



भारतसरकार Government of India
रेलमंत्रालय Ministry of Railways
रेलवेबोर्ड (Railway Board)



No. 2024/RS(G)/779/11

Date: 11.09.2025

The General Managers, All Indian Railways/PUs, NF(C), CORE
DG, RDSO/Lucknow, NAIR/ Vadodara
PCAO, PLW/Patiala, RWP/ Bela
CAO, WPO/Patna, COFMOW

Sub: Indian Railway Standard (IRS) Conditions of Contract, 2025

Railway Board has approved revised Indian Railway Standard (IRS) Conditions of Contract, applicable to contracts related to procurement of goods by Railway units. This version, i.e., IRS Conditions of Contract, 2025, supersedes the previous IRS Conditions of Contract (September 2022), circulated vide Railway Board letter no. 2022/RS(G)/779/13 (E 3402809) dated 21.09.2022. IRS Conditions of Contract, 2025 are attached herewith as Annexure-A.

2.0 IRS Conditions of Contract, 2022 included provisions applicable both prior to and after contract formulation (Example: para 2502 pertaining to "Code of Integrity"). In the present version (IRS Conditions of Contract, 2025), an effort has been made to exclude provisions pertaining to the procurement process prior to contract formulation. Certain such provisions, including special conditions for running contracts, have been compiled and enclosed herewith as Annexure-B for guidance of Railway units. Suitable conditions in tender documents may be incorporated by Railway units on these aspects, if considered necessary. IRS Conditions of Contract, 2025 contain only those provisions that are applicable after contract formulation.

3.0 It is specifically highlighted that the tender conditions pertaining to following matters are not incorporated in the IRS Conditions of Contract, 2025:

- (a) Import/ Global Tender related specific conditions.
- (b) Specific conditions related to procurement of Machinery and Plant (M&P).
- (c) Conditions related to Joint Ventures (JV)/ Consortiums.
- (d) Goods and Services Tax (GST) during tender evaluation.
- (e) Price Variation Clause (PVC).

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- (f) Public Procurement (Preference to Make in India) Order, 2017 including the clause for damages.

Railway units need to include appropriate provisions for the above in the tender documents.

4.0 It is further specifically highlighted that the 'Dispute Resolution Clause' is not incorporated in the IRS Conditions of Contract, 2025. The revised tender conditions related to dispute resolution shall be issued separately.

5.0 This is issued with the concurrence of Finance Directorate of Railway Board and approval of Railway Board (MTRS).

DA: As above

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11/09/2025
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Tel. No. 011 23047529

No. 2024/RS(G)/779/11

Date: 11.09.2025

1. PFAs, All Indian Railways & Production Units.
2. The ADAI (Railways), New Delhi.
3. The Directors of Audit, All Indian Railways.

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For Member Finance,
Railway Board

LIST FOR DISTRIBUTION

Directors of all CTIs,
CMDs /MDs of all Railway PSUs/ autonomous bodies/ societies,
PCMMs, PCEs, PCMEs, PCEEs, PCSTEs, All Indian Railways & PUs, COFMOW,
CORE, WPO/Patna and RWP/Bela
Sr. Prof. (Material Management), NAIR, Vadodara, ED (Stores), RDSO, Lucknow
Chief Commissioner, Railway Safety, Lucknow
Zonal Railway Training Institute, Sukadia Circle, Udaipur

Copy to:

The Genl. Secy., AIRF, Room No. 248, & NFIR Room No. 256-C, Rail Bhavan
The Secy. Genl., IRPOF, Room No. 268, FROA, Room No. 256-D & AIRPOA, Room No. 256-D Rail Bhavan.

PSOs/Sr. PPSs/PPSs/ PSs to:

MR, MoSR(S), MoSR(R)
CRB&CEO, M(TRS), M(Infra), M(O&BD), M(F), Secretary/RB, DG (RHS), DG (RPF),
DG (HR), DG(Safety)
EDPG/MR, EDPG/MoSR(R), JDPG/MoSR(S)
All AMs, PEDs & Executive Directors of Railway Board.

ANNEXURE-A

INDIAN RAILWAYS STANDARD CONDITIONS OF CONTRACT, 2025

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1. General:

1.1 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 thereof.
- (b) Words in the singular 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 legislation, Government Policies or Orders shall be deemed to include all amendments to such instruments.
- (f) Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
- (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.

1.2 Definitions:

Unless the context requires otherwise, the following definitions shall apply in the Contract: (The main preferred term is within the inverted comma. Alternative equivalent terms used in certain contexts, if any, are listed in the brackets. Text within brackets is not considered for sort-order of terms)

- (a) "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance or letter of acceptance (LOA) of his tender.
- (b) "Agent" is a person employed to act for another or represent another (called the "Principal") in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of his Principal.
- (c) "Authorized e-procurement portal" is the web-based portal, being used by the Parties for exchanging online documents during the course of the formation of Contract and thereafter till its completion.
- (d) "Consignee" means:
 - (i) Where the Goods are required by the Contract to be dispatched by rail, road, air or steamer, the person specified in the Contract to whom they are to be delivered at the destination;
 - (ii) Where the Goods are required by the Contract to be delivered to a person

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as an interim Consignee for the purpose of dispatch to another person, such other persons; or

(iii) In any other case, the person to whom the Goods are required by the Contract to be delivered in the manner therein specified.

- (e) "Contract" ('Purchase Order' or 'Supply Order' or 'Rate Contract' or 'Running Contract' or 'Letter of Acceptance') means a formal legal agreement in writing for supply of Goods, the subject matter of Procurement, entered into between the Purchaser and the Contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of India; "Contract" includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender. Contract includes a repeat order which has been accepted or acted upon by the Contractor.
- (f) "Contractor" ('Supplier' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder') means the person with whom the Contract is entered into for supply and shall be deemed to include the Contractor's successors (approved by the Purchaser), agents, Sub-Contractor, representatives, heirs, executors and administrators as the case may be unless excluded by the terms of the Contract.
- (g) "Dispute" includes all or any of the commercial disputes arising out of this Contract, as defined in The Commercial Courts Act, 2015.
- (h) "Drawing" means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document or Contract.
- (i) "Goods" ('Stores' or Item(s) or 'Material(s)' in certain context) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock, assemblies, sub-assemblies, accessories, Modules or a set of Modules, Knocked Down Unit (KDU), a group of machines comprising an integrated production process or such other categories of Goods or intangible products like technology transfer, licenses, Computer Software (with licence), Information Technology Systems, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), procured or otherwise acquired by a Purchaser. The term "Goods" also includes works and services which are incidental or consequential to the supply of such Goods, such as transportation, insurance, installation, commissioning, training, and maintenance.
- (j) "Government" means the Central Government or a State Government, as the case may be.
- (k) "Inspecting Officer" means the person or organisation specified in the Contract for the purpose of Inspection of Goods under the Contract and includes his authorised representative.

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- (l) "Inspection" means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the Goods and comparing the same with the specified requirement to determine conformity.
- (m) "Intellectual Property Rights" (IPR) refers to the owner's rights against unauthorised possession/ exploitation by others of its tangible or intangible intellectual property. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, and Geographical Indications (GI).
- (n) "Material" means anything used in the manufacture or fabrication of the Goods.
- (o) "Particulars" include-
- (i) Specifications;
 - (ii) Drawings;
 - (iii) 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;
 - (iv) 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;
 - (v) Trade pattern, that is to say, a pattern, Goods conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardising authority or a general standard of the industry;
 - (vi) 'Proprietary mark' or 'brand' means the mark or brand of a product which is owned by an industrial firm;
 - (vii) Any other details governing the construction, manufacture or supply of Goods as may be prescribed by the Contract.
- (p) "Parties": The parties to the Contract are the Contractor and the Purchaser, as defined in Clauses 1.2(f) and 1.2(r) herein respectively.
- (q) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant Contract on behalf of the Purchaser.
- (r) "Purchaser" means the President of India in the case of Goods ordered for the Indian Government Railways and includes his successors and assignees.
- (s) "Scheduled Commercial Bank" means a bank listed in the Second Schedule of the Reserve Bank of India Act, 1934.
- (t) "Security Deposit" ('Performance Security' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the Contract.

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- (u) "Signed" means ink signed or digitally signed with a valid Digital Signature Certificate as per IT Act 2000 (as amended). It also includes stamped, except in the case of an acceptance of tender or amendment thereof.
- (v) "Site" means the place or location specified in the Contract at which any work (such as installation, commissioning etc.) is required to be executed by the Contractor under the Contract or any other place approved by the Purchaser for the purpose.
- (w) "Sub-Contractor" means any person from whom the Contractor may source any material or fittings or incidental works or services (including deployment of contractual labour, if any) for the performance of the Contract. The term "Sub-Contract" shall indicate obligations of such a Sub-Contractor towards the Contractor.
- (x) "Test" means such test as is prescribed by the particulars governing the construction, manufacture or supply of Goods as may be prescribed by the Contract or considered necessary by the Inspecting Officer- whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer. In case prove out of design before supply, including oscillation tests if required, is within the scope of supply of Contract, such activities are also included in "Test".
- (y) "Unit" and "Quantity" means the unit and quantity specified in the Contract.
- (z) "Warranty Security Deposit" means a monetary guarantee to be furnished by the contractor, if mandated in the contract, to ensure his performance of warranty obligations as per the Contract. The warranty security deposit can be prescribed to be in any acceptable form as for Security Deposit. This guarantee can be invoked by the Purchaser if the Contractor fails to fulfil contractual obligations during the warranty period.
- (aa) "Writing" or "Written" includes matter either in whole or in part, in manuscript, type-written, lithographed, cyclostyled, photographed or printed under or over signature or seal or digitally signed document in electronic form, as the case may be.
- (bb) "Year" shall mean calendar year (unless reference to financial year is clear from the context). "Week" shall mean a period of 7 days, "Month", a period of 30 days.

2. Contract:

2.1 Contract Documents and their Precedence:

The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the Contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- (a) Valid and authorized Amendments issued to the Contract;

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- (b) Contract Document (Purchase Order) and the Letter of Acceptance (LOA);
- (c) Tender Documents;
- (d) Special Tender conditions;
- (e) Technical Specifications as given in tender documents;
- (f) Drawings;
- (g) IRS Conditions of Contract;
- (h) General Tender Conditions/ Instructions to tenderers; and
- (i) Contractor's bid.

2.2 Scope of Supply:

- (a) This Contract is for the supply of the Goods of the description, specifications and drawings and in the quantities outlined in the Contract on the date or dates specified therein.
- (b) Unless otherwise specified, the Goods shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The Goods shall further be in all respects acceptable to the Inspecting Officer.
- (c) If so stipulated, the Contractor shall be required to perform specified incidental Works/ Services (e.g., Installation, Commissioning, Operator's Training etc. in case of Supply of Capital Goods/ Machinery & Plant) as an integral part of the Goods in the Contract.

2.3 Modifications/ Amendments to Contract:

- (a) Purchaser may amend the Contract, on written request (including request made through authorized e-procurement portal) from the Contractor or otherwise, by making alterations and modifications within the scope of the Contract, by a written order.
- (b) Any request for variation or amendment of the Contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the Contract incorporated in a formal instrument or in exchange of letters and signed by the Purchaser.
- (c) The communication by Purchaser may be through authorized e-procurement portal, if the said portal provides for the functionalities to make desired communication between the Parties.

2.4 Authority of person signing on behalf of the Contractor:

- (a) A person signing the tender or any other document in respect of the Contract on behalf of the Contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Contractor.
- (b) If it is discovered at any time that the person, so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy, terminate the Contract and hold such person and/ or the Contractor liable to the Purchaser for all costs and damages arising from such remedies, including

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