemption from payment of EMD he/she shall have to attach scanned copy of requisite documentary evidencein support of their claim and he/she should clearly indicate the category under which the firm is exempted. For the other tenderers, Earnest Money as stipulated in the Notice for Invitation of Tenders (NIT) will have to be paid only online through Payment Gateway link. Following declaration is to be signed by bidders availing exemption from submission of EMD (Except Govt. Departments/ordnance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH). **Submitting Offer from any bidder against tender will be considered as signing below declaration.**

"*In case my/our claim to exemption* from *submission of bid* security/ *Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, l/ we* hereby understand *and* accept I/*we withdraw or modify my/our bids during he period of validity, or If l/ we are awarded the contract and on being called upon to submit the Performance Security /Security Deposit, fail to submit the Performance Security/ Security Deposit before the deadline defined in the request forbid* document/Notice *Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and Performance Security / Security Deposit for a period of 6 (six) months, from the Date l/ we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any ‹unit of Indian Railways published during this period"*

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

3.3 No interest will be payable by the Purchaser on the Earnest Money Deposit.

3.4 All efforts will be made to return the EMD of unsuccessful bidder at the earliest. However no interest will be paid on account of any delay.

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

3.6 Forfeiture of Earnest Money: The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his bid or if the successful tenderer fail to submit the Security Deposit as per tender conditions.

4. BENEFITS AND PREFERENTIAL TREATMENT TO MICRO AND SMALL ENTERPRISES:

4.1 The Public Procurement Policy on MSE, envisages certain benefits / preferential treatment to Micro and Small Enterprises (MSEs) of their participation in Govt. procurement in reference to the Railway Boards letter No. 2010/RS(G)/363/1 dated 5.7.2012 2010/RS(G)363/1 Pt.I dated 28.12.2018 & MSE Gazette Notification No. 503 dated 23.3.12 of Govt. of India and Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020 , Ministry of MSME's Gazette notification no S.O.4926(E) dated 18.10.22. **In order to avail themselves of such benefits and preferential treatments, the MSEs must be registered with any of the following: -**

(a) UDYAM (UDYAM Registration Certificate).

(b) **Udyog Aadhar Memorandum (Note:- Terminal date for consideration of this certificate was till 30.06.2022 or as extended by Ministry of Micro, Small & Medium Enterprises from time to time. Thus this certificate can only be considered if the above terminal date is further extended beyond 30.06.2022).**

MSEs registered with above agency/agencies must attach (in the template– "Attach Documents" on "Techno–Commercial Bid Details form", as scanned copy in PDF format) theircurrent & valid registration certificate along with their offer.

4.2 In pursuance of the Public Procurement Policy on MSE, it has been decided that:-

(i) Tender sets shall be provided free of cost to MSEs mentioned in Para 4.1(a) and (b) **.**

(ii) MSEs mentioned in Para 4.1(a) and (b) are exempted from payment of Earnest Money Deposit.

(iii) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed a purchase preference to supply a portion of the requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE and such MSE/MSEs can be together ordered up to 25% of the value out of the net procurable quantity by virtue of purchase preference. In case, quantity cannot be split in a manner as mentioned above, on more than one vendor due to any reason, then ordering on MSE firm may be done for higher than 25% of Net Procurable quantity and even up to full quantity, by virtue of Purchase Preference.

(iv) Overall 4% (in terms of Railway Board letter 2010/RS(G)/363/1 dated 05.07.2012) of procurement of goods and services will be from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target of procurement and earmarked from MSE‟s owned by SC/ ST entrepreneurs shall be met from other MSEs.

(v) 3% reservations for women owned MSEs within the above mentioned 25% reservations.

4.3 MSEs who are interested in availing themselves of the above benefits should attach with their e-bid the Required MSE certificate as detailed in Para 4.1(a) and (b) containing status of ownership by SC/ST or women.

4.4 Failing 4.1, 4.2 and 4.3 above, such bids will not be consideration of benefits detailed in MSE notification No.503 dated 23.3.12 of Government of India. **No back reference will be made in this regard.**

4.5 Traders and agent are not allowed to avail any benefits extended under MSE policy.

4.6 In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change.

5. PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS:

Purchase preference will be given to domestically manufactured electronic products as per the various provisions under the policy issued by Ministry of Communications and Information Technology,Department of Electronic and Information Technology, (DEITY) letter no: 33(3)/2013- IPHW dated 23.12.2013, as amended from time to time and as prevailing on the date of tender opening for procurement of such of electronic products as notified by the Ministry of Railways from time to time.

5.1 PROMOTE MANUFACTURING AND PRODUCTION OF GOODS AND SERVICESIN INDIA

This Tender complies with Public Procurement Policy Order 2017 dated 15.06.17, 29.05.2019 , 04.06.2020, 16.09.2020,25.09.2020 & 19.07.2024.

As per Ministry of Commerce and Industry order no. P-45021/2/2017- B.E.-II dated 15.06.2017, 29.05.2019, 04.06.2020, 16.09.2020, 25.09.2020 & 19.07.2024 to encourage "Make in India" and promote manufacturing and production of goods and services in India, preference will be given to Class I suppliers as mentioned in policy.

Definitions: For the purposes of Make in Indian Policy:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

A. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
B. The license fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.
C. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

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

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

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

D. In case Local Content in the offered product is below 100% , then to ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, bidders will submit the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. **For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.**
E. For contracts involving supply of multiple item, weighted average of all items to be taken while calculating the local content.

'Class-I Local Supplier' means a supplier or service provider whose goods, service or works offered for procurement has local content equal to or more than 50% as defined under this order

'Class-II Local Supplier' means a supplier or service provider whose goods, service or works offered for procurement has local content equal to or more than 20% but less than 50% as defined under this order.

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

"***LI***" means to lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in a evaluation process as per the tender or other procurement solicitation.

"Margin of purchase preference" means the maximum extent to which the price quoted by a "Class-I localsupplier" may be above the L1 for the purpose of purchase preference.

5.2 Special treatment for items covered under PLI Scheme.

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

5.3 Eligibility of 'Class-I local supplier'/Class-II local Supplier/ 'Non-local suppliers' for different types of procurement.

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only "Class –I local supplier",as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 5.3(a) above, and with estimated value of purchases less than Rs. 200 Crs, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued excepted with the approval of competent authority as designated by Department of Expenditure. Only "Class –I local supplier" and "Class –II local supplier", as defined under the order, shall be eligible to bid in procurements under taken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, "Non-local suppliers" shall also be eligible to bid along with "class-I local suppliers" and "Class-II local suppliers".

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

5.3 A. Purchase Preference

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

(b) In the procurements of goods or works, which are covered by para 5.3(b) above and which are divisible in nature, the "Class-I local supplier" shall get purchase preference over "Class-II local supplier" as well as "Non-local supplier", as per following procedure:

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

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

(c) In the procurements of goods or works, which are covered by para 5.3 (b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over "Class-II local supplier" as well as "Non-local supplier",

as per following procedure.

i Among all qualified bids, the lowest bid will be termed as L1. 1f L1 is "Class-I local supplier", the contract will be awarded to L1.

ii If L1 is not 'Class-I local supplier, the lowest bidder among the 'Class-l local supplier. will be invited to match the L1 price subject to Class-I local Suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class- local supplier subject to matching the L1 price.

iii In case such lowest eligible 'Class-l local supplier fails to match the L1 price, the "Class-I local supplier" withthe next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-l local Supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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

5.3 B. **Applicability in tenders where contract is to be awarded to multiple bidders -** In tenders where contract is awarded to multiple bidders subject to matching of LI rates or otherwise, the "Class-I local supplier" shall get purchase preference over "Class-II local supplier" as well as "Non local supplier", as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who wouldbe awarded the contract, should be all and only "Class I Local suppliers".

b) In other cases "Class II local suppliers" and "Non local suppliers" may also participate in the beading process along with "Class I Local suppliers" as per provisions of this Order.

c) If "Class I Local suppliers" qualify for award of contract for at least 50% of the tendered quantityin any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case "Class I Local suppliers" do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the "Class I local supplier" over "Class II local suppliers" / "Non local suppliers" provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensurethat the "Class I Local suppliers" taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting "Class-I local supplier", whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting "Class-I local supplier" does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher "Class-I localsupplier" , falling within 20% margin of purchase preference, and so on.

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

5.4 **Exemption of small purchases:** Not withstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 Lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5.4 A Exemption in sourcing of spares and consumables of closed systems

Procurement of spare parts, consumables for closed systems and Maintenance/Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this order.

5.5 **Minimum local content:** The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50% For "Class-II local supplier", the "local content" requirement is minimum 20%. Nodal Ministry/

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

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

5.7 **Requirement for specification in advance** : The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

5.8 **Verification of local content :**

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

b. In cases of procurement for a value in excess of Rs. 10 crores, the "Class-I local supplier"/ "Class II local supplier" shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing Cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The certificate should have valid UDIN mentioned in certificate.

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

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

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

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

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

h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9(i) of DPIIT's Order No. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 19.07.2024.

5.9 **Specifications in Tenders and other procurement solicitations:**

a. Reciprocity Clause :

i. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal

Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

ii. The term "entity" of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

6. Specifications and Drawings:

a. 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 and Specifications framed by Railways may be obtained from the office of the purchaser such as Controller of Stores, North Western Railway, Jaipur. However, in these cases, the tenderers shall have to have to produce the proof of download of tender document while asking for such drawings and specifications.

b. 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 supportof 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.

c. 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.

d. 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 toany 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 shallbe entitled to reject any claim for acceptance of supply embodying such variation. Hence samples are called for they should be marked, sealed and labeled so as to correspond with the item of the tender. They should be sent "Freight Paid" to the same address as per the tender and arrangements should be made to see that they arrive by the opening time and date of the tender, otherwise, offers are liable to be rejected.

6.5. Samples submitted by the tenderers which are of the value of Rs. 100/- or less will 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 returnedto firms on application who may arrange collection of the same from PCMM Office.

6.6 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.

7.0 E-Tender Opening:

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

7.2 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. 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.

8.0 DOCUMENTRY REQUIREMENTS IN SUPPORT OF BIDS FROM MANUFACTURERS / AUTHORISED DEALERS / AGENTS:

8.1 Firms who are traders, are required to indicate name & address of manufacturer works and submit the authorization letter from their manufacturer on their letterhead along with the tender in the Performaas in Annexure-V. The material supplied by the traders will be inspected at their Manufacturer premises by the inspecting agency before supply. The manufactures participating directly in tender shall submit the NSIC registration certificate along with offer. The firm who are traders are required to submit the NSIC registration certificate of their principal and authorization letter from their principal manufacturer on their letter head along with the tender in Performa as in Annexure -V. 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 rejected.

8.2 For Railway specific items tender specific authorization of OEM is required and for other than Railway specific items general dealership/authorization of OEM is also acceptable.

8.3 Non submission/uploading of valid OEM authorization letter will make their offer invalid and offer will be summarily rejected.

9.0 Price Basis:

9.1 The tenderers should quote their lowest possible price. Tenderers are required to quote in the same rate units (numbers/kilograms/ meters /liters/ kilo liters etc.) as specified in the "schedule of requirement" as available in the e-tender enquiry. Any deviation in this aspect will make the offer to be summarily rejected.

9.2 Tenderers should quote firm price. 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

9.3 All e-tenders are invited on "FOR destination" basis and hence tenders shall quote on the same basis i.e., the rates quoted shall be for free delivery (door delivery) at respective consignee. In case, the tenderer does not specifically state about the place of delivery in his tender, it shall be assumed that the tenderer shall bear the freight charges and offer is for free delivery at the destination i.e., FOR door delivery at respective consignee. This assumption shall be final and binding on the tenderer and will not be subjectto any legal dispute or arbitration in future.

10.0 Validity of the offer:

10.1 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 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.

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

11.0 Tenderers are called upon to carefully examine the locations of various consignees situated in different states/district 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 totallanded cost of goods offered shall, in no case, exceed the sum of various constituents of rates quoted in their original offer.

12.0 Purchaser reserves the right to discharge a tender, accept the tender for a part or whole of the quantity without assigning any reasons whatsoever.

13.0 Wherever Necessary debarment of firm it shall be dealt with as per guidelines issued by DoE Vide its OM No. F.1/20/2018-PPD dated 02.11.2021 and Railway Board letter No. No. 2021/RS(G}/779/17(

E 3380016) dated 09.11.2022. Vendors are advised to please go through these instructions.

SECTION II

GENERAL CONDITIONS OF TENDER

1. 0 ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS

1.1 For items not reserved to be procured from approved sources.

1.1.1 Bulk quantity order(s), constituting Minimum 80% of the Net Procurable quantity (NPQ), against the tender shall be placed on the manufacturers or its authorized agents who have successfully supplied either

a) Minimum 20% of the overall tendered quantity of the NIT against any single order.

Or

b) Minimum 30% of the overall tendered quantity of the NIT, against multiple orders, on cumulative basis Of the tendered item or its variant to Zonal Railways/PUs/CORE/PSUs/Other Central Govt.

Department/Metro Railway, in last three financial year and current financial year up to the date of tender opening.

The variant of the tendered item in above clause would mean an item/items having **same basic/generic description as mentioned in the tender** but may have any of the following variations -

i) Same Specification as tendered item but any other revision or any other size

ii) Same drawing number as mentioned in the tender but a different Alteration

- The term 'overall tendered quantity' means total tendered quantity of all the variants, included in the tender. If there are more than one item in the tender which are not the variant of each other, then their quantity will be taken separately for judging eligibility separately against clause 1.1.1 (a) or (b) above.
- For the purpose of compliance of para, a) or b) above, the firm shall submit necessary documentary evidence of supplied quantity, such as Receipt Notes for Stock items, Receipt & Acceptance documents for non-stock supplies, CRAC, copy of invoices with acceptance particulars etc. The unit of supply in documents should be same as mentioned in the tender or be verifiably corelated by converting it into tendered unit

In addition to above mentioned documents, it is desirable that firm submits a summary sheet along with its e-offer, in following format, to establish its claim for compliance of this clause: -

Purchase order/contract no	Contract placing agency	Name of document used as proof of supply	Description of items supplied as per contract (Only tendered item or its variant to be given)	Date of supply	Supplied quantity (as per contract unit)	Supplied quantity (as per tender unit)

Total quantity supplied (in units mentioned in tender)	

Onus of submission of these documents lies completely with the tenderer only though the purchaser may utilize the Performance Records, if readily available with it for which no claim/dispute, whatsoever, can be raised against the purchaser.

1.1.2 In case the manufacturer or OEM of authorized agent is approved vendor for bulk order by any PU (ICF/RCF/MCF/CLW/DLW/CORE/DMW etc) or RDSO for the tendered item, the firm shall be eligible for bulk, regular or entire quantity order. However, the firm must upload the copy of their valid document of approval for the tendered item along with their offer.

1.1.3 Development quantity order up to 20% of NPQ may be placed on manufacturers or their authorized agent who do not comply with condition mentioned in Para1.1.1 and 1.1.2 but demonstrate their capacity cum capability to manufacturer/supply the tendered item. For this purpose, they must upload necessary documents such as past performance for having supplied similar item to any Central Govt. unit/PSU/Public Limited Company or registration with NSIC/Udyam/Zonal Railway as manufacturer that covers the tendered item or proof of development vendor in any PU(ICF/RCF/MCF/CLW/DLW/CORE/DMW etc)/RDSO list for the tendered item

1.1.4 The onus of uploading of requisite documents for capacity cum capability and past performance etc. along with their e-offer regarding "Bulk order" or "Development order" lies with the tenderers. In case the necessary documents are not uploaded by firm then the offer is liable to be ignored.

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

1.1.6 For applicability of the clauses 1.1.1. to 1.1.6 to assess eligibility of the tenderer, a specific mention shall be made in NIT. The special conditions regarding eligibility criteria, if mentioned in NIT, will override the conditions mentioned under para 1.1.1 to 1.1.6 as much as they are in conflict to these conditions.

1.2 For items reserved for procurement from approved sources:

1.2.1 In case, item is reserved to be procured from RDSO approved sources:-

Following instructions shall apply to procurement of items reserved for procurement from RDSO approved sources only. Existing instructions applicable to other vendor approving nominated agencies shall continue to be followed, unless otherwise specifically stipulated in this instruction

A. Categorization of Vendors

The vendors shall be categorized into following two categories:

i. Developmental Vendors: Such vendors shall include vendors found by RDSO as capable to develop the item under consideration. Erstwhile Part-II sources of RDSO (as on 31/12/2016, but not yet approved by RDSO), shall also be considered as developmental vendors, till they

complete the pre-defined requirement as to be qualified as approved source. Such vendors shall be listed as developmental vendors by RDSO in RDSO vendor directory. Pre-defined requirement for being qualified as approved source shall be made available by RDSO on their website. New/ Untried vendors shall approach RDSO for registration/ approval.

The list of vendors under development by RDSO shall be published by RDSO in same Vendor Directory, duly indicating the quantity and service period to be attained for categorization as an approved vendor. Such information should also be made available by RDSO on their website.

ii. Approved Vendors: Sources categorized as approved vendors by RDSO.

1.2.1.1 Ordering on the vendors Assessed/Developed /Approved by RDSO

i) Status to be taken as on tender opening date: The status of the vendor (i.e. approved or developmental vendor) shall be reckoned as on the date of tender opening and not thereafter. However, cases of downgrading/ removal/ suspension/ banning etc., after opening of tender, shall be taken into account while considering the offers.

ii) Orders on developmental vendors shall be developmental orders and treated as such, specifically, with regard to applicability of liquidated damages for delayed supplies and levy of general damages.

iii) Quantity Allocation

(a) Developmental Vendors shall be eligible for developmental order of 20% of NPQ in regular tenders. Total quantity to be ordered on developmental sources shall be limited up to 20% of NPQ (Net Procurable Quantity) in regular tenders-

." Developmental vendors" are only such vendors which are listed as developmental vendors on UVAM without any condition."

(b) Approved Vendors shall be eligible for bulk order, as per predefined tender conditions.

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

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 (i) the entity is incorporated in India, or ii) a majority of its shareholding or effective control of the entity is exercised from India, or iii) more than 50 % of the value of the item being supplied has been addedin India. ”

(d) Where there is no approved vendor for an item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstandingorder load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shallbe based on pre decided tender criteria.

(iv) If the works address indicated in the offer is different from what is indicated in the approval certificate issued by the respective vendor approval agency, then such offer will be treated as if the same has been received from an unapproved source.

1.2.1.2 Splitting of Tendered Quantity:
Orders on developmental vendors shall be developmental orders and shall not amount to splitting. Splitting of quantity for bulk order shall be governed by instructions as contained in letter no. 99/RS(G)/779/2 pt. dated 11/02/2016.

1.2.1.3 Negotiation
Negotiation shall be conducted as per extant instructions on the matter. However, there could be a case where, subsequent to conduct of negotiation, offer of approved vendor becomes lower than offer of developmental vendor(s), whose offer(s) were originally lower than the offer of the vendor, with whom negotiation has been conducted. In such cases, quantity distribution shall be with respect to the original rates quoted in the tender. Any counter offer, consequent upon such negotiation with approved vendors, made to developmental vendor shall not constitute negotiation.

1.2.1.4 Inspection:

i) The present system of inspection of supplies from RDSO approved vendors shallcontinue.

ii) RDSO shall continue to do prototype inspection of the items supplied by developmentalvendors. The balance supplies executed by the developmental vendors after clearance ofprototype by RDSO can be inspected by any agency as decided by the purchaser.

OR

1.2.2 For Items reserved to be procured from BLW/DMW/ICF/RCF/CLW/CORE/PU.

1.2.2.1 In compliance to Railway Board Letter 2021/RS(G)/779/7 dated 18.01.2022 dated 18.01.2022 Para 7 ordering on Approved and Developmental vendors will be done on similar lines as in Para 1.2.1 applicable for RDSO approved vendors.

1.2.2.2 Railway Board letter no 2001/RS(G)/779/7 Pt 2 (1) dated 06-11-2018 for consideration of developmental vendors for placement of bulk order without any quantity restriction in case of

items where there are not more than three approved vendors, shall also apply for all items approved by all vendor approving agencies (BLW/DMW/ICF/RCF/CLW/CORE/PU) .

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

1.2.4 Vendors approved by RDSO under different categories (approved for bulk quantity, approved for developmental orders and developmental orders with limited quantity). (i) It different plants/manufacturing units of a firm are approved by RDSO under different categories (i.e. approved for bulk quantity, approved for developmental orders and developmental orders with limited quantity), the firm must mention the plant/manufacturing unit from where they will supply the material. In case, nothing is mentioned by the firm, it will be presumed that the firm will supply the material from the plant approved by RDSO for a higher category without making any back reference to the firm. Address for inspection of the material will be mentioned in the PO accordingly. (ii) If a firm quotes different rates without mentioning the corresponding plants from where intend supply the material then it will be presumed that the firm will supply at the lower rate from their plant approved by RDSO for higher category.

NOTE: it may be specifically be noted that approval of vendor as approved vendor only signifies its technical capability to supply the item for which, it has been approved/registered and it is quite likely that such vendors differ in terms of capacity, past performance etc. The quantity to be ordered on approved vendors therefore will be decided on the basis of various factors which includes past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc.

2.0 Price Variation Clause:

2.1 Tenderers must submit their bids on fixed price basis only, that is, the quoted prices should be firm and not subject to any variation, unless specified in the e-bid document / tender condition/special condition of tender.

2.2 In case of tenders invited without any PVC formula, and offers are received with PVC formula,such offers will be summarily rejected.

2.3 In case a tender has been invited with PVC formula, and offers are received with different PVC formula or without PVC formula, such offers will be summarily rejected.

3.0 Goods and Service Tax:

3.1 All the bidders / tenders should ensure that they are GST compliant and their quoted tax Structure/rates are as per GST law.

3.2 In case the successful tenderer is not registered under CGST/IGST/UTGST/SGST act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority

3.3 It shall be responsibility of bidders to quote correct HSN code and corresponding GST rate irrespective of HSN code mentioned (if any) in tender documents.

Whenever bidders quote different GST rates in offer following conditions will be applicable:-

i) The offers shall be evaluated on the basis of GST rate as quoted by each bidder and same will be used for determining of inter se ranking. While submitting the offer, it shall be responsibility of the bidder to ensure that they have quoted correct GST rate and HSN No.

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

iii) Whenever successful bidder invoices the goods at GST rate of HSN number which is different from that in the purchase order; payment shall be made as per GST rate which islower of the GST rate incorporated in the purchase order or billed.

iv) Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all-inclusive pricementioned in the purchase order.

v) Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC as defined in Section 64 A of Sales of Good Act as amended from time to time.

3.4 The tenderers in their bids shall indicate the details of their Jurisdictional Assessing Officers (Designation, address & email id). In case of a contract award, a copy of the LOA/Purchase Order shall be immediately forwarded by Purchaser to the Jurisdictional Assessing Officer mentioned in the Tenderer's bid.

4.0 Delivery Period:

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

4.2 Tenderers should invariably quote firm delivery period as stipulated in Electronic Tender SOR. 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 documents. Thus, while quoting the DP, this aspect may be kept in view by the tenderer.

4.3 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.

4.4 In case of delivery by rail, the date on which stores are placed on rail after inspection (i.e. RR/PWB date) will be the date of delivery. 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 cases, clause 0600 of the IRS Conditions of Contract will have the over-riding effect

4.5 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 no later than the date / period so specified.

4.6 Severable contract & Delivery Schedule:

(i) 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 Electronic Tender SOR as above. It shall not be on an entire contract basis; therefore the tenderer should take note of the same.

(ii) The tenderer /supplier should note that failure on part of supplier to complete supplies

of each installment within specified period or within specified date 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.

5.0 LD Clause: In cases of delays of contractual delivery full LD will be levied as below

5.1 Recovery of Liquidated Damage (LD) shall be levied @1/2% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (ten percent) of the value of contract irrespective of delays. Unless otherwise provided, specifically in the contract.

6.0 DELIVERY TERMS

6.1 The purchaser will prefer free delivery by road at consignee's end and tenderers may indicate freight /delivery charges in their offers. In case an offer is submitted on the basis of **FOR** - Station of dispatch, without indicating freight / delivery charges, the supplier shall agree to dispatch the stores by road on free delivery to consignee on freight pre - paid basis and claim reimbursement of the lower of road / rail freight.

6.2 In case an offer on **FOR** station of dispatch is accepted with mode of dispatch by rail, the supplier shall agree to book the stores by goods train for wagonload consignments and passenger / parcel train for smalls. Reimbursement of pre-paid freight element may be obtained through bill.

6.3 In case of mode of dispatch by Road date of delivery at consignee end shall be considered as date of delivery. In case of Dispatch by Road FOR Ex works or Station of dispatch will not be acceptable

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

6.5 Advice Of Dispatch Of Stores:-

6.5.1 The supplier should ensure that Railway receipts /PWB (Parcel Way Bill) under which thematerial is booked to a Railway consignee are prepared in the favor 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 document s to paying authority for claiming advance payment . a photocopy of RR/ PWB should be sentsimultaneously to consignee

.

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

6.5.3 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.

7.0 PACKING CONDITIONS: - Material should be supplied with packing condition specified in the specification or in SOR, if same is not specified in the specification or in SOR it should be supplied with standard packing which can withstand transit damage, handling and proper storage.

8.0 Guarantee/Warranty: Warranty/Guarantee clauses as per IRS Conditions of Contract will be applicable. In case a different Warranty/Guarantee clause is specifically mentioned in electronic SOR/specifications the same shall be applicable.

8.1 Handling of rejection of pre-inspected items and warranty rejection: All the warranty claims will be handled in manner prescribed in Railway Board letter No. 2022/RS(G)/779/7(3390005)

Dated: 17.10.2022. Copy of letter is available at https://indianrailways.gov.in/railwayboard/uploads/directorate/stores/downloads/2022/Haadling%20of%20Warranty%20rejections%2017102022.pdf All the conditions pertaining to vendors will be applicable as per these instructions.

9.0 Evaluation of the Offers:

9.1 Tenderers are advised to refer to important note under Para 1.7 of section I of this document i.e. instructions to tenderers for filling up of rates, taxes, duties, freight charges and other levies in the financial offer form. Evaluation of offers shall be made on the basis of the comparative statement generated by the EPS system.

9.2 Tenders may note that for evaluating the offers to decide inter-se position of the bidders, in case of multi item or single item with multi consignee, the inter-se ranking would be decided item wise and consignee wise as per the total unit rate (i.e. all inclusive rate per unit) untiland unless it is otherwise specified in the SOR. Normally NW Railway will prefer to take delivery ofmaterials at the place of respective consignee as specified in bid conditions. However in exceptional circumstances NW Railway may consider delivery of materials at other consignees also as per the merit of the case.

9.3 Tenderer should quote clear offer with unconditional discount, if any and the system shall evaluate the bid on FOR/Destination basis and shall show up to the vendor before submitting e- bid. Conditional discounts attached to early payment and early receipt note shall not be considered and such offers shall be ignored. Conditional discount attached to quantity, if any is to be submitted as alternate offer and tenderer should submit multiple alternate offers in such cases.

10.0 Splitting of tendered quantity: Whenever splitting condition is applicable same will be mentioned in electronic Schedule of Requirement(SOR):

Case of no prior decision to split the order-

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

(i) Past Performance of bidders.
(ii) Capacity of bidders.
(iii) Delivery requirements inthe tender. (iv)Quantity under procurement.
(v) Vital/Safety nature of the items.

10.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in Para 10.2.2 below

10.2 Case of pre-decided split ordering-

10.2.1 Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items. This splitting will however will be subjected to Govt. of India Policy regarding MSME &"Make in India" mentioned in clause no 4 and 5.2 insection I of NWR tender conditions.

10.2.2 Following provisions (10.2.2(A) to 10.4) shall be applicable in all such cases of pre-decided split ordering:-

Price difference between L-1 and L-2	Quantity distribution ratio between L 1 and L 2
Up to 3%	60:40

More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L-1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shalldecide

(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 ofthe Purchaser. The zone of consideration will be a dynamic mix of inter-se position offirms, supply performance of the firms, quantity being procured, criticality of and lead time ofsupply 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 thetenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule viz-a-viz the delivery schedule incorporated in the tender enquire etc. being same/similar) in the manner detailed in the table below".

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 L-l rate for assessment of ratio will bethe original rate of L-l 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 tenderers higher than the L-2 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 qty (L-1 firm "A") and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for developmental order quantity. For example, say L-l firm "A" is Approved firm, L-4 is Approved I firm (and both considered suitable for bulk quantity order) and splitting is to be done between these two Approved firms. But there are two firms identified for developmental order in between who are suitable for developmental orderquantity. In such cases, L-l should be given its proportion based on its rate differential with respect to L-4, (sayby this, L-l 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 firms identified for developmental order within the overall ceiling of 20% (of 35% of NPQ)

(b) Allocate the balance quantity to L4 firm.

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

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

10.3 For cases where the Rlys/PUs has entered into ToT/JV agreements, the following clause should be stipulated as tender conditions:

As the Rly has entered into ToT/JV agreement with no. of firms, they reserve the right to place

orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 10.2.2 (B)shall apply with the exception that the exception that the aspect of pre-se reasonability will notbeapplicable.

10.4 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 I Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent mannerwith due conformity to the Principle' of Natural Justice and Equity.

11.0 Cartel Formation: In cases where cartel is suspected among approved sources, the purchaser shall be at a liberty to exercise the following.

11.1 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest withoutassigning any reasons thereof.

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

11.3 The firms who quote in cartel are warned that their names may be deleted from list of approved sources. In addition, Railways will refer such cases to the Competitive Commission of India for necessary penal action as it is considered necessary by the commission.

11.4 Should a tenderer have a relative employed in Gazetted capacity in the Stores department of the North Western 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 North Western 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.

12. Security Deposit (SD)/Performance Security for Stores Contracts:

12.1 All tenders/ contracts issued/ concluded till 31/03/2023 shall have performancesecurity as per existing instructions or 3 % whichever is lower.

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

(a) The store contract cases of value up to Rs. 25 (twenty five) lakh.
(b) Other Railways and Government Departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.2007.
(c) Indian Ordinance Factories in terms of Railway Board's letter No.92/RS(G)/363/1 dated 08.04.1993.
(d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No. 2003/RS(G)/779/5 dated 10.09.2004.
(e) In tenders issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.
(f) Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for order valued up to their monetary limit of registration.
(g) Vendor appearing on the approved vendor list of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
(h) Vendors registered with Railways for supply of medicine, medical equipments and

consumables shall be exempted from submission of SD for these items.

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

12.3 Security Deposit (SD) amount shall be as below :

S.N	Contract Value	SD amount (rounded off to nearest higher Rs. 10 (ten))
1	Above Rs. 25 lakh and up to50 Cr	@ 5% of the contract value subject to Max. Rs. 50 lakhs.
2	Above Rs. 50 Cr	Rs. 1 Cr
3	For bidders who are disqualified for SD exemption during period of their disqualification.	a. Up to 25 lakhs @ 5% of the contract value. b. Above 25 lakhs as per above S.N 1 & 2.

12.4 Railways are permitted to raise the upper ceiling for SD, up to 5% of the contract value in high value cases.

12.5 In all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31/03/2023.

12.6 Security Deposit (SD) shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations.

12.7 The successful tenderer shall have to deposit SD within 21 days of issue of Letter of Acceptance.

12.8 All vendors, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as below. Submitting **Offer from any bidder against tender will be considered as signing below declaration.**

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

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

12.8.2 Authority competent to approve the disqualification shall be the tender accepting authority not below the level of SAG including SAG officers in the field units namely CMM, ADRM, CWM, CAO CPM, subject to PHOD/CHOD having full powers to approve disqualification.

12.8.3 This Para shall not be applicable for Govt. Departments/ordnance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.

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

damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly. Purchaser should ensure that the contracts are worded so as to conclude severable contracts for each lot. In case of failure by contractor to meet deliveries for any lot. Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. Authority available to Consignee/Depot Officer vide Para 27 & 28 of Railway Board's letter no. 88/RS(G)/779/14 pt dated 06.01.17 shall continue.

12.10 Risk purchase clause shall not be applicable.

12.11 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 firm's 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.

12.12 SD should be furnished in any one of the following forms:

a. Deposit Receipts (dully marked **as auto renewed and dully discharged)** , Pay Orders, and Demand Drafts, in favour of "Financial Advisor & Chief Accounts Officer, North Western Railway, Jaipur.
b. Online/Offline Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks.
c. Bonds of Indian Railway Finance Corporation or KRCL Bonds.
d. Government Securities and
e. A deposit in the Post Office Saving Bank.

12.13 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.

12.14 Bank Guarantees (BGs) to be submitted by suppliers/ contractor should be issuedon SFMS platform using message type IFN 760. The message will be sent to the beneficiary"s bank/advising bank through SFMS.

12.14.1 A hard copy of bank guarantee clearly indicating that it is as " COPY ONLY" may be handed over to the applicant for their use e.g. for attaching it with any Bid Documents.

12.14.2The advising bank will print the bank guarantee on stamp paper of required value or pay the required Stamp Duty by other means and then deliver the Bank Guarantee to the Beneficiary.

12.15 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or whichat any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

13. Inspection

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

available).

13.2 Stores shall be dispatched directly from the premises of the manufacturer to the consignee after inspection and acceptance by the nominated inspection agency. Manufacturer"s Test and Guarantee Certificate, wherever applicable, will be submitted with each lot of supplies.

13.3 The inspection agency will not inspect the material where the material does not have the date of manufacture and name of manufacturer on material.

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

13.5 **Third Party Inspection** by TPI/DRDO or any other agency will be conducted at the manufacturer's premises and change of inspection place to warehouse or go-down is not desirable. Firm should mention in its offer the name and clear address of manufacturer.

13.5.1 Third Part Inspection TPI) agency:-

(i) Process Inspection:-

(a) In order to operationalise the engagement of TPI Agencies, instructions/guidelines here in under are issued in respect of Product Inspection for implementation with immediate effect.

(b) Western Railway is nominated as Nodal Agency for dealing with all issues related to contract management and performance management of TPI Agencies. Accordingly, PCMM/WR is nominated to discharge all functions and responsibilities of "Authority" in the contract

13.5.2 All procuring entities (Railway Board, Zonal Railways, PUs, other entities etc.) shall be responsible for ensuring the following:

a. All specification framing agencies and user departments shall provide detailed specifications, drawings, STR, QAP, Inspection & Test Plan, other instructions for inspections as required for carrying out the inspection diligently as per purchase order to the empanelled agencies for each item being procured so as to ensure that the empanelled TPI Agencies are able to execute the inspection as per our requirement.

b. Legible drawings, specifications, Quality Assurance Plan (QAP), Inspection Test Plan (ITP) etc. as applicable should be attached with the Purchase Orders(PO). Provided that drawings and specifications available in UVAM and/or publicly available on any other Railway website (e.g. RDSO, production Units, CORE etc.) are not necessarily required to be attached with the Purchase Orders, but shall be mentioned in the tender/purchase order after ensuring that the same are actually available on the website.

c. TPI Agencies shall invariably include warranty period, as incorporated in the Purchase Order, in the inspection acceptance certificates issued by them.

d. Incorporate Stage Inspection along with number of stages and description of each stage, if so required, in the Purchase Order in the data fields CRIS is creating specifically for capturing this information. Incorporation of such requirement in any other data field or place in the Purchase Order will be ignored by the System.

e. Promptly respond to and resolve any issues raised or information sought by TPI Agencies or vendors in respect of inspection against Purchase Orders placed by them. Attention is invited to following provision incorporated in the TPI contracts:

"In the event any issue related to inspection such as non-availability of drawings/specifications/tests or inspection test plan etc. requires clarifications or there is a disagreement between the TPI Agency and the Vendor, the TPI Agency shall refer such matters to the Procuring Entity. The Procuring Entity shall clarify the issue to the TPI Agency. In order to sort out the issue, the Procuring Entity as deemed necessary, may call meeting with TPI Agency, the user department representative and/or the Vendor. The clarification on the matter under reference shall be conveyed by the Procuring Entity to the TPI Agency and Vendor. The decision of the Procuring Entity shall be final and binding".

f. Lodge grievances, if any, with the Team Leader of the TPI Agency concerned for any issues requiring redressal by the TPI Agencies and escalate any unresolved grievances beyond reasonable time to the officer nominated by Western Railway.

13.5.3 All procuring entities (Railway Board, Zonal Railways, PUs, other entities etc.) shall explicitly provide for the following through Special Conditions of tender/contract for information of vendors and other stakeholders:

(i) Recovery of inspection charges from Vendors in case of rejection, call cancellation, revalidation of inspection certificate/re-inspection etc.

(ii) Charges to be recovered from the vendors as above shall be mentioned in the tender/contract for information of vendors.

(iii) Right of Railways to change the TPI Agency mentioned in Purchase Order through modification advice.

Special Conditions attached herewith (Annexure-II) may be adopted with suitable modifications.

13.5.4 The TPI agency contracts provides for pre-inspection of materials even if PO value is below 5 lakh. However, the inspection charges payable in such cases will be those applicable for PO valuing 5 Lakhs.

13.5.5 Allocation of Work to TPI Agencies:

There may be circumstances under which TPI agency auto assigned in a purchase order is required to be changed later on. Under such circumstances procuring entities may make such change through PO modification advice as per the existing policy on the subject.

13.5.6 High Value Inspection:

13.5.6.1 The engagement of TPI Agencies provides for inspection fee for product inspection for PO values up to Rs. 500 Cr. only. For purchase orders above Rs 500 Cr, following provision is incorporated in the tender/LOA:

"3.3.3.4 For Purchase Orders valuing more than Rs. 500 Cr., which shall mainly arise from some new project or Railway Board tender, the Procurement Entity shall obtain separate financial bids from empanelled TPI Agencies. In such cases, the TPI Agency shall be required to submit their competitive financial bid provided that the quoted inspection charges shall not exceed the inspection charges finalized for PO Value slab of Rs 100 Cr to Rs 500 Cr against this RFQ-cum-RFP. **The value of any orders so placed shall not be counted as a part of the Purchase Order placed against this Work."**

Annexxure –I: Important provisions of the engagement are attached in the form of following Schedules:

Schedule -A: Product Inspection

1. The Authority through its Procuring Entities procures Goods from Vendors located throughout the country and in some cases abroad by placing Purchase Order. The Purchase Order contains detailed description, drawings, specifications, place of inspection, terms and conditions governing contract which may inter-alia include IRS conditions of contract, special conditions of contract. The Purchase Order also specifically mentions the name of the TPI Agency assigned the responsibility for inspection. Unless mentioned otherwise, the inspection by the TPI Agency in Purchase Order means Predispatch Inspection. Vendor is required to offer the Goods for inspection to the TPI Agency in one or more lots, as the case may be, before dispatch. After the Goods have been inspected and accepted by the TPI Agency through issue of Inspection Acceptance Certificate, the Goods are finally dispatched to the consignee mentioned in the Purchase Order.

2. TPI Agency during the Engagement Period shall carry out the Work, as may be entrusted to them in accordance with provisions of this Agreement.

3. The activities to be carried out by the TPI Agency are described as below:

3.1. Preparation of Inspection Scheme

3.1.1. After registration of the inspection call, detailed description, drawings, specifications, quality assurance plan and standards, as applicable, and referred to therein shall be studied by the TPI

Agency. Based on the study, an Inspection Scheme shall be prepared with the approval of the concerned GM(QA) of the TPI Agency. In cases, where the inspection test plan in whole or part is provided for in the detailed description, drawings, specifications, quality assurance plan or standards, the same shall be incorporated in the Inspection Scheme prepared by the TPI Agency. In cases where inspection test plan are deficient or not available in drawings and specifications, the Inspection Scheme may be prepared based on the inspection test plan of last pre-inspected supply successfully executed by Vendor or inspection test plan provided by the Procuring Entity. Further, in case of any difficulties, the matter shall be referred to the Procuring Entity for removal of difficulties process laid down in the Agreement.

3.1.2. The Inspection Scheme prepared by the TPI Agency shall include sampling plan, measurement/testing methodology, criteria for acceptance/rejection and such other information as may be necessary for conducting inspection.

3.1.3. After finalizing the Inspection Scheme, the TPI Agency shall prepare an inspection schedule. Normally the inspection shall be scheduled on a first come first serve basis. However, in case of urgency expressed by the Procuring Entity of the Authority, inspection against such calls may, to the extent reasonably feasible, be accorded overriding priority.

3.1.4. While preparing the Inspection Scheme and Inspection Schedule, the TPI Agency shall ensure that the date of physical visit for inspection is scheduled at a date not later than 7 (seven) calendar days from the date of Call Registration.

3.1.5. GM (QA) shall be accountable and responsible for correctness, reasonableness, robustness and adequacy of the Inspection Scheme.

3.2. Assignment of inspection duty

3.2.1. GM(QA) of the TPI Agency may undertake inspection himself personally on the inspection schedule allocated or may delegate the physical visit and inspection to the Authorized Inspector for carrying out the inspection. Assignment of Authorized Inspector shall be case specific. The TPI Agency shall ensure that the Authorized Inspector assigned by GM(QA) concerned for each inspection possess the qualification and experience as detailed in the agreement.

3.2.2. The details of inspection schedule, test plans, name & contact information of assigned Authorized Inspector and GM(QA) shall be made available to Vendor concerned and the concerned Procuring Entity through the online system.

3.3. Physical visit and inspection at Vendor's premises

3.3.1. Unless specifically mentioned in the Purchase Order to the contrary, the third-party inspections are to be carried out at Vendor/Manufacturer's premises.

3.3.2. The Authorized Inspector of TPI Agency shall physically visit the Vendor premises as per allocated inspection schedule to carry out necessary inspection as per Inspection Scheme prepared in terms of Para 3.1 above.

3.3.3. The Authorized Inspector shall draw samples and subject them to necessary tests/examinations/measurements as per Inspection Scheme.

3.3.4. Once samples have been drawn from a lot, the entire lot shall be sealed and marked with a unique identification hologram/seal/mark by the Authorized Inspector in order to ensure traceability of inspected Goods.

3.3.5. Normally, the Authorized Inspector shall carry out tests of Goods within the premise of the Vendor. However, if facilities for the tests are inadequate/not available within the Vendor premise, then the Authorized Inspector may have the relevant tests done at a suitable NABL accredited laboratory outside the Vendor premise. In case of disagreement between Vendor and the TPI Agency, matter shall be referred to the Procuring Entity, whose decision shall be final and binding in this behalf.

3.3.6. In case, the Authorized Inspector, on visit to Vendor premise, finds that Goods are not yet ready for inspection, the inspection call shall be cancelled duly notifying Vendor and the Procuring Entity by issuance of Call Cancellation Certificate along with recording the observation through the online system.

3.4. **Compilation of test/inspection results**:

3.4.1. Once results of all measurements/examinations/tests as per Inspection Scheme become

available, the Authorised Inspector shall compile the report to arrive at the draft inspection outcome.

3.4.2. The final inspection outcome Acceptance or Rejection, as the case may be, shall be finalized with the approval of the GM (QA) concerned or his authorized representative, however, the responsibility of accuracy, adequacy, correctness, reliability and/or completeness of inspection outcome shall lie with GM (QA) concerned.

3.4.3. In case of Acceptance, the Goods shall be certified as accepted by issuing an Inspection Acceptance Certificate.

3.4.4. In case of Rejection, the Goods shall be certified as rejected by issuing an Inspection Rejection Certificate.

3.5. Reporting of inspection outcomes:

3.5.1. TPI Agency shall report the outcomes of inspection in the form of Inspection Acceptance Certificate or Inspection Rejection Certificate or Call Cancellation Certificate to Vendor, Procuring Entity, Paying Authority and such others as the Authority may specify from time to time, along with inspection test plan and all measurement/examination/test/observation reports, as applicable, through online system, duly signed and authenticated digitally.

3.5.2. Inspection Acceptance Certificate shall have a validity of minimum 30 (thirty) days from the date of issue.

3.5.3. The certificates shall have the information as follows:

3.5.3.1. Inspection Acceptance Certificate -TPI Agency shall issue digitally signed Inspection Acceptance Certificate for Accepted Goods that should contain details like - unique certificate number and date, Purchase Order number with date and value, name of Vendor, date and place of inspection, offered instalment number, name of paying authority as per Purchase Order, item description, earlier inspection details with date against same Purchase Order, consignee name, Procuring Entity name, total order quantity, quantity offered now, quantity passed now, quantity still due, quantity consumed in testing if any, date of inspection call registration, date(s) of inspection, number of visits, pattern of sealing/stamping and location of seal/stamp/sticker, inspection outcomes with attached test reports, validity of Inspection Certificate, name of authorized signatory with seal/ stamp of TPIA etc.

3.5.3.2. Inspection Rejection Certificate -TPI Agency shall issue digitally signed Inspection Rejection Certificate for rejected Goods that should contain details like- unique certificate number and date, Purchase Order number with date and value, name of Vendor, date and place of inspection, offered instalment number, name of paying authority as per Purchase Order, item description, earlier inspection details with date against same Purchase Order, consignee name, Procuring Entity name, total order quantity, quantity offered now, quantity passed now, quantity rejected now, quantity still due, date of inspection call registration, date(s) of inspection, number of visits, pattern of sealing/stamping and location of seal/stamp/sticker, rejection reasons with attached testreports, authorized signatory with seal/stamp of TPIA etc.

3.5.3.3. Call Cancellation Certificate -TPI Agency shall issue digitally signed Call Cancellation Certificate that should contain details like -Purchase Order number with date with value, Vendor name with address, date of inspection call registration, inspection date, observation recorded for call cancellation, authorized signatory with seal/ stamp of TPIA etc.

4. Facilities for test and examination:

4.1. Normally, necessary testing facilities are to be provided by the Vendor at the Vendor's premises. The Authorized Inspector shall carry out measurement/examination/test/observation using the facilities available at the premises of the Vendor.

4.2. If facilities for the tests are inadequate/not available within the Vendor premise, then the Authorized Inspector may have the relevant tests done at a suitable NABL laboratory outside the Vendor premise. In such cases, the Authorized Inspector shall prepare a report containing observations of inadequacy/non-availability of testing facilities. This report shall be enclosed with the Inspection Acceptance Certificate or Inspection Rejection Certificate as the case may be.

5. **Cost of Testing** :

5.1. Necessary materials, tools, labour, and assistance for any test/examination in connection with the

inspection shall be provided by the Vendor at their own cost.

5.2. If facilities for the tests are inadequate/not available within the Vendor premise, then the Authorized Inspector may have the relevant tests done at a suitable laboratory outside the Vendor premise. In such cases, the cost of testing of the laboratory shall be borne by the Vendor by direct payment to the laboratory. The cost of transport of samples and any other incidental cost shall also be borne by the Vendor.

6. Stores expended in tests

6.1. In destructive testing, if any Goods are expended /consumed in testing and test results found satisfactory and Goods/any instalment thereof is accepted, the quantity of Goods expended/consumed in testing will be deemed to have been accepted, taken delivery of and is to be indicated accordingly in the Inspection Acceptance Certificate issued by the TPI Agency.

7. Special Provisions for Stage Inspection

7.1. In cases where Stage Inspection is required to be done, during the manufacturing process of the Goods, it shall be clearly specified by the Procuring Entity in the Purchase Order.

7.2. In such cases, the Stage Inspection shall be undertaken by the TPI Agency and may involve two or more physical visits for inspection.

7.3. The Inspection Scheme and schedule of inspection shall be prepared with the approval of GM(QA) concerned accordingly.

7.4. Authorized Inspector shall in Stage Inspection ensure that the raw material/components inspected in earlier stages are marked/stamped in such a way that they can be traced to the subsequent stages including final inspection of Goods. The Stage Inspection may include inspection of raw materials, components or sub components at Vendor or Sub-Vendor premises as the case may be.

7.5. The details of inspection carried out and outcome thereof shall be preserved also in digital format by TPI Agency. However, the outcome of the inspection process will be communicated on completion of all stages of inspection.

7.6. The Inspection Acceptance Certificate or Inspection Rejection Certificate finally issued on completion of Stage Inspection shall invariably include the details and documents related to inspections carried out in all previous stages.

8. **Joint Inspection**;

If Goods, pre-inspected by TPI Agency, gets rejected at consignee end after receipt by consignee or during warranty, as the case may be, the material rejection advice/rejection memo or warranty rejection advice/rejection memo respectively will be sent by consignee through online system to all concerned and a Joint Inspection shall be scheduled as per procedure laid down in the agreement.

9. **Delay in dispatch of pre-inspected Goods**:

If the Vendor fails to dispatch the Goods within the validity of Inspection Acceptance Certificate, the TPI Agency, on request of Vendor, may, based on merits of the case, decide to either re-validate the Inspection Acceptance Certificate or re-inspect the Goods against fresh inspection call to be placed by the Vendor. In such cases, revalidation certificate or new Inspection Acceptance Certificate issued on re-inspection shall clearly indicate the details of previous Inspection Acceptance Certificate.

Schedule B: Process Inspection

1. The Authority through its Procuring Entities may, at its sole discretion, decide to utilize services of the TPI Agency for Process Inspection.

2. The term Process Inspection shall mean any or all of the following:

2.1. validation of quality of Goods through in-process inspections

2.2. validation/verification of quality assurance plan,

2.3. Process audit, and,

2.4. Goods inspection throughout or in a part of the production cycle

3. Procuring Entity, requiring Process Inspection shall communicate their intention of adopting Process Inspection methodology with relevant details such as detailed description of Goods, details of the Vendor and location, drawings, specifications, quality assurance plan, inspection test plan, work instructions etc., as applicable to the specific case. The Procuring Entity shall also communicate the approximate Man-days for which deployment of the Authorized Inspector is proposed.

4. The GM(QA) concerned of the TPI Agency, on examination of such communication may confirm, seek clarification or provide suggestions, if any, from the Procuring Entity within a period of 7 (seven) working days. The Procuring Entity after providing clarification and examining the suggestions shall issue a Process Inspection Order along with complete details including detailed description of Goods, details of the Vendor and location, drawings, specifications, standard technical requirements (STR), quality assurance plan, inspection test plan, work instructions, number of Authorized Inspectors with required skill sets and their respective deployment periods, as applicable to the specific case. The decision of the Procuring Entity shall be final.

5. A copy of the Process Inspection Order shall be provided to Vendor, TPI Agency, Paying Authority, Authority and such others, as the Authority may specify from time to time.

6. The GM(QA) concerned of the TPI Agency, on receipt of such a Process Inspection Order, shall nominate an Authorized Inspector(s) to undertake Process Inspection. Assignment of Authorized Inspector shall be case specific. The TPI Agency shall ensure that the Authorized Inspector assigned by GM(QA) concerned for each inspection possesses the qualification and experience as detailed in the Agreement.

7. Physical visit and inspection at Vendor's premises:

7.1. Unless specifically mentioned in the Purchase Order to the contrary, the third-party inspections are to be carried out at Vendor/Manufacturer's premises.

7.2. The Authorized Inspector of TPI Agency shall physically visit the Vendor premises as per allocated inspection schedule to carry out necessary inspection as per Process Inspection Order prepared in terms of Para 5 above.

7.3. The Authorized Inspector shall study, inspect, witness, observe and record findings as per Process Inspection Order. The scope may include study/inspection of the complete system, processes, machineries, tools, plants, raw materials, raw material sourcing, qualification of personnel, draw samples and subject them to necessary tests/examinations/measurements, as may be specified in the Process Inspection Order. In cases where samples are drawn from a lot, the entire lot shall be sealed and marked with a unique identification hologram/seal/mark by the Authorized Inspector in order to ensure traceability of inspected Goods.

7.4. Normally, the Authorized Inspector shall carry out tests of Goods within the premise of the Vendor. However, if facilities for the tests are inadequate/not available within the Vendor premise, then the Authorized Inspector may have the relevant tests done at a suitable NABL accredited laboratory outside the Vendor premise. In case of disagreement between Vendor and the TPI Agency, matter shall be referred to the Procuring Entity, whose decision shall be final and binding in this behalf.

7.5. In case, the Authorized Inspector, on visit to Vendor premise, finds lack of readiness of Vendor for inspection as per Process Inspection Order, the inspection shall be cancelled duly notifying Vendor and the Procuring Entity along with recording the observation.

8. After completion of Process Inspection, inspection outcome shall be reported to the Vendor, Procuring Entity, Paying Authority, Authority and such others and in such form & format, as the Procuring Entity or the Authority may specify from time to time. Besides the inspectionoutcomes, the report shall invariably include actual Man-days utilised, attendance and call cancellation details, if any.

9. The details of various inspections carried out during the inspection process and outcomes thereof shall be preserved by the TPI Agency. However, the outcome of the Process Inspection shall be communicated on completion of the entire Process Inspection. The report submitted by the TPI Agency shall be reviewed by the Procuring Entity.

10. The Procuring Entity may either accept the report, call for data/clarifications or direct the TPI Agency to conduct further inspections by modifying the Process Inspection Order. Procuring

Entity may call for such records, reports, raw data and clarifications as it may require to appreciate the report. In case of any disagreement between the Procuring Entity and the TPI Agency, the process specified in Agreement shall be invoked.

11. Acceptance of the report by Procuring Entity shall be communicated to the TPI Agency, paying authority, Authority and such others as the Authority may specify from time to time.

12. The provisions pertaining to Product Inspection as contained in para 4, 5 and 6 above to the extent applicable shall also apply in Process Inspection.

Schedule C: Quality improvement suggestions

1. The TPI Agency is expected to act as quality advisors to the Authority. Therefore, the TPI Agency may identify opportunities and make suggestions, if any, for improvement of quality to the Authority based on knowledge gained during the inspection.

2. Such suggestions shall be made in writing to the Procuring Entity and could include, but need not be limited to, suggestions for improvement/update in specification, standards, drawing, standard technical requirements (STR), Quality Assurance Plan, identification of items more suitable for Process Inspection.

Schedule D: PAYMENT TO THE TPI AGENCY

1.1. Except as may be otherwise agreed, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value" or the "Contractual Value"). The Parties agree that the Agreement Value is Rs. ……. (Rupees.....).

1.2. **Inspection charges and Payments** :

1.2.1. In consideration of the award of this Contract, the Authority shall pay to the TPI Agency inspection charges as brought out in this Clause, subject to and in accordance with the provisions of this Agreement.

1.2.2 The inspection charges for Product Inspection shall be payable on Monthly basis as per following table:

S.No.	Description	Change
1	Inspection Acceptance / Rejection	'X'/100 of total value of Goods inspected as per Purchase Order, where X is the percentage rate of the concerned PO Value slab for Product Inspection as per LOA and more specifically included in Annexure 7 of the Agreement, Provided that for inspection of Goods against PO Value less than Rs 5 (five) lakhs, the PO Value for the purpose of payment of Inspection charges shall be considered to be Rs 5 (five) lakhs For avoidance of doubt, it is clarified that total value of Goods inspected shall be calculated from total value of Purchase Order(including freight, packing, forwarding, taxes and duties)
02.	Inspection Acceptance involving stage inspection	Inspection charge for Product Inspection involving Stage Inspection will be two times of charges mentioned in 01 above.
03	Call cancellation	50% of the Inspection charge as mentioned in 01 above, subject to a maximum of Rs 11000/-.
0	Inspection Certificate revalidation or re-inspection.	Rs. 5000/ for revalidation of Inspection Certificate. In case re-inspection is done afresh, full charges as per Sr. No 01 above.

1.2.3. Pursuant to Clause 7.2 above, the TPI Agency shall every month, on or before 7th day, submit a

GST invoice for the Product Inspection undertaken during the previous month through an online system to the Authority.

1.2.4. The Product Inspection invoices prepared State wise shall be accompanied with Procuring Entity wise summary. The summary shall include details of the following:

a) . Inspection Acceptance Certificate
b) . Inspection Rejection Certificate
c). Call Cancellation Certificate
d). Re-validation of Inspection Acceptance Certificate

1.2.5. The inspection charges for Process Inspection shall be payable on monthly basis as per following table:

S.No.	Description	Charges
01.	Process Inspection	Man-days deployed multiplied by Man-days rates for Process Inspection as per LOA and more specifically included in Annexure 7 of the Agreement.

1.2.6 Process Inspection invoices shall also be submitted on a monthly basis by the TPI Agency on or before 7th day of the month for the Process Inspections completed during the previous month through an online system or manually, till the time such online system is in place, to the Authority. The GST invoice shall be submitted along with Process Inspection Order, report submitted by TPI Agency and Acceptance of the report by Procuring Entity.

1.2.7. The Authority shall, in accordance with the provisions of this Agreement, and more specifically as defined in Annexure 4 of the agreement (Payment Regimen) make payment to the TPI Agency within 30(thirty) days from the receipt of invoice. Notwithstanding anything to the contrary contained herein, Authority shall be entitled to adjust, deduct, set- off any amount due and payable by the TPI Agency to the Authority in accordance with this Agreement, while making the payment to the TPI Agency against the monthly invoice.

1.2.8. The Authority shall be entitled to deduct any Taxes required to be deducted at source under Applicable Laws while making the payment to the TPI Agency.

1.2.9. It is expressly agreed by the Parties that all taxes and duties except GST shall be borne and paid by the TPI Agency. For avoidance of doubt, the Authority shall not be liable for reimbursement of any taxes and duties except GST.

1.2.10. GST shall be paid as applicable in accordance with Applicable Laws on submission of certified GST invoices.

1.2.11. Statutory Variation Clause

1.2.11.1. 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, during the engagement period stipulated in the contract, or last unconditionally extended Agreement period shall be to Authority's account. Only such variation shall be admissible which takes place after the submission of bid.

1.3. Reconciliation

a) Every quarter, balancing payment reflecting netting of amounts which are due and payable or damages or penalties or any other amounts recoverable which are not paid or recovered from Performance Security shall be calculated by the TPI Agency who shall deliver along with its invoice for such balancing payments the calculation and the statements to the Authority within 14(fourteen) days of end of each quarter of the accounting year. Such statements shall invariably have attachments with reasonably supporting evidence for all amounts claimed.

b) On receipt of the statement, the Authority shall either approve or require recalculation or amendments.

c) Non submission of reconciliation statements shall not bar the Authority from recovering any amounts due from the subsequent invoices of the TPI Agency or from the Performance Security, as the case may be.

Schedule E: Rejection of Pre-inspected Goods

1. Rejection of Goods pre-inspected by TPI Agency

1.1. The Goods accepted during inspection by the TPI Agency are dispatched by the Vendor to the Consignee mentioned in the Purchase Order.

1.2. The Consignee, on receipt of pre-inspected Goods is empowered to conduct such inspection/test as he/she may deem necessary. The consignee may reject the pre-inspected Goods when:

1.2.1. The Consignee on visual inspection or on testing/measuring/examining finds that the Goods received do not conform to the required description/drawing/specification/standards as per Purchase Order.

1.2.2. The Goods received do not prima facie have the unique identification hologram/seal/mark as indicated in the Inspection Acceptance Certificate.

1.2.3. The Goods have been transferred to Consignee beyond the validity of Inspection Acceptance Certificate.

1.2.4. Other terms and conditions of the Purchase Order have not been complied with.

1.3. The Goods supplied by Vendor and pre-inspected by TPI agency carry warranty as per Purchase Order. If the Goods, stored or put to use, are found to be non-conforming to the required description/drawing/specification/standards, or, fail within the warranty period, the consignee may reject the same.

1.4. If Goods, pre-inspected by TPI Agency, gets rejected at consignee end after receipt by consignee or during warranty, as the case may be, the material rejection advice/rejection memo or warranty rejection advice/rejection memo respectively will be sent by consignee through online system to all concerned i.e. Vendor, TPI Agency, Procuring Entity and Paying Authority and such others as the Authority may specify from time to time.

1.5. The consignee after or at the time of issue of rejection advice, at his discretion, may call for a Joint Inspection between consignee, Vendor and TPI Agency. Such Joint Inspection shall be conducted at a place as mentioned in the notice for Joint Inspection.

1.6. The TPI Agency shall, at their own cost, attend the Joint Inspection at place, date and time communicated by consignee. Irrespective of whether the Party(ies) attend the Joint Inspection or not, the modalities of Joint Inspection will be completed by the consignee within the time limit as may be prescribed from time to time. A Joint Inspection report shall be signed by the Party(ies) attending the Joint Inspection. Failure to attend Joint Inspection shall not be an excuse to dispute the findings of Joint Inspection.

1.7. Irrespective of the outcome of Joint Inspection, the TPI Agency will not be entitled for any fee or charges, whatsoever, for attending such Joint Inspection.

1.8. In case of rejection of Goods on Joint Inspection, the TPI Agency shall not be entitled for inspection charges for the quantity of Goods rejected. The inspection charges, if and to the extent already paid, shall be recovered from the TPI Agency.

1.9. Moreover, in case of rejection of Goods on Joint Inspection, the replacement supply against the rejected lot of Goods shall be inspected by the same TPI Agency, which inspected and passed the original supply. In such cases, GM(QA) shall conduct a root cause analysis and take suitable punitive, corrective and preventive actions to fix responsibility of failure and avoid recurrence. Action Taken Report (ATR) shall be submitted to the Authority along with a relevant periodical report not later than 30 days from the date of finalization of Joint Inspection outcome. Authority, if not satisfied by the actions taken by the TPI Agency, may not accept the ATR and direct TPI Agency to take such actions as it may deem fit including but not limited to disciplinary action against Authorized Inspector, replacement of Authorized Inspector, replacement of GM(QA). Such directions shall be binding on the TPI Agency.

1.10. In case of rejection on account of validity of Inspection Acceptance Certificate, the valid Inspection Acceptance Certificate for the Goods shall be required, either through revalidation of IC or fresh inspection in terms of Para 9 of Schedule 1(A) of the Agreement.

1.11. The above provisions are applicable for Product Inspections. For Process Inspections, provisions contained in above para 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 and 1.7 shall be applicable except when Process Inspection is carried out for validation/verification of quality assurance plan and/or process audit.

Annexure-II

<u>Special Conditions to be incorporated in tender as special condition for inspection</u>:

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

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

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

Order.

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

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

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

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

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

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

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

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

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

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

2.8.4 To summarize, following charges shall be recovered from Supplier

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

Goods rejected in final Stage, in cases involving stage inspection	2Y
Goods rejected in inspection in cases	Y

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

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

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

PO Value Slab	Inspection Charges (X)
From Rs.5 Lakhs up to 1 Crs	0.5220% + GST extra
From Rs.2 Cr up to 25 Crs	0.116% + GST extra
From Rs. 25 Cr up to 100 Crs	0.053% + GST extra
From Rs.100 Cr up to 500 Crs.	0.035% + GST extra

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

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

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

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

5. **Procedure for Joint Inspection**:

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

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

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

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

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

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

13.6 Wherever the inspecting authority is specified in the tender documents, tenderers are advised to quote accordingly. Offer with any deviation from inspection clause mentioned in tender will be summarily rejected.

14 Identification Mark:

14.1 All manufactured stores must carry identification mark of the manufacturer and month/year of manufacture in embossed form at the location specified in drawing/specification. In case this is not mentioned in drawing or specification, the location should not be subject to wear and should not affect the functionality, utility, operation and structural stability of the item. Inspecting agency and consignee will be entitled to reject the supplies not conforming to this clause.

14.2 If during the aforesaid period, the said goods /stores/articles 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/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk.

14.3 If the contractor / seller so desires, the rejected goods may be taken over by his or his authorized dealer for disposal in such manner as he may deem fit within a period of 2 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/stores/articles, 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 stores" and "failure" and "termination" and clause 3100-02 of IRS conditions of contract shall apply.

14.4 The contractor / seller shall, if required, replace the goods or such portion thereof as have been rejected by the purchaser, free of cost dully inspected by the inspecting authority as per the contract, at the ultimate destination, or at the option of the Purchaser, the contractor / Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under the contract or otherwise.

14.5 Suppliers are advised to ensure that the materials are invariably stamped with manufacturer's, name, month and year of manufacture as may be detailed in the drawing/specification of material, so that warranty can be correctly acted upon.

15.0 **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 NWR 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 NWR.

16.0 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 : -

16.1 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.

16.2 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 consignee s end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR/PWB may be considered as the proof of dispatch.

16.3 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.

16.4 However, in this connection it is to be made clear that for orders valuing up to 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.

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

16.6 Payment through NEFT/RTGS: Tenderers are required to give consent in a mandate form(givenin Annexure-VIII) for receipt of payment through EFT/ECS.

16.7 Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch code as appearing on MICR cheque issued by bank.

16.8 Tenderer to attach certificate from their bank certifying the correctness of al labove mentioned information .

16.9 In case of non-payment through ECS/EFT or where ECS/EFT facility in not available ,payment will be released through cheque

16.10 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. In cases where Price Variation Clause (PVC) is part of the contract, a working sheet supported with documents in support of the PVC must be submitted at the time of claiming any payment. No payment shall be made without PVC working sheet .

16.11 For PVC payment in the cases where supply is made in the extended period of delivery period (DP) (with or without LD), price variation as applicable on the terminal date of the original DP ispayable however if there is a decrease in price due to PV clause the same shall be applicable.

16.12 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 and submitted in duplicate to the Financial Adviser and Chief Accounts Officer, Stores Accounts Branch, North Western Railway, Jaipur

i) 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, Jaipur, endorsing a copy of the forwarding letter to the PCMM as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

16.13 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 16.12 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 ControllingOfficer 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 16.12 (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.

16.14 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 . "

16.15 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.

16.16 The format of bill for store supplies is available on public website of N W Railway.

16.17 The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the Purchase Order . The Bills should be signed and pre - receipted with revenue stamp. All corrections should be attested. Correction Fluid should not be used on Bill at all. Rate and Quantity should be mentioned both in figures and words. Status / category of Bill should be mentioned i. e. whether Advance/ Balance /100% / PVC etc . 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. Wherever PVC is applicable, basis of PVC may be given, with relevant documents. Copy ofAmendment letter issued by Stores Department , if any be enclosed. Transport Receipt / Challan for freight charges should be enclosed along with the bills.

17.0 Option Clause: 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 Rs. 1.5 Cr , the following conditions will apply

17.1 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.

A) "**Reasonable notice"** as mentioned above Para 17.1, is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies andnot for seekingany consent from the contractor towards exercise of the contractual OptionClause. To this end, a reasonable delivery schedule for the enhanced ordered quantitystipulated in therelevant amendment to the contract will suffice.

B) 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.

18.0 Dispatches by Road:

18.1 The tenderer should note that the supplier are supposed to quote delivery by road (only in exceptional cases, delivery by Rail will be accepted by NWR) and that too on FOR destination basis only for each consignee as given in the Electronic Tender SOR duly indicating separate freight elements for each consignee of Electronic Tender SOR. Tenderers are requested to refer to important note below Para 1.7 of section I of this document for quoting the freight charges on the financial form.

18.2 It shall also be entire responsibility of supplier to arrange truck /trailer etc. at their end for dispatches of materials by road and NWR 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.

18.3 Intimation regarding dispatches of material:

The tenderer should note that the supplier shall have to give a written/telephonic intimation either at the time of making dispatches or immediately after the dispatchesof material (i.e. preferably within 48 hours of dispatch of materials) the ultimate consignee so that the ultimate consignee can make necessary arrangement for unloading the material at site.

19.0 Progress report:

19.1 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 & PCMM/NWR 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 ofmaterials may be done by NWR.

19.2 In addition, the supplier shall have to intimate in writing their next two months program 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, & PCMMS/NWR both by E-mail & fax (or through Speed post where E-mail/fax is not available).

19.3 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 NWR.

20.0 Production capacity & past performance:

20.1 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 beexecuted by them).

20.2 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.

20.3 The tenderer should also furnish detailed information with respect to their past performance

21.0 **Settlement of Disputes:** For any dispute clause no. 2900 of IRS condition duly modified vide Railway Board letter No 2018/TF/CIVIL/Arbitration Policy dated 12.12.2018 Annexure-A will be applicable.

22.0 <u>Compliance of Restrictions under Rule 144 (xi) of GFR2017:</u> Restrictions on procurement from a bidder of a country which shares a landborder with India-

i) Any bidder from a country which shares a land birder with India will be eligible to bid, if the bidder is registered with the Competent Authority. The competent authority shall be as per Ministry of Finance. Department of Expenditure, Public Procurement Division office memorandum no.6/1812019 - PPD dated:-23-07-2020 or as amended by Ministry of Finance.

(ii) "Bidder"(seller/Service Provider) means any person or firm or company, including any member of consortium or joint venture (that is an association of several persons, or firm or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

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

1. In case of a company or limited Liability Partnership, the beneficial owner is the natural person(s), who , whether acting alone or together, or through one exercise control through other means Explanation:-
   a. " Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management right or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to morethan fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent (15%) of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above the beneficial owner is the relevant natural person who hold the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee , the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

(vi) The successful bidder shall not be allowed to sub contract works to any contractor is registered with the competent authority.

(vii) Participation in tender will be considered that following certificate has been signed by all the bidders unless otherwise specifically mentioned in its offer

"I *have read the clause regarding restrictions on procurement from a bidder of a country which shares a landborder with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered"*

Note: Any false declaration and non-compliance of the above would be a ground for immediate ermination of the contract and further legal action in accordance with the law.

23. Code of Integrity in Public Procurement; Misdemeanors and Penalties

23.1 Code of Integrity: Purchaser as well as bidders shall not indulge in following prohibited practices, either directly or indirectly, at any stage during the tender process:

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

(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.

(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": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the tender process;

(e)"Conflict of interest" (COI): any personal, financial or business relationship between the bidder and any personnel of the purchaser who are directly or indirectly related to the tender process, which can affect the decision of the purchaser directly or indirectly.

(f) "Undue Advantage": improper use of information obtained by the bidder from the purchaser with an intent to gain an unfair Advantage in the tender process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which he is participating;

23.2 Obligations for proactive disclosures:

a. Purchaser as well as bidders are obliged under this Code of Integrity to suo- motu 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. 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 Organization from participating in Tender Processes. Failure to do so shall amount to a Violation of this code of integrity.

23.3 Misdemeanors:

The following shall be regarded as misdemeanors—if a bidder, either directly or indirectly, at any stage during the tender process, commits any of the following misdemeanors:

a. Violates the Code of Integrity;
b. Convicted of an offence under the Prevention of Corruption Act, 1988 (as amended) or under the erstwhile Indian Penal Code, 1860 (as amended) or under the Bharatiya Nyaya Sanhita, 2023 (as amended) 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.
c. Employs a government servant who has been dismissed or removed on account of corruption;
d. Employs a non-official convicted of an offence involving corruption or abetment of such an offence, in a position where they could corrupt government servants;
e. Employs a government officer within one year business dealings with him in an official capacity before retirement.

f. Is determined by the Government of India to have doubtful loyalty to the country or national security consideration;
g. Any other misdemeanor such as failure to abide by 'Bid securing declaration'.

23.4 Penalties for misdemeanors:

Without prejudice to and in addition to and in addition to the rights of the purchaser to other remedies as per the Tender-documents, if the bidder directly or through an agent ha^ committed! a misdemeanor in competing for the tender, the Purchaser shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following, if his bids are under consideration in any procurement:

a. Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security;
b. calling off of any pre-contract negotiations and;
c. rejection and exclusion of Bidder from the Tender Process.
d. In addition to the above penalties, the Purchaser shall be entitled and it shall be lawful on his part to:

File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;

Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 (as amended) or under the Bharatiya Nyaya Sanhita, 2023 (as amended) or any other law for transgression not addressable by other remedies listed in this sub-clause.

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.

Debar a bidder 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.

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

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 for a period not exceeding two years commencing from the date of debarment for misdemeanors listed above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

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

SECTION – III

SPECIAL CONDITONS FOR PROCUREMENT OF M&P ITEMS (MACHINERY AND PLANT ITEMS)

1.0 Validity of the offer:

The bid shall be kept valid for acceptance for a minimum period of 150 (One hundred fifty only) calendar days from the date of opening of tenders (inclusive of tender opening date), within which period, the tenderers shall not withdraw the bid. Bids with shorter validity are liable to be considered as unresponsive to Railway‟s requirements and liable to be rejected.

2.0 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 clearly in technical deviation statement during bid process.

3.0 Authorization Letter: In case the tenderer is an agent of the manufacturer, they should clearly indicate the same and also enclose current authorization certificate from the manufacturer to this effect on the letter head of manufacturer in the Performa attached as Annexure-V and also mention the place where the equipment will be offered for pre inspection before dispatch.

4.0 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

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

6.0 Commissioning & Proving Test:

6.1 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. 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.

6.2 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 installationin cases where installation is also to be undertaken by the contractor.

6.3 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 0.5% of the total contract value for each and every week 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 willbe at liberty to forfeit the Security Money furnished by the supplier without any prejudiceto other rights under the contract.

6.4 Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the Clause 6.3 above.

7.0 Warranty:

7.1 Warranty period for M&P will be 24 (twenty-four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (two) weeks will be allowedfor attending and rectification of faults during the warranty period.

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

7.3 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.**

7.4 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 Warrantee Guarantee Bonds. In such cases the bad performance of firm during the warranty period, the same would be recorded and circulated to all Railways. The same would 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.

7.5 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-VII.

8.0 Annual Maintenance Contract:

8.1 Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) fora period of five years after expiry of the warranty period of the M&P along with their offers wherever tender specification specify need of AMC. The scope of AMC will include preventive and breakdown maintenance. AMC charges include all cost of personnel, spares etc. except the cost of consumables required for day-to-day operation and daily maintenance checks.

8.2 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.

8.3 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.

8.4 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 contact. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.

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

8.6 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.

i) The AMC payment terms will be linked to the performance parameters viz., maximum downtime and maximum response time as also penalties for failure to adhere to the same. **The maximum downtime and maximum response time and also penalties for failure to adhere to the above are specified in the technical specification.**

ii) The tenderers should quote AMC rates for each of five years. The AMC prices for each year shall be firm. **The AMC charges will be separately payable in Indian Rupees only.** The AMC charges would be added to the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.

iii) In order to equitably compare different AMC charges for different years, the concept of NPV (Net Present Value) is used at a pre-determined rate of discounting to bring the AMC charges at the same footing in the assessment of FOR destination price.

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

8.7 The rate of discounting and NPV calculation is furnished below:

Calculation of NPV (Net Present Value) at rate of 10% discounting for five years for comparative evaluation of AMC offer in order to equitably compare different AMC charges for different years at the same footing in the assessmentof FOR destination price.

FORMULA: $NPV=P\{1+r/100\}^{n}$

Where r = rate of inflation n = number of years
P = AMC cost quoted for n^{th} year
NPV= Net Present Value
If offered value of P for 1^{st} year is say Rs.100/- and if rate of inflation is 10% Then $NPV=100/(1+10/100)^1$
$=90.91$

NPV factor for Rs. 100/- = 90.90
Then NPV factor = 90.90/100 = 0.9091.

Similarly NPV factor for second, third, fourth and fifth year is calculated & shown below:

S.N	Year	Cost in	PV factor @10% per annum	Total Cost of AMC after discounting factor in
1	First year AMC cost	P1	0.9091	P1 x 0.9091
2	Second year AMC cost	P2	0.8264	P2 x 0.8264
3	Third year AMC cost	P3	0.7513	P3 x 0.7513
4	Fourth year AMC cost	P4	0.6830	P4 x 0.6830
5	Fifth year AMC cost	P5	0.6209	P5 x 0.6209
	TOTAL COST			P

NB: 1) The total AMC cost will be calculated after multiplying the quoted rates with PV factor i.e., after discounting annual cost @ 10% per annum.

2) In above table total cost "P" after calculation shall be taken for evaluationof financial ranking.

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

10.0 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.

11.0 Payment terms

11.1 Payment: 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 for6 months beyond warranty period.

****

ANNEXURE I

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
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 ww.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 ww.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. North Western 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 PCMM/NWR/JP 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. Following officers are nominated for assisting the vendors willing to participate in e-procurement process:

S.No	Designation	Telephone	Email ID
1	Dy CMM III	0141 2725955	Dycmm3@ nwr.railnet.gov.in
2	SMM I	0141 2725960	smm1@nwr.railnet.gov.in

ANNEXURE II

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

1. Vendors desirous of Registration on IREPS website www.ireps.gov.in, have to obtainclass 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
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 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 byCRIS 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:

    I. 011-24105180
    II. 011-24102855
    Alternatively an e-mail can be sent to help desk of CRIS at following e-mail address:
    helpdesk.eps@cris.org.in

Contacts details of officials of CRIS are as under:

I. Shri Rajaram Prasad , GM/Project
Tel. No. 011-23379934

II. Shri S.S. Mathur, DGM/Project
Tel. No. 011-24104525

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

ANNEXURE - III

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,CST/GST & FOR terms	Date of delivery as per contract	Actual date of delivery	Reasons for late delivery (if any)

Signature and seal of

the manufacturer / Tenderers

ANNEXURE - IV

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.
   Normal
   Maximum
10. Details of arrangement for quality control of products such as laboratory testing Equipment etc.
11. Details of staff.
    Details of technical supervisory staff-in-charge of production & quality control
    Skilled labour employed.
    Unskilled labour employed.
    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 registered with the Directorate General of Supplies & Disposals, New Delhi. If so, furnish full particulars of registration; period of currency etc.
14. Are you a Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the

Manufacturer / Tenderers

ANNEXURE - V

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....Dated.....

To

The PRESIDENT OF INDIA,

Acting through the Principal Chief Material Manager North
Western Railway,

Malviya Nagar
JAIPUR

Dear Sir,

Subject : PCMM/N.W.Rly./Jaipur's Tender

No.....

We ..... an established and reputed
manufacturer of..... having factories at
..... do hereby Authorize M/s
..... (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No.....
No company/firm or individual other than M/s.....
are authorized to represent us in regard to this business against this specific tender. Yours faithfully,

(NAME)

for & on behalf of M/s.....

(Name of Manufacturers)

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

ANNEXURE - VI

PROFORMA OF ONLINE/OFFLINE BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

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

Bank Guarantee No.....

To

The PRESIDENT OF INDIA,

Acting through the Principal Financial Advisor (Earlier Designated as FA&CAO)

North Western Railway, Malviya Nagar,

JAIPUR

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 favor of the President of India, the amount of..... (write the sum here in words) to indemnity and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract an/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

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

India) before the said date. Payment under this letter of guarantee
shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).**3.** It is fully understood that this guarantee is effective from the date of the said contract and that we
..... Bank Ltd., undertake not to revoke
this guarantee during its currency without the consent in writing of the President of India (Govt. of India.)

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

5. We.....Bank Ltd., further agree that the President of India (Govt. of India) acting through PFA/NWR 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.....
Designation……
Place .....Printed
Name.....
Witness.....
.....

.....

(Bank's common seal)

Annexure VII

To: **PROFORMA FOR WARRANTY GUARANTEE BOND**

The President of India
Acting through
Principal Chief Materials Manager,
North Western Railway
Jaipur.

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..... hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government") _Nos. of (give description) as per contract one of our constituents, 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 and ertak e 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) representing 10 per cent of the (Rs. value of the Stores dispatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.

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 thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a

valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel vide Bill of Lading No. dated (in the case dated or R/ R No. 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 d ate.

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

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

Date ..... Place

…… Signature

……..

Printed Name …….
……..
Witness
…….

Read and Accepted.

Signature of Tenderer ……..
(Designation)

(Banks common Seal)

Annexure

Annexure VIII

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

From: M/s. Date:

To:

FA & CAO/WST
North Western Railway Jaipur

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 No.

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

Signature of supplier with
Stamp and address

Enclose a copy of crossed cheque

ANNEXURE-IX

(Enclosure to Railway Board letter no.: 2024/RS(G)/164/VIG/4 dated 27/05/2025)

FORMAT FOR CERTIFICATE TO BE SUBMITTED/ UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS

I……(Name and designation)**appointed as the attorney/ authorized signatory of the tenderer, M/s_____ (hereinafter called the tenderer) for the purpose of the Tender documents for tender No._____ of _____(Railway)**, do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s) am/are signing this document after carefully reading the contents.

2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.

3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in. I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of contract or payment, the master copy available with the railway Administration shall be final and binding upon me/us.

4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.

5. I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.

6. I/We declare that the information and documents submitted along with the tender by me/ us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.

7. I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry/ Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/ LLP/ JV/ Society/ Trust.

8. I/we understand that if the contents of the certificate submitted by us are found to be forged/ false at any time during process for evaluation of tenders, it shall lead to forfeiture of the EMD and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we (insert name of the tenderer) **_____and all my/our constituents understand that my/our offer shall be summarily rejected.

9. I/we also understand that if the contents of the certificate submitted by us are found to be false/ forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Security Deposit and may also lead to any other action provided in the contract including banning of business for a period of upto two year.

10. I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfill all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed).

SEAL AND SIGNATURE OF OF THE TENDERER

Place:

Dated:

Annexure-A

2900: SETTLEMENT OF DISPUTES

2901. Conciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by any of the parties to the concerned "Chief Materials Manager (CMM) " or "Divisional Railway Manager" of “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 a9sist 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 biding 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 concl1iation 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 conduct or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the General Manager (for the purpose of para 2900 the term General Manager shall imply Additional General Managers of Zonal Railways , General Managers for Production Units, Director General (Railway Stores), Member of the Railway Board, Head of the Organization in ease 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 inany Clause of the Special or General Conditions of the Contract shall be deemed as 'excepted matters" (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor, provided further that „excepted matter" shall stand specifically excluded from the purview of the Arbitration Clause. Provided **further** that where Railways has raised the dispute, para **2902** shall not apply.

2903 : Demand for Arbitration:

2903(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the Railway fails to make a decision within 120 days (as referred in 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(i) shall not apply.

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

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

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

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

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

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

2903 (iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof dung 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 eases 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 A‹1tninistrative 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 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 awritten and valid demand for arbitration is received by the General Manager.

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

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

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

(i) In cases where the total value of all claims in question added together does not exceed 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 tour (4) flames of retired Railway Officer(s) empaneled 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 o1" the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added together exceeds 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) empaneled 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 to" appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

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

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

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

2905(c)(ii) (b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding 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
„limitations" to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings .or plea for interim measures Of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

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

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

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

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

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

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

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

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), asper the rates fixed by Railway Board from time to time and the feeshall 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 irrespectiveof the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the courtof law unless specifically directed by Hon'ble Court otherwise on the matter.

2908(b): Sole arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.

2909: The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to make a reference to Micro and Small Enterprises Facilitation Council, if the dispute is in regard to any amount due under Section 17 of the MSMED Act, 2006. In case a Micro or Small Enterprise, being a party to dispute, makes a reference under the provisions in MSMED Act 2006, the provisions o1" 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 acted the rules there under and relevant para of IRS Conditions of Contract and any statutory modifications thereof" shall apply to the appointment of" arbitrators and arbitration proceedings under this Clause.

Annexure

Certification by persons under consideration to be nominated as Arbitrator.

1. Name

2. Contact Details:

3. I hereby certify that I have retired from Railways w.e.f._____in _____grade.

Or

I here by certify that I am serving Railway Officer and I am presently posted as_____in _____grade.

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

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:

S. 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 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 with in twelve months.

0r

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 with in twelve months. The list of such circumstances is as under: