



Centre for Railway Information Systems (CRIS)

Standard Bid Document Part-I

Instructions to Bidders

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General Conditions of Contract

Version 1.1
Date: 19.05.2025

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1. Introduction

1.1. About Indian Railways

Indian Railways is amongst the largest Railway networks in the world, providing a significant part of the country's transportation needs, both in the passenger and freight segment.

Indian Railways is divided into 17 Zonal Railways (including Metro Railway, Kolkata), each headed by a General Manager. Each Zonal Railway is further divided into Divisions. There are currently 68 Divisions spread across Indian Railways. Indian Railways also has various production units for manufacturing of various types of assets like locomotives, Coaches etc.

1.2. About CRIS

Centre for Railway Information Systems (CRIS) is a Society established by Ministry of Railways in 1986 as an umbrella organisation for IT activities for Indian Railways (IR). CRIS has developed, and manages various applications related to various aspects of railway working viz. Train operations, Passenger ticketing, Freight operations, E-Procurement, Asset Management and Maintenance, Financial Management, Human Resources Management etc.

2. Tenets of Interpretation

Unless where the context requires otherwise, throughout the Contract:

- a. The heading of these conditions shall not affect the interpretation or construction of any clause thereof.
- b. Words in the singular shall include the plural and vice-versa.
- c. Words importing the masculine gender shall be taken to include other genders.
- d. Words importing person shall include any company or association or body of individuals, whether incorporated or not.
- e. Any reference to any legal act, Government Policies or Orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- f. Terms and expressions not herein defined shall have the meanings assigned to them in the Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended), or the General Clauses Act, 1897 (as amended), or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- g. Severability: If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or

unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

- h. Any reference to a main clause shall be considered to automatically include its sub-clauses also, unless explicitly stated otherwise.

3. Definitions

In the Contract, unless the context otherwise requires, or any of the clauses otherwise provides;

- 3.1. **“CRIS”** would mean the Centre for Railway Information Systems acting through its Managing Director, including its successors, representatives, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract.
- 3.2. **“Purchaser”** means CRIS, acting through Managing Director/CRIS, and includes its successors, representatives, executors, administrators and permitted assignees, as the case may be.
- 3.3. **“Purchase Officer”** means the officer signing the Acceptance of Offer / Letter of Acceptance and includes any officer who has authority to execute the relevant contract on behalf of the Managing Director/CRIS.
- 3.4. **“Purchaser’s Personnel”** means staff, employees, agents of the Purchaser, authorized for fulfilment of the Purchaser’s obligations in the contract.
- 3.5. **“CRIS Project Manager”** means any representative of CRIS authorized in the contract to take decisions on behalf of CRIS in respect of obligations of the purchaser with respect to project implementation.
- 3.6. **“Bidder/ Tenderer”** means a Company / Firm / Person or any entity, including a consortium, making the offer to the purchaser against a tender, either in his own capacity or as a representative / agent of any entity, or body corporate.
- 3.7. **“Acceptance of Offer/Letter or Acceptance”** means the Digital document communicated through online portals (like IREPS/ GeM etc.), E-Mail, letter or any other memorandum communicating to the Bidder the acceptance of his offer and includes an advance acceptance of his offer.
 - a. In case of issuance of counteroffer by the Purchaser, the communication of unconditional acceptance thereof by the bidder shall have the same meaning as Acceptance of Offer.
- 3.8. **“Earnest Money”** means security from a bidder securing obligations arising from its Bid, i.e., to avoid:

- the withdrawal or modification of its Bid within its validity, after the deadline for submission of such Bids; or
 - failure to sign the resulting contract or failure to provide the required security for the performance of the resulting contract after its Bid has been accepted; or
 - failure to comply with any other condition precedent to signing the resulting contract specified in the solicitation documents.
- 3.9. **“Contract”** means the Purchase Order / Contract Agreement issued by the Purchasing Authority, and includes the Invitation to Bid; Instructions to Bidders; Bid Document (s), including Corrigenda issued if any; Annexures to Tender Document; General Conditions of Contract; Particular / Special Conditions of Contract; Offer submitted by the bidder (including bidder’s proposals, Negotiated / Revised bid), and deviations quoted in the bid, to the extent accepted by the purchaser; Acceptance of Offer; Subsequent Modifications / Variations to the Contract, if any;
- 3.10. **“Contractor”** or **“Vendor”** means the person, firm or company or any other permitted legal entity on whom the Purchase Order/Contract is placed and shall be deemed to include his successors, representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor”, “Vendor” , “Supplier” and “Successful Bidder” shall be used interchangeably, unless the contract provides otherwise.
- 3.11. **Contractor’s Personnel** means staff, employees, agents etc. employed by the contractor towards fulfilment of the Contractor’s obligations in the contract. If permission for sub- contracting is granted by CRIS for any specific contract, it would also include the staff, employees, agents of such sub-contractor (s).
- 3.12. **Contractor’s Project Manager** means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under the contract. He will be the Single Point of Contact for all contractual obligations.
- 3.13. **"Goods"** (‘Stores’, Item(s), Product(s), or ‘Material(s)’) includes all articles, materials, commodities, medicines, furniture, fixtures, raw materials, consumables, spare parts, instruments, hardware, machinery, equipment, industrial plant, vehicles, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machines, comprising an integrated production process or intangible products (e.g. technology transfer, licenses, patents, software or other intellectual properties), procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services that are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, warranty and maintenance and other such obligations of the Supplier under the Contract.

- 3.14. **“Services”** means any subject matter that has non-tangible outputs, and includes physical, maintenance, professional, intellectual, training, consultancy and advisory services or any other service classified or declared as such. This includes inter-alia:
- a. Maintenance of existing Hardware, including networking equipment and infrastructure and office machines.
 - b. Updating and maintenance of previously developed software and its documentation
 - c. Updating and maintenance of system software (commonly known as “technical support”)
 - d. Providing manpower for monitoring infrastructure, hardware, and software; providing security, housekeeping support etc.
 - e. Hiring of contractual manpower including specialised manpower, and other related activities
 - f. Annual Maintenance Contract.
 - g. Training
 - h. Development and support
- 3.15. **“Consignee”** means the person / authority designated in the contract to receive / accept the delivery from the contractor on part of the purchaser.
- 3.16. **Delivery:** The delivery of the goods / services shall be deemed to take place on delivery of the goods / services accompanied with the inspection certificate and / or any other requisite document (s), and in accordance with the terms of the contract, after approval by the Inspecting Officer, if so provided in the contract, to –
- a. the consignee at his premises, unless stipulated otherwise in the contract; or
 - b. where so provided in the contract, to the interim consignee at his premises, or
 - c. a carrier or other person named in the contract for the purpose of transmission of goods to the consignee, or
 - d. The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
 - e. In case of licenses, delivery shall be deemed to take place when the necessary software is delivered, as well as user credentials / usage rights are granted to the consignee in accordance with the terms and conditions of the contract.
- 3.17. **“Year”** shall mean calendar year (unless reference to financial year is clear from the context); **“Week”** shall mean a period of 7 days; **“Month”**, a period designated as such in the Gregorian calendar; **“Day”** shall mean a calendar day, unless specified otherwise in the contract

- 3.18. **"Drawing"** means the drawing or drawings specified in or annexed to the Schedule or Specifications as mentioned in the tender / contract.
- 3.19. **"Inspecting Agency"** means the agency specified in the contract for the purpose of Inspection of goods, services or work included under the contract and includes its authorized representative.
- 3.20. **"Intellectual Property Rights"** (IPR) refers to the owner's rights against unauthorized possession/ exploitation by others of its tangible or intangible intellectual property. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, and Geographical indications (GI).
- 3.21. **"Particulars"** include-
 - a. Specifications
 - b. Drawings.
 - c. Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall also include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer.
 - d. Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer.
 - e. 'Trade pattern', that is to say, a pattern, goods conforming to which are obtainable in the open market and which denotes a standard of the Bureau of Indian Standards or other standardizing authority or a general standard of the industry.
 - f. 'Proprietary mark' or 'brand' means the mark or brand of a product which is owned by an industrial firm.
 - g. SLAs for services
 - h. Any other details governing the construction, manufacture or supply / delivery of Goods / Services / Solutions, including Technical and Functional requirements, of as may be prescribed by the contract.
- 3.22. **"Site"** means the place specified in the contract at which the contractor is required to perform its obligations specified under the contract or any other place approved by the Purchaser for the purpose.
- 3.23. **"Test"** means such test as is prescribed by the particulars or such widely accepted industrial testing practices / standards, which may be considered necessary by the Inspecting Agency whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.

- 3.24. **“Schedule of Requirements”** means the Schedule of Requirements (SOR) mentioned in the Tender document / Contract, and which inter-alia includes the description / scope, quantities, units of measurement, details of consignees/ place of delivery of the goods to be supplied, or services or other incidental activities to be performed as part of the contractual obligations.
- 3.25. **“Unit”** means the unit of measurement mentioned in the Schedule of Requirements (SOR) in the Tender document / Contract. **“Quantity”** means quantity mentioned in the Schedule of Requirements (SOR) in the Tender document / Contract.

4. Interpretations

- 4.1. These General Conditions of Contract shall be read in conjunction with the Special Conditions of Contract mentioned in Bid Document Part-II, or elsewhere in the tender document, and shall be subject to modifications, additions, or suppression by Special Conditions of Contract, if any, annexed to the Tender Document.
- 4.2. The following conditions and documents in indicated order of precedence (higher to lower) shall be considered as an integral part of the Contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to ‘Contract’ shall imply reference to all these documents as well:
- a. Valid and authorized Amendments issued to the Contract.
 - b. Contract Document / Purchaser Order
 - c. Letter of Acceptance (LoA)
 - d. Contractor’s bid, including negotiated / revised bid
 - e. Corrigenda to Tender document
 - f. Bid Document Part-II
 - g. Tender Document, including, all annexures/ attachments to the tender document except as mentioned at sub-clauses f, h and i herein
 - h. Technical Specifications / Drawings as mentioned in tender documents
 - i. CRIS SBD Part-I
- 4.3. Authorized Signatory: The bid and all the uploaded documents shall be signed by the authorized signatory of the bidding entity, as under:
- a. The proprietor in case of “Sole Proprietor” firm or his duly authorized attorney.
 - b. One of the partners in the case of a “Partnership” firm, who is authorized in this respect by the partnership firm either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender documents.

- c. A director in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.
- d. For other types of entities, the authorized signatory shall be such individual who is so recognized by the relevant law, or such individuals who are authorized to act as authorized signatory by the authorized personnel of the bidding entity.

All users whose user accounts are created in the IREPS account of the bidding entity shall be treated as authorized signatories of the bidding entity. On submission of the bid through the IREPS portal by any primary or secondary user of the bidding entity, it shall be assumed that such a user is either the legally authorized signatory, or he has been authorized by the bidding entity to submit the bid, negotiate, and conclude the contract.

In cases where the annexures attached with the bid are physically/ digitally signed by a person different from the person who is digitally signing and submitting the bid, all such persons who have uploaded / attached the documents, as well as the person finally submitting the bid shall be deemed to be authorized users of the bidding entity.

It will be the responsibility of the bidding entity to keep the IREPS user accounts updated at all times, and to ensure deletion of the user account of any authorized signatory (Primary / Secondary user) immediately if he/she leaves the Firm/ Organization, or if his/ her authorization for performing activities on IREPS Portal has been withdrawn. In case of failure to do so, the bidding entity shall be wholly and entirely responsible for all liabilities, legal/ financial/ contractual etc. arising out of the activities performed by any such user through their IREPS user account.

- 4.4. For all aspects where the IREPS portal provides for the functionalities to make desired communication between the Parties, such online communication shall be considered as the valid and authorized mode of communication, not needing any physical communication.

Whenever a communication is made to the contractor through physical mode, the registered address of the bidder / contractor mentioned in his IREPS account shall be the authorized address at which such communications shall be sent.

Whenever a communication is made to the contractor through email, the email ID of the user submitting the bid, or any of the communication email IDs of the Bidder account mentioned in his IREPS account shall be the authorized email IDs at which such communications shall be sent.

4.5. **Scope of Contract**

- a. The Contractor must:

- i. Supply the goods of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein, in accordance with the conditions set forth in the contract.

Unless otherwise specified, the goods shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Purchaser. The products shall further be in all respects acceptable to the Inspecting Officer.

- ii. Perform / deliver Services of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein.

The Services shall conform to performance and quality standards as stipulated in the contract or as per the best standards in the market, where not so specified. The Services shall include all incidental works/ Goods, and such other work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from the Contract as being required for attaining Completion of the Services.

- iii. Deliver the licenses (perpetual / subscription based), and the associated software, along with the usage rights for the period specified in the contract, to the Purchaser / Consignee mentioned in the contract, and as per the terms and conditions set forth therein.
- iv. The contractor shall perform all the contractual obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters stipulated in the contract. For matters where the contract does not specify any Standard, contractual deliverables shall conform to National/ International Standards or generally accepted professional techniques and practices.
- v. Any request for variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract, incorporated in a formal instrument, and signed by the authorized personnel of the purchaser.
- b. The contractor shall perform any and every contractual obligation, including all incidental activities, as per the description / specifications / associated conditions, and timelines, as mentioned in the Contract.

5. **IREPS** (Indian Railways E-Procurement System) is the electronic procurement portal of Indian Railways ([url: www.ireps.gov.in](http://www.ireps.gov.in)). The E-Tenders issued by CRIS are published on IREPS Portal.

6. Qualification / Eligibility to participate in tender

- 6.1. In case of single, limited tenders, or special limited tenders only tenderers who are specifically invited by CRIS or their authorized representative with their unconditional authorization in respect of complete scope of work under the tender shall be eligible to participate against the tender.

In case of single, limited tenders, or special limited tenders issued through IREPS portal, only tenderers who are specifically invited by CRIS shall be allowed to participate against the tender.

- 6.2. Qualification / Eligibility criteria for advertised/open tenders shall be as stated in the tender document, and only those firms/ companies/ persons who qualify such criteria shall be eligible to participate in the contract.
- 6.3. **Qualification Criteria for Start-ups / MSEs:** Relaxations in criteria of number of years of Company Existence, Financial Turnover, and Relevant Project Experience for eligible Start-ups and MSEs shall be applicable only to the extent these are specified in the tender document.

7. EARNEST MONEY DEPOSIT (EMD)

- 7.1. All bidders, except those who are exempted from the same as per clause 7.3 below are required to submit Earnest Money prior to submission of bid.

Offers not accompanied with the requisite amount of Earnest Money, as well as the offers in which exemption from payment of Earnest Money has been claimed on false pretext will be summarily rejected, without any reference to the bidder.

- 7.2. Earnest money shall be paid only through online payment modes available on IREPS portal. Earnest money submitted in any other form shall not be accepted.
- i. In case of payment of Earnest Money through internet banking, the payment can be made only through the banks listed on the payment gateway interface. No claim on account of non-availability of a particular bank on the payment gateway interface shall be entertained.
 - ii. In case of **global tenders**, submission of EMD through Bank Guarantee (in the prescribed format) shall be allowed to all bidders.

7.3. Exemptions from submission of Earnest Money Deposit (EMD)

There shall be no exemption from submission of EMD, except for the following:

- i. Start-up firms recognised by the Department of Industrial Policy and Promotion, Ministry of Commerce (GOI)
- ii. Micro and Small Enterprises (MSEs) registered under Udyam Registration.
 - **Important:** Traders / Distributors / Sole agents are not exempted from payment of EMD as they are excluded from the purview of the policy. Any

other such entity which is not exempted from payment of EMD as per prevalent policy on the closing date of the tender shall also not be eligible for exemption.

- iii. In case of PAC tenders, OEM in whose favour PAC has been issued shall be exempted from submitting EMD.
 - **Important:** Authorized representatives participating on behalf of the OEM shall not be exempted from submission of EMD.
- iv. All Central Govt. Departments
- v. All Central Government PSUs, Authorities, Societies etc.

Important:

- Tenderers seeking exemption from payment of EMD must upload the requisite documentary evidence in support of their claim for exemption from payment of EMD along with the offer.
- Bidders who are claiming exemption on any of the grounds listed above are advised to exercise due caution in selecting the exemption category / sub-category on the EMD exemption interface, and in uploading the relevant supporting document. In case a firm's claim for exemption from submission of Earnest Money Deposit is not found valid as per terms of the tender, CRIS shall have unquestionable right to summarily reject their offer, and such an offer shall not be considered for ordering. The decision of CRIS in this respect shall be final and binding.
- **Joint Venture / Consortium:** In case two or more entities form a Joint Venture / Consortium and participate against this tender, the exemption from submission of EMD shall be available to such JV/Consortium only if all the members of the JV/Consortium are individually eligible for EMD exemption

7.4. In case a bidder claims exemption from submission of Earnest Money, and later withdraws or modifies their offer during the period of validity, or fails to submit the Security Deposit / BG before the stipulated period, on being called upon to do so on award of contract, the bidder shall be debarred from exemption of submitting Earnest Money Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by CRIS. There shall be no exemption to such bidders from submitting EMD for all tenders published by CRIS during the period of time they are so disqualified.

7.5. **Refund of EMD**

EMD shall be refunded when any one of the following conditions is satisfied:

- i. EMD has been submitted, but bid has not been submitted.
- ii. In case of two packet tenders, EMD shall be refunded to the bidders whose offers are found to be technically unsuitable, after 15 days of publication of the

results of technical scrutiny, subject to the condition that no representation has been received from such bidder.

- iii. EMD shall be refunded if the validity of offer expires, and either the validity extension is not sought, or the bidder refuses to extend validity of offer.
- iv. EMD shall be returned to the unsuccessful bidders after finalization of the tender.
- v. EMD shall be returned to the successful bidder after receipt and verification of the BG of stipulated amount towards Security Money / PWG as per the contract conditions.

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

7.6. **Forfeiture of EMD:**

The Earnest Money Deposited by the bidder is liable to be forfeited if:

- a. the bidder withdraws or amends the offer in any respect within the period of validity of his offer.
- b. In case where available EMD amount is less than the required SD and the successful tenderer does not deposit the balance SD amount within the stipulated time.

8. **Submission of Bids**

8.1. For tenders published through IREPS, the bidders are allowed to submit the bids electronically only through bidding interface of the IREPS Portal. Manual / Offline bids, or bids not submitted through the bidding interface of IREPS portal shall not be considered under any circumstances.

- a. In order to participate in the electronic tenders issued by CRIS, the bidders are required to get themselves registered on IREPS portal (www.ireps.gov.in).
- b. Online request for registration on IREPS can be submitted by clicking on the 'New Vendors / Contractors (E-Tender / E-Auction Leasing)' link in the **Sign Up** link on IREPS Home Page.
- c. Prior to submission of request for registration, the bidders are required to obtain 'Class-III Digital Signature Certificate with Company Name' from any Certifying Authority' licensed by Controller of Certifying authorities (CCA). The details of the certifying authorities are available on CCA website www.cca.gov.in.
- d. Obtaining digital signing certificates and getting registered on IREPS is a time-consuming process. Bidders are advised to initiate the process well in advance to avoid any loss/ inconvenience.
- e. Bidders are advised to refer to the relevant user manual available in 'E-Tenders (Goods & Services)' section, which can be accessed through the **Learning**

Centre (User Manuals) link available on IREPS Portal for further details on the process of registration.

- 8.2. In case of Single Packet / Two Packet Tender, the bidders are required to submit their Techno-commercial Bid and Financial Bid simultaneously, before the closing date / time (original / extended).

In case of Two Stage Reverse Auction tender, which entails a Two-Packet Tender followed by e-Reverse Auction the bidders are required to submit Techno-commercial Bid and Initial Financial Offer simultaneously, before the closing date / time (original / extended).

- 8.3. The offer is to be digitally signed before submission. The bid can be submitted by any user who has a user ID within the IREPS account of the bidder.

- 8.4. In case any clarification is required by the tenderers prior to submission of offer, the same should be sought from the Purchaser well before the tender opening date, else the same shall not be entertained.

- 8.5. Corrigendum / Revision of Bids: Purchaser reserves the right to issue corrigenda to the tender document/tender schedule till the closing date/ time of the tender. In such cases, the purchaser may, at its discretion, extend the closing date of the tender, if warranted.

It is the responsibility of the tenderer to regularly check for any corrections or modifications to the tender documents published through the corrigendum on the website, and such corrigendum shall invariably be taken into account while submitting the offer. In case the bidder has already submitted an offer prior to publication of a corrigendum, it shall be his responsibility to submit a revised offer after considering the effect of the corrigendum. Such revised offer shall be submitted before the closing date / time of the tender.

- 8.6. Bidders are advised to carefully go through the tender document, all corrigenda issued against the tender, if any, and all the attached documents carefully, prior to submission of bid. Bidders are required to ensure submission of all the requisite Technical, Commercial and Financial documents / details, including technical literature / product brochures/ datasheets/ technical compliances etc. with their offer.

Scanned copies of all necessary documents must be uploaded with the offer. Offers not accompanied with the required documents are liable to be rejected without any further reference to the bidder. However, CRIS reserves the right to consider the offers received without supporting documents, on merits in deserving cases.

Purchaser also reserves the right to seek clarifications / additional documents from the bidders. No change in the price, intent or substance of the offer shall be offered or permitted through such clarification. If a bid is not prima facie substantively responsive, it may be rejected without seeking any clarification from the bidders.

8.7. **Validity of Offer**

- a. Unless stated otherwise in the tender document, the validity of the bid must be for a minimum of 90 days in the case of a single packet tender and 120 days in Two packet tender. The validity of offer shall be reckoned from the date next to the closing date of the tender.
- b. Any bid having validity less than that stipulated in the tender shall be considered as commercially unresponsive and is liable to be rejected.

8.8. In case any bidder finds any discrepancy or omission in any part of the tender Document/or he has any doubt about their meaning, he should notify the Purchaser at least 7 days prior to the tender closing date. The purchaser may clarify and/ or issue a corrigendum, if necessary. However, any such action does not entitle the bidder to seek any extension of the tender closing date.

8.9. The bidders are informed that every endeavour has been made to avoid any error in the tender documents which can materially affect the basis of the bid, and the bidders shall take upon themselves to provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on this account.

8.10. The submission of the bid will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender, and his liabilities and responsibilities in respect of the tender.

8.11. CRIS reserves the right to verify the authenticity of the documents submitted by the Bidder. Wherever certifications have been asked in subject tender, including technical specification/requirement, all the relevant certificate(s) shall have to be valid as on the date of closing of subject tender.

8.12. **Price Basis**

- a. All Prices shall be quoted in Indian Rupees (INR) only.
- b. No foreign exchange/import license shall be provided by CRIS.
- c. The prices should be inclusive of all taxes, duties, Packing & Forwarding Charges, Freight Charges, Other Charges, and Levies applicable at the time of submission of bid. However, bidders should explicitly indicate quantum of such charges in their offer. If the offer is silent about any of the above charges, then it will be presumed that prices are inclusive of these charges, and the bidder will have no right to demand any charges / additions to such charges as may be levied, subsequent to the opening of the bid.

The quoted rates should be worked out considering that the payments to personnel deployed shall not be less than the minimum wage fixed/notified by the State Government where the service is performed, and shall include all other associated statutory obligations. The service provider shall be liable for

all kinds of dues payable to the personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel.

- d. Quoted prices shall remain firm for the period of validity of the offer, except on account of price variation / statutory variation, wherever permitted.
- e. Unless otherwise stipulated in the tender, bidder should quote their rates for free delivery (Door Delivery) at the consignee / location stipulated in the tender document.
- f. In case the tenderer does not specifically state anything about the place of delivery or does not quote freight charges in his offer, it shall be assumed that the tenderer shall bear the freight charges and that the offer is for free delivery at the destination, i.e. for door delivery at consignee / location stipulated in the tender. This assumption shall be final and binding on the tenderer and will not be subject to any legal dispute or arbitration in the future.
- g. If there is any ambiguity in respect of rates of taxes and duties other than GST, if any, the purchaser shall evaluate the offers by taking into account the highest rate of such taxes and duties as known to the purchaser for determining the inter-se ranking of the offers. Purchaser's decision in this regard shall be final and no claim regarding applicability of taxes/duties or otherwise will be entertained after opening of the e-tenders. The purchasers will, however, reserve the right not to pay such taxes and duties not specifically claimed or not indicated clearly/unambiguously by the tenderers in the offer.
- h. The purchaser will not be responsible for any incorrect evaluation and consequent impact on inter-se ranking, if the tenderer does not completely fill the prescribed e-Tender offer form or submits incomplete, ambiguous, or misleading rates of taxes, duties, and other charges.

8.13. **Clauses regarding deployment of Personnel by the Contractor**

- a. The service provider should ensure that the persons to be deployed do not indulge in any activity prejudicial to the interest of the Procuring Entity. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
- b. **Obligations under the Labour Laws, Codes and Rules:** The Contractor is solely responsible for its obligation under Labour Laws, Codes and Rules relating to personnel deployed by it on-site or off-site for execution of the contract. Contractor shall submit relevant reports and returns, as and when asked by CRIS.

- c. **Obligations Relating to Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:** Contractor shall be legally bound to comply with statutory requirements regarding accommodation, Creche, safety, Hygiene, Health and Medical facilities, Government Welfare Schemes, etc. He shall maintain adequate records in this regard, and submit the same, as and when asked by CRIS.
 - d. **Obligations relating to Site, Environmental Laws, and Third Parties:** The Contractor has obligations regarding safety and security of the site used by him. He shall comply with laws relating to environment at the site. He is also liable for any injury/ damage to third party personnel and properties as a result of his activities at the site.
 - e. **Obligations regarding Permits, Approvals and Licenses:** Contractor must obtain and keep current all permits, approvals and licenses that are needed as per law for performance of contractual obligations.
 - f. **Indemnification:** The contractor shall indemnify CRIS/IR for losses, damages, costs, and expenses incurred as a result of the legal claims or actions arising from violation of any of the aforesaid clauses, or any other statutory obligations / compliances in this regard.
- 8.14. CRIS makes payment through NEFT / RTGS system. The bidder shall choose the payment mode accordingly in the bidding interface while submitting their offer. The bidder shall ensure that they enter the correct bank details like account number, IFSC etc. in IREPS portal. The payment to their bills will be made to the account no. available in the Purchase Order.
- 8.15. **Joint Venture (JV) Bidders**
- a. **Joint Ventures are not allowed to submit Bids unless specifically permitted in the tender document.** If such permission is granted in the tender document, the same would be subject to fulfilment of the following conditions:
 - i. Separate identity/name shall be given to the Joint Ventures.
 - ii. The number of members in a JV *shall not be more than three*. One of the members of the JV shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV. The other members shall have a share of not less than 20% each.
 - iii. Lead Member or Lead Partner of the Joint Venture must fulfil minimum 80% of the Qualification Criteria with respect to financial turnover requirement mentioned in the tender document. Lead Member or Lead Partner of the Joint Venture may itself fulfil entire criteria, and balance criteria (if any) to be fulfilled by other Joint Venture members. Relevant project/work experience criteria shall be met by any one of the members of Joint Venture.

- iv. Unless otherwise stated in the tender, JVs with foreign firms is not allowed. In case it is allowed, the Lead Member has to be an Indian firm/company with a minimum share of 51%. Any firm which is not incorporated in India shall be treated as a foreign firm.
- v. A member of JV shall not be permitted to participate either in an individual capacity or as a member of another JV/Consortium in the same tender. All offers which are not in compliance with this clause shall be summarily rejected.
- vi. None of the members of the JV or any of the constituents of the member of the JV should be blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids. Any Concealment/wrong information in this respect shall make the contract liable for termination under the Conditions of the Contract.

b. Submission of Bid by the JV

- i. The bid shall be submitted only in the name of the JV and not in the name of any constituent member. The bid shall be submitted by the Lead Member / Partner of the JV through any person authorized by the Lead Member / Partner through Power of Attorney to submit the tender. In such a case, the constituent of the JV will authorize the Lead Member to represent the JV.
- ii. Earnest Money Deposit (EMD) shall be submitted in the name of the JV by the person authorized by the JV.
- iii. On award of contract to a JV, a single Performance Guarantee shall be submitted in the name of the JV as per tender conditions. All the Guarantees like Performance Guarantee, Warranty Guarantee shall be accepted only in the name of the JV and no splitting of guarantees amongst the members of the JV shall be permitted.

c. Memorandum of Understanding (MoU): A copy of MoU duly executed by the JV members on a stamp paper bearing value as per the law applicable, shall be submitted by the JV along with the tender.

- i. The complete details of the members of the JV, their share in the JV etc. shall be furnished in the MoU.
- ii. Once the bid is submitted, the MoU shall not normally be modified/ altered / terminated during the validity of the tender. In case the tenderer fails to observe/comply with this stipulation, the full EMD shall be liable to be forfeited.

- iii. Approval for change of constitution of JV shall be at the sole discretion of the CRIS. The constitution of the JV shall not normally be allowed to be modified after submission of the bid by the JV, except when modification becomes inevitable due to succession laws, etc., provided further that there is no change in the qualification of minimum eligibility criteria by JV after the change of composition. However, the Lead Member shall continue to be the Lead Member of the JV. Failure to observe this requirement would render the offer invalid.
- iv. Similarly, after the contract is awarded, the constitution of JV shall not be normally allowed to be altered during the currency of the contract except when modification becomes inevitable due to succession laws, etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be a breach of contract with all consequential penal action as per contract conditions.
- d. Other documents to be enclosed by the JV along with the bid:** Other documents detailed in Clause 8.17 ibid shall be submitted along with the bid.
- e. Registration of JV Entity**
 - i. On issue of LOA (Letter of Acceptance), the JV entity to whom the work has been awarded, shall be got registered with the same shareholding pattern as was declared in the MOU/JV Agreement submitted along with the tender
 - before the Registrar of the Companies in case JV entity is to be registered as Company as per the law applicable
 - before the Registrar of Firms in case JV entity is to be registered as Partnership Firm or LLP as per the law applicable
 - ii. A separate PAN shall be obtained for this entity. The documents pertaining to this entity including its PAN shall be furnished to the Railways before signing the contract agreement for the work. In case the tenderer fails to observe/comply with this stipulation within 60 days of the issue of LOA, the contract is liable to be terminated. In case the contract is terminated, CRIS/Railway shall be entitled to forfeit the full amount of the EMD and other dues payable to the Supplier, if any, under this contract.
 - iii. The entity so registered, in the registered documents, shall have, inter alia, the following Clauses:
 - Joint and Several Liability - Members of the entity to which the contract is awarded, shall be jointly and severally liable to the CRIS for execution of the project in accordance with General and Special Conditions of Contract. The members of the entity shall also be liable jointly and severally for the loss, damages caused to the Railways/CRIS during the

course of execution of the contract or due to non-execution of the contract or part thereof.

- Duration of the Registered Entity -It shall be valid during the entire currency of the contract including the period of extension, if any and the maintenance period after the work is completed.
- Governing Laws -The Registered Entity shall in all respect be governed by and interpreted in accordance with Indian Laws.
- No member of the Joint Venture shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of CRIS in respect of the said tender/contract.

8.16. Consortium Bidders:

- a. ***Consortiums are not allowed to submit Bids unless specifically permitted in the tender document.*** If such permission is granted in the tender document, the same would be subject to fulfilment of the following conditions:

- i. The number of members in a Consortium shall not be more than three. The Lead Member or Lead Partner of the Consortium shall have at least 51% share in the Consortium. The other members shall have a share of not less than 20% each.

Foreign entities are not allowed in the consortium, unless specifically permitted in the tender document. In case it is allowed, the Lead Member has to be an Indian firm/company with a minimum share of 51%. Any firm which is not incorporated in India shall be treated as a foreign firm.

- ii. Lead Member or Lead Partner of the Consortium must fulfil minimum 80% of the Qualification Criteria with respect to financial turnover requirement mentioned in the tender document. Lead Member or Lead Partner of the Consortium may itself fulfil entire criteria, and balance criteria (if any) to be fulfilled by other Consortium members. Relevant project/work experience criteria shall be met by any one of the members of Consortium.
- iii. A member of the Consortium shall not be permitted to participate either in an individual capacity or as a member of another Consortium/JV (if permitted) in the same tender. All offers which are not in compliance with this clause shall be summarily rejected.
- iv. Joint and Several Liability: Members of the Consortium shall be jointly and severally liable to CRIS/Railways for the execution of the project in accordance with the General and Special Conditions of Contract. The members of the Consortium shall also be liable jointly and severally for the

loss, and damages caused to CRIS/Railways during the course of execution of the Contract or due to non-execution of the Contract or part thereof.

- v. None of the members of the Consortium or any of the constituents of the member of the Consortium should be blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bids. Any Concealment/wrong information in this respect shall make the contract liable for termination under the Conditions of the Contract.
- vi. Earnest Money Deposit (EMD) shall be submitted by the Lead Member, or any person authorized by the Lead Member.
- vii. On award of Contract to a Consortium, a single Bank Guarantee (BG) shall be submitted by the Consortium towards Security Deposit / Warranty / AMC as per tender conditions. The Bank Guarantee shall be submitted in the name of the Lead Member of the Consortium. No splitting of Bank Guarantee amongst the members of the Consortium shall be permitted.

b. Consortium Agreement:

A copy of Consortium Agreement duly executed by the Consortium members on a stamp paper bearing value as per the law applicable must accompany the bid which should clearly define the Lead Member or Lead Partner of the consortium, who will be responsible for the timely completion of work as also during the execution of work, if awarded, coordinate with the Purchaser on behalf of the Consortium, receive payments for the works executed and be liable for due performance of the Contract in all respects. The complete details of the members of the Consortium, and their share in the Consortium etc. shall be furnished in the Agreement. However, the responsibility cast upon the lead member / lead partner as stated above does not in any way dilute the joint and several liability of the members of the Consortium as stated in Clause **8.16. a. iv** above.

This Agreement shall be valid during the entire currency of the Contract including the period of extension, if any, and the maintenance period after the work is completed.

- c. **Other documents to be submitted along with the bid :** Other documents detailed in Clause **8.17** *ibid* shall be submitted along with the bid.

8.17. Other Documents to be submitted with the bid by JV / Consortium Bidders

Apart from the requirements laid down in Clauses 8.15 and 8.16 above, **Joint Venture (JV)** and **Consortium** bidders shall also submit the following documents along with their bids.

- a. In case one or more of the members of the JV / Consortium is/are **partnership firm(s)**, the following documents shall be submitted:
 - i. A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar.
 - ii. A copy of the consent of all the partners or individuals authorized by the partnership firm, to enter into the Joint Venture / Consortium Agreement on a stamp paper,
 - iii. A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/ JV / Consortium Agreement on behalf of the partnership firm and create a liability against the firm.
 - iv. An undertaking in compliance to Clauses **8.15 a.vi.** and **8.16.a.v** ibid for Joint ventures and Consortium respectively.
- b. In case one or more members of the JV / Consortium is/are **Proprietary Firm or HUF**, the following document shall be enclosed:
 - i. A copy of the notarized affidavit on Stamp Paper declaring that the concern is a proprietary concern, and he is the sole proprietor of the Concern, or
 - ii. He who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power, and consent given by other members to act on behalf of HUF, and create a liability against the HUF.
 - iii. An undertaking in compliance to Clauses **8.15 a.vi.** and **8.16.a.v** ibid for Joint ventures and Consortium respectively.
- c. In case one or more members of the JV / Consortium is/are **companies**, the following documents shall be submitted:
 - i. A copy of the Certificate of Incorporation
 - ii. A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement,
 - iii. A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of the Board of Directors) in favour of the individual, to sign the tender, sign the MOU/JV Agreement on behalf of the company and create liability against the company
 - iv. An undertaking in compliance to Clauses **8.15 a.vi.** and **8.16.a.v** ibid for Joint ventures and Consortium respectively.
- d. In case one or more members of the JV / Consortium is/are **LLP firm/s**, the following documents shall be submitted:
 - i. A copy of LLP Agreement

- ii. A copy of the Certificate of Incorporation of LLP
- iii. A copy of the resolution passed by partners of the LLP firm, permitting the Firm to enter into a JV agreement
- iv. A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by a resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create a liability against the LLP.
- v. An undertaking in compliance to Clauses **8.15 a.vi.** and **8.16.a.v** ibid for Joint ventures and Consortium respectively.
- e. In case one or more members of the JV / Consortium is/are **Society/s or Trust/s**, the following documents shall be submitted:
 - i. A copy of the Certificate of Registration
 - ii. A copy of Power of Attorney, in favour of the individual to sign the tender documents and create a liability against the Society/Trust.
 - iii. An undertaking in compliance to Clauses **8.15 a.vi.** and **8.16.a.v** ibid for Joint ventures and Consortium respectively.

8.18. Change in Constitution of the Bidding Entity / Contractor

- a. Once the bid is submitted, the constitution of the bidding entity (Sole bidder, Joint Venture or Consortium) shall not normally be modified/ altered / terminated during the validity of the tender.

Approval for change of constitution of bidding entity shall be at the sole discretion of CRIS. The constitution of the bidding entity shall not normally be allowed to be modified after submission of the bid, except when modification becomes inevitable due to succession laws, etc., provided further that there is no change in the qualification of minimum eligibility criteria by the bidding entity after the change of composition.

However, in case of Joint Venture / Consortium, the Lead Member shall continue to be the Lead Member of the JV / Consortium.

In case the bidder fails to observe/comply with this stipulation, the full EMD shall be liable to be forfeited and the offer is liable to be treated as invalid.

- b. Similarly, after the contract is awarded, the constitution of bidding entity / contractor shall not be normally allowed to be altered during the currency of the contract except when modification becomes inevitable due to succession laws, etc. and minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be a breach of contract with all consequential penal action as per contract conditions.

- c. The Contractor shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the permission in writing of CRIS, provided that execution of the details of the work by petty Contractor under the direct and personal supervision of the Contractor or his agent shall not be deemed to be sub-letting under this clause.

Any breach of this condition shall entitle CRIS to rescind the contract and also render the Contractor liable for payment to the CRIS in respect of any loss or damage arising or ensuing from such cancellation.

8.19. Bids / Offers not complying with the above clauses are liable to be rejected.

9. Opening of Bids

9.1. Single Packet Tender

- a. In case of Single Packet Tender, after the stipulated closing date and time the Techno-commercial as well as Financial bids of all bidders who have submitted their bids will be opened simultaneously.
- b. Offers not accompanied with the requisite amount of Earnest Money, as well as the offers in which exemption from payment of Earnest Money has been claimed on false pretext will be summarily rejected, without any reference to the bidder.
- c. The offers which are accompanied with the requisite amount of Earnest Money, or which have rightfully claimed exemption from submission of Earnest Money will be examined further as explained in subsequent paragraphs.

9.2. Two Packet Tenders / Two Stage e-Reverse Auction (e-RA) Tenders

- a. In case of, Two Packet Tenders / Two Stage Reverse Auction Tenders the techno-commercial bids of all bidders who have submitted their bids will be opened first.
- b. Offers not accompanied with the requisite amount of Earnest Money, as well as the offers in which exemption from payment of Earnest Money has been claimed on false pretext will be summarily rejected, without any reference to the bidder.
- c. The offers which are accompanied with the requisite amount of Earnest Money, or which have rightfully claimed exemption from submission of Earnest Money will be examined further as under:
 - i. Offers will be examined for compliance to the Eligibility / Qualification / Technical Criteria, for compliance to the technical and functional requirements, as well as to the other conditions stipulated in the tender.

The Purchaser may at its sole discretion accept alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification without any additional financial implication to

CRIS, except where make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final.

- ii. In case the tender conditions stipulate PoC (Proof of Concept) prior to award of work, the bidders whose offers are found to be compliant with Eligibility / Qualification / Technical Criteria, technical and functional requirements, as well as to the other conditions stipulated in the tender, will be called for PoC for evaluation of the product / solution offered.
- iii. The offers which qualify as per all the above requirements will be categorized as 'Qualified for Bulk Order', based on the credentials submitted by the bidders or other considerations as mentioned in the tender, and the remaining offers will be categorized as 'Ineligible for award of contract'. Once the process of technical qualification is completed and entered in the IREPS portal, the bidders can view the status of their offer through their IREPS account.
- iv. The financial bids / Initial Price Offers of only those bidders will be opened whose techno-commercial bids are categorized as 'Qualified for Bulk Order'.

9.3. Two Stage Reverse Auction Tenders:

In case e-Reverse auction is to be carried out as per provisions of the tender, the following process shall be followed:

- a. After opening of Initial Price Offers, as described in the preceding para, if the number of bidders whose bids are categorized as 'Qualified for Bulk Order' is less than three, reverse auction shall not be conducted, and the tender evaluation will proceed based on the Initial Price Offers.

Otherwise, e-Reverse auction shall be conducted, in which selected bidders will be invited for participation. Selection of bidders for participation in e-Reverse Auction will be based on the following criteria:

No. of Bidders Qualified for Bulk Order	No. of Bidders to be selected for e-RA *
3 to 6	3
More than 6	50% of bidders Qualified for Bulk Order (rounded off to next higher integer)
<ul style="list-style-type: none"> - The bids not selected for participation in the Reverse Auction (e-RA) shall be the highest Bids in the tabulation of Initial Price Offer. - In case the one or more highest Bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself. 	

* The above general rule for selection of number of bidders for participation in e-RA shall be subject to further modifications as under:

- i. **MSE criteria:** All MSEs (Micro & Small Enterprises) which are categorized as 'Qualified for Bulk Order' but which could not be selected for Reverse Auction as per criteria stipulated above but are within the range of 15% (or as prescribed by relevant instructions of GoI) of lowest Initial Price Offer qualified for bulk ordering shall be permitted to participate in the Reverse Auction irrespective of their inter-se ranking based on initial Price Offers. Selection of such MSEs for e-RA shall be over and above the number of vendors stipulated in the selection criteria mentioned above.
 - In case all the Bidders categorized as 'Qualified for Bulk Order' (before applying elimination criteria) are within MSE category, this clause shall not apply.
- ii. **Make in India criteria:** All Bidders eligible for benefits under latest Public Procurement (Preference to Make in India) Order, which are categorized as 'Qualified for Bulk Order', and which are within the specified range of purchase preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for ordering shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price offer. Selection of such bidders shall be over and above the number of vendors stipulated in the selection criteria mentioned above.
 - If all the bids categorized as 'Qualified for Bulk Order' (before applying elimination criteria) also qualify under "Make in India Order" criteria, this clause shall not apply.

The offers of Bidders which were eliminated i.e., not selected for participation in e-RA shall not be considered for any ordering.

- b. After evaluation of the technical bids and selection of Bidders as above, the e-reverse auction shall be scheduled. The tenderers who are eligible for participation in the reverse auction process can view the reverse auction schedule by logging into their IREPS account. As an additional facility the approval status, and date of opening of financial bids, and the start date / time of e-Reverse auction shall be advised to the bidders through SMS and E-Mail subject to the following conditions and disclaimers:
 - i. Bidders are advised to give their consent for receiving SMS alerts in accordance with the TRAI guidelines. Bidders are also advised to add the IREPS email ID to their contacts to prevent the mails from being tagged as Junk mail. Please check your profile on IREPS portal for further details.
 - ii. Owing to the possibility of the bidder not receiving SMS alerts and E-mails due to any reason, bidders are advised to login into their account regularly to

check the status of approval of their technical bid, and the date of opening of financial tabulation. No complaint on account of non-receipt of SMS or E-Mail shall be entertained.

c. Procedure for conducting e-RA

- i. E-Reverse Auction shall be conducted as per the RA parameters stipulated in the tender.
- ii. On submission of offers through Reverse Auction, it shall be construed that the tenderer has revalidated the original validity of the offer for further sixty (60) days from the date of submission of bid against e-RA.
- iii. Users may refer to the relevant user manuals, which can be accessed through the **Learning Centre (User Manuals)** link available on IREPS Portal to understand the process of submission of bid against reverse auction.

9.4. All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tabulation statements (Techno-Commercial / Financial) after the tender is opened, after logging into their IREPS account.

9.5. CRIS does not guarantee the opening of the tenders at a specified date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also.

Vendors, however, cannot submit/modify any offer or attach any file to it after the closing date and time for submission of the bid as stipulated in the tender notice as the system does not permit the same after the closing date / time, regardless of whether tender has been opened or not.

10. Evaluation of Bids

Unless otherwise specified, the evaluation of offers will be done as under:

10.1. All-inclusive rate for any line item of SOR will be worked out by the system considering the quoted basic rate, unconditional discount offered (if any), packing /forwarding charges, insurance charges, freight charges up to destination, other charges (if any), and the quoted rate of taxes/ duties.

- i. Conditional discounts, such as discounts for quantity, early payment, delivery at other than specified location, etc., will not be considered for the purpose of determining the inter-se ranking of the offers. That is, the rates quoted without any attached conditions shall only be considered for evaluation purposes. The purchaser, however, reserves the right to avail the benefit of any of the discount quoted by the bidder, if the contract is awarded to the bidder.

- ii. Additional features/ enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for the evaluation of bids. The purchaser, however, reserves the right to avail the benefit of any of such additional feature / enhancement quoted by the bidder, if the contract is awarded to the bidder.
 - iii. Whenever so provisioned in the tender, the valuation of offer in respect of tender items involving deferred payments like AMC / CAMC (Annual Maintenance Contract / Comprehensive Annual Maintenance Contract), Purchase of subscription licenses etc. shall be done on the basis of NPV (Net Present Value) of quoted prices, considering the rate of discounting and other parameters mentioned in the tender.
 - iv. Except as provided for in clause **10.3**, the Purchaser shall evaluate the offers based on the GST rate as quoted by each bidder and the same will be used for determining the inter-se ranking
- 10.2. Based on the all-inclusive rate of line items, the inter-se ranking of bids shall be decided in accordance with the evaluation criteria (Item wise-Consignee wise, Item wise, Groupwise, Total Value Wise) as stipulated in the tender document.
 - In case of Two Stage Reverse Auction Tenders, if reverse auction is required to be conducted against the tender, the inter-se ranking post reverse auction shall be considered. If reverse auction is not to be conducted, the inter-se ranking based on the initial financial offers shall be considered.
 - In case negotiation (s) are carried out against the tender, such negotiated rates shall also be considered for deciding the final inter-se ranking.
- 10.3. In case of change in the tax regime after submission of bid by the bidder, the tax regime as applicable on the closing date of tender for statutory taxes/duties, shall be applicable for evaluation of inter-se ranking of tenders.
- 10.4. Cost of all the optional services/items included in the tender, if any, shall not be considered for deciding the inter-se ranking of bids. However, the Bidder are required to quote their rates for all optional items/services failing which the bid shall be summarily rejected.
- 10.5. To assist in the examination, evaluation, and comparison of bids, CRIS may ask the tenderer (s) for clarification on his bid including breakup of quoted price. The request for clarification and the responses shall be in writing/fax/email but no change in price or substance of the offer shall be sought or permitted. Such reply shall be given within the time limit mentioned in the intimation issued by CRIS, failing which CRIS will be at liberty to conclude that nothing further is to be submitted by the vendor on this matter.

- 10.6. The bidder should make available the offered products, if desired during evaluation of bids for evaluation / assessment of the offered product.

11. Considerations for Award of Contract (s)

- 11.1. Selection of bidders for award of contract will normally be made on the basis of lowest cost (as per the evaluation criteria) from amongst the technically suitable bids from bidders meeting the qualifying criteria.

- 11.2. Normally full quantity order would be placed on lowest technically suitable firms.

The Purchase Preference available inter-alia to eligible MSEs (as per MSE policy), Local suppliers (as per Make in India Policy) etc. as per relevant policies shall be taken into consideration for selection of firms for award of contract.

- 11.3. However, the purchaser reserves the right to distribute the procurable quantity on one or more than one eligible Bidder. Zone of consideration of such eligible Bidders will be right of the purchaser. The zone of consideration will be decided based on inter-se position of firms, Past Performance of the bidders, Delivery requirements stipulated in the tender vis-à-vis delivery schedule quoted by the bidders etc. The distribution of quantities amongst the bidders will be done in a fair, transparent and equitable manner.

- 11.4. The purchaser reserves the right to counteroffer the lowest acceptable rate for bulk ordering to the higher bidder(s). In case of rejection of counter-offer by the bidder, the original offer of the bidder shall continue to remain valid for placement of order, till the original / extended validity of the offer.

In the event of rejection of such counteroffer(s), the purchaser will reserve the right to decide on the quantity distribution ratio/proportion.

- 11.5. CRIS reserves the right to place an order for a part item/ combination of the quantity offered. The rates quoted by the tenderers for the full quantity shall be valid for acceptance of part quantity also. The Purchaser reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

- 11.6. Firms and their associates who are banned from business dealing with Govt. of India, or Ministry of Railways, or CRIS will not be considered for placement of order.

- 11.7. After the opening of bids, information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.

- 11.8. Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation, and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

12. Applicability of policies of Govt. of India

- 12.1. The relevant policy notification/ circulars/ instructions related to procurement issued by Govt. of India, as detailed below will be applicable. The same shall stand modified as per the latest policy instructions issued by the Government, as prevalent on the closing date of the tender.

The firms seeking advantage/preference under these relevant policy notification/ circulars/ instructions, are required to submit complete documentary support in this regard otherwise their claim will not be considered.

12.2. Benefits for MSEs:

- a. MSEs registered under Udyam Registration are exempted from submission of Earnest Money Deposit (EMD).
- b. In tenders where L1 price is from someone other than MSE, participating MSEs quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price, and such MSEs can be together ordered up to 25% of the net procurable value.

Procurement from MSEs owned by SC/ST shall be 4% and from MSEs owned by women shall be 3%, out of the total 25%.

- c. Relaxation in the requirement against Parameters corresponding to “Financial Turnover of Bidder” and “Relevant Project/Work Experience”, if any, shall be stated in the tender document. If no such relaxation is mentioned in the tender document, MSEs shall be required to meet 100% of the quantum of requirement against such Parameters.

Notes:

- i. Registration Certificate submitted by MSEs must be valid as on closing date of the tender for availing above benefits / preferences.
- ii. Benefits/ Preferences as per above clause shall not be applicable to Traders / Distributors / Sole agents as they are excluded from the purview of this policy.

12.3. Benefits for Start-ups:

- a. Start-up firms recognised by the DPIIT (Department for Promotion of Industry and Internal Trade, Ministry of Commerce (GOI)) are exempted from submission of Earnest Money.
- b. Relaxation in the requirement against Parameters corresponding to “Financial Turnover of Bidder” and “Relevant Project/Work Experience”, if any, shall be stated in the tender document. If no such relaxation is mentioned in the tender

document, Start Ups shall be required to meet 100% of the quantum of requirement against such Parameters.

12.4. **Public Procurement Policy for Preference to Make in India**

- a. Unless stipulated otherwise in the tender, only ‘Class-I local supplier’ and ‘Class-II local supplier’, as defined under the Order No.-P-45021/2/2017-PP (BE-II)-Part(4) Vol. II dt.19th July 2024 issued by Ministry of Commerce and Industry & reiterated by Railway Board Order No.-2020/RS (G)/779/2/Pt.1 (E3322671) dt.20.08.2024, along with subsequent instructions in this regard which are issued till closing date of the tender, shall be eligible to bid against the tender.
- b. OM No.-P-45021/102/2019-BE/II/Part (1) (E-50310) dt 04/03/2021 of Ministry of Commerce and Industries & reiterated by Railway Board Order No.-2020/RS (G)/779/2-Pt-I dt.17.05.2021 shall also be applicable along with subsequent instructions in this regard which are issued till closing date of the tender, shall be eligible to bid against the tender.
- c. The Bidders are mandatorily required to submit self-certification as per **Annexure 6** for the local content in the quoted item (goods / works / services), at the time of bid submission for ‘Class I Local Supplier’ / ‘Class II Local Supplier’, as the case may be. However, at the time of execution of project, for all the contracts above Rs.10 Crores, the contractor / supplier shall be required to give local content certification, duly certified by Cost / Chartered Accountant in practice. For cases where it is not possible to provide certification by Cost / Chartered Accountant at the time of execution of project, the Contractor / Supplier shall be permitted to provide the certificate for the local content from Cost / Chartered Accountant after completion of contract, before claiming the first payment against the contract. In case the contractor / supplier does not meet the stipulated local content requirement, and the category of the contractor / supplier changes from Class I to Class II / Non-local, or from Class II to Non-Local, a penalty of 10% of the contract value shall be imposed.
- d. False Declarations will be in breach of the code of Integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- e. Definitions of various terminologies w.r.t. Public Procurement (Preference to Make in India) Order-2017 shall be as per various Orders issued by Ministry of Commerce and Industry and/or reiterated by Railway Board from time to time.
- f. Bidders are required to make themselves conversant with the provisions of Public Procurement (Preference to Make in India) as amended from time to time before submitting their offer.

- g. Any special provision stipulated in Bid Document Part II w.r.t Make in India policy shall also be applicable.

13. Land Border Policy

Bidders shall submit the certificate for compliance regarding restrictions on procurement from a Bidder of a country which shares a land border with India, subcontracting to contractors from such countries, and / or having specified Transfer of Technology (ToT) arrangement with any entity from a country which shares land border with India, as per **Annexure 7** along with their Bid/offer, abiding by the restrictions for the active components & applications proposed in the project, mentioned under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and Order (Public Procurement No. 4) issued vide F.7/10/2021-PPD dated 23.02.2023) by the Department of Expenditure, Ministry of Finance, Government of India and subsequent instructions in this regard which are issued till closing tender of the tender

14. Code of Integrity in Public Procurement; Misdemeanours and Penalties

The bidder shall comply with the provisions in this regard as stated in Manual for Procurement of Goods, 2024, and Model Tender Document for Procurement of Goods, 2021, or latest.

15. Contract / Letter of Acceptance (LOA) / Submission of BG

- 15.1. The successful bidder may be notified of acceptance of his bid by issue of 'Letter of Acceptance' through IREPS portal / e-mail/ letter.
- 15.2. If any terms or conditions mentioned in the 'Letter of Acceptance' are not as per the offer submitted, the same should be represented within 7 working days failing which, it will be deemed unconditional acceptance of the supplier, and no representation thereafter will be entertained by the purchaser on this account.
- 15.3. **Security Deposit / Bank Guarantee (BG):**
 - a. Wherever applicable, the successful bidder shall submit the Bank Guarantee towards Security Deposit, Warranty / AMC / CAMC to CRIS, in original, within 21 days of issue of Letter of Acceptance. The PBG should be from any scheduled commercial bank authorized by RBI for transacting government business. The PBG shall be submitted as per Performa **Annexure 13**.
 - b. There would be no Performance Bank Guarantee for contracts valuing up to ₹25 lakh except cases where specific conditions for submission of same are incorporated in the tender document. Unless stipulated otherwise in the tender document, for contracts valuing more than 25 lacs, the amount of Performance Bank Guarantee shall be as under –

Total Contract/PO Value	Value of the Performance Bank Guarantee (Rounded off to the nearest higher Rs. 10)
Up to Rs. 15 Crores	5% of total contract value
Above Rs. 15 Crores and up to Rs. 100 Crores	4% of total contract value (Subject to minimum of Rs. 75 Lacs)
Above Rs. 100 Crores	3% of total contract value (Subject to minimum of Rs. 4 Crores)

- c. Extension of time for submission of PBG, in original beyond 21 (twenty-one) days and up to 60 days from the date of issue of LOA may be given by the purchaser. However, a penal interest of 18% per annum of the PBG amount shall be charged for the delay beyond 21 (twenty-one) days, i.e. from 22nd day after the date of issue of LOA and up to the date of submission of original PBG to CRIS.

In case the contractor fails to submit the requisite PBG even after 60 days from the date of issue of LOA, the purchaser reserves the right to terminate the LOA / Contract, duly forfeiting EMD submitted by the bidder.

- d. Unless stated otherwise in the tender, the PBG shall remain valid up to a period of 03 (three) months beyond the date of completion of all contractual obligations of the Bidder including warranty obligations and shall be enforceable for another 03 (three) months. In case of an extension of the delivery period, or the warranty period on any account, the contractor shall be obliged to extend the period of PBG Bond by an equivalent period.
- e. The purchaser shall be entitled, and it shall be lawful on his part to forfeit the PBG as per the contract conditions, in the event of any default, failure or neglect on part of the contractor in fulfillment of performance of the contract.
- f. The PBG Bond will be returned to the contractor without any interest, on completion of the contract, and after recovery of all amounts due to the purchaser from the contractor.
- 15.4. Purchase Orders will be issued to the successful bidder(s) after submission of requisite PBG, wherever applicable.
- 15.5. Digital Purchase Order / LOA / Modification Advice (if any) shall be issued to the bidder / contractor through IREPS portal, and in such cases the communication of the Purchase Order / LOA / Modification Advice shall be deemed to be complete when the same is published by the purchaser on IREPS portal.

However, in case of manual communication of any such document, the communication of the document shall be deemed to be complete on the date of submission of the same to the postal authority.

- 15.6. In cases where purchase orders are issued directly, without prior issue of LOA, in case any terms or conditions mentioned in the purchase order are not as per the offer submitted, the same should be represented within 7 working days of issue of purchase order, failing which it will be deemed unconditional acceptance of the bidder / contractor, and no representation thereafter will be entertained by the purchaser on this account.

16. DELIVERY

- 16.1. Timelines / Milestones for deliverable shall be as mentioned in the Contract.
- 16.2. Time for and Date of Delivery; the Essence of the Contract –The time for and the date specified in the contract or as extended for the delivery of the goods shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.
- 16.3. **Progressing of Deliveries-** The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.
- 16.4. In case of failure by contractor to adhere to the delivery timelines mentioned in the purchase order, the purchaser reserves the right to accept / reject any request from the contractor for extension of the delivery period. It shall be the responsibility of the contractor to submit timely request for extension of the delivery period, if required. The purchaser shall not be liable for any loss or inconvenience caused to the contractor due to delay in extension of delivery period, or due to refusal of the purchaser to grant extension in delivery period.
- 16.5. The Contractor shall as be required by the Purchaser either deliver free or FOR or as per the delivery terms provided in the contract at the place/places detailed in the contract, the quantities of the goods detailed therein.

The goods / services / contractual obligations shall be delivered / executed / performed as per contract conditions not later than the dates specified, and at the places specified in the contract. The delivery / execution will not be deemed to be complete until and unless the goods / services / contractual obligations are accepted by the consignee in the manner provided in the contract.

- 16.6. The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor, or provide any other

- assistance for execution of the contract, unless it is specifically stated in the contract.
- 16.7. Notwithstanding any inspection and approval by the Inspecting Officer at the firm's premises, title in the goods shall not be passed on to the Purchaser until the goods have been received, inspected and accepted by the consignee in the manner provided in the contract.
 - 16.8. No supplies / performance of contractual obligations shall be made on Saturdays, Sundays, and public holidays, unless so provided for in the contract, or without the written permission of the consignee.
 - 16.9. **Extension of Time for Delivery:** If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as per the contractual provisions. Any failure or delay on the part of sub-contractor / OEM, though their employment may have been sanctioned hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.
 - 16.10. If extension of time for delivery period is allowed by the purchaser (in cases other than refixation of delivery period), the amendment giving such an extension shall be subject to the following conditions:
 - a. **Levy of liquidated damages** as per **Clause 17** below
 - b. **Denial clause**
 - i. No increase in price on account of any statutory increase in, or fresh imposition of taxes & duties, or on account of any other tax or duty leviable in respect of the Goods, Services, incidental Works stipulated in the said contract which takes place after the original delivery date stipulated in the Contract shall be admissible on such of the said Goods, Services, incidental Works as are delivered / executed / completed after the date of the delivery stipulated in the Contract.
 - ii. Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods / services / incidental works delivered / executed/ completed after the said date.
 - iii. Nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price

variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

17. Failure, Liquidated Damages, and Termination

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

a. Recover from the Contractor as agreed liquidated damages and not by way of penalty as under:-

i. **In case where composite rates for Supply/ Installation / Testing / Commissioning is provided for**

- a sum equivalent to ½ (half) per cent of the price of supplies (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract for each week or part of a week during which the delivery of such goods may be in arrears where delivery thereof is accepted after expiry of the aforesaid period.

ii. **In case where separate rates for Supply and for Installation / Testing / Commissioning is provided for**

- the liquidated damages for delay in supply beyond the date stipulated for the same in the contract shall be calculated at the rate mentioned in para a.i above, considering the total all-inclusive value (inclusive of all charges and taxes and duties) for supply, for the quantity delivered.
- the liquidated damages for delay in installation / commissioning beyond the date stipulated for the same in the contract shall be calculated at the rate mentioned in para a.i above, considering the total all-inclusive value (inclusive of all charges and taxes and duties) for supply, as well as value of commissioning for the quantity delivered.

Provided that for the quantity for which there is delay in supply beyond the stipulated date for supply and such supply is made after the date of commissioning provided in the contract, the liquidated damages for the supply part will be imposed only once.

iii. **In case, payments are for supplies with defined milestones-** a sum equivalent to ½ (half) per cent of the price of any milestone (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract for each week or part of a week during which the delivery of such milestones may be in arrears where delivery thereof is accepted after expiry of the aforesaid period.

- b. The upper limit for recovery of liquated Damages will be 10 % (Ten Per cent) of value of contract, unless otherwise provided, specifically in the contract.
 - c. To record adverse performance of the contractor for taking appropriate administrative action, cancel the contract or a portion thereof and forfeit the security deposit.
- 17.2. Wherever Security deposit has been exempted for any reason, the purchaser reserves the right to levy damages on the supplier, not by way of penalty, an amount equal to Security Deposit amount, as would have been applicable had he not been an exempted vendor. These shall be treated as recoveries outstanding against the Contractor and dealt with accordingly.

18. Risk in Transit, and Insurance

- 18.1. The purchaser shall not arrange for any 'Transit Insurance' and the supplier will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee.
- 18.2. Notwithstanding any packing condition stipulated in the tender documents or in the tendered drawings/specifications, it shall be the responsibility of the supplier to appropriately pack the stores so that they are received by the consignee at destination without any loss, destruction, damage, or deterioration due to any cause whatsoever.

19. General Requirements

- 19.1. The tenderer must submit Item wise compliance to technical specifications by the respective OEMs for the offered products. The Model and Make of the offered product should be clearly specified.
- 19.2. No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in writing to CRIS, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". CRIS shall be at liberty to accept or reject such a request without any impact on the contract conditions. Any such change shall not result in any adverse impact on the obligations of the contractor with respect to the technical and functional requirements, or any other obligation mentioned in the contract.

- 19.3. The tenderer must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- 19.4. Unless stipulated otherwise in the tender / contract, the bidder / contractor shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order. The bidder should offer only such products / solutions for which compliance of this clause can be ensured.
- 19.5. It shall be the obligation of the contractor to obtain all licenses and comply with all statutory requirements for installation and working of all equipment / offered solution.

20. PAYMENT TERMS AND CONDITIONS

Unless specifically mentioned anywhere in the Tender Document, the payment terms shall be as under –

- 20.1. **In cases where only supply of goods is involved, or the installation of the goods / software / licence etc. is included in the contractual price of the goods**
 - a. 100% payment shall be made against receipt and acceptance of goods by the consignee, and upon submission of bill by the supplier along with
 - “Receipt and Final Acceptance Certificate” issued by the consignee as per **Annexure - 16**
 - Submission of BG to be submitted by the Contractor towards contractual obligations like Warranty / AMC etc., if so provided for in the contract.
- 20.2. **In cases where Supply is a separate line item, and there are other line items for associated activities to be performed by the contractor like Installation / Commissioning/ Proving/ Testing etc.**
 - a. 80% payment of the value of the supply item shall be made on receipt and acceptance of goods by the consignee, and upon submission of bill by the supplier along with
 - “Receipt and Provisional Acceptance Certificate” issued by the consignee as per **Annexure 17.**
 - b. Balance 20% of the value of the supply item + 100% of the value of the associated line items (Installation, testing, Proving, commissioning etc.) shall be paid upon completion of such activities, and upon submission of bill by the supplier along with following documents –
 - i. “Receipt and Final Commissioning Certificate” issued by consignee as per **Annexure 18.**

- ii. Submission of BG to be submitted by the Contractor towards contractual obligations like Warranty / AMC etc., if so provided for in the contract.

Note: Delay in final commissioning

1. In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier, duly certified by CRIS Project Group Head, part payment may be claimed for the goods and services actually commissioned
2. In case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20 % of the cost of equipment/software remaining non-commissioned and 100% of the cost of Installation, testing and commissioning of equipment/software, wherever applicable may be paid to the supplier against submission of an unconditional additional Bank Guarantee stating his commitment to complete the contractual obligations in all respects, as and when called upon by the purchaser to do so. The Bank Guarantee shall be of an equal amount and shall be valid for minimum of 12 months which shall be returned on completion of final commissioning of the remaining equipment/software.

20.3. For AMC, ATS and AMS contracts

Unless provided otherwise in the tender, payment after deducting penalties, if any, will be made on submission of bills by the contractor on quarterly and pro-rata basis on completion of billing cycle against “Satisfactory Performance Certificate” issued by the consignee as per **Annexure 19** jointly signed by the authorised representative of Contractor and consignee.

21. Option Clause (Enhancement or reduction of quantities)

- 21.1. The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30 % on the same terms and conditions, without assigning any reasons. The bidder shall comply with such modifications unconditionally. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.
- 21.2. Option clause (Plus / Minus) can be exercised any time within the Delivery period (Original / Extended), by giving reasonable notice.
- 21.3. ‘Reasonable notice’ mentioned above is only for the purpose of allowing the Vendor a suitable time to make necessary arrangements for the deliverables and not for seeking any consent from the Vendor towards exercise of the contractual option clause. A reasonable delivery schedule for the enhanced quantity will be stipulated in the relevant amendment to the contract.

- 21.4. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise plus/minus 30 percent option in one or more than one instalment as long as the total variation in quantity does not exceed the limit of 30 percent of ordered quantity.
- 21.5. In case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.
- 21.6. Period specified in the contract (original / extended) for commissioning / Go live, wherever applicable shall be the delivery Period for the purpose of exercising option clause.

22. WARRANTY/GUARANTEE

- 22.1. The Contractor/ Seller shall ensure that all goods furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, technical and functional requirements etc. Refurbished / Reconditioned material shall be accepted, unless specifically provided for in the contract.
- 22.2. The Contractor also guarantees that the said goods would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery as well as installation / commissioning, wherever applicable, and this warranty shall survive notwithstanding the fact that the goods may have been inspected, accepted and payment thereof made by the Purchaser.

If a longer/shorter period of warranty/guarantee is specified in the tender/ contract documents, the same shall be applicable instead of period specified in this clause. The contractor shall provide a comprehensive warranty against all manufacturing defects for this period.

- 22.3. If during the aforesaid period, the said goods be discovered not to conform to the aforesaid description and quality, including functional and technical requirements, or to have deteriorated, otherwise than by fair wear and tear, the Purchaser will be entitled to reject the said goods or such portions thereof as may be discovered not to conform to the said description and quality. The decision of the Purchaser on these matters shall be final and conclusive. On such rejection, the goods will be at the Seller's risk.

Upon receipt of such rejection, the contractor shall, within 60 days (or within any other period, if stipulated in the contract), expeditiously repair, or replace, at the option of the purchaser, the defective goods / products or parts thereof, free of cost, at the ultimate destination.

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

- 22.4. If the contractor, having been notified, fails to rectify/ replace the defect(s) within 60 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract for default and the Purchaser shall avail any or all remedial action(s) there under.

23. FALL CLAUSE

- 23.1. The following Fall Clause shall be applicable to Rate Contracts

- a. The price charged under the Contract by the contractor shall in no event exceed the lowest price which the contractor charges or offers to charge for an item / service of identical description to any persons/organizations including the purchaser or any entity partially or wholly owned by any State / Central Government during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.
- b. If at any time during the said period the contractor reduces the sale price, sells or offers to sell such items / services to any persons/organizations including the purchaser or any entity partially or wholly owned by any State / Central Government as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the items / services supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced.
- c. The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the contract.

“I/We certify that there has been no reduction in sale price of the goods / services of description identical to the goods / products supplied to the Government under the contract herein and such goods / services have not been offered / sold by me/us to any persons/organizations including the purchaser or any entity partially or wholly owned by any State / Central Government as the

case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract.”

23.2. Fall clause shall not be applicable for fixed quantity tenders / contracts.

24. Consequence of Rejection -

24.1. On the goods being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, the Contractor shall make satisfactory supplies within the stipulated period of delivery (Original / Extended).

The Contractor shall bear all cost of such replacement including freight, inspection charges etc., if any, on such replacing and replaced goods but without being entitled to any extra payment on that or any other account.

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

In case of failure of contractor to do so, the Purchaser shall be at liberty to cancel the contract for the rejected quantity and take further action as per the provisions of the contract, and Law.

24.2. **Joint Inspection:** If the contractor desires to have joint inspection, joint inspection of rejected material will be held by the purchaser with the contractor and the inspecting agency, if any. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties come for joint inspection. Irrespective of whether the party (ies) attend joint inspection or not, the modality of joint inspection etc. will have to be completed within 21 days of communication of rejection advice to the supplier. For imported material, the time limit will be 45 days.

It is clarified that desire of the contractor is relevant only to the extent the contractor wishes to participate in the joint inspection. Such “desire” of the firm cannot decide whether joint inspection has to be carried out or not.

25. Responsibility of the Contractor for Executing the Contract

25.1. Risk in the Goods -

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The goods and every constituent part thereof, whether in the possession or control of the Contractor, his agents or representatives or a carrier, or in the joint possession of the Contractor, his agents or representatives and

the Purchaser, his agents or representatives, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee.

The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, to the interim consignee. The Contractor shall alone be entitled and responsible to make claims against the carrier in respect of non-delivery, short delivery, miss delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case may be.

25.2. Consignees Right of Rejection -

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

Note - In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of actual receipt of the goods by consignee and all the related documents from the contractor, required to be verified by the consignee on receipt of goods as per contract, before acceptance of the material. The time limit of 90 days specified above, is only for the initial acceptance of the material by consignee and without prejudice to the right of the purchaser or consignee on Purchaser's behalf, to reject the material as per Warranty/ Guarantee Clause **22** within the period specified therein.

25.3. Provided that where, under the terms of the contract the goods are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the goods shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the goods or any part, portion of consignment thereof upon their actual delivery to him

at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

25.4. The provisions set forth in Clause 28 regarding the removal of rejected Goods shall also apply to Goods rejected by the Consignee as herein provided.

25.5. Changes in a Firm (Partnership Firm)

- a. Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.
- b. On the death or retirement of any partner' of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- c. If the contract is not determined as provided in Sub-clause(b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- d. The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.

25.6. Obligation to Maintain Eligibility and Qualifications

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

25.7. Consequence of breach — Should the contractor or any of his agents / constituents commit a default or breach of any provisions of the contract, the contractor shall remedy such breach within 21 days, keeping the purchaser informed. However, at its discretion, the purchaser shall be entitled, and it shall be lawful on its part, to treat it as breach of contract and avail any or all remedies there under, including cancellation of contract. The decision of the procuring entity as to any matter or thing concerning or arising out of these clauses or on any question whether the contractor or any of his

agents / constituents has committed a default or breach of any of the conditions shall be final and binding on the contractor.

25.8. Assistance to the Contractor

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

26. Indemnities and Liabilities

- 26.1. The contractor shall at all times indemnify and hold harmless, free of costs, the Purchaser and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the obligations performed by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Property Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - a. Any design, data, drawing, specification, or other documents or Goods / Licences, and every other thing provided or designed by the contractor for or on behalf of the purchaser.
 - b. The sale by the purchaser in any country of the products produced by the Goods supplied by the contractor, and
 - c. The installation of the Goods / Licences / Solutions by the contractor or the use of the Goods / Licences / Solutions by the purchaser
- 26.2. Such indemnity shall not cover any use of the Goods or any part thereof or any products produced thereby:

- a. Other than for the purpose indicated by or to be reasonably inferred from the contract
 - b. In association or combination with any other equipment, plant, or materials not supplied by the contractor.
- 26.3. If any proceedings are brought, or any claim is made against the purchaser arising out of the matters referred above, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise therefrom.
- 26.4. If the contractor fails to notify the purchaser within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the purchaser shall be free to conduct the same on its behalf at the risk and cost to the contractor.
- 26.5. At the contractor's request, the purchaser shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.
- 26.6. The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Purchaser for the purpose of making use of patent or trademark for fulfilment of the contract.

27. Confidentiality, Secrecy and IPR Rights

- 27.1. **Confidentiality**- All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the purchaser to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the purchaser and shall not, without the prior written consent of purchaser neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the purchaser, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
- 27.2. **Secrecy** - If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

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

This shall exclude the third-party software products, Commercial Off the Shelf (COTS) products used for the solution, proprietary software components/tools deployed by the Contractor.

27.4. **Obligations of the contractor –**

- a. Without the purchaser's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- b. The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the purchaser, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- c. Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) (if authorized by CRIS) such documents, data, and other information it receives from the purchaser to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- d. The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - i. the contractor needs to share with the institution(s) participating in the financing of the contract;
 - ii. now or hereafter is or enters the public domain through no fault of Contractor;
 - iii. can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the purchaser; or

- iv. otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e. The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- f. The provisions of this clause shall survive completion or termination for whatever reason of the contract.

28. Removal of Rejected Goods

- 28.1. On rejection of any goods submitted for inspection at a place other than the premises of the Contractor, such goods shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of issue of intimation of such rejection by communication means detailed in Clause **4.4**. The communication will be deemed to have been served on the contractor at the time when such communication would, in the course of ordinary communication, reach the contractor through the means of communication used.
- 28.2. Provided that the Inspecting Officer/Consignee may call upon the Contractor to remove dangerous, infected or perishable goods within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects.
- 28.3. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected goods till the price paid for such goods is refunded by the Contractor, or dispose of as per clause **28.4** save that such retention shall not in any circumstances be deemed to be acceptance of the goods or waiver of rejection thereon.
- 28.4. All rejected goods shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such goods are not removed by the Contractor within the periods aforementioned, the Inspection Officer/Consignee may remove the rejected goods and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such goods at the Contractor's risk and on his account and adjust such portion of the proceeds, if any from such disposal as may necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover ground rent from the contractor on the rejected goods after the expiry of the time limit mentioned above, as per CRIS policy. Disposal of rejected goods in aforesaid manner will not in any way exonerate contractor but still hold him liable to pay to the purchaser, the dues detailed under Clause **24.1** besides

other dues as mentioned above and action can be taken by the Purchaser as per Clause **30**, if contractor fails to pay the amount due to him.

29. System of Payment

29.1. Unless otherwise agreed upon between the parties, payment for performance of contractual obligations will be made on submission of bills, along with all required documents, in the prescribed manner in accordance with the contract conditions. The payment will be made through online mode to the bank account details mentioned in the contract / purchase order.

29.2. Payment Against Time - Barred Claims

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

30. Withholding and lien in respect of sums claimed

- 30.1. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said BG / Cash / Security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalisation or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court, as the case may be, and that the Contractor will have no claim for interest or damages what so ever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.
- 30.2. For the purpose of Clause **30.1**, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found

payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.

30.3. Lien in respect of Claims in other Contracts —

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

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

31. Goods and Services Tax (GST)

31.1. GSTIN of CRIS/New Delhi is **07AACFC6749G1ZE**

31.2. The Contractor shall be fully responsible for all taxes, duties, fees, levies etc., incurred up to the point of delivery of the Goods to the Purchaser. All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law. All tenderers who are registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN (Goods and Services Tax Identification Number) details. Bidders will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST) respective State's State Goods and Services Tax Act, 2017 (SGST), as notified by Central/ State Government and as amended from time to time and applicable taxes before submitting their bids.

31.3. Goods and Services Tax (GST) shall be paid at the rate applicable or as assessed, provided the sale transaction is legally subject to such taxes and is payable according to the terms of the Contract, subject to the following conditions:

- a. Payment of GST to the Contractor shall be made only upon submission of a GST-compliant bill/ invoice by the Contractor. It shall be the entire and sole responsibility of the Contractor to ensure that the invoice must include the correct and appropriate HSN / SAC code (as applicable) and applicable GST rate.

- b. The delivery must be recorded in the name, location, and GSTIN of the Consignee, and the location of the Office of the Purchaser shall have no impact on invoicing.
- c. Purchaser shall not make any extra payment to the contractor which becomes leviable due to quoting of incorrect GST rate by the bidder in his bid either due to misclassification of HSN/SAC code (as applicable), or due to any other mistake on part of the Bidder / Contractor.

If at the time of bill submission, the Contractor invoices Goods / Services with a GST rate higher than that specified in the Contract, payment shall be made as per the invoiced GST rate with suitable reduction in the Basic rate, keeping the all-inclusive rate as per the contract.

- 31.4. The tenderers shall indicate the details of their Jurisdictional Assessing Officers (Designation, address & email id) for GST in their bids. In case of a contract award, a copy of the LOA/Purchase order shall be immediately forwarded by purchaser to the Jurisdictional Assessing officer mentioned in the bid.
- 31.5. The offers shall be evaluated considering the GST rate quoted by each bidder and the same will be used for determining the inter-se ranking, subject to the provisions of clause 10.3, wherever applicable.
- 31.6. Any amendment in GST rate shall be governed by the contractual conditions under Statutory Variation Clause (SVC).
- 31.7. While quoting the rates, the tenderer shall pass on, by way of reduction in prices, the full input tax credit that may become available in respect of all the inputs used in the supply of final goods/or services under GST scheme and submit a declaration in their offer of the same.

The contractor shall 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 the final goods and service on the date of supply by way of reduction in price and advise the purchaser accordingly.

- 31.8. While submitting the bill, the contractor shall comply with the following:
 - a. Submit the invoice/bill clearly indicating the appropriate HSN / SAC code (as applicable) and GST rate thereon duly supported with documentary evidence.
 - b. Give a declaration that any additional Input Tax Credit benefit, if the same becomes available to the contractor, the same has been passed on to Purchaser.

32. Statutory Variations Clause

Unless otherwise stated in the Contract, statutory variation (fresh imposition and/ or variation) in applicable GST rate or other taxes and duties mentioned in the Contract

shall be borne by the Purchaser, for statutory variations occurring after the date of submission of the tender, as per the conditions of the contract, including amendments if any.

GST rate amendments shall be considered against documentary evidence, provided such an increase in GST rates is after the Bid submission date and shall not be applicable for any misclassification of the HSN / SAC code (as applicable) or GST rate by the Contractor.

The Purchaser is not liable for any claim from the Contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the Contracted Goods taking place during the pendency of the Contract- unless such liability is expressly agreed to in terms of the Contract.

The benefit of reduction in GST rate shall have to be passed on to Purchaser.

If any tenderer is opting for 'Composite Levy Scheme' of GST Act, SVC shall not be applicable to such firms in case of opting out of the Composition Levy Scheme in future.

33. Income-Tax

- 33.1. Income tax shall be deducted at source by CRIS from all the payments made to bidder according to the Income tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption.
- 33.2. A certificate shall be provided by CRIS to the bidder for any tax deducted at source.

34. Termination of Contract, and Consequences thereof

- 34.1. CRIS may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof and forfeit the Performance Guarantee (PG) / Performance cum Warranty Guarantee (PWG) Bond/ Security Deposit as well as all the due/ future payments to the supplier. Grounds for termination shall include, inter-alia,
 - a. The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.
 - b. The vendor fails to perform any other obligation(s) under the contract.
 - c. If the contractor submits a false declaration or forged document at the time of submission of bid, or any time during the contract period.
 - d. If during the Contract period, the contractor is found to be in violation of any provision of the contract, or any law of the land.

- e. If the contractor is found to be indulging in Corrupt Practices as defined under relevant provisions of law.
 - f. If the supplier is found to be sharing data related to this contract with any third party without authorization from CRIS.
 - g. If the contractor is declared insolvent / bankrupt.
- 34.2. The contractor shall have no claim against CRIS / Railways on any account in case the contract is so terminated.

35. Laws Governing the Contract

- 35.1. This contract shall be governed by the Laws of India for the time being in force.
- 35.2. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the Letter of Acceptance / Purchase Order has been issued.
- 35.3. Jurisdiction of courts —The Courts of the place from where the Letter of Acceptance / Purchase Order has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 35.4. Marking of goods —The marking of the goods must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.
- 35.5. Obligations of the contractor under Labour Laws, Codes and Rules
- a. The contractor shall comply with the provisions of the Labour Laws, Codes and Rules as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Labour Laws, Codes and the Rules.
 - b. The Contractor shall obtain a valid licence under the aforesaid Labour Laws, Codes and Rules as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Purchaser shall treat it as a breach of contract for default as per the contract and avail any or all remedies there under.
 - c. In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the Labour Laws, Codes and Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Laws and the Rules.
 - d. The Contractor shall pay the wages as per the Labour Laws, Codes and Rules to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank

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

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

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The Contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Purchaser or Central or State Government or their agencies/ Enterprises, simply by execution of this contract including Services delivered under this Contract.

36. Book Examination Clause

The Government reserves the right for 'Book Examination' as follows:

- a. The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such

document and also furnish information any way relating to such transaction and procedure before the duly authorized Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties).

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

- b. The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's premises to examine the processes of production and estimate or ascertain the cost of performance of the contract. The authorised Government Officer shall have power to examine all the relevant books of the Contractor, sub-contractor or any subsidiary or allied firm or company, if any portion of the contract is entrusted to be carried out by such entities.
- c. If on such examination, it is established that the contracted price is in excess of the actual cost-plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
- d. The Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause (a) above. In the event of Contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Purchaser which would be final and binding on the Contractor and his agencies.

37. Insolvency and Breach of Contract

- 37.1. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:
 - a. if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- b. if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager, or
- c. if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also that, in addition to other actions against the contractor as per the terms of the contract, the Purchaser shall be entitled to take further action as per the provisions of the Contract.

38. Force Majeure

- a. On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the performance of contractual obligations during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract before such termination.
- b. Notwithstanding the remedial provisions contained elsewhere in the contract, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

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

- 39.1. All the property of the Government or Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor

shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

- 39.2. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.
- 39.3. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.
- 39.4. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be affected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

40. Local Conditions

It will be imperative on each bidder to fully acquaint himself/herself of all the local conditions and factors, which would have any effect on the performance of the contract. The Purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions. No request for the change of price, or time schedule for performance of contractual obligations will be entertained on this ground after the Purchaser accepts the offer.

41. Dispute Resolution

- 41.1. Dispute Resolution in this Contract shall be in terms of The Commercial Courts Act, 2015 only. The Commercial Courts Act, 2015 mandates pre-litigation mediation.
- 41.2. The process for pre-litigation mediation, as mandated by The Commercial Courts Act, 2015, to be governed by the Mediation Act, 2023, shall be as follows:
- a. Any party to this Contract may invoke pre-litigation mediation by submitting “Notice of Pre-Litigation Mediation”, explaining the dispute in the Contract, to the MD/CRIS, to facilitate the pre-litigation mediation process.
 - b. Within 30 days from the date of receipt of the aforesaid Notice, MD/ CRIS shall nominate a Committee of Mediators for referring the dispute. The members of the Committee of Mediators shall not have previously dealt with the matters related to the Contract or expressed opinions on any issues in dispute in course of their official duties.

- c. The Committee of Mediators shall consist of three working CRIS officers level 12 (as defined in 7th pay commission) or above - one Officer from Procurement Department, another Officer from Accounts Department and the third Officer from Project Group. The officer from the Procurement Department shall be the convenor member of the committee.
- d. Parties shall not claim any interest on claims/ counter-claims from the date of notice invoking Mediation till the date of termination of Mediation proceedings.
- e. **Time limit for completing the pre-litigation mediation:**
 - i. Upon nomination of the Committee of Mediators, the Claimant shall submit within 15 days, his Statement of Claims of the dispute to the convenor member of the Committee of Mediators and the Respondent (other party). The Respondent shall, within the next 15 days from the date of receipt of such Statement of Claims, submit his Statement of Defence along with Counter-Claims, if any to the Committee of Mediators and the Claimant. In case the respondent does not submit statement of defence and/ or counter claim, it shall be presumed that the respondent has no counter claim.
 - ii. Upon the receipt of Statement of Claims and Statement of Defence along with Counter-Claims, if any, the Committee of Mediators, shall, within the next 15 days, conduct a joint hearing with the Parties.
 - iii. The entire process of Mediation shall be completed within 120 days from the date of such first joint hearing, failing which the mandate of the Committee of Mediators shall be deemed to be terminated. No further extension to the mandate of the Committee of Mediators shall be admissible thereafter.
 - iv. Upon failure of parties to reach a mediation agreement, within stipulated time, the dispute shall be settled as per the provisions of The Commercial Courts Act, 2015.

Annexure 1: Bidder Self Information

(to be submitted on the letterhead of the bidder / Lead bidder at the time of submission of bid)

Tender No.		Published on	
For (Tender Title)			

#	Description	Bidder Response
1.	Whether the bid is being submitted on behalf of a Sole Bidder/ Joint Venture / Consortium <ul style="list-style-type: none"> Sole bidder includes Company, Partnership firm, LLP, Proprietorship firm etc. Please go through the tender conditions to see the types of entities that are permitted to participate in this tender, and whether Joint Ventures / Consortiums are permitted to quote against this tender or not. 	
2.	Name of the Bidder <ul style="list-style-type: none"> Please mentioned the name of the bidding entity if the bid is being submitted by Sole Bidder Please mention the name of the Joint Venture if the bid is being submitted on behalf of Joint Venture Please mention the name of Lead bidder if the bid is being submitted on behalf of a consortium 	
3.	Address of the Bidder	
4.	Nature of the Entity (for sole bidders) (Company, LLP, Partnership, Proprietorship etc.)	
5.	Details of Contact Person (s) (for the purpose of this tender)	

Name	Designation	Mobile Number	E-Mail ID	Landline

6.	Collaboration, if any (Please provide details)			
7.	Other Remarks, if any			
8.	Constituents of Joint Venture / Consortium (<i>If bid is submitted on behalf of JV / Consortium</i>)			
#	Name & Address	Nature of Entity (Company, LLP, Partnership etc.)	%age Share	
I				
II				
III				
			Total	100 %

- Please refer to the relevant clauses of Bid Document Part – II relating to the max number of members of Joint venture / Consortium, minimum share of the lead bidder, obligations of members, and other applicable conditions

9	Authority to sign / submit the bid			
	Name	Position / Designation	Mobile Number	E-Mail ID
<ul style="list-style-type: none"> ▪ Please ensure that the bid, and the all the documents uploaded with the bid are signed by the authorized person. ▪ Please submit the Power of Attorney / Board resolution issued by the bidding entity in the name of the person so authorized to submit the bid. 				

Signature :

Name :

Designation :

Company Name :

Date :

Annexure 2: Financial Turnover of Bidder

(Financial Turnover certificate to be submitted on the letter head of Chartered Accountant / Cost Accountant, along with the bid)

Date: __/__/____

To

Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

Tender Title

We, the Chartered Accountant of **[Name of Bidder]**, having their registered office at **[Address of Bidder]** certify that, the annual turnover of **[Name of Bidder]** is as under:

Financial Year	Annual Turnover

Financial years to be considered as mentioned in the financial turnover clause of the tender document.

It is certified that only **revenue from operations** has been considered for the purpose of the Annual Turnover.

Seal & Signature of the Chartered Accountant:

Name:

CA Registration Number:

UDIN:

Date:

Annexure 3: Past Performance Details of Bidder

Past performance details of the bidder to be submitted along with the offer on the letter head of Statutory Auditor or Chartered Accountant of the bidder.

Date: __/__/____

To
Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

For : Name of
Work.....

Sir/Madam,

After conducting a thorough examination of the project experience details of **[Name of Bidder]** having their registered office at **[Address of Bidder]**, it is hereby certified that **[Name of Bidder]** has successfully completed the following Contracts / Purchase Orders

1. Past Performance Details - I

Contract / PO Number & Date	
Contract Issuing Authority – Name – Type *	
Project Name / Name of Work	
Role of Bidder in the Project **	
%age share of bidder in the above contract	
Total Value of the Contract (INR)	
Whether covered under NDA	

Total Quantity ordered	Quantity Supplied / commissioned during the relevant period ***	Current Status of the Contract	Copy of Purchase Order Attached (Yes/ No)	Copy of Completion Certificate Attached (Yes / No)

2. Past Performance Details - II

Contract / PO Number & Date	
Contract Issuing Authority – Name – Type *	

Project Name	
Role of Bidder in the Project **	
%age share of bidder in the above contract	
Total Value of the Contract (INR)	
Whether contract covered under NDA	

Total Quantity ordered	Quantity supplied / commissioned during the relevant period ***	Current Status of the Contract	Copy of Purchase Order Attached (Yes/ No)	Copy of Completion Certificate Attached (Yes / No)

(More blocks may be added for additional project experience details, if needed)

Important Notes:

1. In case any of the relevant details or documents cannot be submitted on account of non-disclosure agreement of the bidder with the client, past experience will be submitted on the letterhead of the bidding entity, signed by the Statutory Auditor/ Company Secretary of the bidder. If the bidder does not have a Statutory Auditor/ Company Secretary, this certificate shall be submitted under the signature of a Chartered Accountant. The Chartered Accountant should not be an employee / Director of the Bidding entity and should not have any interest in the Bidding entity).

2. ***Contract Issuing Authority Type** shall be one of the following

Type 1) Any entity (Department / Organization / Autonomous body / PSU/ Local Body/ Authority etc.) wholly or partially owned by State / Central Government

Type 2) A Private sector organization which is:

- i. Listed in the National Stock Exchange (NSE) or Bombay Stock Exchange (BSE) in India,

and

- ii. Has an average annual Turnover of INR 500 Crore (revenue from operations) & above during last three (03) financial years preceding the year of publishing of tender.

Important: Only those Contracts / Purchase Orders shall be accepted as Past experience wherein the contracts / purchase orders have been placed on the bidder directly by an entity belonging to one of the above types.

3. ****Role of the bidder** in the project shall be selected from one of the following options

- i. *Sole Bidder*
- ii. *Lead Bidder / Member of Joint Venture*
- iii. *Lead Bidder / Member of Consortium*

%age Share of the Bidder: *In case the project experience relates to a contract where the bidding entity was a Member of JV / Consortium, the share of the bidding entity in such JV / Consortium to be mentioned. (Please refer to the notes mentioned in the eligibility condition for Project Experience in the Tender Document for further details).*

4. ***** Relevant Period** shall be as mentioned in the tender document.

In case any contract / purchase order is a composite contract (i.e. it contains items other than the ones defined in the qualification criteria as similar work), the quantity supplied / commissioned and the value of the same shall also be indicated separately.

Declaration by the signatory:

- i. I hereby certify that the past performance details provided above have been verified and are accurate.
- ii. I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

Seal & Signature of the Chartered Accountant:

Name:

CA Registration Number:

UDIN:

Date:

Annexure 4: Declaration for Key Components by Bidder

(To be provided by the Bidder on their letterhead along with the bid)

Date: __/__/____

To

Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

For : *Tender Title*

Sir/Madam,

We, **[Name of Bidder]**, having our registered office at **[Address of Bidder]**, hereby declare that the items / solution being offered by us against the tender under reference, consists of goods / components (hardware/software) with the following make and model.

#	Component / Item	Make	Model	Authorisation from OEM Submitted
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No

Very Important:

1. It is mandatory for the Bidder to mention Make and Model for all key components. Only a single Make and Model shall be mentioned for a component.
2. The specific make/ model of the proposed products should be mentioned. Expressions like 'to be decided', 'standard make', 'reputed brand', etc. shall not be accepted.
3. For the custom-built items proposed for this tender, where the Bidder declares himself as an OEM, the Bidder shall mention **"Self"** in the column for Make.
4. The Bidder shall ensure that the make and model of the components listed in this document are consistent with the make and model of the components offered by the OEMs as stated in their Authorisation. In the event of any discrepancy between this

document and the OEM's Authorisation, the make and model specified in this document shall be deemed final and binding.

- 5. For components and software sourced from the OEMs, a declaration of Backend Support from the OEMs shall be provided for all above items in the prescribed format. For all remaining items included in the solution that are necessary for the successful execution of the complete solution, the Bidder shall be responsible for providing Backend Support for the validity of the contract (including Warranty / AMC period).*
- 6. The bidder shall ensure that the supplied components do not suffer end of life or end of support during the validity of the contract (including Warranty / AMC period). In case the same cannot be ensured, the bidder should ensure performance of all contractual obligations, through alternate means (with prior approval of CRIS), for the entire contract period (including Warranty / AMC period).*

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

[Seal & Signature of the Authorized Signatory
as mentioned in Annexure 1: Bidder Self Declaration]

[Name of the Bidder's Authorized Signatory]

[Designation of the Bidder's Authorized Signatory]

For & on behalf of

[Full Name of the Bidder]

Annexure 5: Declaration of Non-Blacklisting by Bidder

(To be submitted along with the bid on minimum INR. 100 stamp paper, duly notarized)

This declaration is to be signed by any / all persons / entities indicated below as per the nature of the bidding entity:

- *Authorized signatory of Company / Proprietor of Proprietorship firm / Karta of HUF / All partners of Partnership firms and LLP / All members of a JV/Consortium*

Date: __/__/____

To

Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

Name of Work / Tender Title

Sir/Madam,

In response to the above mentioned tender, I/We **[Name of Bidder]** having my/our registered office at ... *[Address of Bidder]*..., hereby declare that I/We is/are not blacklisted or debarred by CRIS, or Ministry of Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bid either in individual capacity, or as HUF, or as a member of the partnership firm / LLP/ Joint Venture / Society / Consortium / Trust etc.

I/We also certify that none of our OEMs for this tender are blacklisted or debarred by CRIS, or Ministry of Railways or any other Ministry / Department of the Govt. of India from participation in tenders/contracts as on the date of submission of bid either in individual capacity, or as HUF, or as a member of the partnership firm / LLP/ Joint Venture / Society / Consortium / Trust etc.

I/ We understand and accept that If this declaration is found to be incorrect then without prejudice to any other action that may be taken by the Purchaser, my/ our EMD/ Security Deposit/ BG may be forfeited in full, my/our offer against the tender may be ignored, and the tender if any to the extent accepted may be cancelled.

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

[Seal & Signature of the Authorized Signatory]

[Name of the authorized Signatory]

[Designation of the authorized Signatory]

For & on behalf of

[Name of the Bidder]

Annexure 6: Self Certification by Bidder for Make in India

Self-Certification by Bidder for Local Content as per Public Procurement (Preference to Make in India) Policy as per clause 12.4

Date: __/__/____

To

Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

Name of Work / Tender Title

Sir/Madam,

We **[Name of the Bidder]** having our registered Office at **[Address of the Bidder]** hereby certify that, the percentage of Local Content in the Products & Services offered by **[Name of the Bidder]**, against the above-referred tender invited by CRIS is as under:

Percentage of Local Content% (Only Percent)
Type of Supplier as per PPP-MII Policy	Class-I Supplier / Class-II Supplier / Non-Local Supplier*
Details of locations where value addition is made	

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

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of **[Name of Bidder]**.

Name, Designation & Seal & Signature of Signatory:

Stamp:

Date:

**Annexure 7: Certificate from Bidder for Compliance to GoI Order
for Countries sharing Land Border with India**

(To be submitted by the Bidder on their letterhead along with the bid)

Date: __/__/____

To

Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

Name of Work / Tender Title

Sir/Madam,

I / We M/s ...**[Name of Bidder]**... have read the clause/Para regarding restrictions on procurement from a Bidder of a country which shares a land border with India and on sub-contracting to Contractors or having specified Transfer of Technology (ToT) arrangement from such countries.

(a) I/We certify that I/We is/are is not from such a country and shall not sub- Contract any work to a Contractor from such countries unless such Contractor is registered with the Competent Authority. I/ We also certify that I / We will not offer any products/services of entity from such countries unless such entity is registered with the Competent Authority. I/We further certify that I/We do not/shall not have any specified Transfer of Technology (ToT) arrangement with an entity from such countries unless such entity is registered with the Competent Authority.

OR

(b) I/We certify that I/We is/are from such a country and have been registered with the Competent Authority. I/We also certify that I/We have products/services of entity from such countries and these entity/entities are also registered with the Competent Authority. I/We also certify that I/We have sub-contracted some work to a Contractor from such countries and that such Contractor is registered with the Competent Authority. I/We further certify that I/We have/shall have specified Transfer of Technology (ToT) arrangement with entity from such countries and this entity is registered with the Competent Authority.

Note:

- a. Please Strike off (a) or (b) whichever is not applicable.
- b. Where applicable, evidence of valid registration by the Competent Authority shall be attached / uploaded along with the bid.

I/We hereby certify that I / We fulfil all requirements in this regard and is eligible to be considered.

I/We hereby acknowledge that in the event of acceptance of my bid on above certificate and if the certificate is found to be false at any stage, the false certificate would be a ground for immediate termination of Contract and further legal action in accordance with the Law.

Declaration by the Signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

[Seal & Signature of the Authorized Signatory]

[Name of the Firms authorized Signatory]

[Designation of the Firms authorized Signatory]

For & on behalf of

[Name of the Bidder]

Annexure 8: OEM's Authorisation to Bidder and Undertaking for Backend Support

(To be submitted on the OEM's letterhead along with the bid)

Date: __/__/____

To
Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

For : *Name of Work*.....

Sir/Madam,

We, **[Name of OEM]**, having our registered office at **[Address of OEM]**, are an established and reputed manufacturer of below tabled components having factory(s) at **[Address of OEM Factory]** do hereby declare/undertake as under:

1. We hereby authorize **[Name of Bidder] ***, having registered office at **[Address of Bidder]**, to bid, negotiate and conclude the Contract on our behalf with CRIS, for the tender under reference for the items listed below.

*(*In case OEM is participating in this tender as a bidder, OEM shall fill "self" in place of bidder's name for products that are manufactured by them)*

2. We hereby confirm that the software and tools provided with the offered solution are fully licensed and will be supported for the entire duration of the Contract.
3. We further commit to providing backend support including software updates, upgrades and ensure availability of spares), *for the entire contract period (including Warranty / AMC period)*.

Below is the list of Components, for which this authorization/undertaking is being issued:

#	Component	Make	Model
1.			
2.			
3.			

Important: *The specific make/ model of the offered products should be mentioned. Expressions like 'to be decided', 'standard make', 'reputed brand', etc. shall not be accepted.*

4. We shall be providing our service support to **[Name of Bidder]** from all our service centres located across India. We assure you that, in the event, **[Name of Bidder]** is not able to fulfil its obligations as the service provider for our products, we will continue to provide OEM warranty / ATS services through an alternate suitable arrangement.
5. *We shall ensure that the supplied components do not suffer end of life or end of support during the validity of the contract (including Warranty / AMC period). In case the same cannot be ensured, we shall ensure performance of all contractual obligations, through alternate means (with prior approval of CRIS), for the entire contract period (including Warranty / AMC period).*

Note: OEM(s) are required to provide notarized Power of Attorney / certified Board Resolution, confirming the authority of their authorised signatory to act on behalf of their firm for this tender. It shall be the responsibility of the Bidder to verify these details/documents before submission of their bids.

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

Yours faithfully,

[Seal & Signature of the Authorized Signatory]

[Name of the OEM's authorized Signatory]

[Designation of the OEM's authorized Signatory]

For & on behalf of

[Name of the OEM]

Annexure 9: Declarations/ Undertakings from OEMs

(To be submitted on OEM's letterhead along with the bid)

Date: __/__/____

To
Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

For : *Name of*
Work.....

Sir/Madam,

We, **[Name of OEM]**, having our registered office at **[Address of OEM]**, are an established and reputed manufacturer do hereby declare as under:

(*In case OEM is participating in this tender as a bidder, OEM shall fill “self” in place of bidder’s name for products that are manufactured by them)

1. Declaration for Intellectual Property Rights

We confirm that we are the genuine manufacturers of the items offered by us. We have our own manufacturing setups and IPR for the hardware(s) / software(s) offered.

We also hereby confirm that the Intellectual Property Rights (IPR) of all the manufactured final product and source code of all software including firmware, etc. does not reside in countries sharing land borders with India, until unless specifically allowed by the Government of India and is registered with the Competent Authority of Government of India. If applicable, the proof of IPR & source code residing in which country and requisite permission & registration with Competent Authority of Govt. of India, as applicable to comply with the above, shall be provided along with the Bid submission.

We do not have 3rd party manufacturing arrangements with any company blacklisted in India or abroad due to proven backdoor access and data vulnerability, or for any other reason.

2. Declaration for MAC address not registered in the name of any OEM / company / entity sharing land border with India.

We further confirm that the MAC address of all offered products (communication devices having MAC address like, Wi-Fi Access Point, Mobile Communication Module, Hand-Held Terminal, etc as applicable) are not registered in the name of any OEM / company / entity sharing land border with India.

3. Undertaking for usage of Valid Licences for the offered components

We further undertake to provide and offer only fully licensed versions of all software, firmware, and tools associated with the components being supplied by us for the project for the entire duration of the Contract period. We also undertake that all such software, firmware, and tools will be legally obtained, properly licensed, and compliant with all applicable licensing agreements and regulations.

4. Indemnity

We shall indemnify the Railways/ CRIS from and against all Third-Party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the products or systems supplied by us and related services or any part thereof. We agree to defend CRIS/IR against claims, lawsuits, or legal actions brought by third parties that allege the products or systems and related services, or any part thereof infringe on intellectual property rights or other legal rights. We also indemnify CRIS/IR for losses, damages, costs, and expenses incurred as a result of the legal claims or actions arising from the infringement of intellectual property rights related to the products or systems and related services or any part thereof.

If this declaration/undertaking is found to be incorrect, CRIS/IR shall have the right to take legal/administrative action against us, including but not limited to blacklisting/debarment/recovery of pecuniary losses, or any other recourse available under the Law.

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

Your faithfully,

[Seal & Signature of the Authorized Signatory]

[Name of the OEM's authorized Signatory]

[Designation of the OEM's authorized Signatory]

For & on behalf of

[Name of the OEM]

Annexure 10: Declaration of Non-Blacklisting for OEM

To be submitted along with the bid separately by all OEMs of Key Components on their Letterheads

Date: __/__/____

To

Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

Name of Work / Tender Title

Sir/Madam,

In response to the above mentioned tender, I/We as an authorised signatory of [**Name of the OEM**] having our registered office at [**Address of the OEM**], hereby declare that I/We is / are not blacklisted or debarred by CRIS, or Ministry of Railways or any other Ministry / Department of the Govt. of India from participation in tenders, on the date of submission of bids, either in individual capacity, or as HUF, or as a member of the partnership firm / LLP/ Joint Venture / Society / Consortium / Trust etc.

If this declaration/undertaking is found to be incorrect, CRIS/IR shall have the right to take legal/administrative action against us, including but not limited to blacklisting/debarment/recovery of pecuniary losses, or any other recourse available under the Law.

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

[Seal & Signature of the Authorized Signatory]

[Name of the authorized Signatory]

[Designation of the authorized Signatory]

For & on behalf of

[Name of the OEM]

Annexure 11: Joint Venture Agreement*(To be provided as part of the Qualification Criteria at the time of the bidding)**(On Stamp Paper of appropriate value)*

This Joint Venture Agreement is executed at on this day of 2024.

BETWEEN

..... having its Registered Office at
..... acting through its, duly
authorized (hereinafter referred to as the “LEAD MEMBER” which expression unless excluded
by or repugnant to the subject or context be deemed to mean and include its successors in
interest, legal representatives, administrators, nominees and assigns) of the ONE Part;

AND

.....having its Registered Office at
..... acting through its, duly authorized (hereinafter
referred to as the “PARTICIPANT MEMBER” which expression unless excluded by or
repugnant to the subject or context be deemed to mean and include its successors in interest,
legal representatives, administrators, nominees and assigns) of the OTHER Part

AND

..... having its Registered Office at
..... acting through its, duly authorized (hereinafter
referred to as the “PARTICIPANT MEMBER” which expression unless excluded by or
repugnant to the subject or context be deemed to mean and include its successors in interest,
legal representatives, administrators, nominees and assigns) of the OTHER Part

WHEREAS Centre or Railway Information Systems, New Delhi; an Organization under the
Ministry of Railways, Government of India (hereinafter referred to as “CRIS”) has invited bids
vide its Tender No..... for the “(NAME OF WORK)” (hereinafter referred to as the
“Project”) in terms of the tender documents issued for the said purpose and the eligibility
conditions required that the applicants bidding for the same shall meet the conditions
stipulated by CRIS for participating in the bid by the Joint Venture for handling the Project for
which the tender has been floated by CRIS.

AND WHEREAS in terms of the Bid Documents the parties jointly satisfy the eligibility criteria
laid down for a Bidder for participating in the bid process by forming a Joint Venture between
themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Joint Venture for
participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS Joint Venture Agreement hereby WITNESSES:

1. That in the premises contained herein the LEAD MEMBER and the PARTICIPANT MEMBERS having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Joint Venture to participate in the tender process for Name of Work..... in terms of the Tender No..... invited by CRIS.
2. That the members of the Joint Venture have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by CRIS for awarding the tender to the Joint Venture so that the Joint Venture may take up the aforesaid work in case the Joint Venture turns out to be the Contractor in the bid being invited by CRIS against aforesaid tender for the said purpose.
3. That the members of the Joint Venture have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Joint Venture fulfils the prequalification/ eligibility criteria stipulated for a Bidder, to participate in the bid for the said tender process for aforesaid in terms of the aforesaid tender invited by CRIS
4. That the Joint Venture have agreed to nominate LEAD MEMBER as the common representative who shall be authorized to represent the Joint Venture for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of Bid Documents such as Tender Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be necessary for this purpose.
5. That if any change in the membership of the Joint Venture be required to be made by the members of the Joint Venture, the same shall be done with the consent of CRIS subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of Bid Documents or any other stipulations of CRIS, it becomes necessary to execute and record any other documents amongst the members of the Joint Venture, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Joint Venture that execution to this Joint Venture Agreement by the members of the Joint Venture does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Joint Venture shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Joint Venture Agreement is limited in its operation to the specified project.
8. That the Members of the Joint Venture undertake to specify their respective roles and responsibilities for the purposes of implementation of this Joint Venture Agreement and the said Project, if awarded to the Joint Venture, to meet the requirements and stipulations of CRIS.

#	Name of the Member	Role	Distribution of Responsibilities in Execution of Work	% Participation in the Project (in terms of Price)
1.		Lead Member		<i>Minimum 51%</i>
2.		Participant Member		
3.		Participant Member		
Total				100%

9. The Joint Venture formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Joint Venture to take advantage of certain developments during evaluation stage will render the bid liable to be REJECTED.
10. All Partners of the Joint Venture shall be jointly and severally liable to CRIS for the execution of the entire Contract in accordance with its terms.
11. The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the Joint Venture for work against aforesaid tender invited by CRIS shall be as under:
12. We authorize M/s..... having its Registered Office at....., being one of the Members of the Joint Venture, as the LEAD MEMBER and true and lawful Attorney of the Joint Venture (hereinafter referred to as the "Attorney").

We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's bid for the Project and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise

of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

<i>Signed, Sealed & Delivered For & on behalf of</i>	<i>Signed, Sealed & Delivered For & on behalf of</i>	<i>Signed, Sealed & Delivered For & on behalf of</i>
<i>Name of Company:</i>	<i>Name of Company:</i>	<i>Name of Company:</i>
<i>Lead Member</i>	<i>Participant Member</i>	<i>Participant Member</i>
<i>Seal & Signature:</i>	<i>Seal & Signature:</i>	<i>Seal & Signature:</i>
<i>Name of Signatory:</i>	<i>Name of Signatory:</i>	<i>Name of Signatory:</i>
<i>Designation:</i>	<i>Designation:</i>	<i>Designation:</i>
<i>Address:</i>	<i>Address:</i>	<i>Address:</i>

WITNESSES:

1.....

2.....

Enclosures:

Resolution/Power of Attorney of each of the Joint Venture Members:

- (i) *Authorizing Execution of the Consortium Agreement, and*
- (ii) *Appointing the authorized signatory for such purpose*

Annexure 12: Consortium Agreement

(To be submitted by the Bidder along with the bid, on Stamp paper of appropriate value)

This Consortium Agreement is executed at on this day of 2024

BETWEEN

..... having its Registered Office at
..... acting through its, duly authorized (hereinafter referred to as the “LEAD MEMBER” which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the ONE Part.

AND

..... having its Registered Office at
..... acting through its, duly authorized (hereinafter referred to as the “PARTICIPANT MEMBER” which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER Part

AND

..... having its Registered Office at
..... acting through its, duly authorized (hereinafter referred to as the “PARTICIPANT MEMBER” which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest, legal representatives, administrators, nominees and assigns) of the OTHER Part

WHEREAS Centre or Railway Information Systems, New Delhi; an Organization under the Ministry of Railways, Government of India (hereinafter referred to as “CRIS”) has invited bids vide its Tender No..... for the *NAME OF WORK*..... (hereinafter referred to as the “Project”) in terms of the tender documents issued for the said purpose and the eligibility conditions required that the applicants bidding for the same shall meet the conditions stipulated by CRIS for participating in the bid by the Consortium for handling the Project for which the tender has been floated by CRIS.

AND WHEREAS in terms of the Bid Documents the parties jointly satisfy the eligibility criteria laid down for a Bidder for participating in the bid process by forming a Consortium between themselves.

AND WHEREAS the parties hereto have discussed and agreed to form a Consortium for participating in the aforesaid bid and have decided to reduce the agreed terms to writing.

NOW THIS Consortium Agreement hereby WITNESSES:

1. That in the premises contained herein the LEAD MEMBER and the PARTICIPANT MEMBERS having decided to pool their technical know-how, working experiences and financial resources, have formed themselves into a Consortium to participate in the tender process for aforesaid tender invited by CRIS.
2. That the members of the Consortium have represented and assured each other that they shall abide by and be bound by the terms and conditions stipulated by CRIS for awarding the tender to the Consortium so that the Consortium may take up the aforesaid work in case the Consortium turns out to be the Contractor in the bid being invited by CRIS against aforesaid tender for the said purpose.
3. That the members of the Consortium have satisfied themselves that by pooling their technical know-how and technical and financial resources, the Consortium fulfils the Pre-Qualification/ eligibility criteria stipulated for a Bidder, to participate in the bid for the said tender process for aforesaid tender invited by CRIS.
4. That the Consortium have agreed to nominate LEAD MEMBER as the common representative who shall be authorized to represent the Consortium for all intents and purposes for dealing with the Government and for submitting the bid as well as doing all other acts and things necessary for submission of Bid Documents such as Tender Application Form etc., Mandatory Information, Financial Bid, etc., and such other documents as may be necessary for this purpose.
5. That if any change in the membership of the Consortium be required to be made by the members of the Consortium, the same shall be done with the consent of CRIS subject to the conditions as may be stipulated by them in this regard.
6. That in case to meet the requirements of Bid Documents or any other stipulations of CRIS, it becomes necessary to execute and record any other documents amongst the members of the Consortium, they undertake to do the needful and to participate in the same for the purpose of the said project.
7. That it is clarified by and between the members of the Consortium that execution to this Consortium Agreement by the members of the Consortium does not constitute any type of partnership for the purposes of provisions of the Indian Partnership Act and that the members of the Consortium shall otherwise be free to carry on their independent business or commercial activities for their own respective benefits under their own respective names and styles. This Consortium Agreement is limited in its operation to the specified project.
8. That the Members of the Consortium undertake to specify their respective roles and responsibilities for the purposes of implementation of this Consortium Agreement and the said Project, if awarded to the Consortium, to meet the requirements and stipulations of CRIS.

9. The Consortium formed will not be subject to alteration with regard to change in constituting firms and/or reorientation of roles. Any changes, if proposed by Consortium to take advantage of certain developments during evaluation stage will render the bid liable to be REJECTED.
10. All Partners of the consortium shall be jointly and severally liable to CRIS for the execution of the entire Contract in accordance with its terms.
11. The distribution of responsibilities in execution of Work and the percentage participation amongst various Partners of the Consortium for work against aforesaid tender invited by CRIS shall be as under:

#	Name of the Member	Role	Distribution of Responsibilities in Execution of Work	% Participation in the Project (in terms of Price)
1.		Lead Member		Minimum 51%
2.		Participant Member		
3.		Participant Member		
Total				100%

12. We authorize M/s..... having its Registered Office at....., being one of the Members of the Consortium, as the LEAD MEMBER and true and lawful Attorney of the Consortium (hereinafter referred to as the "Attorney").

We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise

of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us /Consortium.

IN FAITH AND TESTIMONY WHEREOF, THE PARTIES HERETO HAVE SIGNED THESE PRESENTS ON THE DATE, MONTHS AND YEAR FIRST ABOVE WRITTEN

<i>Signed, Sealed & Delivered For & on behalf of</i>	<i>Signed, Sealed & Delivered For & on behalf of</i>	<i>Signed, Sealed & Delivered For & on behalf of</i>
<i>Name of Company:</i>	<i>Name of Company:</i>	<i>Name of Company:</i>
<i>Lead Member</i>	<i>Participant Member</i>	<i>Participant Member</i>
<i>Seal & Signature:</i>	<i>Seal & Signature:</i>	<i>Seal & Signature:</i>
<i>Name of Signatory:</i>	<i>Name of Signatory:</i>	<i>Name of Signatory:</i>
<i>Designation:</i>	<i>Designation:</i>	<i>Designation:</i>
<i>Address:</i>	<i>Address:</i>	<i>Address:</i>

WITNESSES:

1.....

2.....

Enclosures:

Resolution/Power of Attorney of each of the Consortium Members:

- (i) *Authorizing Execution of the Consortium Agreement, and*
- (ii) *Appointing the authorized signatory for such purpose*

Annexure 13: Format for Bank Guarantee

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE / WARRANTY / ANNUAL MAINTENANCE CONTRACT

Date.....

Ref.....

Bank Guarantee No.....

To

Managing Director,

Centre for Railway Information Systems,

Chanakyapuri, New Delhi – 110021

Against contract vide Letter of Acceptance against Tender No..... dated..... for *Name of Work* (hereinafter called the said `contract) entered into between the MD/CRIS (hereinafter called the CRIS) and *Name and Address of Contractor* (hereinafter called the ‘contractor’) this is to certify that at the request of the Contractor: -

1. We..... Bank Ltd., are holding in trust in favour of the MD/CRIS, the amount of(write the sum here in words) to indemnify and keep indemnified the MD/CRIS against any loss or damage that may be caused or likely to be caused to or suffered by the MD/CRIS by reason of any breach by the Contractor of any of the terms and conditions of the said Letter of Acceptance / Contract and/or the performance thereof.

We agree that the decision of the MD/CRIS, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the MD/CRIS shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to MD/CRIS.

2. WeBank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.....(viz. The date up to 03 (Three) months after the last date of the Contract) and shall continue to be enforceable for another 06 (Six)months i.e. up to hereinafter called the ‘**said date**’ and that if any claim accrues or arises against us,Bank Ltd., by virtue of this guarantee on or before the said

date, the same shall be enforceable against us Bank Ltd.) provided that notice of any such claim has been given to us..... Bank Ltd., by CRIS on or before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from MD/CRIS.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of CRIS.
4. We undertake to pay to CRIS any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We.....Bank Ltd., further agree that the CRIS shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by CRIS against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contracts and we.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or omission on the part of CRIS or any indulgence by CRIS to the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. We.....Bank Ltd. further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said contractor or the Bank.
7. We.....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of CRIS under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till CRIS certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee unless demand or claim under

this guarantee is made on us in writing on or before the.....we shall
be discharged from all liability under this Guarantee thereafter.

Date:

Signature:

Place:

Name:

Witness:

Designation:

(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.

E-Mail Address:

Annexure 14: Non-Disclosure Agreement

(To be submitted on Contractor's letterhead along with the Bank Guarantee)

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on _____ by and between the undersigned parties on the date specified below, in relation to Letter of Acceptance No..... dated

Centre for Railway Information System having its registered/corporate office at Chanakyapuri, New Delhi - 110021 (hereinafter referred to as "Consignee" which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the first part

And

Name incorporated/registered under the **[Contractor's Name]** Name of the Act having its registered/corporate office at **[Address of the Contractor]** (herein referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators, and receivers) of the second part

WHEREAS both the Party possess certain confidential proprietary information;

AND

WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction in connection with the aforesaid Letter of Acceptance (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

AND

WHEREAS both the Parties desire to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. **"Confidential Information"**. For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access to by the

disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. **Non-disclosure Obligations.** The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

1. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
2. not to use any of the Confidential Information except for the Business Purposes.
3. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer, or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
4. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.
5. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
6. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
7. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
8. to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
9. to undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:

1. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or

2. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
3. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

IV. **Return of Confidential Information.** The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

V. **No Right to Confidential Information**

1. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
2. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, procedures, practices, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

VI. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.

VII. **No Commitment.** The disclosure of Confidential Information does not and is not intended to represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.

VIII. **Compelled Disclosure.** If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intervene and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the

preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.

- IX. **Losses.** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. **Communication:** The two parties agree that the communication between the parties is considered delivered to the other party if transmitted by fax or electronic means with proof of sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post-paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below or by e mail.
- XI. **Counterparts.** Either the original or copies of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- XII. **Term and Termination.** This Agreement shall commence on the date of signing of this agreement written below. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of three year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.
- XIII. **Remedies.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XIV. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Shall any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.

- XV. **No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way affect the full right to require such performance at any time thereafter.
- XVI. **Successors and Assigns.** This Agreement shall be binding on Party's Representatives, permitted assigns, and successors of the Parties and shall inure to the benefit of Representatives, assigns and successors of the Parties.
- XVII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India.
- XVIII. **Jurisdiction:** Courts in New Delhi only shall have jurisdiction.
- XIX. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- XX. **Legal Address of the Parties:**

Party A:

Party B:

Annexure 15: After Sales Service Centres

Date: __/__/____

To
Managing Director,
CRIS, Chanakyapuri,
New Delhi – 110021.

Ref: Tender No.

For : *Name of*
Work.....

Sir/Madam,

The service centres listed below are fully functional and equipped with spares and skilled manpower for providing satisfactory after sales services for the equipment supplied by us under this contract.

Consignee Location	Address of the nearest Service Centre	Name of Contact Person	Mobile & Landline Number of the Contact Person

Declaration by the signatory:

I hereby declare that I am duly authorised to make this representation on behalf of my organisation.

[Seal & Signature of the Authorized Signatory
as mentioned in Annexure 1: Bidder Self Declaration]

[Name of the Bidder's Authorized Signatory]

[Designation of the Bidder's Authorized Signatory]

For & on behalf of

[Full Name of the Bidder]

Annexure 16: Receipt & Final Acceptance Certificate

(for release of 100% payments as per clause 20.1)

Purchase Order No. & Date:

Name of Contractor:

Brief Description:

Details of the Site:

It is certified that the items detailed below have been received and accepted against the above-mentioned purchase order.

P.O. Sr. No.	Name of Product / Service / Licence / Software	Quantity / Unit

It is also certified that:

- All the supply/ delivery/ commissioning / training and all other contractual obligations under the contract / purchase order have been fulfilled/ completed by the contractor.
- Mail/Letter for license entitlement from OEM have been received (copy attached).
- The supplied quantity and duration of ATS / AMC / License are as per purchase order.
- The availability of Online Support portal/ telephonic support/ email support has been verified.

(Please strike off whichever is not applicable)

	Contractor	CRIS / Railways
Signature		
Name		
Designation		
Date		

Annexure 17: Receipt & Provisional Acceptance Certificate

(For release of 80% payments as per clause 20.2 . a.)

Purchase Order No. & Date:

Name of Contractor:

Brief Description:

The items listed below have been received against the above-mentioned purchase order on
.....date of supply

PO No.	Sr.	Name of Product / Service / Licence / Software	Quantity / Unit

It is also certified that:

- The above-mentioned items confirm to the specifications / requirements of the purchase order, and all the items required as per purchase order have been delivered to consignee as per terms and conditions of purchase order.
- Mail/Letter for license entitlement from OEM have been received (copy attached).
- The supplied quantity and duration of ATS / AMC / License are as per purchase order.
- The availability of Online Support portal/ telephonic support/ email support has been verified.

(Please strike off whichever is not applicable)

	Contractor	CRIS / Railways
Signature		
Name		
Designation		
Date		

Annexure 18: Receipt and Final Commissioning Certificate

(For release of 20% payments as per clause 20.2 . b.)

Purchase Order No. & Date:

Name of Contractor:

Brief Description:

Details of the Site

It is certified that the items detailed below have been successfully installed and commissioned against the above-mentioned purchase order.

PO No.	Sr.	Name of Product / Service / Licence / Software	Quantity / Unit

It is also certified that:

- The above-mentioned items confirm to the specifications / requirements of the purchase order, and all the items required as per purchase order have been delivered to consignee as per terms and conditions of purchase order.
- All the supply/ delivery/ commissioning / training and all other contractual obligations under the contract / purchase order have been fulfilled/ completed by the contractor.
- Mail/Letter for license entitlement from OEM have been received (copy attached).
- The supplied quantity and duration of ATS / AMC / License are as per purchase order.
- The availability of Online Support portal/ telephonic support/ email support has been verified.

(Please strike off whichever is not applicable)

	Contractor	CRIS / Railways
Signature		
Name		
Designation		
Date		

Annexure 19: Satisfactory Performance Certificate

(For Periodic Payment against AMC / ATS / AMS Contracts as per clause 20.3)

Purchase Order No. & Date:

Name of Contractor:

Brief Description:

Details of the Site:

Consignee:

Period From: **Period up to:**

It is certified that the AMC / ATS / AMS support during the relevant period has been satisfactory.

Penalties Applicable:

S. No.	Penalty Type	Occurrences	Penalty Amount (Rs.)	Remarks, if any
Total Penalty Amount (Rs.)				

*Please attach sheet showing performance parameters achieved, and the penalty calculations

It is certified that no other penalty is applicable for the selected period.

	Contractor	CRIS / Railways
Signature		
Name		
Designation		
Date		

Annexure 20: No Claims Certificate

(To be submitted by the Contractor)

Purchase Order No. & Date:

Name of Contractor:

Brief Description of Work:

The above contract has been completed in all respects, and I/We have no claim on the CRIS/ Indian Railways in respect of the said contract. The Security amount / Bank Guarantee of Rs. submitted vide details dt.
may therefore please be refunded to me/us.

Place:

Date:

Signature of authorized signatory:

Name of authorized signatory:

Name and full address of the contractor: