

**STORES/CENTRAL RLY
TENDER DOCUMENT**

Tender No: 41261830A

Closing Date/Time: 29/06/2026 11:30

PRINCIPAL CHIEF MATERIALS MANAGER acting for and on behalf of The President of India invites E-Tenders against Tender No **41261830A** Closing Date/Time 29/06/2026 11:30 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Bidding type	Normal Tender	Template	Normal
Contract type	Goods	Contract Category	Expenditure
Tender No	41261830A	Tender Type	Open - Indigenous
Evaluation Criteria	Itemwise/Consigneewise	Bidding System	Single Packet
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Tendering Section	41		
Inspection Agency	TPI Agency	Publishing Date / Time	16/06/2026 16:33
Item Category	General	Bidding to be Done on	IREPS
Procure From Approved Sources	Yes	Approving Agency	CLW
Closing Date Time	29/06/2026 11:30		
Validity of Offer (Days)	90	Ranking Order for Bids	Lowest to Highest
Tender Doc. Cost (INR)	0.00	Earnest Money (INR)	92350.00
Tender Title	SILICONE RUBBER COMPOUND		

2. ITEM DETAILS

S.No.	PL Code (Group)	Item Type GST(Y/N)	Stock / NonStock	Ordering	Consider For Eval	Approving Agency	Inspection Agency	Currency Allowed	Estimated Rate
1	41134760	Goods (Y)	Stock	---	Yes	CLW	TPI Agency	INR	
	Description :SILICONE RUBBER COMPOUND AS PER CLW SPECIFICATION NO. A-0113 ALT-A. (BRAND KE-45 RTV-R OF SHIN-ETSU/JAPAN OR ANABOND-685 OF ANABOND LTD [Warranty Period: 12 Months after the date of delivery])								
Consignee		DY CMM (ACL) BSL, CR			Maharashtra		4000.00 Numbers		
		Electric Loco Shed Daund, CR			Maharashtra		100.00 Numbers		
		SMM-D(D) GPR, CR			Maharashtra		1000.00 Numbers		
		SMM-D(ELS) KALYAN, CR			Maharashtra		4000.00 Numbers		
UVAM Item ref.		(Item Id :- 2101229 - Silicone Rubber Compound (KE 45 RTV-R of Shin Etsu or Anabond 685 of Anabond) , 5582/001 (MINOR))							
Inspection Details		Stage Inspection Not Required							

3. T AND C

F.O.R

Description
Destination

Delivery Period

Description	Delivery /Completion	Rate of Supply
For all items	Completion : Within 45 Days	---

Payment Terms

S.No	Description
Payment Terms	

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1	100% payment against inspection certificate issued by the inspection authority, E-way receipted challan and acceptance of stores and issue of R/Note by Consignee (OR) 95% payment against E-way receipted challan duly signed /countersigned by Consignee Gazetted Officer, physically or digitally, along with the Inspection Certificate issued by the nominated inspection authority and balance 5% against acceptance of stores and issue of R/Note by the consignee.
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Statutory Variation Clause

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

Railway Standard Fall Clause

S.No	Description
1	Not applicable

Standard Governing Conditions

S.No	Description
1	This e-Tender will be governed by CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY-2024 as attached to the tender and as available on website www.ireps.gov.in and all other terms and conditions as envisaged in the tender document.
2	IRS Conditions of Contract: The tender/contract shall be governed by IRS Conditions of Contract (Revised September 2025) Version 1.0, or the latest amendment till the date of opening of tender.
3	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.

4. ELIGIBILITY CONDITIONS

Special Eligibility Criteria

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
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1	<p>The Purchaser reserves the right to place an order for either the entire quantity or the bulk quantity (minimum 80% of the net procurable quantity) on CLW approved vendors, as reflected in U-VAM as on the date of tender closing, for Item ID 2101229 in terms of Clause 3.3 of Section II of the Central Railway Bid Document (updated January 2024). Developmental vendors listed in the CLW Vendor Directory as reflected in U-VAM for Item ID 2101229, as on the date of tender closing, may be considered for developmental orders up to 20% of the net procurable quantity. Developmental vendors shall be eligible for consideration only if they hold unconditional approval status in U-VAM as on the date of tender closing. Developmental vendors reflected in the CLW Vendor Directory with conditional approval/General Remarks (e.g., field trials, prototype approval, limited or temporary approval etc.) shall not be eligible for order placement. The status of the vendor (i.e. approved or developmental vendor) shall be reckoned as available in U-VAM on the date of tender closing date and not thereafter. However, cases of downgrading/removal/suspension/banning etc., after closing date of tender, shall be taken into account while considering the offers.</p> <p>Note: If the works address indicated in an offer is different from what is indicated in the approval certificate issued by the respective vendor approving agency or appearing in Vendor Directory reflected on U-VAM, then such offer will be treated as if the same has been received from an unapproved source.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
2	<p>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. In such cases, the purchaser reserves the right to split the order quantity between one or more firms and Para 17.2 of Instruction to tenderer and General Conditions of tenders for supply contract [for indigenous tenders] shall be applicable. Such orders shall be treated as bulk orders. Indian Supplier shall be defined 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 Percent of the value of the item being supplied has been added in India.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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3	The firms/tenderers who are not appearing in U-VAM as Approved/Developmental Vendors of nominated vendor/ source approving agencies will not be considered for ordering. However, such firms willing to participate, are advised to approach the concerned Vendor Approving agency for getting their name registered as approved/ developmental vendor in the vendor directory maintained in U-VAM	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
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5. COMPLIANCE CONDITIONS

Check List

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Have you furnished the statement of deviations [preferably nil] ?	Normal	Applicable to all bidders	No	No	Not Allowed
2	Have you quoted in the prescribed performa ?	Normal	Applicable to all bidders	No	No	Not Allowed
3	Have you attached CA certificate for the Local Content claimed, if you claim to be a "Class I Local Supplier" ?	Normal	Applicable to all bidders	No	No	Not Allowed
4	Have you submitted Earnest Money Deposit (EMD) ?	Normal	Applicable to all bidders	No	No	Not Allowed
5	It shall be the responsibility of the tenderers to quote correct HSN number and corresponding GST rate. Have you checked HSN code and have quoted corresponding GST rate ?	Normal	Applicable to all bidders	No	No	Not Allowed
6	Have you submitted authenticated copy of the document authorizing the signatory to submit offer and commit on behalf of tenderers ?	Normal	Applicable to all bidders	No	No	Not Allowed
7	Have you quoted price on the basis of free delivery to destination, indicating the break up ?	Normal	Applicable to all bidders	No	No	Not Allowed
8	Have you kept your offer validity as per "Condition for Responsiveness of Offer" ?	Normal	Applicable to all bidders	No	No	Not Allowed
9	Have you read and accepted tender conditions ?	Normal	Applicable to all bidders	No	No	Not Allowed
10	Have you mentioned Make/Brand of OEM ?	Normal	Applicable to all bidders	No	No	Not Allowed
11	Have you attached any performance statements separately ?	Normal	Applicable to all bidders	No	No	Not Allowed
12	Have you furnished all the mandatory Bank details ?	Normal	Applicable to all bidders	No	No	Not Allowed
13	Have you quoted the discount if any in the specified column only in IREPS ?	Normal	Applicable to all bidders	No	No	Not Allowed
14	Have you attached relevant document for MSE if you claimed benefits and preferential treatment as MSE firm ?	Normal	Applicable to all bidders	No	No	Not Allowed
15	Have you indicated the percentage of Local Content in the relevant column ?	Normal	Applicable to all bidders	No	No	Not Allowed
16	Have you submitted the details of location(s) where local value addition is made ?	Normal	Applicable to all bidders	No	No	Not Allowed
17	Have you carefully reviewed the contents of the Undertaking/Declaration regarding non-participation of sister concerns or affiliates in this tender as submission of false information/declaration could lead to rejection of the bid ?	Normal	Applicable to all bidders	No	No	Not Allowed

Commercial-Compliance

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1	Vendors claiming to avail benefits and preferential treatment extended to Micro and Small Enterprises (MSEs) must necessarily upload relevant documents with their offer in terms of Clause 4.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024. Vendors claiming MSE benefit/preferential treatment, despite upward re-classification, must upload document confirming their MSE status within a span of 03 years from the date of closing of tender else status of such vendors shall not be considered as MSE.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
2	Bidders must agree to furnish SECURITY DEPOSIT as applicable as per Clause 24.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024. Bidders (except approved vendors for tendered item/items) claiming exemption from paying SD must upload requisite document towards such claim, alongwith the offer. Offers from firms denying to pay Security Deposit will be summarily rejected.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
3	Goods & Services Tax (GST): As per Clause 9.0 and all sub-clauses of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024. All tenderers to quote correct HSN code and corresponding GST rate for the item/items quoted. Misclassification in HSN code, if quoted by any bidder, shall be dealt as per Clause 9.0(iv) of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
4	Bidders shall also give Declaration as below:- "I/We agree to pass on such additional input tax credit as may become available in future under GST scheme, in respect of all the inputs used in the manufacturing and/or supply of final goods/services on the date of supply by way of reduction in price and advise the purchaser accordingly".	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
5	The Bidder agrees to supply the tendered stores at the rates quoted by him in accordance with the Standard Governing Conditions of this tender.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
6	The bidder confirms that Rates and other financial terms quoted in relevant columns of financial bid will only be ruling terms for Acceptance, and such terms quoted anywhere else should be ignored. [Denial of this condition is not recommended].	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
7	Authorized agent quoting on behalf of a manufacturer shall not be exempted from remitting EMD, owing to any of the above exemptions as stipulated at Para 23.1 (a) to (i) of Clause 23.0 of Section II of CENTRAL RAILWAY BID DOCUMENT(Updated) January 2024.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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8	An Indian Agent quoting in INR on behalf of a foreign Principal/OEM should submit a copy of Invoice/Proforma Invoice from OEM along with their offer as well as should undertake to furnish all import documents and should comply to Clause 22.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
9	Bidders are advised to carefully review the contents of the undertaking/declaration prior to signing, as the submission of false information could lead to rejection of the bid.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
10	<p>All bidders shall confirm declaration as below in terms of Clause 5.15 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024 in compliance of restrictions under Rule 144(xi) of GFR2017:-</p> <p>a) I have read the clause regarding restrictions on procurement from a bidder of country which shares all and border with India.</p> <p>b) I certify that this bidder is not from such a country or, if from such a country, has-been registered with the competent authority.</p> <p>c) I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority is attached).</p> <p>If the bidder fails to give such declaration, as above, then it will be presumed that the contents of above declaration have been read and unconditionally agreed and accepted by the tenderer. If any tenderer is not agreeable to this declaration they have to categorically mention about the disagreement in Techno- Commercial Deviation.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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11	<p>Earnest Money Deposit (EMD) shall be as per Clause 23.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.</p> <p>EMD is compulsory and offers without EMD, except those exempted, will be summarily rejected. Vendors (other than those appearing on Vendor Panels of Approving Agencies) seeking exemption from EMD, shall have to attach scanned copy of requisite document alongwith offer in support of their claim for exemption, failing which their offer may not be considered eligible for exemption from EMD. An Authorised Agent quoting on behalf of a manufacturer shall not be exempted from remitting EMD owing to any of the exemption claimed.</p> <p>Bidders claiming exemption shall also be required to sign the bid securing declaration as follows:-</p> <p>I/We certify that, my/ our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions. In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering.</p> <p>Further, I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/we are declared suspended 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.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
12	<p>In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism [RCM] and deposit the same to the concerned tax authority.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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13	<p>Participation by Manufacturers is preferred. Agents/Dealers participating in tender on behalf of manufacturers must provide tender specific authorization (TSA) letter issued by the OEM. Bidders must upload above authorization letter with their offer failing which their offer will be summarily rejected.</p> <p>i) In a tender, either the authorized agent/dealer on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item in the same tender. Further, against a particular tender, one Principal/OEM should not issue Tender Specific Authorization to more than one agent/dealer. Such offers are to be summarily rejected.</p> <p>ii) If an authorized agent/dealer submits bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in same tender for the same item/product and such bids will be summarily rejected.</p> <p>iii) Trader/Authorized Dealer should mention name of Manufacturer, make and complete address in their bid for inspection of material at OEM works.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
14	Bidders to submit details of location(s) where local value addition is made. In case no details are furnished, it will be presumed that works address(es) of manufacturing in India are the location(s) of local value addition.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
15	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
16	As time is the essence of contract, the tenderer are to note the Railway's required delivery schedule given in the tender schedule and quote accordingly. Vague delivery period or a very high delivery period compared to Railways specific delivery period in the tender schedule may be considered commercially unresponsive and is liable to be ignored.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
17	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	Normal	Applicable to all bidders	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
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1	Ranking Offers will be arrived on FOR Destination basis only.	Normal	Applicable to all bidders	No	No	Not Allowed
2	Public Procurement Policy for Preference to Make in India shall be as per Clause 5.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) January 2024.	Normal	Applicable to all bidders	No	No	Not Allowed
3	Bidders must note that their submission of bid against the tender shall be considered as deemed acceptance of delivery of goods in required schedule and number of delivery instalments as specified in the tender document. Any deviation with regards to above quoted anywhere including in uploaded document will not be accepted or considered while consideration of the offer. The purchaser may, at his discretion ignore any such deviation, if quoted, while issuing the contract. No further claim by the bidder shall be admissible in such cases.	Normal	Applicable to all bidders	No	No	Not Allowed
4	Handling of warranty Rejections will be dealt as per Railway Board Letter No.2022/RS(G)/779/7 dated 17.10.2022. (Annexure-20) along with amendments vide Railway Board Letter No.2022/RS(G)/779/7(E3390005) dated 26.10.2023 (Annexure 22) along with amendments vide Railway Board Letter No. 2022/RS(G)/779/7 (E3390005) dated 21.08.2024 and along with other amendments issued by Ministry of Railways as applicable from time to time.	Normal	Applicable to all bidders	No	No	Not Allowed
5	Liquidated Damages in delivery period extensions will be applicable as per Clause 15.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated)JANUARY 2024. Upper Limit for recovery of LD will be 10% (10 percent) of the value of stores delayed and not the value of contract, irrespective of delays.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 as per Railway Board letter noNo. 2001/RS(G)/779/7 Pt 2 dated 25.06.2018.	Normal	Applicable to all bidders	No	No	Not Allowed

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6	<p>Benefits to Micro & Small Enterprises (MSEs) shall be as per Clause 4.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.</p> <p>Notes:-</p> <p>i). Criteria for classification of Enterprises based on investment and turnover vide Gazette Notification dated 26.06.2020, as amended time to time, issued by the Ministry of MSME is applicable in the tender. In case conditions contained in above notification contradict with any of the tender conditions, conditions contained in above notification, as amended, will prevail.</p> <p>ii). As per extant guidelines an enterprise registered as MSE firm with any other organization under the Ministry of Micro, Small and Medium Enterprises shall register itself under UDYAM Registration for getting MSE benefit under this clause. Classification of Enterprise as Micro, Small or Medium Enterprise shall only be considered on the basis of UDYAM Certificate. Vendors claiming to avail benefits and preferential treatment extended to Micro and Small Enterprises (MSEs) must necessarily upload relevant documents with their offer i. e. complete UDYAM certificate indicating social status of the MSE.</p> <p>iii). MSE benefit will not be applicable for the traders/authorized dealers/agents.</p> <p>iv). Vendors claiming MSE benefits/preferential treatment, despite upward re-classification, must upload document confirming their MSE status within a span of 03 years preceding from the date of closing of the tender, else status of such vendors shall not be considered as MSE.</p>	Normal	Applicable to all bidders	No	No	Not Allowed
7	<p>Deviation(s) in respect of those parameters/clauses, which are part of the technical specification, would be treated as technical deviation (s). Bidders are advised to bring those deviation(s) clearly in the technical deviation statement. In case, these deviations are not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respects. Any ambiguity shall be to the disadvantage of the bidder.</p>	Normal	Applicable to all bidders	No	No	Not Allowed

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8	<p>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-</p> <p>(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.</p> <p>(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.</p> <p>(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,noncompetitive levels.</p> <p>(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.</p> <p>(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.</p> <p>(f) Undue Advantage: improper use of information obtained by the bidder from the purchaser with intent to gain an unfair advantage in the tender processor 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.</p>	Normal	Applicable to all bidders	No	No	Not Allowed
9	<p>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.</p> <p>(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 participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity</p>	Normal	Applicable to all bidders	No	No	Not Allowed

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10	<p>Penalties for misdemeanors : Without prejudice to and in addition to the rights of the Purchaser to other remedies as per the Tender- documents, if the Purchaser concludes that a (prospective) bidder directly or through an agent has 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-</p> <p>(a) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security,</p> <p>(b)calling off of any pre-contract negotiations and,</p> <p>(c) rejection and exclusion of Bidder from the Tender Process.</p> <p>(d) In addition to the above penalties, the Purchaser shall be entitled and it shall be lawful on his part to-</p> <p>(i) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anticompetitive Practices,</p> <p>(ii) 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.</p> <p>iii) 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.</p> <p>(iv)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.</p> <p>(v) 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 misdemeanours listed above. The Ministry/ Department shall maintain such a list which shall also be displayed on their website.</p> <p>(vi) 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 misdemeanours listed above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).</p> <p>(vii) Any dispute or difference in respect</p>	Normal	Applicable to all bidders	No	No	Not Allowed
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	of either the interpretation effect or application or the above condition or of the amount recoverable thereunder, shall be decided by the Purchaser, whose					
11	Decision thereon shall be final and 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 of his retirement who has had 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'.	Normal	Applicable to all bidders	No	No	Not Allowed
12	In case of any change in statutory tax regime after date of closing of a tender, all the offers shall be evaluated as per tax regime as applicable on the date of closing of tender only.	Normal	Applicable to all bidders	No	No	Not Allowed
13	Vendors may upload with their offer "Performance Statement" of purchase orders received and supplies made to Railway for the tendered item during last 03 years, if any.	Normal	Applicable to all bidders	No	No	Not Allowed

Other Conditions

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Inspection by TPI	Normal	Applicable to all bidders	No	No	Not Allowed

Special Conditions

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	GUARANTEE : Guarantee/Warranty shall be as per Drawing/Specification. In case it is not given in Drawing/Specification, then Guarantee/Warranty shall be as per IRS Conditions of contract.	Normal	Applicable to all bidders	No	No	Not Allowed

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2	The tenderer confirms that Rates and other financial terms quoted in relevant columns of financial bid will only be ruling terms for acceptance , and such terms quoted anywhere else should be ignored. [Denial of this condition not recommended]	Normal	Applicable to all bidders	No	No	Not Allowed
3	In case, the tenderers is a Micro or Small Enterprises (MSE), the tenderer shall also furnish the following details in their offer: (i) The category of the tenderers: a) Whether vendor is Micro Enterprise or b) Whether vendor is Small Enterprise. (ii) Each of the above categories must further mention the sub-classification whether the tenderers is an enterprise a) Owned by Scheduled Castes (SC) b) Owned by Scheduled Tribes (ST) c) Owned by women. d) Owned by other than the above 3 categories.	Normal	Applicable to all bidders	No	No	Not Allowed
4	The tenderer agrees to supply the tendered stores at the rates quoted by him in accordance with the IRS Conditions of Contract and [or] special Conditions and [or] other Conditions specified/attached with the tender.	Normal	Applicable to all bidders	No	No	Not Allowed
5	GST CONDITION REGARDING HSN NUMBER : GST Condition regarding HSN number of tendered item - [i] It shall be responsibility of the bidders to quote correct HSN number and corresponding GST rate. [ii] The offers shall be evaluated based on the GST ate as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number. [iii] Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder. [iv] Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the purchase order;payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed. [v] Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the purchase order. [vi] 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.	Normal	Applicable to all bidders	No	No	Not Allowed

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6	<p>RECIPROCITY CLAUSE : Bidders may please note that- Entities of countries which have been identified by the Nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that Ministry/Department shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term entity of a country shall have the same meaning as in the FDI policy of DPIIT as amended from time to time.</p>	Normal	Applicable to all bidders	No	No	Not Allowed
7	<p>PRECEDENCE : The following conditions and documents, in the order of precedence indicated below (from higher to lower), shall form an integral part of the contract. The order of precedence for the tender documents shall be as under:</p> <ul style="list-style-type: none"> (a) Valid and authorized amendments issued to the contract; (b) Contract document (Purchase Order) and the Letter of Acceptance (LOA); (c) Tender documents; (d) Special tender conditions; (e) Technical specifications as given in the tender documents; (f) Drawings; (g) IRS Conditions of Contract; (h) General Tender Conditions /Instructions to Tenderer and (i) Contractor's bid. <p>In case of any conflict between the conditions of the above documents, the conditions of the document in the above order of precedence (i.e. higher to lower) shall prevail.</p>	Normal	Applicable to all bidders	No	No	Not Allowed

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8	Bidder seeking exemption from submission of EMD in this tender, hereby understand, agree and declare following Bid Securing declaration " I/We certify that my/our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions. In case my/our claim to exemption from submission of bid security/ Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/we hereby understand and accept that if I/ we withdraw or modify my/ our bids during the period of validity, or if I/ we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender, I/ we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period of 6 (six) months, from the date I/ we are declared disqualified from exemption from submission of EMD/SD,for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.	Normal	Applicable to all bidders	No	No	Not Allowed
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9	The Purchaser shall be entitled and it shall be lawful on his part to forfeit the 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 which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser. Wherever the supplies are to be delivered in more than one instalment/lot, each such instalment/lot forms a severable contract. In case of failure by contractor to meet deliveries for any instalment/lot, purchaser may cancel the contract for defaulted qty by forfeiting SD commensurate to that instalment/lot. Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instruction	Normal	Applicable to all bidders	No	No	Not Allowed
10	Risk Purchase shall not be applicable and Clause 36.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024 is deleted. Wherever SD has been exempted, for any reason, and the supplier fails to supply goods as per conditions of the contract, as amended from time to time, purchaser shall have the right to levy damages on 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 in terms of Clause 24.7 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.	Normal	Applicable to all bidders	No	No	Not Allowed
11	Technical and Commercial Deviations, if any, must be quoted in relevant column specified while submitting the bid. Any deviation in offer quoted anywhere else in the tender or in uploaded documents, shall be ignored and contract shall be placed after ignoring such deviations, which will be binding on the firm.	Normal	Applicable to all bidders	No	No	Not Allowed

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12	Firm must carefully examine the contents of PO and in case of any discrepancy noticed, shall make a representation within 7 days from the date of PO. Any representation thereafter for DP re-fixation shall be summarily rejected	Normal	Applicable to all bidders	No	No	Not Allowed
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Undertakings

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Tenderer undertakes to have gone through the CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024 attached with the tender, the tender document and the IRS Conditions of Contract, latest version (along with all Correction Slips) and undertakes to abide by all the above by submitting the offer.	Normal	Applicable to all bidders	No	No	Not Allowed
2	<p>The tenderer undertakes by submitting the bid against this tender to have carefully gone through the complete tender document, including all terms, conditions, and specifications, particularly those pertaining to "Code of Integrity, Misdemeanour and Penalties".</p> <p>The tenderer further undertakes as below:</p> <p>"I/We hereby certify that no other sister concerns or affiliates (such as having common partner/director/promoter/owner/holding company decision control etc.) have participated in this tender which can give rise to a conflict of interest or fall under anti-competitive practices. We understand that the offers of all such sister concerns including ours are liable to be rejected in terms of the relevant provisions of the tender. I/We, affirm that we shall abide by the Code of Integrity in general, with specific reference to conflict of interest, anti-competitive practices and obligation to proactive disclosures. I/We understand that we are fully responsible for the above declaration and it shall not be the Railway's responsibility to verify the same. I/We are aware that we shall be liable for all consequences of violation of Code of Integrity, if detected, at any stage.</p>	Normal	Applicable to all bidders	No	No	Not Allowed

6. Bidders shall confirm and certify on the behalf of the tenderer including its constituents as under:

S.No.	Description
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.

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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 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 fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

7. DOCUMENTS ATTACHED WITH TENDER

S.No.	Document Name	Document Description
1	5332089.pdf	Central Railway Bid Document UPDATED January 2024
2	5563912.pdf	IRS Conditions of Contract 2025/110925 Annexure A
3	5664953.pdf	Specification
4	5329623.pdf	TPI INSPECTION CONDITIONS
5	5329619.pdf	Bank Guarantee Annexure

7. RESPONSIVENESS

S.No.	Description
1	Validity of offer: Validity of offer should be strictly as per Clause 1.8.5 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY-2024 (or) as stipulated in the tender document, whichever is longer. Offers quoted with lesser validity shall be treated as commercially unresponsive and shall be summarily rejected

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

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

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

Digitally Signed By

Dy.CMM/ES (MUNESH CHAND MEENA)