

		<p style="text-align: center;">भारत सरकार GOVERNMENT OF INDIA रेल मंत्रालय MINISTRY OF RAILWAYS पटियाला रेल इंजन कारखाना, पटियाला PATIALA LOCOMOTIVE WORKS, PATIALA</p>	
Integrated Bid Document (IBD) of PLW			
Document No. PLW-ET-BidDoc-R21		Date of issue: 15.10.2025	
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Our key information and contacts			
PAN	AAAGM0289C	Ministry of Railways	
GSTIN	03AAAGM0289C1ZT	State (Punjab)	
Address for financial matters: Payment, GST, Bank Guarantee, Demand Draft etc.	Principal Financial Adviser (PFA), Patiala Locomotive Works, Patiala-147003 (Punjab)		
Address for tender and contact	Office of Principal Chief Materials Manager (PCMM), Patiala Locomotive Works, Patiala-147003 (Punjab)		
Telephone	0175-2396000, 2396001		
Fax	0175-2306413		
website of PLW	www.plw.indianrailways.gov.in		
website for e-tenders	www.ireps.gov.in		

Section 1 : Instructions to Bidders for E-Tenders (IBET)	
1.1	On behalf of the President of India, the PCMM (Principal Chief Materials Manager), Patiala Locomotive Works, Patiala (herein after referred to as the 'Purchaser' or 'PLW' or 'Railways') invites electronic tenders (e-tenders) from potential bidders/suppliers (called synonymously as tenderer/vendor/firm) for the supply of items as mentioned in NIT (Notice Inviting Tender) and schedule of tender uploaded on the website of IREPS: www.ireps.gov.in .
1.2	Before submission of bid, Bidder should study all the terms and conditions mentioned in the tender document along with the files/document(s) attached with the tender. By submission of offer signed with the Digital Signature of the tenderer in IREPS website, It shall be considered that the tenderer has read, understood and accepted all terms & conditions of this Bid Document and the Tender Document including all conditions uploaded for the tender and corrigenda, if any, and undertake to abide by the same.
1.3	The process of Bidder Registration on IREPS, which is mandatory for submission of bids against E-tenders, is given on <i>Homepage</i> of website: www.ireps.gov.in . The detailed User manual for Vendors is also available in ' <i>learning center</i> ' link of this website.
1.4	The Contract/Purchase Order placed against this tender will be governed by all the conditions mentioned in schedule of tender and documents attached with the tender. Your digital signature on the e-bid will be considered as a confirmation that you have read and accepted all the conditions given in tender and attached document(s) unless specific deviation is quoted at appropriate place in the <i>Techno-commercial offer form</i> of the-e bid.
1.5	E-tender document consists of:
	(i) Integrated Bid Document (IBD) having five sections: <ol style="list-style-type: none"> 1. Instructions to bidders for e-tendering (IBET) 2. General Conditions of Contracts of Stores department (GCCS) 3. Special Conditions for procurement of M&P Items (SMP) 4. Guidelines for Electronic Reverse Auction 5. Annexures of Integrated Bid Document (IBD)
	(ii) IRS conditions of contract (Latest)
	(iii) Schedule of requirements (SOR) and attached Documents
	(iv) Notice inviting tender (NIT)
1.6	In case of any conflict between IRS conditions of contract (Latest), IBD and Tender document, the conditions of Tender document shall prevail. In case of any difference about the period of Guarantee/Warranty mentioned in specification and IRS conditions of contract (Latest), the higher Guarantee/Warranty period shall be applicable.
1.7	No tender cost will be taken for e-tenders.
1.8	Only those bids, which are received in electronic mode (i.e. duly uploaded and digitally signed by bidders on IREPS website), will be considered. Manual bids (sent by post/Fax/email/person) shall not be entertained / considered against e-tenders even if these are submitted on the letter head of bidder and are received before closing time of tender. All such manual bids shall be considered as invalid offers and shall be summarily rejected.
1.9	All the mandatory fields of the <i>Techno-commercial offer form</i> and <i>Financial offer form</i> must be filled-in by the bidder. The various components of price (Basic rate, Taxes & Duties, Packing charges, Forwarding charges, Freight etc.) should be clearly indicated separately in the respective field of the <i>Financial offer form</i> . If there are any <i>other charges</i> , their nature should be specified. Landed rate (i.e. all-inclusive rates on FOR-destination basis) shall be automatically calculated by the system and shown to the bidder before final submission of bid.

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1.10	The unit of rate shall be as indicated in the tender schedule and Bidders are required to quote in this unit only (i.e. Number, set etc.). Any deviation in this aspect will make the offer is liable to be ignored. The price for indigenous tenders (i.e. other than Global tenders) should be quoted in Indian Rupees only otherwise the bid will be rejected.
1.11	Bidders should mention discount, if any, at the specified place in the <i>Financial offer form</i> only, instead of writing anywhere else in the bid or in the attached documents. Discounts mentioned at any other place than Rate page of e-bid (<i>Financial offer form</i>) will be ignored for assigning the inter-se ranking of bids. Further, conditional discount(s) linked with: Quantity, Payment, Inspection agency, Delivery place etc. will not be considered while assigning the inter-se ranking of bids. However, Purchaser reserves the right to avail any such conditional discount for placement of Contract and/or for counter-offering to the successful bidder(s).
1.12	The rates filled-in by the bidder on <i>Financial offer form</i> will be considered as final. The rates and other conditions of bid having financial implication mentioned elsewhere in the bid (such as attached documents or on other pages of e-bids) will not be taken into consideration.
1.13	Bidder can submit a revised bid at any time before the closing date & time of tender and in such a case, the last revised bid, which is deemed to supersede all previous bids, shall only be tabulated by system for inter-se ranking and the same shall be considered valid for its evaluation.
1.14	Mode of dispatch preferred by Purchaser is: <i>by Road on FOR-destination basis</i> . Bidders should quote accordingly and freight charges, if any, should be clearly indicated in <i>Financial offer form</i> otherwise it will be assumed that the freight charges are zero/Nil or the freight charges will be borne by bidder/supplier. If a bidder mentions zero freight charges in the rate page and elsewhere in the bid mentions delivery terms as FOR: station of dispatch, then no freight charges will be payable and therefore freight charges will have to be borne by the supplier.
1.15	Bidder should read the delivery period and schedule given in the tender schedule and quote accordingly. Vague Delivery terms like 2/32 weeks etc. must be avoided and if quoted so, the bid may be taken by Purchaser as commercially unresponsive making it liable for rejection.
1.16	Mode and Method of payment
1.16.1	Payment shall be made through NEFT/RTGS only. No payment shall be issued through Cheque/Demand Draft/Cash. Bidders should submit their consent for same in prescribed mandate form (as per Annexure: A-5.3 of this bid document) for payment through NEFT/RTGS. Bidders should note that PO (Purchase Order) cannot be issued without this mandate form.
1.16.2	Payment though LC (Letter of Credit) in domestic/indigenous contracts (if mentioned in tender document)
(a)	In addition to the normal system of payment though NEFT / RTGS (100 % against Receipt Note or partial advance payment (80-90-95% against Receipted Challan and Inspection certificate), the option of getting payment through LC will be available in contract placed against this tender.
(b)	The bidder, at the time of bidding itself, shall exercise an option in writing by making unconditional acceptance of these conditions in favor of taking payment due against the tender, through LC arrangement. The option so exercised will be an integral part of the bid and Such option once exercised, shall be final and no change shall be permitted, thereafter, during the execution of contract.
(c)	Type of LC shall be sight LC. SBI shall be banker of Purchaser (Issuing Bank of LC) for opening of LC and its operation till final execution of the contract.
(d)	The incidental cost @ 0.15% of LC value (or as applicable at time of opening/extension of LC) towards issue of LC and operation thereof, shall be borne by the supplier/contractor and the same shall be recovered from their bills.

(e)	The schedule of payment liability arising in the contract shall be established by the Purchaser based on the prescribed delivery schedule/stages of supply.																		
(f)	The acceptable and agreed-upon document for payments to be released under LC, shall be a DA (Document of Authorization).																		
(g)	The supplier/contractor shall submit their bill(s) for the completed supply to the Bill processing authority mentioned in the contract who will issue DA to enable the supplier to claim the authorized amount from their banker (Advising Bank). For getting payment as per terms and conditions of LC, the claim of supplier shall comprise: DA, Bill of exchange and Invoice.																		
(h)	The supplier/contractor shall indemnify and save harmless Purchaser/Railways from and against all the losses, claims and demands of every nature and description brought or recovered against the Purchaser/Railways by reason of any act or omission of the supplier/contractor, his agent or the employees in relation to the LC. All the sums payable /borne by the Purchaser/Railways on this account shall be considered as reasonable compensation and paid by supplier/Contractor. The bank shall also recover any amount as may be advised by Purchaser/Railways against the supplier/contractor.																		
1.17	<p>Validity of bid:</p> <p>Unless otherwise specified, the bids should be kept open valid for the following time period :</p> <table border="1" data-bbox="341 813 1428 913"> <thead> <tr> <th>Type of tender</th><th>Period after closing date of tender</th></tr> </thead> <tbody> <tr> <td>Limited & Single</td><td>90 days</td></tr> <tr> <td>Open, Global and M& P</td><td>120 days</td></tr> </tbody> </table> <p>Any bid having lesser validity shall be deemed as commercially unresponsive and is liable to be rejected.</p>	Type of tender	Period after closing date of tender	Limited & Single	90 days	Open, Global and M& P	120 days												
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1.18	<p>The bidder must fill in the <i>Techno-commercial offer form</i> (consisting of : Eligibility criteria, Terms & Conditions, Performance statement, Deviation statements, Check- list & Special conditions etc.), <i>Financial offer form</i> and attach the scanned copies of following documents :</p> <table border="1" data-bbox="341 1149 1428 1912"> <tbody> <tr> <td>(i)</td><td>Authorization letter from OEM (Original Manufacturer) in case of an agent/ dealer.</td></tr> <tr> <td>(ii)</td><td>Performance statement for supplies made against Purchase Orders placed by PLW or any other unit of Indian Railways for supply of same/similar item in preceding three years, with relevant supporting documents (Purchase Orders, Inspection certificates, Receipt Notes, User-feedback etc.)</td></tr> <tr> <td>(iii)</td><td>Details of M & P (Machinery and Plant), Testing facilities, QAP (Quality assurance Plan) and technical manpower available.</td></tr> <tr> <td>(iv)</td><td>Letter of latest approval from concerned approval agency of tendered item.</td></tr> <tr> <td>(v)</td><td>Commercial documents such as GSTIN registration, PAN card, Udyam Registration Number & Certificate.</td></tr> <tr> <td>(vi)</td><td>Current and Valid Registration certificates of Indian Railways indicating trade groups of items.</td></tr> <tr> <td>(vii)</td><td>Certificate of registration as MSE from the organizations (mentioned in clause 1.21.1) indicating category of ownership (SC/ST/others) and validity of registration (if applicable).</td></tr> <tr> <td>(viii)</td><td>Bidder's own Drawing/Specification, Product catalogue and Technical data-sheet of their quoted item and in case of deviation/alternative design comparison-chart for proving equivalence of quoted product with respect to the drawing/specification of tender.</td></tr> <tr> <td>(ix)</td><td>Any other relevant document (s) to establish the credentials of the bidder regarding technical capability and financial capacity to manufacture & supply the tendered item to Purchaser.</td></tr> </tbody> </table> <p><i>Bidder should attach only those documents which are directly related to the tendered item and tender.</i></p>	(i)	Authorization letter from OEM (Original Manufacturer) in case of an agent/ dealer.	(ii)	Performance statement for supplies made against Purchase Orders placed by PLW or any other unit of Indian Railways for supply of same/similar item in preceding three years, with relevant supporting documents (Purchase Orders, Inspection certificates, Receipt Notes, User-feedback etc.)	(iii)	Details of M & P (Machinery and Plant), Testing facilities, QAP (Quality assurance Plan) and technical manpower available.	(iv)	Letter of latest approval from concerned approval agency of tendered item.	(v)	Commercial documents such as GSTIN registration, PAN card, Udyam Registration Number & Certificate.	(vi)	Current and Valid Registration certificates of Indian Railways indicating trade groups of items.	(vii)	Certificate of registration as MSE from the organizations (mentioned in clause 1.21.1) indicating category of ownership (SC/ST/others) and validity of registration (if applicable).	(viii)	Bidder's own Drawing/Specification, Product catalogue and Technical data-sheet of their quoted item and in case of deviation/alternative design comparison-chart for proving equivalence of quoted product with respect to the drawing/specification of tender.	(ix)	Any other relevant document (s) to establish the credentials of the bidder regarding technical capability and financial capacity to manufacture & supply the tendered item to Purchaser.
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1.19	Bidder is advised to ensure that address furnished by him for getting DSC (Digital Signature Certificate) from accredited agencies is same as that furnished to the Purchaser and available with the centralized source/vendor approving authorities such as RDSO/CLW/BLW/ICF/RCF/CORE. They are further advised that while registering themselves on IREPS website for participation in E-tenders, the same address is entered to avoid any vitiation of information and its consequent effect on the contract.										
1.20	Procurement from Manufacturer's authorized agents/distributors										
1.20.1	Only original manufacturers (OEM) or their authorized agent/dealer/distributor is permitted to bid in tender. In case bidder is an agent/dealer/distributor of OEM, they should attach tender specific authorization from OEM with its name and address failing which their bid is liable to be ignored. Post-tender authorization certificate (issued after tender closing date) will not be accepted. Such bidders shall be required to submit documents relating to % local content and place/location of local content addition of their OEM along with the offer.										
1.20.2	Neither one agent can represent two OEMs nor can one OEM authorize two agents. Purchaser reserves the right to reject both bids in such cases.										
1.20.3	Where a manufacturer appoints an agent/dealer/distributor on the basis of a written agreement with him for a specific territory or specific set of items, they shall give an undertaking to the following effect. <table border="1"> <tr> <td>i.</td><td>Pre-inspection, if applicable, will be done by RITES/RDSO/CLW (or any other Inspecting agency mentioned in contract) at the premises of the OEM. Inspecting agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made at the manufacturing premises of the OEM and not in the Warehouse/Godown/Shop of the agent/ dealer/distributor.</td></tr> <tr> <td>ii.</td><td>Direct dispatch from the premises of the manufacturer to the consignee after issue of inspection certificate.</td></tr> <tr> <td>iii.</td><td>Submission of OEM's TC/GC (Test and Guarantee Certificate) with each lot of supply.</td></tr> <tr> <td>iv.</td><td>Price of the authorized agent/dealer/distributor will not exceed to what the OEM would have quoted.</td></tr> <tr> <td>v.</td><td>OEM should confirm that no company/firm/individual other than M/s.....(Name of the Bidder) is authorized to represent them against this specific tender and OEM shall take full responsibility for supplies made by bidder including warranty obligation as per contract.</td></tr> </table>	i.	Pre-inspection, if applicable, will be done by RITES/RDSO/CLW (or any other Inspecting agency mentioned in contract) at the premises of the OEM. Inspecting agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made at the manufacturing premises of the OEM and not in the Warehouse/Godown/Shop of the agent/ dealer/distributor.	ii.	Direct dispatch from the premises of the manufacturer to the consignee after issue of inspection certificate.	iii.	Submission of OEM's TC/GC (Test and Guarantee Certificate) with each lot of supply.	iv.	Price of the authorized agent/dealer/distributor will not exceed to what the OEM would have quoted.	v.	OEM should confirm that no company/firm/individual other than M/s.....(Name of the Bidder) is authorized to represent them against this specific tender and OEM shall take full responsibility for supplies made by bidder including warranty obligation as per contract.
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1.20.4	The bidder should give the particulars (such as Name, Full address, Telephone No. Email etc) of their local/liaison agents, if any, in the e-bid itself.										
1.20.5	Bidders should quote as per inspection clause mentioned in tender document. The place of inspection will be: at the works of OEM before dispatch of material. The bidders/suppliers are expected not to offer/seek any deviation from the Inspection Clause mentioned in the tender/contract.										
1.20.6	Bidder shall indicate the place of manufacturing of tendered item (or part thereof) and shall also indicate the place of inspection in the bid itself. The bidder shall also submit documentary evidence regarding the ownership/tie-up of place where tendered item or part thereof is to be manufactured or will be offered for inspection. Bid without these details is liable to be rejected.										
1.20.7	The bid without above information (clauses 1.20.3 to 1.20.6) will be liable to be rejected. However the offers from agent/dealer/distributor that Purchase Order is to be placed on their OEM will be acceptable.										
1.20.8	For items of category: COTS (Commercially off-the shelf: Retail and market-grade low value items), the clause from 1.20.1 to 1.20.7 shall not be applicable and the following conditions will be applicable for tenders of such items, in lieu of them. <table border="1"> <tr> <td>(i)</td><td>The bidder should mention: Name of OEM, Brand of offered product and its MRP (Maximum Retail Price) in the bid along with copy of wrapper/packing, if feasible.</td></tr> <tr> <td>(ii)</td><td>The supply should be made in original packing with clear indication of Make, Name of manufacturer, MRP and Expiry date on it.</td></tr> </table>	(i)	The bidder should mention: Name of OEM, Brand of offered product and its MRP (Maximum Retail Price) in the bid along with copy of wrapper/packing, if feasible.	(ii)	The supply should be made in original packing with clear indication of Make, Name of manufacturer, MRP and Expiry date on it.						
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(iii)	The supplier should also furnish undertaking that: “The item supplied by me/us is original and genuine. If the supply is found spurious at any stage during its use, I/we will replace the full unused quantity with new stock.”
1.20.9	In a tender either the Agent on behalf of the Principal/OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In cases where both principal/OEM and their agent participate in bidding for same item/product, any or both the bids shall be liable to be rejected.
1.20.10	If a manufacturer participates in e-tender and mentions in its offer that order may be placed on some other firm then in such case, the firm/ agent on whom order is to be placed will be required to submit the requisite Security Deposit before issue of PO. If the manufacturer happens to be an MSE, then an order placed on an agent against the offer will be considered as an order placed on an MSE. But in such cases, no benefit which would otherwise have been extended to the MSE, will be extended to the firm/agent.
1.21	Purchase preference & Privileges for MSE (Micro and Small Enterprises), Startups and Make in India vendors
1.21.1	MSEs who are interested to avail the benefits such as Purchase Preference, must submit Udyam Registration Certificate failing which they shall not be provided benefits available to MSEs as contained in Public Procurement Policy for MSEs order 2012, issued by MSME.
1.21.2	MSEs must also indicate the terminal validity date of their registration (if applicable) and the ownership category of registration (SC/ST/others).
1.21.3	In tenders, MSE's quoting a price within price band of L-1+15% shall be allowed to supply a portion of the requirement by bringing down their price to that of L-1 bidder in a situation where L-1 price is from someone other than a MSE and such MSEs can be together ordered upto 25% of the total tendered value provided such participating MSEs are registered with agency mentioned in clause 1.21.1. In case of more than one Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).The target is 25% of annual procurement from MSEs (Not in the specific tender). A sub-target of 4% of annual procurement from MSEs is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs and 3% of annual procurement from MSEs is earmarked for procurement from MSEs owned by women entrepreneur. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will also be met from other MSEs.
1.21.4	The bidder/vendor, who fails to submit the Udyam registration certificate will not be considered eligible for consideration of benefits detailed in Government of India Notification dated 23.09.2012:“Public Procurement Policy for MSE Order 2012”. Further, Traders/Distributors/Sole Agents/Works Contract will also not be allowed the benefits of the aforesaid policy of MSE.
1.21.5	While considering orders on vendors of <i>Start-ups</i> (whether of MSE category or otherwise), the criterion of prior turnover and prior experience will stand relaxed, subject to their bid meeting of quality and technical specifications. However, this relaxation will not apply for special circumstances (like procurement of item related to Public safety/health. Critical security operations & equipments etc.)
1.21.6	Provisions applicable for items to be procured under Public procurement (Preference to Make in India)
(i)	<p>All Conditions/Provisions as mentioned in the Public procurement (preference to Make in India) order-2017- Revision order no P-45021/2/2017-PP (BE-II)-Part (4) Vol. II dated 19.07.24 attached as Annexure A-5.7 and Railway Board Letter no. 2025/RS(G)/779/3 (E3488356) dated 02.05.2025 shall be applicable.</p> <p>Concurrent application of Public procurement policy for Micro and Small Enterprise order, 2012 and Public Procurement (Preference to Make in India) order 2017 will be applicable as per Rly. Bd's letter No. 2020/RS (G) 779/2 (E3319159) dated 03.07.2023 (Annexure A-5.11 attached). In case of any conflict between IRS conditions of contract (Latest) and other conditions/ clauses of IBD, the conditions in Para 1.21.6 shall prevail unless otherwise mentioned in tender schedule.</p>

(ii)	The tenders having estimated value less than Rs.5 lakhs shall be exempted from this policy(Purchase preference to <i>Make in India</i>).
(iii)	<p>Purchase preference for <i>IT & Electronics products</i> under 'Make in India' policy will be governed as per as per MEITY's Notification No.43/4/2019-IPHW-MeitY dated 07.09.2020 as amended.</p> <p>Purchase preference for Medical devices will be governed as per as per Railway Board's No. 2020/RS(G)/779/2-Part(1) (E-3322671) dated 02.07.2024 & 21.02.2025 as amended and that for drugs will be governed as per as per Railway Board's No. 2020/RS(G)/779/2-Part(1) dated 28.08.2024 & 28.01.2025 as amended.</p>
(iv)	Fee for filing a complaint under <i>Public Procurement Order-2017 (preference to make in India)</i> shall be Rs.10,000 per case. The complaint shall be filed in the office of the PCMM/PLW- Patiala. The fee shall be deposited with the office of the PFA/PLW- Patiala.
(v)	If a bidder wants to avail preference under this policy (<i>Make in India</i>), they should submit necessary & relevant documents in support of their claim alongwith its e-bid. The onus for furnishing correct information regarding Local content etc and proving the same shall be on the bidder.
(vi)	In cases of procurement for a value in excess of Rs.10 Crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content in the prescribed format as per Annexure: A-5.8.
1.21.7	<p>The tenderers shall submit a copy of certificate stating that all their statements/documents submitted along with bid are true and factual. Standard format of certificate to be submitted by the bidder is enclosed as Annexure: A-5.10. Non submission of above certificate by the bidder shall result in summarily rejection of his/their bid. It shall be mandatorily incumbent upon the tenderer to identify state and submit the supporting documents duly self attested/digitally signed by which they/he is qualifying the Qualifying Criteria mentioned in the Tender Document.</p> <p>It will not be obligatory on the part of Tender Committee/ Accepting Authority to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.</p> <p>It is mandatory for the bidder to submit ANNEXURE: A-5.10 while submitting the offer. The declaration given in the tender by bidder in digitally signed form or uploading of signed copy of Annexure: A-5.10 with offer has the same weightage.</p>
1.22	Opening of tender
1.22.1	Electronic tender boxes will be opened only after closing time of tender. No bidder is required to be present in the office of Purchaser for tender opening of e- tender. They can see their own bid and financial tabulation statement (in case of advertise tenders: Openand Global) from their log-in on the website of IREPS.
1.22.2	Normally the tenders will be opened on same date after closing time of tender but sometimes due to unavoidable reasons (such as Holiday, Breakdown of server etc.) tenders can be opened after closing date also but bidder need not worry as it is ensured by automatic locking of e-tender box by system that no bids are submitted after closing date & time of tender. There is no scope of any late or delayed bid in e-tender.
1.23.1	Earnest Money Deposit (EMD) for Stores Tenders:
1.23.1.1	<p>EMD amount shall be mentioned in all tenders irrespective of the nature of the tender as per the clause 1.23.1.3 below. EMD wherever required is to be submitted online only through the payment gateway as available on IREPS website. EMD in the form of Cash/Demand Draft/Cheque/BG/FDR etc. will not be accepted.</p> <p>There shall be no exemption from submission of EMD for any tender or by any tenderer, subject to provision under clause 1.23.2.6 below, except following:</p> <p>(a) (i) EMD shall normally not be called against limited tenders with estimated value up to Rs. 25 lakhs (including single tenders, global limited tenders). (ii) If considered necessary, authority competent to issue tender may incorporate the condition to call for EMD even in such limited tenders, on case to case basis.</p> <p>(b) Micro and Small Enterprises (MSEs) having valid UDYAM Registration</p>

	<p>Certificates irrespective of relevance of product category.</p> <p>(c) Other Railways and Government Departments in terms of Railways Board's letter No. 2004/RS (G)/779/11 dated 24.07.2007.</p> <p>(d) Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS (G)/363/1 dated 08.04.1993.</p> <p>(e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No.2003/ RS(G)/779/5 dated 10.09.2004.</p> <p>(f) Vendors registered with Railways for the trade group of the item tendered.</p> <p>(g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.</p> <p>(h) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.</p> <p>(i) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.</p>	
1.23.1.2	Offers submitted without EMD shall be summarily rejected.	
1.23.1.3	EMD amount shall be as per below :	
	Estimated value of tender	EMD (rounded off to nearest higher Rs.10(ten))
	Above Rs.25 lakh and up to Rs.50Cr.	@ 2% of the estimated value of the tender subject to Max. Rs.20 lakh.
	Above Rs.50 Cr.	Rs.50 lakh.
1.23.1.4	Automatic release of EMD where ever due :	
	<p>(1) EMD shall be refunded when any one of the following conditions is satisfied.</p> <p>(a) Validity of offer expires and validity extension is not sought.</p> <p>(b) Validity of offer expires and bidder refuses to extend validity of offer.</p> <p>(c) After finalization of the first stage, i.e. technical evaluation in case of two stage or two packet tenders (including e-RA), if the bidder is declared unsuccessful or unsuitable.</p> <p>(d) After finalization of tender, the bidder is an unsuccessful bidder.</p> <p>(e) After finalization of the tender successful bidder submits required SD.</p>	
	(2) EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion. The Purchaser may initiate the process of release just after the EMD is due for release.	
	(3) System for online release of EMD has been rolled out by CRIS. Automatic release of EMD of unsuccessful tenderers should be ensured.	
1.23.1.5	Bidders seeking exemption from payment of EMD should submit documentary evidence in support of their claim.	
1.23.1.6	When a bidder withdraws or revises/modifies the bid within its validity period, Purchaser shall have the right to forfeit EMD.	
1.23.1.7	EMD of unsuccessful bidders will be returned to them after decision of tender. EMD will be refunded to the successful bidders on receipt of SD (Security Deposit) or may be retained for adjustment towards SD. No interest will be payable by purchaser on refund of EMD.	
1.23.1.8	In case of refund of EMD submitted in foreign currency, the refund will be made in equivalent Rupee amount calculated only at the <i>BC selling exchange rate</i> as on the date of tender closing. There will be no re-conversion of the EMD amount at the exchange rate prevailing on date of refund.	
1.23.2	Security Deposit (SD)/Performance Security for stores Contracts except M&P:	
1.23.2.1	There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:	
	a) The Store contract cases of value up to Rs.25 (Twenty five) lakh.	

	b) Other Railways and Government Departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.2007.						
	c) Indian Ordnance Factories in terms of Railway Board's letter No. 92/RSS(G)/363/1 dated 08.04.1993.						
	d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No. 2003/RS(G)/779/5 dated 10.09.2004.						
	e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD.KVIC and ACASH shall be exempted from SD for items supplied by them.						
	f) Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for orders valued upto their monetary limit of registration.						
	g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.						
	h) Vendors registered with Railways for supply of medicine, medical equipments and Consumables shall be exempted from submission of SD for these items.						
1.23.2.2	Security Deposit (SD) amount shall be as per below :						
	<table> <tr> <th>Contract value</th><th>SD (rounded off to nearest higher Rs.10 (ten))</th></tr> <tr> <td>Above Rs.25 lakh and upto Rs.50 Cr.</td><td>@ 5% of contract value subject to Max.Rs.50 lakh.</td></tr> <tr> <td>Above Rs. 50 Cr.</td><td>Rs. 1 Cr.</td></tr> </table>	Contract value	SD (rounded off to nearest higher Rs.10 (ten))	Above Rs.25 lakh and upto Rs.50 Cr.	@ 5% of contract value subject to Max.Rs.50 lakh.	Above Rs. 50 Cr.	Rs. 1 Cr.
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Above Rs.25 lakh and upto Rs.50 Cr.	@ 5% of contract value subject to Max.Rs.50 lakh.						
Above Rs. 50 Cr.	Rs. 1 Cr.						
1.23.2.3	Railways may raise the upper ceiling of Security Deposit (SD), up to 5% of the contract value in high value cases. (Authority: Railway Board letter No. 2020/RS (G)/779/16 dated 27.02.2024.)						
1.23.2.4	Security Deposit should remain valid for a minimum period of 60 days beyond the date of completion of all the contractual obligations of the supplier, including warranty obligations.						
1.23.2.5	<p>Security Deposit from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the Purchaser. In the event of successful tenderer(s) failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, it shall be lawful for the Purchaser:</p> <p>(i) To automatically adjust the EMD submitted by such successful tenderer(s) towards SD.</p> <p>(ii) In cases where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt with as that of withdrawal of offer by the tenderer.</p> <p>(iii) In case, the firm is exempted from submitting EMD as per Para 1.23.1.1 above and the firm withdraw or modify their offers during the period of validity as per Para 1.23.1.6 above or fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security 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 any unit of Indian Railways published during this period.</p>						
1.23.2.6	<p>i. All vendors, exempted from submitting EMD, as per Para1.23.1.1 above, irrespective of type of tenders, i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure: A-5.6 of IBD.</p> <p>ii. There shall be no exemption to such bidders from submitting EMD and SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.</p> <p>iii. The disqualification procedure and all correspondence thereof shall be online and digital.</p> <p>iv. This Para shall not be applicable for Govt. Departments/ordnance factories/ other Railways/Railways PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/administratively.</p> <p>v. Wherever SD has been exempted, for any reason, and the supplier fails to supply</p>						

	goods as per conditions of contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non-exempted vendor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly.								
1.23.2.7	Purchaser should ensure that the contracts are worded so as to conclude severable contracts for each lot. In case of failure by contractor to meet deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. Authority available to Consignee/Depot officer vide Para 27 & 28 of Railway Board's letter no. 88/RS(G)/779/14 Pt. dated 06.01.2017 shall continue. Note: Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions.								
1.23.2.8	Risk Purchase clause shall not be applicable.								
1.23.2.9	The purchaser shall release the security deposit without any interest to the contractor on completing all contractual obligations, including the warranty obligations, if any. Alternatively, for the duration of Warranty obligations, upon the contractor submitting a suitable separate Warranty Security deposit, the original Performance Guarantee Security shall be released mutatis mutandis.								
1.23.3	Mode of payment for SD:								
	SD can be paid in any of the manner prescribed below:								
	<table border="1"> <tr> <td>(i)</td><td>FDR/TDR (Fixed/Term Deposit Receipt) or Bank Guarantee (BG) from any of the Nationalized/scheduled Bank. The FDR/TDR must be issued with auto renewal facility.</td></tr> <tr> <td>(ii)</td><td>Bonds of Indian Railway Finance Corporation or KRCL Bonds. (In case of Bonds issued under non-cumulative interest scheme, postdated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due).</td></tr> <tr> <td>(iii)</td><td>Government Securities and</td></tr> <tr> <td>(iv)</td><td>A deposit in the Post Office Saving Bank.</td></tr> </table>	(i)	FDR/TDR (Fixed/Term Deposit Receipt) or Bank Guarantee (BG) from any of the Nationalized/scheduled Bank. The FDR/TDR must be issued with auto renewal facility.	(ii)	Bonds of Indian Railway Finance Corporation or KRCL Bonds. (In case of Bonds issued under non-cumulative interest scheme, postdated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due).	(iii)	Government Securities and	(iv)	A deposit in the Post Office Saving Bank.
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	FDR/TDR should be drawn in favor of PFA/ PLW-Patiala only and to be submitted to the office of PCMM/PLW-Patiala. Formats of BG for SD are given in Annexure: A-5.1.								
1.23.4	The delivery period in Store Procurement cases shall be reckoned from the date of issue of Advance PO/Letter of Advance Acceptance/Letter of Acceptance.								
1.24	Drawings and Specifications:								
1.24.1	The drawings and specifications as mentioned in the tender schedule are attached with the tender document but general specifications such as IS, DIN, ASTM etc will have to be arranged by the bidder on their own and same shall not be provided by purchaser. In some cases where size of file for drawing/specification is too large to be uploaded on IREPS website, these will be made available in softcopy (CD) which may be obtained from the office of Purchaser.								
1.24.2	Bidders who download the tender documents from website will ensure that no alteration is made in their contents								
1.24.3	If a bid is submitted by bidder with their own Drawing No./Part No/Specification, then they should submit technical details (drawings/specification/catalogue etc.) of their quoted product with the justification about their bid being in conformity with the requirements of tender Drawing/Specification of the tender. A comparison-chart should be prepared by bidder himself and attached with e-bid for proving the equivalence of quoted product with respect to the drawing/specification of tender. Technical deviation from drawing /specification of the tender, if any, should be clearly mentioned in the <i>Techno-commercial offer form</i> at the appropriate place (Technical Deviation Statement) of e-bid.								

1.25	Instructions and conditions for GST (Goods and Services tax)																						
1.25.1	All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law.																						
1.25.2	In case the successful bidder is not liable to be registered under CGST/IGST/UTGST/SGST acts, the Railway (Purchaser) shall deduct the applicable GST from his/their bills under <i>Reverse Charge Mechanism</i> (RCM) and deposit the same to the concerned tax authority.																						
1.25.3	When mentioned in the tender : <i>The tendered item pertains to Rail Locomotive Part/component category and it is needed by Purchaser (Indian Railways) for their own end use (i.e. not for outside sale)</i> and therefore the bidder should quote rate of GST accordingly for the items of such tender. For tenders of other items, the bidder should indicate GST classification of tendered goods/services, in support of their quoted rate of GST. The onus for any misclassification will lie with the bidder and no correspondence in this regard will be entertained after closing of tender. Any change by bidder in the rate of GST after closing of tender, will tantamount to withdrawal of bid and make it liable for rejection including forfeiture of EMD (Earnest Money Deposit).																						
1.25.4	The bid shall be evaluated based on the GST rate as quoted by each bidder and the same will be used for determining inter-se ranking. While submitting bid, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN/SAC. Purchaser shall not be responsible for any misclassification of HSN/SAC or incorrect GST rate, if quoted by the bidder.																						
1.25.5	Wherever the successful bidder invoices the goods/services at GST rate or HSN/SAC which is different from that incorporated in the Purchase order (PO), payment shall be made as per GST rate which is lower of the GST rate incorporated in PO or billed. The supplier will be required to adjust his basic price to the extent required by higher tax billed as per invoice to match the all-inclusive price as mentioned in PO.																						
1.25.6	Any amendment to GST rate or HSN/SAC in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN/SAC , under SVC (Statutory Variation Clause).																						
1.25.7	If the supplier does not deposit the tax taken/charged from PLW on account of GST, to the GST authorities as per time-schedule given in GST act and MOR (Ministry of Railways) is unable to claim <i>input tax credit</i> (ITC) due to this failure on part of supplier then Purchaser (PLW) will have a right to recover the equivalent amount of paid tax (alongwith interest) from any pending bills of supplier.																						
1.25.8	Bidder should provide the following details in e-bid itself: GSTIN, full address of place from where supply would be made, email and mobile number in their bid. Unregistered vendor is also required to provide all the other details (except GSTIN) alongwith its annual turnover of last three financial years.																						
1.25.9	<p>All the bills and invoices (for transactions of goods and services) submitted by supplier shall contain the under-mentioned information:</p> <table border="1"> <tr> <td>(i)</td><td>GST Identification Number(GSTIN), Name & address of supplier</td></tr> <tr> <td>(ii)</td><td>Serial No. of invoice and its date</td></tr> <tr> <td>(iii)</td><td>GSTIN, Name & address of Recipient</td></tr> <tr> <td>(iv)</td><td>HSN code or SAC : accounting code of goods/services</td></tr> <tr> <td>(v)</td><td>Description, Unit, Quantity and Rate</td></tr> <tr> <td>(vi)</td><td>Reference of PO (Purchase order)/contract</td></tr> <tr> <td>(vii)</td><td>Total value of supplies and Taxable value</td></tr> <tr> <td>(viii)</td><td>Rate and type of tax (CGST/SGST/IGST/UTGST), Amount of tax</td></tr> <tr> <td>(ix)</td><td>Whether the tax is payable on reverse charge basis</td></tr> <tr> <td>(x)</td><td>Place of supply alongwith the name of state</td></tr> <tr> <td>(xi)</td><td>Signature/Digital signature of contractor or his authorized representative</td></tr> </table>	(i)	GST Identification Number(GSTIN), Name & address of supplier	(ii)	Serial No. of invoice and its date	(iii)	GSTIN, Name & address of Recipient	(iv)	HSN code or SAC : accounting code of goods/services	(v)	Description, Unit, Quantity and Rate	(vi)	Reference of PO (Purchase order)/contract	(vii)	Total value of supplies and Taxable value	(viii)	Rate and type of tax (CGST/SGST/IGST/UTGST), Amount of tax	(ix)	Whether the tax is payable on reverse charge basis	(x)	Place of supply alongwith the name of state	(xi)	Signature/Digital signature of contractor or his authorized representative
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1.25.10	The firm/supplier shall comply with the following for supplies effected after 30.06.2017: (i) Submit the invoice /bill clearly indicating the appropriate HSN and applicable GST rate thereon duly supported with documentary evidence. (ii) Give a declaration that any additional input tax credit benefit, if becomes available to supplier, the same shall be passed on to the purchaser without any undue delay.
1.26	In case the tendered work is a composite works contract or works contract; works contract tax, as applicable shall be deducted at source as per applicable rule /law.
1.27	Separate insurance charge for carriage of material by Rail is not admissible and will not be allowed. Stores should not be insured at the cost of the purchaser but should be packed for safe transit in accordance with the conditions laid down in the Coaching/Goods tariff. The supplier may insure consignment at their own expense, if considered necessary by them.
1.28	Purchaser will not bear any Octroi charges, and if required will issue Octroi Exemption Certificate (OEC) only. If OEC is not considered/accepted by the concerned authorities and they ask for payment of Octroi charges, then supplier will have to bear the same.
1.29	Price Variation Clause (PVC):
1.29.1	In tenders where no PVC is mentioned in the tender schedule, bidders must quote on fixed price basis only. Bids with PVC or ambiguous conditions like “Price Variation Clause applicable” in such tenders will not be acceptable and will be summarily rejected.
1.29.2	Wherever PVC (with formula and base date) is mentioned in the tender schedule itself, the bid should be submitted with same PVC. Bids with deviation in PVC formula and/or Base date of indices will be summarily rejected. Bids with fixed price in such tenders will also be summarily rejected.
1.29.3	Bidders who quote with price escalation on account of raw material in the tenders should note that such escalation claims will be subject to verification of documents by the Bill passing/paying officer and the relevant records may be asked from them.
1.30	Evaluation Criteria:
1.30.1	Unless otherwise specified, the evaluation of tender will be done item-wise and consignee-wise.
1.30.2	In tenders where schedule of requirement consists of several items, the inter-se ranking will be decided for each item separately. The bidders are required to quote the rate for each item separately.
1.30.3	In tenders where several items are grouped in a “Kit/Set” and the tendered quantity is in sets, the firm should quote single rate for the tendered Kit/Set of items. In such cases, the inter-se ranking shall be decided on the rate quoted by the firm for complete Kit/Set.
1.30.4	For multi consignee items, the rate should be quoted by firm on FOR Destination basis for each consignee separately. The inter-se ranking of the offers will be decided for each consignee separately.
1.30.5	The application (i.e. IREPS website) provides for the possibility of submission of alternate bid. This option is provided for vendor to quote for different make, alternate specification or give quantity discount, etc. In case two or more bids from one bidder/vendor appear in the main tabulation (alternate/revised) with different rates having all other conditions of bids identical, the bid with highest landed unit rate shall be considered for determining the inter-se ranking of that bidder but if the bid is accepted then the contract will be placed at bid of lowest landed unit rate.

1.30.6	<p>For the items of M & P nature and other special equipments/assemblies, having clauses of AMC/Warranty in specification , the following costs will be to added to the rate of basic equipment/machine for computing landed rate for the purpose of inter-se ranking of the bid.</p> <ul style="list-style-type: none"> (i) Cost of AMC (with NPV calculations done as per clause 1.31.3), (ii) Cost of concomitant accessories (iii) Cost of essential/mandatory spares within scope of supply <p>Cost of recommended/optional spares will not be added for the purpose of inter-se ranking of the bid. Further as mentioned in clause 1.31.5 of this bid document, cost of essential spares and service charges for each item of work of repair of Machine/Equipment beyond the AMC period <i>will not be included</i> in the price of tendered Machine/Equipment for the purpose of comparative evaluation of bids.</p>																																																
1.31	Special instructions for tenders having AMC (Annual Maintenance Contract) component																																																
1.31.1	<p>AMC is meant for proper upkeep and maintenance of the tendered Machine/Equipment after warranty period. Unless mentioned otherwise in the specification, the scope of AMC will be comprehensive and it will include preventive and breakdown maintenance. AMC charges will include all costs of personnel, spares etc. except the cost of consumables required for day-to-day operation & daily maintenance checks. The terms and conditions of AMC must clearly specify the maximum downtime and maximum response time.</p>																																																
1.31.2	<p>Bidders are required to quote charges on an annual basis (for each year separately) for post-warranty AMC for a period of 5 (five) years unless mentioned otherwise in specification/tender. AMC charges shall be payable in Indian Rupees only. The bids will be loaded with quoted AMC charges for evaluation of bids and in order to equitably compare different AMC charges of different years, the concept of NPV (Net Present Value) will be used at a discounting rate of 10 % (unless mentioned otherwise in tender document) so as to bring all the bids at the same footing.</p>																																																
1.31.3	<p>NPV is the present value of rate quoted (of AMC charges) for period prospective period (year number after the warranty period): i.e. the maintenance charges quoted for future years(s) and therefore these charges are to be discounted to arrive at their present value. Hence NPV is period prospective period (year number after the warranty period) calculated backwards as per formula of compound interest: $NPV = AMC / [(1+D/100)^n]$. The example of one such calculation is given as under (^ : sign of exponent : e.g. $2^3 = 2 \times 2 \times 2 = 8$)</p>																																																
	<table border="1"> <thead> <tr> <th>Period</th><th colspan="2">Code</th><th colspan="2">Example</th></tr> </thead> <tbody> <tr> <td>Warranty Period (years)</td><td colspan="2">W</td><td>5</td><td></td></tr> <tr> <td>AMC Period (years)</td><td colspan="2">AY</td><td>3</td><td></td></tr> <tr> <td>Discounting rate (%)</td><td colspan="2">D</td><td>10</td><td></td></tr> <tr> <td>Year (after W)</td><td>AMC</td><td>AMC quoted(Rs.)</td><td>Factor for NPV</td><td>NPV (Rs.)</td></tr> <tr> <td>1 = W+1 (6th year)</td><td>A1</td><td>100</td><td>$1/(1.1^6)=0.564$</td><td>56.40</td></tr> <tr> <td>2 = W+2 (7th year)</td><td>A2</td><td>100</td><td>$1/(1.1^7)=0.513$</td><td>51.30</td></tr> <tr> <td>3= W+3 (8th year)</td><td>A3</td><td>100</td><td>$1/(1.1^8)=0.467$</td><td>46.70</td></tr> <tr> <td>Total</td><td>A</td><td></td><td></td><td>154.40</td></tr> </tbody> </table>				Period	Code		Example		Warranty Period (years)	W		5		AMC Period (years)	AY		3		Discounting rate (%)	D		10		Year (after W)	AMC	AMC quoted(Rs.)	Factor for NPV	NPV (Rs.)	1 = W+1 (6th year)	A1	100	$1/(1.1^6)=0.564$	56.40	2 = W+2 (7th year)	A2	100	$1/(1.1^7)=0.513$	51.30	3= W+3 (8th year)	A3	100	$1/(1.1^8)=0.467$	46.70	Total	A			154.40
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1.31.4	<p>Purchaser/Consignee reserves the right for entering into Annual Maintenance Contract (AMC) on the basis of rates quoted by the firm in their tender against AMC charges.</p>																																																
1.31.5	<p>Post-AMC maintenance of Machine/Equipment will be dealt with by the end users. In order to facilitate the same, bidder is required to quote the current cost of essential spares required for maintenance of Machine/Equipment after AMC period and the current service charges for each item of work of repair of Machine/Equipment beyond the AMC period. These charges <i>will not be included</i> in the price of tendered Machine/Equipment for the purpose of comparative evaluation of bids.</p>																																																

1.31.6	Bidders who are OEM (original manufacturer), must give undertaking for supply of spare parts for a period of expected life of Machine/Equipment. Other bidders must submit undertaking from OEM for supply of spare parts for a period of expected life of the Machine/Equipment.
1.32	Bidders/Vendors, who are found to be indulging in tampering with tender documents or trying to hack the IREPS website, will be taken up with legal and administrative action, which could be as severe as: Removal from the approved list, Banning, Suspension of business dealing etc. The bidders must note that they will be considered fully responsible for scanned copies of documents submitted by them under their digital signature and as per. IT Act they will not be allowed to disown any submissions under the said digital signature.
1.33	When conducting negotiation, the bidders) will be informed about the parameter(s) of the original bid on which revision(s) of original bid is/are solicited and his signature will be taken in token thereof. In the negotiated bid, any variation by the bidder(s) on such aspect(s) of offer on which revision was not solicited during negotiation will render the negotiated bid unfit for consideration.

Section 2 : General Conditions of Contract for Stores Department(GCCS)									
2.1	Acceptance of the Offers:								
2.1.1	Purchaser is not bound to accept the lowest or any bid nor to assign any reason for doing so and reserves the right to accept any bid in respect of the whole or any portion of the item specified in the tender and the contractor shall be required to supply at the rate quoted in tender. The rates quoted by the bidder for the full quantity will be taken as valid even for part quantity.								
2.1.2	Purchaser reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.								
2.1.3	Acceptance of this tender (including advance letter of acceptance : A-LOA issued before formal Purchase order) shall constitute a binding contract between the successful bidder and the President of Union of India								
2.2	The bidder, on whom the PO (Purchase Order) will be placed against this tender case, will have to execute the previous PO(s) of the Purchaser (PLW), if any, for the tendered item before commencing the supply against the new PO. However in deserving cases, where supply is urgent, Parallel DPs may be given in new tenders, wherever required, to improve supplies of critical items and in such cases, the above condition will not be incorporated in Purchase Orders.								
2.3	Splitting of tendered quantity :								
2.3.1	Tenders with Pre-decided splitting clause specifically mentioned in SOR (Schedule of Requirements) of tender.								
(a)	The Purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible bidders. Zone of consideration of such eligible bidders will be the right of the Purchaser. The zone of consideration will be a dynamic mix of : Inter se position of firms, Supply performance of the firms, Quantity being procured, Criticality of item, Lead time for supply of the item, Number of established suppliers & their capacity etc.								
(b)	<p>Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the bidders (other aspects i.e. Adequate capacity-cum-capability, Satisfactory past performance of the bidders, Outstanding order load for the Railway making the procurement, Quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below:</p> <table border="1"> <thead> <tr> <th>Price differential between L-1 and L-2</th><th>Quantity distribution ratio between L-1 and L-2</th></tr> </thead> <tbody> <tr> <td>Upto 3%</td><td>60:40</td></tr> <tr> <td>More than 3 % and upto 5 %</td><td>65 :35</td></tr> <tr> <td>More than 5 %</td><td>At least 65% on the L-1 bidder. For the quantity to be ordered on the L-2 Bidder, Purchaser shall decide.</td></tr> </tbody> </table> <p>It should be noted that L-1 will be the bidder who is technically suitable for bulk quantity regular order.</p>	Price differential between L-1 and L-2	Quantity distribution ratio between L-1 and L-2	Upto 3%	60:40	More than 3 % and upto 5 %	65 :35	More than 5 %	At least 65% on the L-1 bidder. For the quantity to be ordered on the L-2 Bidder, Purchaser shall decide.
Price differential between L-1 and L-2	Quantity distribution ratio between L-1 and L-2								
Upto 3%	60:40								
More than 3 % and upto 5 %	65 :35								
More than 5 %	At least 65% on the L-1 bidder. For the quantity to be ordered on the L-2 Bidder, Purchaser shall decide.								
(c)	<p>In the phrase '<i>differential of rates quoted by the bidders</i>', the quoted rate would mean:</p> <ul style="list-style-type: none"> (i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible bidder within the zone of consideration has to be per-se reasonable. (ii) When price negotiation has been called for, the reference L-1 rate for assessment of ratio will be the original rate of L-1 bidder (suitable for bulk quantity) as obtained at the time of tender opening. 								

(d)	If splitting of quantity is required to be done by ordering on bidders higher than the L- 2 bidder, then the quantity distribution proportion amongst the bidders will be decided by transparent/logical/equity based extrapolation of the model as indicated in the sub- clause 2.3.1(b)above.
(e)	In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the purchaser shall have the right to distribute the procurable quantity amongst bidders with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the bidders and in a fair & transparent manner with due conformity to the principles of Natural Justice and Equity.
(f)	For cases where the Railways./Production units had entered into TOT/JV (Transfer of technology/Joint Venture) agreements, the following clause will be applicable: <i>“As PLW has entered into TOT/JV agreement with No.of firms, they reserve the right to place orders on all such TOT/JV agreements partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in sub-clauses 2.3.1: (b), (c) and (d) above: shall apply with the exception that the aspect of per-se reasonability will not be applicable.”</i>
(g)	Notwithstanding the above, there can be exceptional situations where Purchaser may come to a conclusion that splitting is neither possible nor feasible and/or not desirable in the administrative interest. In such exceptional situations, Purchaser reserves the right not to split the quantity despite pre-decided splitting clause in the tender condition.
2.3.2	Tenders with Pre-decided splitting clause specifically not mentioned in SOR (Schedule of requirements) of tender. Normally full regular order would be placed on L-1 firm (lowest technically suitable and approved vendor). However, if after due processing, it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying, Purchaser reserves the right to distribute final procurement quantity amongst two or more bidders in manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters: <ul style="list-style-type: none"> i) Past performance of bidders ii) Capacity of bidder iii) Delivery requirement intender iv) Quantity under procurement and v) Vital/Safety nature of item In absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulations given in sub-clauses 2.3.1: (b), (c) and (d) above.
2.3.3	In the case of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take long time) etc, The Purchaser shall have right to distribute the procurable quantity amongst bidders with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation. maintenance, safety etc. of Railways, regardless of inter-se raking of the bidders after recording reasons for doing so in a fair & transparent manner with due conformity to the principles of Natural justice and equity.
2.4	Procurement from approved sources / Past suppliers
2.4.1	<i>For items having vendors approved by centralized agency</i>
(a)	Wherever necessary as per policy of procurement and as indicated in the tender schedule, Regular Purchase Order(s) for bulk quantity will be normally placed only on vendors approved by nominated vendor agency (RDSO/CLW/BLW/ ICF/RCF/CORE) for the tendered item. The directory of approved vendors of RDSO, CLW, BLW, RCF, ICF, MCF and CORE as available on UVAM ONLY shall be considered valid directories for all purposes by all stakeholders. Vendor directories

	being maintained in other forms (manual or online), if any, shall not be valid. The bidder should attach copy of vendor approval in UVAM VD along with their bid for the tendered item. (Rly. Board letter no. 2021/RS(G)/779/7 dated 20.12.2024)
(b)	The approval of a vendor only signifies its technical capability to supply the item for which it has been approved. The quantity to be ordered on approved vendors, therefore, will be decided duly considering the five parameters mentioned in clause 2.3.2 :
(c)	Sub-categorization of approved vendors in Part-I/A and Part-II/B, wherever if exists in the vendor directory, is deleted and both of them stand merged as “Approved Vendors”.
(d)	<p>The approval status of the tenderer will be reckoned as on the date of closing of the e-tender and not thereafter. Inclusion/Up gradation in the status of a vendor after the closing date will not be considered. However any downgrading/removal/suspension/banning of the firms after closing of e-tender, such changes shall be taken into account while considering their offers.</p> <p>Bill of Materials (BoM) in the Online Vendor Directory (UVAM VD) for loco items: BoM of tender item listed on UVAM, with Vendor specific versions will be reckoned as on the date of closing of the e-tender. No change in BoM shall be permitted in a bid after tender opening date. No change in BoM having financial repercussions or significant technically shall be permitted in a contract. Information about applicable BoM shall be indicated in the Purchase Order/ Contract. (Rly. Board letter no. 2023/RS(G)/779/6 dated 19.03.2025)</p>
(e)	Minimum 80% of NPQ (Net Procurement quantity) shall be ordered on “Approved Vendors”.
2.4.1.1	Ordering on Developmental Vendors (Only for the items reserved for procurement from vendor approving agencies i.e. RDSO/CLW/BLW/ICF/RCF/CORE)
(i)	Offers of the Developmental Vendors appearing in UVAM for the tendered item (without any condition of Prototype/Field trial clearance etc.) can be considered for Developmental orders up to 20% of Net Procurable Quantity (NPQ). For clarity it is reiterated that “Development Vendors” are only such vendors which are listed as developmental vendors on UVAM without any condition. (Rly. Board letter no. 2023/RS(G)/779/7 dated 09.05.2025)
(ii)	Where there are not more than three Indian Suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre-decided tender criteria. Such orders shall be treated as bulk orders.
(iii)	Developmental vendors referred in Para (ii) above shall be those appearing in UVAM VD with latest amendments as on the date of tender closing; who are approved without any condition/restriction of prototype approval/field trial/quantity.
2.4.2	For other items (i.e. not falling in category of clause 2.4.1)
(a)	In these cases, Purchaser reserves the right to make bulk procurement from the bidders who qualify the eligibility criteria mentioned in tender document whereas other bidder(s) may be considered for placement of developmental order(s) up to 20% of Net Procurable Quantity (NPQ), if their bids are technically suitable , competitive and they have submitted adequate evidence towards their capability-cum-capability and prima- facie the Purchaser is satisfied that they are capable of executing the orders but their capacity to supply bulk quantity has not been established in the past.

(b)	Unless otherwise specifically mentioned in the eligibility criteria in tender, manufacturers having satisfactory past performance (both qualitative and quantitative) to PLW or any unit of Indian Railways, for supply of tendered item) in the last three calendar years shall only be considered for bulk order.
(c)	<p>Developmental orders can be given up to 20% of NPQ on new sources in deserving cases subject to the following conditions:</p> <ul style="list-style-type: none"> i) Where the sources eligible for regular/bulk order are not adequate and it is desirable to develop more sources for bringing more competition or improvement in quality or indigenization of sources. ii) Where the rates received from new sources are lower than the sources eligible for regular/bulk order and where new sources are having potential for supply of quality material and are having infrastructure of M&P (Machinery & Plant) and Testing equipment/ facilities.
2.4.3	<p>Applicable to all tenders / items :</p> <p>Bids of Original manufacturers (OEM) or their authorized dealers/agents only shall be considered for ordering. Dealers/agents should submit valid tender specific authorization from OEM along with the bid.</p>
2.5	Tender closing date shall be the reference date for assessing the performance of a vendor/bidder for that particular tender. Any improvement in performance by the vendor/bidder after the tender closing date shall not be factored in purchase decision however any failure or poor performance of vendor/bidder after tender closing date shall be factored in purchase decision.
2.6	<p>Time Preference</p> <p>If a contract is placed on higher bidder as a result of invitation of tender, in preference to the lowest acceptable offer in consideration of offer of early delivery the contractor will be liable to pay to the Purchaser the difference between the contract rate and that of the lowest acceptable bid on the basis of landed rate (including all element of freight, Taxes & duties, and other charges), in the case of contractor's failure to complete the supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition to other legal rights available to the Purchaser under the terms & conditions of the contract.</p>
2.7	Imported Stores offered by Indian Agents in Indian Currency
(a)	<p>Any authorized dealer/agent quoting on behalf of their Foreign Principal/Manufacturer (FPM) in Indian Rupees shall have to comply with the following:</p> <ul style="list-style-type: none"> i) To quote with tender specific authorization from FPM. ii) To submit the original invoice of FPM along with their quotation. Performa invoice (PI) may be accepted in exceptional cases where it is not possible to obtain the original invoices before the contract is placed iii) The bidder shall submit self-attested documentary evidence about their identity (such as PAN card. Aadhaar Card, Passport etc.)
(b)	<p>Bidder shall have to give the undertaking on the following points:</p> <ul style="list-style-type: none"> i) Consent to furnish copy of customs-passed <i>Bill of Entry</i> for the each consignment, Manufacturer's Test and Guarantee certificate , Copy of <i>Bill of Lading/AWB</i> for the consignment; Copy of commercial invoice of FPM and Certificate of <i>Country of origin</i>. ii) Current and Valid authorization/dealership certificate of FPM iii) Compliance of sea/air worthy packing condition in manufacturer's original packing and as per IRS conditions of contract (Latest).

(c)	<p>Bidder should attach certified copy of <i>Agency agreement</i> and any other relevant documents in bid regarding the following aspects :</p> <ul style="list-style-type: none"> i) The precise relationship between the foreign principal/manufacture (FPM) and its Indian agents(IA): ii) The mutual interest, which FPM and IA have in the business of each other iii) PAN (Permanent Account Number) of IA iv) Any payment which IA receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee. v) All services to be rendered by IA whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
(d)	<p>In a tender, either the IA on behalf the FPM can quote or FPM itself can quote but both of them (IA and FPM) cannot bid simultaneously for the same item/product in the same tender. If they do so, then both the bids will be rejected.</p>
(e)	<p>If an agent submits bid on behalf of the Principal/OEM (Original manufacturer), the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>
(f)	<p>The agent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/ Principal/Bidder shall be fully responsible for the conduct of their appointed agent.</p>
(g)	<p>The amount of <i>Agency Commission</i> payable to the IA will not be more than what is specified in the <i>Agency Agreement</i> and it shall be payable in equivalent non-convertible Indian Rupees, after satisfactory execution of contract. IA will be required to submit a certificate, along with their bill of Agency Commission, confirming that the amount claimed as Agency Commission has been spent/will be spent strictly to render services to the foreign principal/manufacture in terms of <i>Agency Agreement</i>. The Purchaser or their authorized agencies and/or any other authority of Government of India shall have full rights to examine the books/documents of the Indian Agent and in case of any defect or misrepresentation in respect of the afore-indicated confirmation coming to light during such examinations, will make both: the foreign principal/manufacture and their Indian Agent: liable to be banned/suspended from having business dealing with Indian Railways.</p>
(h)	<p>Any additional expenditure incurred by the purchaser on account of increased custom Duty, Freight charges as also extra cost which may arise on account of variation in exchange rate (of foreign currency) during the extended delivery period, shall be borne by the Contractor.</p>
(i)	<p>Check-list (as given in Annexure: A-5.4 of this document) should be filled-in by the bidder. Failure to comply with any of the aforesaid conditions (all sub-clauses of above clause 2.7) will make the offer liable to be rejected.</p>
2.8	Payment Terms:
2.8.1	<p>For Purchase order (PO) having value below Rs. 5 lakhs and in cases having consignee inspection, payment terms will be : 100% payment after receipt and acceptance of material by consignee (i.e. Receipt Note)</p>
2.8.2	<p>For PO having value above Rs. 5 lakhs also, normal payment terms will be 100% payment after receipt and acceptance of material by consignee however in PO having clause of pre-inspection by Third Party Inspection Agency (TPI), 95% payment can be made against Inspection Certificate and proof of dispatch. Lorry receipt is not accepted as proof of dispatch and therefore in cases of dispatch of material by road, Proof of dispatch will be: Receipted Challan of the supplier duly certified by gazetted officer of consignee. However in cases of dispatch of material by Rail, clear and unqualified RR/PWB will be considered as the proof of dispatch. Balance 5% payment will be made on receipt and acceptance of stores (i.e. Receipt Note).</p>

2.8.3	For Purchase orders of Machinery & Plant (M&P) items (PO having value above Rs. 5 lakhs): the terms of advance payment will be : 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and Receipted Challan certified by the gazetted officer of consignee. Balance 20% payment will be made on successful installation, commissioning/testing , proving test and final acceptance of the Machine/Equipment subject to submission of WBG (Warranty Bank Guarantee) by the contractor (as per Format given in Annexure: A-5.2 of this bid document) for an amount of 10% of the contract value. WBG should remain valid for a period of 60 days beyond warranty period.
2.8.4	For payments in Purchase orders (PO) having PVC (Price Variation Clause)
2.8.4.1	For contracts having PVC (Price Variation Clause) Firm will upload PVC calculation along with their bill while uploading bills for payment after obtaining and attaching all PVC related documents such as Invoice, DRR, Inspection Certificate and Receipt Note etc. Then, Stores Bill (SB) Section will check the Bill/PVC Calculation Sheet/Supporting Documents as per Purchase Order and verify the same with website of relevant Ministry. Adjustment RO, if required, will be prepared by Store Bill Section and bills will be passed accordingly.
2.8.4.2	<p>1. Contracts having Advance Payment Clause</p> <p>a) Where PVC circulars for calculating PVC are available at the time of raising bills:- Payment of advance component (e.g. 95 % or 98 %) will be made to the supplier against their bill supported with documents prescribed in the relevant Purchase Order such as Receipted Challan/DRR and Inspection Certificate etc. at PVC rates.</p> <p>b) Where PVC circulars for calculating PVC are not available at the time of raising bills:-</p> <p>b-1. Payment of advance component (e.g. 95 % or 98 %) will be made to the supplier against their bill supported with documents prescribed in the relevant Purchase Order such as Receipted Challan/DRR and Inspection Certificate etc. at PO rates or at lower rates if claimed so after deducting 10 % of the payable amount. The amount so deducted will be kept in Deposit Misc and released subsequently when PVC rates are verified and firm claims balance/final payment.</p> <p>b-2. Balance Payment (5% +/- PVC) will be made at verified PVC Rates against Receipt Note issued by consignee. Difference in rates if any, on account of PVC will be adjusted through Adjustment Receipt Note by bill passing staff of SB section.</p> <p>2. Contracts having 100% payment against Note</p> <p>Full payment will be made by Accounts Office against Receipt Note prepared by Depot Officer as per Para 1.0 above at verified PVC rates, difference, if any, on account of PVC will be adjusted through Adjustment Receipt Note to be prepared by bill passing staff of SB Section while passing the bill.</p>
2.8.4.3	Upper ceiling limit for PVC component (on plus side of PVC element) will be 20 % of initial Basic Rate, unless otherwise mentioned in tender/contract. There will be no limit on minus side of PVC element.
2.8.4.4	Lowest out of three updated rates (calculated as per PVC formula with: <i>Date of Inspection certificate, Date of original delivery period, Date of actual delivery</i>) will be paid for the supplies made after original /refixed DP (delivery period) of the contract.
2.8.5	No claim for any tax/duty not stipulated in the bid shall be admitted at any stage of tender/contract on any ground whatsoever.
2.9	Inspection Clause:

2.9.1	The goods/material peculiar to the use/requirement of Indian Railways (such as parts and fittings of rolling stock etc) which have been found rejected during inspection and which could not be rectified, should be defaced by the inspecting authority to avoid recycling of such rejected material and thereby to avoid ultimate failures of assets. All such rejected materials (which are designed for exclusive use of Indian Railways) will be defaced / damaged by the consignee/user/inspection agency so as to ensure that the rejected lot is not recycled to PLW or any unit of Indian Railways.
2.9.2	No consignment or part of consignment which has once been rejected may again be submitted except in case where the inspecting officer considers the defect to be rectifiable. The Purchaser or the inspecting officer shall have free access to the works/factory of the manufacturer at any time. And they will be at liberty to inspect the material used in the manufacture of tendered item at any stage and may take such actions as may be considered necessary (even to terminate the contract) if it is found that the proper quality/process is not being followed by the contractor in manufacture of the item as per requirement of contract and its specification.
2.9.3	Consignee will be the ultimate authority for acceptance/rejection of the material received by him. Notwithstanding a quotation for delivery in the particular state, the responsibility of contractor/supplier will not cease until delivery has been taken at destination by the purchaser or by such officer as nominated by him. Decision of the purchaser in case of dispute as regards quality or supplies delivered shall be final.
2.9.4	In case of items such as bearings/tooling items and commercially available branded items, where the inspection (as per contract) has to be carried out at the premises of <i>Authorized Agents/Dealer</i> , the manufacturer (OEM) may also associate, if practically possible, so as to ensure the genuineness of material.
2.9.5	For the tender in which there is clause that – “Purchase of the item will be made for ISI marked products only “, if the order is placed directly on ISI certified manufacturer, the material can be accepted on firm’s WTC (Work Test Certificate).
2.9.6	The minimum value limit of Purchase Order [PO] for pre-inspection by Third Party Inspection Agency (TPI) is Rs. 5 lakhs. Below this value limit, inspection will normally be done by consignee on receipt of material, unless specified otherwise intender/contract.
2.9.7	In case the supplier fails to offer the material for inspection against inspection call issued to the inspecting agency or if the material have to be re-inspected due to rejection of the material at supplier’s end by the inspecting agency or due to non-dispatch of material within validity of Inspection Certificate, then the inspection charges applicable for the offered quantity and actual cost of the test charges incurred will be paid by the supplier to the inspecting agency.
2.9.8	INSPECTION OF BOUGHT OUTS & CRITICAL RAW MATERIALS
2.9.8.1	Inspecting Engineer of Inspecting Agency shall ensure that all the documents, i.e. Tax Invoice (priced or un-priced), Import documents (if any), Test certificates/WTC, Delivery Challan etc. of all the bought outs & Test certificates of critical raw materials, submitted by Principal firm or Sub-vendor at the time of inspection are original and relate to each other in all respects as per requirement of the purchase order to ensure that the Bought-Outs & critical raw materials have been genuinely procured from approved sources or as per PO. A copy of all such documents shall be uploaded & provided by the Inspecting Engineer along with the Inspection Certificate to PLW along with complete traceability records like Sr. No. /Make etc. Inspection Certificate issued without these documents will be considered as incomplete Inspection Certificate.
2.9.8.2	Firm should provide all the above stated documents as required by the Inspecting Engineer of Inspecting Agency for verification and uploading by the Inspecting Engineer along with the Inspection Certificate. Bills of the firm will not be passed with incomplete Inspection Certificate issued without these documents.

2.10	Terms of Delivery:
2.10.1	The supplier shall be responsible for covering the risk of loss, destruction, damage or deterioration of goods during transit/transportation till their delivery to consignee as per IRS conditions of contract (Latest).
2.10.2	The supplier, who in terms of contract dispatch the material on freight pre-paid basis, should submit their claim for reimbursement of freight charges with necessary documents. Re-imbursement of freight charges shall be made at actual subject to maximum of freight charges mentioned in contract or Rail freight (by Passenger Train) whichever is lower. However for evaluation of offers, it is the quoted Freight of bid, which will be considered.
2.10.3	Unless otherwise mentioned in the tender/contract, the FOR condition shall be "FOR:Destination (i.e. consignee at PLW/Patiala)".
2.11	Delivery Schedule:
2.11.1	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.
2.11.2	<p>Extension of Delivery date may be considered in deserving cases on request of supplier/contractor, where a genuine reason exists. Such extensions of delivery dated will normally be granted with levy of Liquidated damages (LD) and Denial Clause (DC) which are applicable as per IRS conditions of contract (Latest). LD is to liquidated damages due to delay in supply and the purpose & effect of DC is that the supplier will not be entitled to any benefit of upward variation in rate on any account (Taxes/duties/Cess/levy/PVC/Currency Exchange rate etc.) after expiry of the original delivery Period of contract but in case of any reduction in such element of rates, the benefit will be passed on to Purchaser.</p> <p>The change in the status of vendors, including suspension/Stoppage of supplies from a vendor (temporary or otherwise)/ temporary delisting or related to ban of inspection etc./banning of the vendor/downgrading/removal from the UVAM directory for the specific item(s), shall be duly considered while taking any procurement related decision including consideration of request for DP extension. (Rly Board's Letter no.2025/RS(G)/11/44 dated 08.10.2025)</p>
2.11.3	Purchaser reserves the right to recover from the contractor as agreed LD and not by way of penalty, a sum equivalent to 1/2% (half Percent) of the price of contracted goods (including elements of taxes, duties, freight etc.) which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended , for per week or part of the week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period. Upper limit for recovery of LD in supply contracts will be 10% (Ten Percent) of value of contract irrespective of delays, unless otherwise mentioned in the contract.
2.11.4	In the event of any delay in supply of material, Purchaser reserves the right to penalize the supplier for such default for the undelivered portion of supply in terms of IRS conditions of contract (Latest).
2.12	Cartel Formation:
2.12.1	Whenever all or most of the approved firms quote equal rates and cartel formation is suspected, Purchaser reserves the right to place order on one or more firms with exclusion of the rest without assigning any reason thereof.
2.12.2	Bidders are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case <i>cartel formation</i> is suspected. However Purchaser reserves the right to place order on one or more bidders for any quantity of tender.

2.12.3	The bidders who quote in cartel are warned that their names are likely to be deleted from list of approved sources in addition of referring the matter to CCI (<i>Competition Commission of India</i>).
2.12.4	Whenever tender is floated with purchase restrictions from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendor list, without any restrictions.
2.13	<p>Criteria and Format for aspect of Sister-concern of firms/vendors/bidders</p> <p>The bidders are required to submit the information in their bid (as per Annexure: A-5.5 of this bid document) about their sister-concerns (Name of Firm, Address, Phone No. and Email) who have participated in this tender themselves or through their authorized dealer/agent. If there is no sister-concern then also 'NIL' remark should be written. If it is found at any stage of tender/contract that there been wrong information or concealing of facts on part of bidder/supplier, it shall render the bid/contract liable for rejection/cancellation, in addition to other penal action which may be taken by Purchaser under provisions of laws governing the tender/contract.</p>
2.14	<p>Marking of Material Supplied:</p> <p>The supplier shall indicate: <i>Name of manufacturer, Month & Year of manufacturing and Expiry Date</i> (for shelf-life items): by casting/stamping/etching/embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/material.</p>
2.15	DISPUTE RESOLUTION CLAUSE:
2.15.1	The provisions relating to the "Dispute Resolution Clause" for all types of contracts, including contracts for works or services entered into by the PCMM/PLW-Patiala or his authorized officers, shall be governed in accordance with the latest instructions issued by the Railway Board. Any dispute, controversy, or claim arising out of or in connection with such contracts shall be resolved as per the procedures and guidelines prescribed by the Railway Board from time to time.
2.15.2	Subject as otherwise provided in this contract all notices to be given on behalf of the <i>President of India</i> and all other action to be taken on his behalf, will be given or taken by the: Deputy Chief Materials Manager/Senior Materials Manager/Assistant Materials Manager, PLW, Patiala(Punjab).
2.15.3	<p>In cases, where Ministry of Railways, including its subordinate authorities, and CPSEs under its administrative control enter into contractual obligation related to procurement of Goods and Services with other Ministries/ Departments/ CPSEs which may result in commercial disputes, the interpretation and application of the provisions of commercial contract(s) in case of dispute(s) between the following Organizations/ Departments shall be taken up under Administrative Mechanism for Resolution of CPSE's Disputes (AMRCD) only:</p> <p>(a) CPSE and CPSE;</p> <p>(b) CPSE and Ministry/ Department of Central Government;</p> <p>(c) CPSE and Public Authority/ Organization or University under the Central Government;</p> <p>(d) CPSE and State Governments/ State PSUs/ Public Authority/ Organization or University under the State Government.</p> <p>(Rly Board's Letter no.2024/RS(G)/709/25 dated 17.03.2025)</p>
2.16	<p>Jurisdiction of courts</p> <p>The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.</p>

2.17	Bank guarantees (BG) in regard to Security deposit and Warranty are acceptable only from the Nationalized/Scheduled Banks and these should be executed on a Non-judicial stamp paper of appropriate value duly attested by Notary Public or Executive Magistrate. BG should be sent by the issuing Bank directly to the concerned authorities of Purchaser, under registered post AD (acknowledgement).
2.18	Handling of warranty rejections- As per Railway Board's letter No. 2022/RS (G)/779/7 (3390005) dated 17.10.2022 along with its subsequent amendments issued time to time.
2.18.1	Digitisation of Warranty Management System
(i)	The entire Warranty Management System shall be digitized and made paperless.
(ii)	The existing maintenance Applications viz CMM, FMM, WISE, SLAM, PUs local system, etc. shall be integrated with UDM/ IMMS/IREPS for seamless transfer of required data. A provision shall be made on these platforms to facilitate end users to register warranty complaints. Duplicate feeding on UDM is to be avoided. All systems dealing with warranty rejection of vendor and their response should have provision of uploading/attaching documents.
(iii)	Provision shall be made on IREPS for the vendors to input dispatch details such as batch number, serial number, major sub component of the item, date of manufacturing (in MM/YYYY), expiry date (wherever applicable), manufacturer's marking, make/Brand, etc. against the Purchase Orders for each consignee. These details would be passed to iMMS/UDM and reflected in DRR/R-Note/CRN generated on iMMS/UDM and for indicating the same while issuing the materials through Issue Notes. Inspecting Agencies shall also indicate these details explicitly in the Inspection Certificate. End Consignee receiving the material from the vendor will verify these details at the time of receipt of material and explicitly indicate the same in iMMS/UDM.
(iv)	Warranty period shall be captured in digital form as stated in Para 2.18.4 below.
(v)	Centralized Recovery Register shall be digitized & maintained in IPAS and linked with iMMS/UDM for seamless both-ways data flow between these applications for recovery.
(vi)	The Warranty Rejections of vendors and their responses shall be linked with Unified Vendor Approval Module (UVAM). Cognizance of these warranty rejections of vendors shall be taken for reviewing the Approval of vendors by vendor approving authorities.
(vii)	Cognizance of these warranty rejections of vendors shall be taken by the procuring authorities in deciding the tender cases.
2.18.2	Materials are rejected under warranty in the following situations: A. Material rejected was issued to the user (shop/shed etc) from its attached Stores Depot or attached User Depot (both Stock & Non-stock). B. Material rejected was received from a PU or a Stores Depot or a User Depot which is not the attached depot of the end user including that received directly through centralized procurement (both Stock & Non-stock). C. Material was rejected in the field and was fitted at some other workshop/Shed/Depot Material either received or fitted through Supply Contract, Works Contract or Service Contract or any other type of contracts (both Stock & Non- stock). D. Failure of components of Rolling Stocks received from Railway PUs/ PSUs/ Workshops/ Private Manufacturers. The methodology of handling these rejections will be as under:
A.	Material rejected was issued to the user (shop/shed etc) from its attached Stores Depot or attached User Depot (both Stock & Non-stock).
(i)	In case the material was accounted for in Stores Depot in iMMS after receipt from vendor, end user shall register the warranty complaints with reasons and other details, as required, on the systems like CMM/FMM/WISE/SLAM/MU etc. available with them & electronically transfer such data to UDM through integrated system or shall register the warranty complaints directly in UDM (as convenient and practical for the end-user) and issue "Advice Note" of returned stores on UDM with the approval of competent authority (Gazetted Officer) to return the rejected material to attached

	<p>Stores Depot for issuing “Warranty Rejection Advice” (i.e. warranty claims lodging) by attached Stores Depot.</p> <p>However, in case the material was accounted for in User Depot in UDM after receipt from the vendor, there is no need for issuing “Advice Note” & to return the rejected material to attached Stores Depot.</p> <p>“Warranty Rejection Advice” (i.e. warranty claims lodging) shall be issued to the firm with the approval of gazetted officer of the end consignee of attached Stores Depot/ User Depot (depending upon where rejected material was accounted for after receipt from vendor) on iMMS/UDM after getting the warranty rejected material from end-user. Before, issuing the “Warranty Rejection Advice”, the concerned user of iMMS/UDM & gazetted officer shall satisfy himself about the availability of the rejected material, correctness of PO (Purchase Order) and applicability of warranty period and ensure that other details including reason(s) for warranty rejection are genuine as per specification, drawing and terms and conditions of the Contract. This should be decided within 15 days.</p>
(ii)	<p>Rejected material shall be taken out from the ledger of Stock-Holder in iMMS/UDM (as the case may be). The “Warranty Rejection Advice” shall be issued on iMMS/UDM by attached Stores Depot/ User Depot to all concerned i.e. firm, purchaser, pre-inspecting agency, vendor approving agency, paying authority etc. as per the contract-without fail.</p>
(iii)	<p>In the Warranty Rejection Advice, the vendor shall be called upon for replacement of rejected stores or for deposition of equivalent amount of rejected material, within a period of 60 days from the date of Warranty Rejection Advice. Date of issue of Warranty Rejection Advice by gazetted officer to be taken as date of Warranty Rejection Advice.</p>
(iv)	<p>It shall be ensured that initiation of warranty complaint by user and issue of Warranty Rejection Advice in UDM/iMMS is not delayed by concerned officials/officers and warranty rejection advice should be issued within 15 days of detection of warranty complaint. However, if the warranty complaint is detected within warranty period, the “Warranty Rejection Advice” must be issued within warranty period.</p> <p>On issue of “Warranty Rejection Advice”, the “Warranty Rejection Register” should automatically get updated.</p>
(v)	<p>On getting “warranty rejection advice”, inspection agency shall take suitable action for any system improvements required to improve inspection process. Recovery of inspection charges from the concerned inspecting agency for the rejected item(s) shall be made by any Bill Paying Authority across IR only in case of Epidemic Failures after holding Joint Inspection when it is established that such rejection has taken place due to failure attributable to the Inspecting Agency as per its role under the Purchase Order. In such cases, after joint inspection, “Inspection Charges Recovery Advice” shall be issued by officer issuing “warranty rejection advice”. Claim for recovery of inspection charges against the concerned 3rd party inspecting agency (like RITES etc.) shall automatically get noted into “Centralized Recovery Register” maintained in IPAS on the basis of “Inspection Charges Recovery Advice”; which shall specifically mention the name of inspecting agency and rate of inspection charges on pro-rata basis for the quantity rejected. After recovery of inspection charges by any Bill Paying Authority, “Centralized Recovery Register” w.r.t. recovery of inspection charges to be automatically updated in IPAS to that extent so as to avoid multiple recoveries of inspection charges by different Railways and communicate the recovered amount to iMMS/ UDM.</p>
(vi)	Deleted
(vii)	<p>Firm shall be allowed to collect the rejected materials only after deposition of payments already made by Railway (if any) to them or after recovery of equivalent amount by Accounts or against replacement quantity. Rejected material should be suitably defaced before handing-over to the firm to avoid re-use and necessary provision about digital capturing in respective modules may be done.</p>

(viii)	<p>Warranty Quantity Replacement-</p> <p>a.) Replacement of rejected quantity shall be made to the end consignee at the Stores Depot/User Depot which received the original supply from the firm.</p> <p>b.) The warranty quantity replacement will be supplied and accounted for in iMMS through R/Note & RO if “Warranty Rejection Advice” has been issued through iMMS. However, where “Warranty Rejection Advice” has been issued through UDM, the warranty quantity replacement will be supplied and accounted for in UDM through CRN. R-Note/CRN should be clearly marked as “Warranty Replacement CRN/R-Note, Not for Payment”.</p> <p>c.) “Item/equipment supplied against a particular warranty claim should be used to close that warranty claim only. Any alternate use of the material can be done only with the written consent of the firm.”</p>
(ix)	<p>Replaced/rectified material shall have warranty for the replaced/rectified goods till the original warranty period plus the time from the warranty rejection advice to material replacement/rectification. Record for the same shall be maintained by the system.</p>
(x)	<p>Vendor would be permitted to lift the rejected material (subject to clause 2(A)(vii) above) “free of cost” within the period mentioned in Para 2(A)(iii) above (i.e. 60 days from the date of Warranty Rejection Advice). After this time, ground rent shall be applicable.</p> <p>In cases where firm fails to lift the warranty rejected material within the time period mentioned in IRS conditions of contract (Latest), at the expiry of the period, no claim whatsoever shall lie against the purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the IRS conditions of contract (Latest) relating to 'rejection of goods', 'Inspection of goods', 'Consequences of rejection' and 'Termination of contract' shall apply. However, in case the material under warranty rejection is not lying in Railway premises but is running online or being actively used by Railways, this clause shall not be applicable.</p>
(xi)	<p>In case disposal/closure/settlement of the Warranty Rejection Advice is not done by firm within the period of 60 days, Recovery Advice of equivalent amount of rejected material for which Warranty Claim has not been disposed/closed/settled shall be automatically sent from iMMS/UDM (depending upon from where Warranty Rejection Advice has been issued) to IPAS and the “Centralized Recovery Register” of IPAS shall be automatically updated for recovery. Any Bill Paying Authority across IR shall recover the amount mentioned in “Centralized Recovery Register” from firm’s Bill(s), if any. Paying Authorities should not delay the recovery and ensure recovery expeditiously. Even if the payable amount against a Bill are not enough for the full recovery against a Warranty Claim, the Paying Authority should proceed with partial recovery to the extent of payable amount against that Bill and balance recovery amount will remain in the “Centralized Recovery Register” for further recoveries from other Bill(s). After recovery, the “Centralized Recovery Register” should be automatically updated immediately to avoid multiple recoveries by different Railways and communicate the recovered amount to IMMS/ UDM.</p>
(xii)	<p>(a) Generally, there should not be any cases where warranty rejection is not disposed/ settled/closed by the vendor within a period of 60 days. R-Note/CRN should be promptly issued in such cases within 60 days period only. Even if warranty is closed/disposed/settled at the fag end of 60 day period, efforts should be made to issue R-Note/CRN within 60 days period only so that no recovery is done.</p> <p>(b) Once recovery has been made by Accounts or the recovery amount has been deposited by vendor, replacement/rectification/re-inspection of the warranty rejected quantity should not be allowed after period of 60 days from date of issue of warranty rejection advice. While receiving fresh replacement supplies/allowing Reinspection/Rectification by vendor against Warranty Rejection Advice after the period of 60 days, user in IMMS/UDM must ensure that these activities are allowed only to the extant the Claim amount has not been recovered by Railways. Once recovery of the warranty claim amount is made in IPAS/deposition by the firm, user will not be allowed to initiate process of receipt of fresh replacement supplies / Reinspection / Rectification to the extent recovery of the Warranty Claim amount has</p>

	<p>been completed in IPAS/deposited by firm against Warranty Rejection Advice.</p> <p>(c) However, cases where due to extreme urgency affecting outturn, operation etc. it is in Railways' own interest to allow replacement/ rectification/ re- inspection after a period of 60 days from issue of warranty rejection advice,' it may be permitted with the approval of gazetted officer of minimum JAG level of the office issuing warranty rejection advice.</p> <p>In such cases "Recovery Refund Letter" should be issued by gazetted officer of the office issuing warranty rejection advice to the extent permission is granted and warranty rejection is disposed/ settled/ closed by the vendor. However, ground rent as per clause 2.18.2(A) (ix) above shall be applicable in such cases also.</p> <p>(d) Recovery Refund Letter" shall also be issued by gazetted officer of the office issuing warranty rejection advice in the following cases:</p> <ol style="list-style-type: none"> If warranty is closed/ disposed/ settled within 60 day period and R-Note/ CRN is issued after 60 day period. Amount deposited by vendor before recovery but details of such deposit entered by user after recovery; Warranty rejection advice withdrawn altogether after recovery; and In other instances like court cases/ arbitration judgment/order, etc. after recovery. Cases where, in spite of issue of warranty rejection advice, the item under warranty rejection has been actively running online or being actively used by Railways due to practical considerations. However, firm should be advised to close the warranty as early as possible. In the normal course, such situations should not arise and should be exception only. <p>(e) The vendor may submit his supplementary bill on the basis of "Recovery Refund Letter" to the concerned paying authority which has deducted the refundable amount online or offline depending upon the case whether the bill against which recovery has been made was submitted online or offline.</p> <p>(f) IPAS shall pass on information of such refunds against recovery refund order and warranty rejection advice to IMMS/UDM so that this information can be made available to all stakeholders. Necessary checks and balances should be provided in IPAS to ensure that vendor is not refunded a recovery amount more than recovery amount or the amount mentioned in recovery refund order.</p> <p>(g) However, if the recovery amount has been transferred by recovering railway to the Railway issuing warranty rejection advice, such information shall be passed on to all stakeholders by IPAS including to the vendor also to claim his refund. In such cases Supplementary bill shall be submitted to the railway where amount has been transferred.</p>
(xiii)	<p>Inspection of Replacement Supply- In line with IRS conditions of contract (Latest), Vendor shall bear all cost of such replacement including freight, cost of inspection and inspection charges to inspecting agency, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account. The replacement supply shall normally be inspected by the same inspection agency which inspected and passed the original supply. However, inspection clause for replacement of quantity rejected under warranty can be changed from 3rd Party Inspection (RITES/RDSO etc.) to Consignee Inspection with the approval of minimum JA grade level officer of the office issuing Warranty Rejection Advice, duly considering practicability of the case due to low quantity/value, criticality of the item, quality issues involved etc.</p>
(xiv) (a)	<p>Warranty Rejection Advice (Claim) Withdrawal:</p> <p>In case Claim issued for incorrect quantity/value or issued on some other vendor incorrectly or when Warranty is not admissible due to any reason, warranty rejection claim shall be withdrawn and "Warranty Rejection Advice (Claim) Withdrawal Letter" by minimum JA Grade Officer of the office issuing Warranty Rejection Advice, shall be issued for withdrawal of Warranty Claim.</p>

(xiv) (b)	The status of lodged warranty claims due to failures not admissible as warranty claim due to any reason must be reviewed by Zonal Railways (JAG level officer as per Para 6(ii)) regularly for early resolution and withdrawal.
(xiv) (c)	Zonal Railways/PUs shall nominate a SAG level officer from each of the concerned user departments to regularly monitor the status of pending warranty claims, timely closure of warranty claims in cases where user has already confirmed the closure and disputed warranty rejection cases and ensure that these disputes are decided timely.
(XV)	Timely issue of Warranty replacement CRN/ R-Note and Recovery Refund Letter are essential for efficient warranty management. Therefore following timelines shall be adhered to: i Recovery Refund Letter, wherever required, shall be issued simultaneously with Warranty replacement CRN/ R-Note. ii Warranty replacement CRN/ R-Note and Recovery Refund Letter (wherever required) shall be issued within 10 working days of compliance of warranty obligation by the supplier.
B.	For Warranty rejection in Shop/Shed etc of the material received from a PU or a Stores Depot or User Depot which is not the attached Depot of the end user including that received directly through centralized procurement (both Stock and Non-stock items):
(i)	In such cases it may not be convenient for the end user to either return the material or communicate to the Stores Depot/User Depot (where the accountal of supply received from vendor was originally made). Thus, in all such cases, the warranty rejected material shall be kept in safe custody of the end user. End User shall register the warranty complaints with reasons and other details, as required, on the system like CMM/FMM/WISE/SLAM/MU etc. available with them and electronically transfer such data to UDM through integrated system or shall register the warranty rejections directly in UDM (as convenient and practical for the end user). "Warranty Rejection Advice" (i.e. warranty claims lodging) shall be issued to the firm with the approval of gazetted officer of the end user on UDM after linking with PO, R/Note/CRN/Accountal Details. Before, issuing the "Warranty Rejection Advice", the concerned user of UDM & gazetted officer shall satisfy himself about the availability of the rejected material, correctness of PO and applicability of warranty period and ensure that other details including reason(s) of warranty rejection are genuine as per specification, drawing and terms and conditions of the Contract.
(ii)	The "Warranty Rejection Advice" shall be issued on UDM by End User to all concerned i.e. firm, purchaser, pre-inspecting agency (if known), vendor approving agency, paying authority etc without fail.
(iii)	Warranty Quantity Replacement- (a) Replacement of rejected quantity shall be made at the end of end user. (b) The warranty quantity replacement will be supplied and accounted for in UDM through CRN. The CRN should be clearly marked as "Warranty Replacement CRN, Not for Payment".
(iv)	Other provision shall be as per sub-Para (iii) to (xiii) of Para 2.18.2(A) above, except Para (viii) of 2.18.2(A).
C.	For Warranty rejections in the field where material rejected was fitted at some other Workshop/Shed/Depot- Material either received or fitted through Supply Contract or Works Contract or Service Contract (both Stock and Non-stock items)-
(i)	In such cases it may not be convenient for the end user to either return the material or communicate to the Stores Depot/User Depot (where the accountal of supply received from vendor was originally made) or to the concerned Workshop where items were fitted.
(ii)	Such case shall also be dealt as per Para 2.18.2(B) above.

D.	Warranty rejections of Rolling Stocks received from Railway PUs/PSUs/Workshops/Private Manufacturers and their components -		
(i)	Rolling Stocks are manufactured by following agencies:		
	SN	Type of Rolling Stock	Manufactured by
	1	Wagons	Private Manufacturers, Railway PSU, Railway Workshop. Railway PUs/PSUs/Private Manufacturers.
	2	Coaches	
	3	Locomotives	
	4	Train-Sets	
	5	MEMU,DEMU,EMU etc.	
(ii)	Manufacturing Units of Rolling Stocks should provide the following details of all components/subassemblies used/fitted in that rolling stock to inspecting agency as well as consignee railway/end user. Inspecting agency, during inspection of Rolling Stock shall ensure digital capture/entry of this data into the respective digital platform. a. Rolling Stock Number b. Name of the Rolling Stock supplier c. Contract number & Date against which Rolling stock supplied to Railway d. Contact details of Rolling Stock Supplier e. Name and address of component manufacturer and/or supplier. f. Date of manufacture of component (MM/YYYY). g. Inspecting agency for the component. h. Inspection details of component i. Warranty of component in months. j. Vendor Approving agency of the component. k. Batch/Product Marking, serial number etc of component. l. Any further details to facilitate complete identification of the supplier of component by end user.		
(iii)	For individual components, all Rolling Stock Manufacturers/Suppliers shall be responsible to honour the warranty claims on the basis of warranty period of individual components instead of the entire rolling stock.		
(iv)	The warranty settlement will be processed as per procedure as under-		
	a. Rolling stock is supplied by a private manufacturer or Railway/other PSUs- Warranty claim shall be lodged against Rolling Stock supplier. This shall be same case as 2.18.1(B) above except that in case of items appearing in the approved vendor list of vendor approving agencies, information about such cases shall also be shared with vendor approving agencies. Rolling Stock Supplier shall be the interface between Railway and component supplier. He has to organize the complete warranty settlement. Any action by the component supplier shall be at the specific direction and authority of Rolling Stock supplier.		
	b. Rolling stock supplied by Railway PUs, Workshop- In all such cases, the warranty rejected material shall be kept in safe custody of the end user. End User shall register the warranty rejections with reasons of rejection and other details, as required, on the system like CMM/FMM/WISE/SLAM/MU etc. available with them & transfer such data to UDM or shall register the warranty rejections directly in UDM (as convenient and practical for the end- user). The concerned Railway PU or Workshop shall replace the rejected component within 60 days from warranty rejection registration date at the end of concerned end User registering the warranty rejection either as a fresh supply by Railway PU/workshop or get it replaced/rectified through the component manufacturer/supplier whose supplies have been rejected. Simultaneously, the Railway PU/Workshop shall raise the warranty claim by issuing “Warranty Rejection Advice” on UDM on concerned component manufacturer/supplier separately from their end as per the process detailed in Para 2.18.1(B) above.		