

**STORES/CENTRAL RLY  
TENDER DOCUMENT**

**Tender No:** 71265008A

**Closing Date/Time:** 16/07/2026 11:30

**PRINCIPAL CHIEF MATERIALS MANAGER** acting for and on behalf of The President of India invites E-Tenders against Tender No **71265008A** Closing Date/Time 16/07/2026 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**

<b>Bidding type</b>	Normal Tender	<b>Template</b>	Normal
<b>Contract type</b>	Mixed (Goods/Service/AMC)	<b>Contract Category</b>	Expenditure
<b>Tender No</b>	71265008A	<b>Tender Type</b>	Open - Indigenous
<b>Evaluation Criteria</b>	Total Value Wise	<b>Bidding System</b>	Single Packet
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Tendering Section</b>	71		
<b>Inspection Agency</b>	Please see item details	<b>Publishing Date / Time</b>	22/06/2026 11:07
<b>Item Category</b>	General	<b>Bidding to be Done on</b>	IREPS
<b>Procure From Approved Sources</b>	No	<b>Approving Agency</b>	Not Applicable
<b>Closing Date Time</b>	16/07/2026 11:30		
<b>Validity of Offer ( Days)</b>	150	<b>Ranking Order for Bids</b>	Lowest to Highest
<b>Tender Doc. Cost (INR)</b>	0.00	<b>Earnest Money (INR)</b>	74270.00
<b>Tender Title</b>	Supply, installation & commissioning of Computer controlled bench top rotating disc electrode spectrometer Qty. 1 No.		

**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	1000N01	Basic Machine (Y)	Non Stock	---	Yes		TPI Agency	INR	
	<b>Description :</b> Design, Manufacturing and Supply of Computer controlled bench top rotating disc electro de spectrometer (Rotrode spectrometer for oil) alongwith all concomitant accessories conforming to tec hnical specification no.CR / IR /Spectrometer/RDE/Oil/2025 Important Features of Tender and Formats & Drawings i.e. Section IV,V & VI enclosed. [ <b>Warranty Period:</b> 30 Months after the date of delivery ] ]								
Consignee		SR.DME [D] PA, CR			Maharashtra		1.00 Numbers		
Inspection Details		<b>Product Inspection:Stage 1:</b> RAW MATERIAL As per(QAP) of Section VI Annexure-H (100% of PO Qty ), <b>Stage 2:</b> Components As per(QAP) of Section VI Annexure-H (100% of PO Qty ), <b>Stage 3:</b> Assemblies As per(QAP) of Section VI Annexure-H (100% of PO Qty ), <b>Stage 4:</b> In process As per(QAP) of Section VI Annexure-H (100% of PO Qty )							
2	1000N03	AMC (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
	<b>Description :</b> CAMC of 5 years after expiry of comprehensive warranty period of 02 years for the Comp uter controlled bench top rotating disc electrode spectrometer (Rotrode spectrometer for oil) i.e. Item # 1. [ <b>Warranty Period:</b> 2 years, <b>AMC Period:</b> 5 years, <b>Rate of Discounting:</b> 10 % ] ]								
At (Location)		SR.DME [D] PA, CR			Maharashtra		1.00 Numbers		
3	1000N02	Essential Services (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
	<b>Description :</b> Construction of Foundation, Installation, Testing, Commissioning and Proving- out on turn key basis for the Computer controlled bench top rotating disc electrode spectrometer (Rotrode spectro meter for oil) i.e. Item # 01. ] ]								
At (Location)		SR.DME [D] PA, CR			Maharashtra		1.00 Numbers		

**3. T AND C**

**F.O.R**

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Description
Destination

**Delivery Period**

Description	Delivery /Completion	Rate of Supply
For all items	<b>Commencement :</b> Within 0 Days of issue of Contract, <b>Completion :</b> Within 16 Months thereafter	Delivery to be completed within 10 months. Installation, Commissioning, Testing and Proving Out as per Section IV, Clause 7.0 to be completed within 2 months thereafter."

**Payment Terms**

S.No	Description
<b>Payment Terms</b>	
1	As per Section-IV, Clause Nos. 8.1 & 8.2

**Statutory Variation Clause**

S.No	Description
1	Statutory Variation Clause (SVC) is applicable as per Clause 9.1 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.

**Option Clause**

S.No	Description
1	NOT APPLICABLE

**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, Indian Railway Standard (IRS) Conditions of Contract (Revised September 2025) Version 1.0, or the latest amendments till the date of opening of tender.
3	Condition for procurement of M&P items as per Clause 40.0 of Section II of Central Railway Bid Document (Updated) JANUARY 2024 shall be applicable.
4	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 tenderers who have designed, manufactured, supplied and commissioned at least 01 No (one) of Computer Controlled Bench Top Rotating Disc Electrode Spectrometer or similar machine in Indian Railways/Metro system in India in the last 5 years (five) to be reckoned from the original date of closing of tender shall be eligible for placement of order. Past performance, as asked above, shall be furnished in the proforma as given in Section VI Annexure - A, para (2B) and uploaded along with the bid duly enclosing copy of PTCs, etc. No back reference shall be made in this regard.</p> <p>Performance certificate for at least 01 No (one) of Computer Controlled Bench Top Rotating Disc Electrode Spectrometer (stated above) during last 05 years (five) to be reckoned from the original date of closing of tender and satisfactory working report for at least 01 years since commissioned with clear signature and address of the end user where the machine is installed and commissioned, should be uploaded with bid and details should be furnished in the proforma as given in Section VI Annexure - A, para (2C) also to be uploaded with the bid. No back reference shall be made in this regard.</p> <p>For the purpose of similarity, similar machine required means : a) Computer Controlled Bench Top Rotating Disc Electrode Spectrometer%u201D with same or higher configuration/ capacities in reference to quoted model and complexity as mentioned in major parameters of clause 2.2.1 of Section-IV. OR b) Computer controlled spectrometer.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Mandatory)
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**5. COMPLIANCE CONDITIONS**

**Check List**

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	This is an e-tender. Manual Offers/Bids for this tender will not be accepted under any circumstances, only electronic Offers/Bids shall be accepted.	Normal	Applicable to all bidders	No	No	Not Allowed
2	Have you furnished the statement of deviations, if any?	Normal	Applicable to all bidders	No	No	Not Allowed
3	Have you mentioned MAKE/BRAND of OEM ?	Normal	Applicable to all bidders	No	No	Not Allowed
4	Have you kept your offer validity as per "Condition for Responsiveness of Offer"?	Normal	Applicable to all bidders	No	No	Not Allowed

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5	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
6	Have you indicated the HSN code of your offered product?	Normal	Applicable to all bidders	No	No	Not Allowed
7	Have you indicated the percentage of Local Content in the relevant column?	Normal	Applicable to all bidders	No	No	Not Allowed
8	Have you submitted the details of location(s) where local value addition is made?	Normal	Applicable to all bidders	No	No	Not Allowed
9	Have you carefully reviewed the contents of the Undertaking/Declaration regarding non-participation of sister concerns or affiliates in this tender as the submission of false information/declaration could lead to rejection of the bid.	Normal	Applicable to all bidders	No	No	Not Allowed
10	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
11	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

**Commercial-Compliance**

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
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1	<p>Earnest Money Deposit (EMD) shall be as per Clause 23.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024. 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 will not be considered eligible for exemption from EMD. Bidders claiming exemption shall also be required to sign the bid securing declaration as follows:- 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 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)
2	<p>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. The SD amount shall be @ 5% of Contract Value (excluding CAMC charges) as mentioned in Clause 24.3 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.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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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	If the Contractor, having been called upon by the Purchaser to furnish security deposit, fails to make a security deposit within the specified period, it shall be lawful for the Purchaser to cancel the Letter of Award and to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under any other contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, duly adjusting the Earnest Money deposit, if any, made by the contractor.(Para 24.6 of Section II of Central Railway Bid Document January 2024 stands modified as above).	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
5	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.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
6	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)
7	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)
8	The bidder confirms that Rates and other financial terms quoted in relevant columns of financial bid will only be ruling terms for acceptance, and such terms quoted anywhere else should be ignored. [Denial of this condition is not recommended].	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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9	<p>Participation by Manufacturers is preferred. Agents/Dealers participating in tender on behalf of manufacturers must provide tender specific authorization (TSA) issued by the OEM alongwith an undertaking that in case the Agent/Dealer fails to fulfil the warranty and CAMC obligations, post supply of machine, the same shall be undertaken by the OEM himself. Bidders must upload above authorization letter and undertaking along with their offer failing which their offer will not be considered as an offer from that manufacturer and that make and will be dealt accordingly.</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 and such bids will be summarily rejected. Further, against a particular tender, one Principal/OEM should not issue Tender Specific Authorization to more than one agent/dealer. Such offers with different terms against a particular product, if treated as ambiguous offers, the bidder(s) or their Principal/OEM will have no right to lodge any claim.</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>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Mandatory)
10	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 (Mandatory)
11	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 (Mandatory)

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12	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 GFR- 2017 :- a) I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India. b) I certify that this bidder is not from such a country or, if from such a country, has-been registered with the competent authority. c) I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority is attached). 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.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Mandatory)
13	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, despite upward re-classification, must upload document, not older than 03 years from the date of closing of the tender, confirming their MSE status else status of such vendors shall not be considered as MSE.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
14	CAMC for a period of 05 years will be applicable after expiry of Comprehensive Warranty Period of 02 years as per the annual CAMC charges offered by the bidder with terms & conditions as per Clause 16 & 17 of Section V. Calculation of NPV for the CAMC charges shall be as per "Annexure-1" attached with the tender for the purpose of financial evaluation of offer and determining the inter-se ranking. Payment of CAMC charges will, however, be as per actual annual CAMC charges accepted in the tender . No advance payment for CAMC charges shall be made. Consignee reserves the right to cancel the CAMC contract forfeiting the BG taken towards CAMC security in case of non-performance/default in fulfilling CAMC obligations as per terms & conditions of CAMC, by serving a 01 month notice. The BG shall be returned to the supplier after successful completion of the CAMC period.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)



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15	The tenderer should clearly spell out in the offer the facilities available with him or his agent for providing adequate after-sales service in India during warranty period in the appropriate column of their offer. The complete details such as organization for after sales service, availability of technically competent engineers and warehousing facilities for spares should be clearly indicated.	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
16	After the warranty period and CAMC period, the manufacturer or his agent shall agree to provide service supports for trouble shooting and obtaining spare parts. The manufacturer shall be obliged to provide spare parts required by the Purchasers for a period till completion of codal life of the equipment, from the date of delivery of the machine at the ultimate destination to safeguard against obsolescence	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
17	Vendors which are Large Scale Industry or consortia of MSEs formed by NSIC, must upload with offers, quantum of sub contracts given to Micro and Small Enterprises (in percent of order value) for goods to be supplied against this tender.	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
18	The bidder must be an established, solvent, and actively operating entity in the relevant industry for at least the last three consecutive financial years, supported by proof of legal existence (Companies/LLPs: Certificate of Incorporation and MCA Active status or equivalent; Proprietorships: GST/Udyam/Shop & Establishment Registration or equivalent; Partnerships: Registered Partnership Deed or equivalent), audited financial statements or CA-certified financial summaries/ITRs for the last three years, a self-declaration confirming the entity is not insolvent, bankrupt, or under winding-up, and evidence of prior project execution with valid client references and relevant certifications (ISO/BIS/NABL or equivalent); any other relevant documents establishing market standing shall also be accepted, and bids lacking such proof or containing expired/invalid documents are liable to be rejected.	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
19	1.In a tender either the Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In cases where both principal/OEM and their agent participate in bidding for same item/product, any or both the bids shall be liable to be rejected. 2.The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render	Normal	Applicable to all bidders	Yes	Yes	Not Allowed

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<p>services to the foreign principal, in terms of Agency Agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.</p> <p>3.The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored :-(i) The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates, (ii) The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other. (iii) Any payment which the Agent/Associate receives in India or abroad from the Manufacture/principal whether as a commission for the contract or as a general retainer fee; (iv) Indian Agent's Income-tax payment account number; (v) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.</p> <p>4. The tenderer shall have to undertake in the tender to comply with the following- (a) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment, Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment. (b) Current and valid authorization/dealership certificate of foreign manufacturer/principal. (c) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in IRS Conditions of Contract Para- 1800. Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.</p>					
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20	LAND BOARDER: 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:- a) I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India. b) I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. c) I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority is attached). 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.	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
21	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
1	Ranking of offers will be arrived on FOR Destination basis only.	Normal	Applicable to all bidders	No	No	Not Allowed
2	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
3	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 in supply contracts will be 10% (Ten percent) of the value of stores delayed and not the value of Contract, irrespective of delays.	Normal	Applicable to all bidders	No	No	Not Allowed
4	Benefits to Micro & Small Enterprises (MSEs) shall be as per Clause 4.0 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.	Normal	Applicable to all bidders	No	No	Not Allowed
5	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

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6	Bidder 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 regard to above quoted anywhere including in uploaded documents will not be acceptable 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
7	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

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8	<p>Code of Integrity: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
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9	Obligations for proactive disclosures: 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 participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.	Normal	Applicable to all bidders	No	No	Not Allowed
10	Misdemeanors: 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 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
11	Penalties for misdemeanors:- 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,	Normal	Applicable to all bidders	No	No	Not Allowed

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<p>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 of either the interpretation effect or application or the above condition or of the amount recoverable thereunder, shall be decided by the Purchaser, whose decision there on shall be final and binding.</p>					
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**Other Conditions**

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	By TPI agency, as per Section V, Clause 9.	Normal	Applicable to all bidders	No	No	Not Allowed

**Special Conditions**

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Delivery is to be made on FOR Destination basis as per Clause 27.0 of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024. Non compliance of the clauses specified in the bid document will lead to rejection of offer.	Normal	Applicable to all bidders	No	No	Not Allowed
2	Firms to ensure that their offer is as per tendered specification only.	Normal	Applicable to all bidders	No	No	Not Allowed
3	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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4	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, each such instalment forms a severable contract. In case of failure by contractor to meet deliveries for any instalment, purchaser may cancel the contract for defaulted part by forfeiting SD commensurate to that instalment. Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions.	Normal	Applicable to all bidders	No	No	Not Allowed
5	Risk Purchase will 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 supplier 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

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6	Criteria for classification of enterprises based on investment and turnover vide Gazette Notification dated 26.06.2020, as amended time to time, issued by Ministry of Micro, Small and Medium Enterprises is applicable in the tender. In case, conditions contained in the above notification contradict with any of the tender conditions, conditions contained in the above notification, as amended, shall prevail in terms of Clause 4.4 of Section II of CENTRAL RAILWAY BID DOCUMENT (Updated) JANUARY 2024.	Normal	Applicable to all bidders	No	No	Not Allowed
7	GUARANTEE: Guarantee Warranty shall be as per Drawing/Specification. In case it is not given in Drawing/Specification, Guarantee/Warranty shall be as per IRS conditions of contract.	Normal	Applicable to all bidders	No	No	Not Allowed
8	UNLOADING OF MATERIAL: Unloading of Material against non stock item to be arranged by supplier at consignee end and against stock PO to be arranged by consignee at their end.	Normal	Applicable to all bidders	No	No	Not Allowed
9	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 etc. shall be summarily rejected.	Normal	Applicable to all bidders	No	No	Not Allowed

**Technical-Compliances**

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Bidders have to fill Annexures/Formats as given in Section-VI and attach with their bid	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
2	Bidders are required to submit documentary evidence for the reasonability of the quoted prices, preferably the copies of recent contract(s) for the same item or Price Lists published by OEM/OES/OPM as applicable	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
3	Bidders should submit para-wise compliance statement to the tendered Specification No.CR / IR /Spectrometer/RDE/Oil/2025	Normal	Applicable to all bidders	Yes	Yes	Allowed (Mandatory)

**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 Indian Railway Standard (IRS) Conditions of Contract (Revised September 2022) Version 1.0 and undertakes to abide by all the above by submitting the offer	Normal	Applicable to all bidders	No	No	Not Allowed

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2	The tenderer undertakes by submitting the bid against this tender to have carefully gone through the IRS Conditions of Contract (uploaded along with the tender) particularly Para 20 (IRS 2025) pertaining to "Code of Integrity, Misdemeanour and Penalties. The tenderer further undertakes as below:- "I/We hereby certify that no other sister concerns of 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 the terms of relevant provisions of IRS terms and conditions. I/We, affirm that we shall abide by the Code of Integrity in general, with specific reference to conflict of interest [Para 20], anti competitive practices [Para 20] and obligation to proactive disclosures [Para 20]. 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.	Normal	Applicable to all bidders	No	No	Not Allowed
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**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 <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> . 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 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	<a href="#">5704209.pdf</a>	Central Railway Bid document(updated) January 2024

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2	<a href="#">5704366.pdf</a>	IRS conditions of Contract 2025
3	<a href="#">5704364.pdf</a>	Section IV Important features of the tender
4	<a href="#">5704367.pdf</a>	Sec-V-Specn No.CR / IR /Spectrometer/RDE/Oil/2025
5	<a href="#">5704387.pdf</a>	Revised format for Bank Guarantee towards SD
6	<a href="#">5704378.pdf</a>	'Annexure '1' for NPV of CAMC
7	<a href="#">5704380.pdf</a>	Annexure for Performance 2 B
8	<a href="#">5704383.pdf</a>	Annexure for Performance 2 C
9	<a href="#">5704374.pdf</a>	Section VI (Format & Drawings)

**7. RESPONSIVENESS**

S.No.	Description
1	Validity of offer: Validity of offer should be 150 Days 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 deemed as commercially unresponsive and shall be summarily rejected.
2	Bidders must quote on FIRM price basis only as price is not subject to any variation. Offers quoted with Price Variation Clause (PVC) will be considered unresponsive and will be summarily rejected in terms of Clause 32.0 (i) of Section II of Central Railway Bid Document (Updated) JANUARY 2024.
3	The Comprehensive AMC i.e CAMC for 5 years will be applicable after expiry of the comprehensive warranty period of 02 years and year wise CAMC charges must be quoted separately by the bidder, failing which their offer 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 )