

**STORES/CRJ/CLW
TENDER DOCUMENT**

Tender No: 70255017

Closing Date/Time: 04/09/2025 11:00

Principal Chief Material Manager acting for and on behalf of The President of India invites E-Tenders against Tender No **70255017** Closing Date/Time 04/09/2025 11:00 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Bidding type	Normal Tender	Template	Normal
Contract type	Goods	Contract Category	Expenditure
Tender No	70255017	Tender Type	Open - Indigenous
Evaluation Criteria	Total Value Wise	Bidding System	Single Packet
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Tendering Section	70		
Inspection Agency	TPI Agency	Publishing Date / Time	11/08/2025 14:13
Item Category	General	Bidding to be Done on	IREPS
Procure From Approved Sources	No	Approving Agency	Not Applicable
Closing Date Time	04/09/2025 11:00		
Validity of Offer (Days)	120	Ranking Order for Bids	Lowest to Highest
Tender Doc. Cost (INR)	0.00	Earnest Money (INR)	5000000.00
Tender Title	Distributed power wireless control system (DPWCS) for three phase freight locomotive with Brake Interface Unit for CCB brake system only.		

2. ITEM DETAILS

S.No.	PL Code (Group)	Item Type GST(Y/N)	Stock / NonStock	Ordering	Consider For Eval	Approving Agency	Inspection Agency	Currency Allowed	Estimated Rate
1	290201880017	Goods (Y)	Non Stock	---	Yes		TPI Agency	INR	
	Description : Distributed Power Wireless Control System (DPWCS) for three phase freight locomotive with brake interface unit for CCB brake system only. (One set of DPWCS Equipment shall comprise equipment for two Locomotives). RDSO Spec. No. RDSO/2019/EL/SPEC/0142, Rev. 0. Comprehensive Annual Maintenance for 03 (three) years will be as per CLW AMC Condition No. CLW/AMC/CD&D/02 issued on August- 2016. [Warranty Period: 72 Months after the date of delivery]]								
Consignee	DEE [TRS] BSL, CR		Maharashtra		13.00 Set				
	DIV. ELECT. ENGINEER/TRS/LUDHIANA, NR		Punjab		30.00 Set				
	DME/DSL/TKD, NR		Delhi		11.00 Set				
	SENIOR SECTION ENGINEER (DIESEL) VATVA, WR		Gujarat		37.00 Set				
	SENIOR SECTION ENGINEER (R/STOCK) VADODARA YARD, WR		Gujarat		8.00 Set				
	SENIOR SECTION ENGINEER (STORES) VALSAD, WR		Gujarat		32.00 Set				
	SR.DEE/ELS/KZJ, SCR		Telangana		40.00 Set				
	SR.DEE/TRS/JHS, NCR		Uttar Pradesh		5.00 Set				
	SR.DME [D] PA, CR		Maharashtra		4.00 Set				
	SR.DME/DSL/BGKT, NWR		Rajasthan		21.00 Set				
	SR.SEC.ENG. (STORES) TRS AJNI., CR		Maharashtra		20.00 Set				
	SSE(D)/DLS/VSKP, ECOR		Andhra Pradesh		42.00 Set				
	SSE(M)TRS/BNDM, SER		Odisha		15.00 Set				
	SSE(S)/ELS/TATA, SER		Jharkhand		26.00 Set				
	SSE(Store)/TRS/ELS/ASN, ER		West Bengal		56.00 Set				
	SSE/D/MECH./MLDT, NFR		West Bengal		31.00 Set				
	SSE/DIESEL/NER/IZN, NER		Uttar Pradesh		9.00 Set				

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	SSE/DSL/GD, NER	Uttar Pradesh	14.00 Set
	SSE/DSL/GY., SCR	Andhra Pradesh	25.00 Set
	SSE/DSL/MLY, SCR	Telangana	10.00 Set
	SSE/ELS/AJJ, SR	Tamil Nadu	8.00 Set
	SSE/ELS/ITARSI, WCR	Madhya Pradesh	48.00 Set
	SSE/ELS/KJGY/SRE, NR	Uttar Pradesh	27.00 Set
	SSE/ELS/SYH, NER	Uttar Pradesh	6.00 Set
	SSE/S/ELS/VSKP, ECOR	Andhra Pradesh	54.00 Set
	SSE/ST/ELS/BZA, SCR	Andhra Pradesh	25.00 Set
	SSE/ST/ELS/LGD, SCR	Telangana	12.00 Set
	SSE/STORES/ELS/TRS/NKJ, WCR	Madhya Pradesh	40.00 Set
	SSE/STORES/TUGLAKABAD, WCR	Delhi	34.00 Set
	SSE/TRS/BKSC, SER	Jharkhand	63.00 Set
	SSE/TRS/BSP, SECR	Chhattisgarh	68.00 Set
	SSE/TRS/DDU, ECR	Uttar Pradesh	34.00 Set
	SSE/TRS/GMO, ECR	Jharkhand	39.00 Set
	SSE/TRS/PTRU, ECR	Jharkhand	33.00 Set
	SSE/TRS/ROURKELA, SER	Odisha	51.00 Set
	Sr.DEE/RS/CNB, NCR	Uttar Pradesh	40.00 Set
	Sr.DEE/TRS/Daund, CR	Maharashtra	15.00 Set
	Sr.DME/DSL/UBL, SWR	Karnataka	48.00 Set
Inspection Details	Stage Inspection Not Required		

3. T AND C

F.O.R

Description
Destination

Delivery Period

Description	Delivery /Completion	Rate of Supply
For all items	Completion : Within 18 Months	For prototype unit if applicable within 06 months from date of purchase order. For regular unit within 18 months from the date of issue of purchase order or as mentioned in PO. (To be read with Para 11.1 to 11.4 of CLW Bid Document 2025 [REV-III]).

Payment Terms

S.No	Description
Payment Terms	
1	Payment Terms: For Zonal Railway Consignee / PUs, 95% payment on supply of material and remaining 5% after successful commissioning certificate of material issued by the gazetted officer at consignee end. Consignee will generate online CRC/CRN and forward the bill online to PFA/CLW through UDM. Consignee & firm will give information of supply to AEE/L&S/CLW/CRJ after acceptance of supplied item.
2	Developmental Order with Prototype Inspection Clause: Receipt Note will be issued based on Provisional Inspection Certificate only for accountal purpose, not for making any payment to firm and 100 % Payment will be made after issuance of Final Inspection Certificate and other relevant documents.

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3	Payment Terms for AMC:- (Ref:- Condition for AMC vide Spec. No. CLW/AMC/C-D&D/02 Para-11.0). 1. The total yearly payment shall be made in four equal installments and such installments of the payment shall be made against the bill by the contractor every quarterly which is certified by the nominated officer for completion of maintenance and after calculation of penalties as stipulated in Para- 10.0, 11.0, 12.0, 13.0, & 14.0 of specification. On account of penalty or non performance of a planned scheduled maintenance, such dues, if any shall be deducted as above. 2. The bills submitted by the firm for payment must accompany: (i) The certificate of maintenance of the locomotives issued by nominated Officer. (ii) The above bill shall bear the individual locomotive number of the locomotives maintained by the firm for each quarter covered under this AMC.
4	Payment of AMC for the supply at different ZONES will be made by the PFA of the respective ZONE.

Statutory Variation Clause

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

Option Clause

S.No	Description
1	Purchasers shall be entitled to increase the ordered quantity by 30 percent anytime during the delivery period by giving reasonable notice. Reasonable notice as mentioned here is only for the purpose of allowing the Contractor suitable time to make necessary arrangement for supplies and not for seeking any Consent from the contractor toward exercise of contractual option clause. The tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise plus 30 percent option in one or more than one installment as long as the total variation in quantity does not exceed the limit of 30 percent of ordered quantity.

Railway Standard Fall Clause

S.No	Description
1	Fall Clause is not applicable for this tender

Standard Governing Conditions

S.No	Description
1	IRS Conditions of Contract: The contract shall be governed by latest version (along with all correction slips) of IRS conditions of contract.
2	Contract placed against this tender shall also be governed by the terms and conditions mentioned in the Special Condition of contract if any, Tender Schedule as well as in Section-I: instruction to the Tenderers and Section-II: General Conditions of Tender/Contracts contained in the attached CLW Bid Document 2025 [Rev-III] (Copy enclosed).

4. ELIGIBILITY CONDITIONS

Special Eligibility Criteria

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Bulk Orders (Minimum 80%): The bidders who have successfully supplied, installed and commissioned Radio Remote Control System (RRCS)/ Distributed Power Wireless Control System (DPWCS) in three phase electric locomotives and prototype clearance (Final IC) is issued as on tender opening date shall be considered for placement of bulk order.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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2	Developmental order (Up to 20%): The bidders who have successfully manufactured Radio Remote Control System (RRCS)/ Distributed Power Wireless Control System (DPWCS) at least one pair (minimum 2 nos.) of electrical/diesel locomotives and completed Prototype Testing and Dispatch clearance (Provisional IC) is issued and prototype clearance (Final IC) is not issued as on tender opening date shall be considered for placement of developmental order.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
3	Educational Order (Up to 5%): Bidders not fulfilling above eligibility criteria must submit the details of equipment / quality control, M&P, QAP, ISO, credentials of similar item and other documents to substantiate their capability to develop this item. Such offers may be considered for educational order purposes, if found technically suitable.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
4	BIDDER: An Indian manufacturing company or Indian subsidiary/ Associate company of a foreign manufacturer or an Indian firm having MOU/Consortium/JV agreement with the foreign company qualifying the eligibility criteria.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
5	Bidder must fulfill the conditions for responsiveness of offer mentioned in the tender document, failing which, their offer will be summarily rejected.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

5. COMPLIANCE CONDITIONS

Check List

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Have you gone through the terms and conditions mentioned in the Tender Schedule, Special Conditions of the tender if any and the CLW Bid Document 2025 [Rev-III] (copy enclosed)? Having participated in the tender, it will be considered that you have gone through all the conditions mentioned in these documents and the same are accepted by you.	Normal	Applicable to all bidders	No	No	Not Allowed
2	Have you agreed to supply the tendered stores at the rates quoted by you in accordance with the IRS conditions of contract and in accordance with special and other conditions specified / attached with the tender?	Normal	Applicable to all bidders	No	No	Not Allowed
3	Have you ensured that you have not quoted/ uploaded any commercial/ technical deviations/ financial term in place other than specified in the tender enquiry or otherwise the same will not be considered and will be ignored? Any contract placed after ignoring such financial/ commercial terms at the place other than the specified in tender enquiry will be binding on you.	Normal	Applicable to all bidders	No	No	Not Allowed
4	Have you ensured that you are GST compliant and you have quoted Tax structure/ rates as per GST law?	Normal	Applicable to all bidders	No	No	Not Allowed

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5	Have you attached the self declaration certificate for percentage of local content and details of location where local value addition is made?	Normal	Applicable to all bidders	No	No	Not Allowed
6	Have you attached along with the offer 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 ?	Normal	Applicable to all bidders	No	No	Not Allowed
7	Have you mentioned the percentage of local content in the relevant para of techno commercial offer form.	Normal	Applicable to all bidders	No	No	Not Allowed
8	Have you read the Public procurement policy: Make In India guidelines attached to the tender and offered bid after complying the conditions mentioned therein?	Normal	Applicable to all bidders	No	No	Not Allowed
9	Have you agreed for submission of SD if you are not exempted from the same as per the tender condition mentioned in CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed)?	Normal	Applicable to all bidders	No	No	Not Allowed
10	Have you attached relevant document for MSE if you claimed purchase preference as MSE firm.	Normal	Applicable to all bidders	No	No	Not Allowed
11	Have you attached along with the offer a certificate for compliance of OM of MoF dated 23.07.2020 ?	Normal	Applicable to all bidders	No	No	Not Allowed
12	Have you enclosed signed copy of Bid securing declaration i.e. Annexure A in case you have claimed exemption from EMD/SD.	Normal	Applicable to all bidders	No	No	Not Allowed
13	Have you noted that this tender is through single bid system (without e-Reverse Auction)?	Normal	Applicable to all bidders	No	No	Not Allowed
14	Have you enclosed signed copy of self certified undertakings i.e. Annexure B ?	Normal	Applicable to all bidders	No	No	Not Allowed
15	Have you noted pre-decided rate of AMC during quoting of offer?	Normal	Applicable to all bidders	No	No	Not Allowed
16	Have you quoted single freight rate, if any, for supply to any zonal consignee over Indian Railways?	Normal	Applicable to all bidders	No	No	Not Allowed

Commercial-Compliance

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
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1	(a) All the bidders/Tenderers while quoting the rates should clearly indicate HSN Code, the rate of applicable duties and taxes included in the prices quoted by them. Any variation in tax structure/rate due to introduction of GST, shall be dealt with under Statutory Variation Clause (b) All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law. (c) All vendors should have GST Registration Number. (d) GST Act and Rules as applicable from time to time is applicable (e) No bills for payment will be accepted without GST registration. (f) In case the successful tenderer is not liable to be registered under CGST/GST/ UTGST/SGST ACT, the railway shall deduct the applicable GST from his/their bills under reverse charge mechanism [RCM] and deposit the same to the concerned tax authority.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
2	Force Majeure Clause: As per IRS Condition of contract.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
3	The Firm shall pass on (as per section 17 (1) of CGST/SGST Act) any reduction in tax rate on supply of goods or any benefit of input tax credit to the Railway through a commensurate reduction in price without any undue delay. To the above effect the firm should give declaration that all the benefits accruing on account of change in tax rate and any additional input tax credit (ITC benefit) shall be passed on the Railways.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
4	The bidder agrees to supply the tendered stores at the rates quoted by him in accordance with the IRS Conditions of Contract and [or] special Conditions and [or] other Conditions specified/attached with the tender.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
5	EMD: - All bidders except those are exempted from submitting EMD as per relevant para of CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed), shall be required to submit EMD as per the amount mentioned in the tender schedule. Offer submitted by bidders without EMD who are not eligible for exemption shall be summarily rejected.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
6	Vendors who claim for exemption from payment of Earnest Money (EMD) as per the relevant para of CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed) shall have to attach scanned copy of requisite documentary evidence in support of their claim along with offer, failing which the offer will be considered invalid, without Earnest Money and will be summarily rejected .	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
7	Annexure A: All Tenderers claiming exemption from submitting EMD/SD, shall be required to sign a bid security declaration as per Annexure-A (copy enclosed). By seeking exemption of EMD/SD by the tenderer, it will be considered that the contents of Annexure A have been read and unconditionally agreed to and accepted by the tenderers.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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8	Security Deposit [S.D.] : Bidders must agree to furnish Security Deposit [S.D.] as applicable @ 5% of contract value subject to maximum ceiling limit as mentioned in CLW BID DOCUMENT 2025 [Rev.III] failing which their offers will be summarily rejected. Bidders claiming exemption from paying Security Deposit [S.D.] must upload requisite document towards such claim, along with the offer as per relevant para of CLW BID DOCUMENT 2025 [Rev.III] (Copy enclosed).	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
9	Warranty: The warranty of the complete system will be 72 months from the delivery or 60 months from the date of satisfactory commissioning and acceptance test of the item, whichever is earlier. The contractor shall ensure round the clock availability of qualified engineer at the nominated electric loco shed for the first two years. After expiry of warranty, the AMC for 03 [Three] years as per terms and conditions shall be applicable.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
10	In compliance to Public Procurement (Preference to Make in India), Order2017 - Rev circulated vide Railway Board letter no.2020/RS(G)/779/2/Pt.1 (E-3322671) dated 20.08.24 (Copy enclosed), the Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier. They shall also give details of the location(s) at which the local value addition is made.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
11	The tender is governed by public procurement (Preference to Make in India) order compliant. Class-I/ Class-II local suppliers shall be required to provide along with the offer 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.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
12	Bidders claiming to avail benefits and preferential treatment extended to Micro and Small Enterprises [MSEs] should necessarily enclose relevant document. Bidder may please refer the CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed) in this regard.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
13	The authorized dealer has to upload the tender specific authorization letter from the manufacturer authorizing him to submit offer against this tender. The tender specific authorization to the tender should be directly from the manufacturer without which, the offer will be summarily rejected.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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14	<p>Bidder to submit a certificate, as mentioned hereunder, along with a bid for compliance of OM of MoF dated 23.07.2020. Model Certificate: "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)".</p> <p>Even if the bidder does not give such declaration along with the offer and submits the offer then it will be considered that the contents of above declaration have been read and unconditionally agreed and accepted by the tenderer. If the bidders are not agreeable to this declaration they have to categorically mention about the disagreement in Techno Commercial Deviation. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
15	<p>Tenderers other than those who are exempted from paying Earnest Money/ in whose favour Earnest money Payment may be waived as detailed in CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed) shall be required to pay Earnest Money online through Payment Gateway facility provided on the website (using debit/credit card or internet banking) failing which, their offers shall be summarily rejected. No other mode of submission of EMD is allowed.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
16	<p>Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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17	The bidder shall give CA Certificate for local content in the quoted item (goods/works/services) at the time of tendering being tender value more than Rs. 10 Cr. However, firm can also furnish CA Certificate at the time of execution of the project, for all contracts above INR 10 crores, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by cost / chartered accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from cost/chartered accountant after completion of contract, within time limit as mentioned in the contract. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account [Ref: Section-I, Para-14, Sub Para-7 of CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed).	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
18	All bidders shall confirm declaration as below in compliance of restrictions under Rule 144 (xi) of GFR -2017 and as per relevant Para of "CLW Bid Document 2025 [Rev-III]" :- a) I have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India. b) I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. c) I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (where applicable, evidence of valid registration by the competent authority is attached). d) I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority" OR "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement [Strike of (one of the two) which is not applicable]. I certify that this bidder has valid registration to participate in this procurement." If the bidder fails to give such declaration, as above, then it will be presumed that the contents of above declaration have been read and unconditionally agreed and accepted by the tenderer. If any tenderer is not agreeable to this declaration they have to categorically mention about the disagreement in Techno Commercial Deviation.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
19	This tender is through single bid system (without e-Reverse Auction).	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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20	After expiry of Warranty, the validity of AMC for 03 (three) years and extendable upto 05 (five) years (Ref: Condition for AMC vide Specn No. CLW/AMC/C-D&D/02 issued on August 2016 Para- 7.0).	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
21	Conditions for Annual Maintenance- After expiry of Warranty Period of the equipment, a contract will be concluded by Zonal Railway where the locomotives installed with DPWCS with BIU for CCB Brake System will be homed. Execution of contract for maintenance of the equipment will be monitored by concerned Zonal Railway Authority. Rate of maintenance of equipment is already mentioned in this tender.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
22	<p>CONTRACT PERFORMANCE GUARANTEE FOR AMC:</p> <p>The contractor shall submit Performance Guarantee to concerned zonal consignee for amount equivalent to 5 % of contract agreement for (M X 12 + 2) months where M is the no. of months for which contract agreement is to be signed. This Performance Guarantee shall be in the form of Bank Guarantee. The user Railway may forfeit the BG in case of the failure of the firm in execution of the contract or in the event of breach of any terms and conditions of contract by the contractor (ref: Para-13.0 of AMC Condition)</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
23	The bidders/ tenderers have to quote the rates for Capital cost of DPWCS WITH BIU FOR CCB BRAKE SYSTEM i.e. supply, installation, testing and commissioning of complete system. During the maintenance period after completion of warranty period, the Contractor shall be paid for its Maintenance obligations @ 2.5% (Two point five percent) of the total Capital cost of equipment as per predefined cost of AMC equipment pertaining to the fleet in holding with Authority per annum, from the date of completion of Warranty Period till completion of Maintenance (i.e. 03 years after expiry of normal warranty period). The condition of AMC will remain be governed by Comprehensive Annual Maintenance CLW Spec no. CLW/AMC/C-D&D/02 issued on August 2016 (copy attached).	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

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24	<p>Formula for Price adjustment for Maintenance Price:</p> <p>Lump sum payment for Maintenance shall be adjusted every quarter for changes in rates and prices of various inputs in accordance with the formula given below:</p> $V = P \times (W_i - W_0) / W_0$ <p>Where</p> <p>V = Increase or decrease in the quarterly lump sum payment.</p> <p>P = Quarterly lump sum payment due to the Contractor after adjusting any reduction in payment for non-compliance of the Maintenance Requirements.</p> <p>W₀ = The wholesale price index (all commodities) for the month of the tender opening date as Base date.</p> <p>W_i = The wholesale price index (all commodities) for the first day of the quarter under consideration for determining the price adjustment.</p> <p>(The annual AMC price for Maintenance obligations shall be, inclusive of all taxes. As per the AMC Spec no. CLW/AMC/C-D&D/02 issued on August 2016, total yearly payment shall be made in four equal installments every quarter. Accordingly, The amount payable for maintenance shall be adjusted to reflect any increase or decrease arising out of variation in WPI to be determined in accordance with the provisions of the Contract)</p>	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
25	For AMC Contract: Base date of WPI for price adjustment, shall be the tender opening date (or month which will be available).	Normal	Applicable to all bidders	Yes	Yes	Not Allowed
26	Inter-se ranking position will be based on Total Unit Rate (TUR) for deliveries upto any location over Indian Railways	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
27	The materials are to be delivered at various consignees situated in different zonal sheds of Indian Railway. Firm should quote a single freight rate, if any, for supply to any consignee over Indian Railway.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
28	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	Normal	Applicable to all bidders	No	Yes	Allowed (Optional)

General Instructions

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	The bidder should note that the Rates and other financial terms quoted in relevant columns of financial bid will only acceptable and taken for evaluation, such terms quoted anywhere else shall be ignored.	Normal	Applicable to all bidders	No	No	Not Allowed

Other Conditions

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S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Routine Inspection by TPI Agency. Stage Inspection Required: No.	Normal	Applicable to all bidders	No	No	Not Allowed
2	Prototype Inspection: Prototype inspection wherever required will be done by authorized representative of CDE/CLW/CRJ.	Normal	Applicable to all bidders	No	No	Not Allowed

Special Conditions

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	<p>Purchase Preference to MSE: MSE bidders whose bids are technically suitable and quote a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from other than a MSE. Such MSEs can be together ordered up to 25% of net procurable quantity.</p> <p>A minimum of 4% of the net procurable quantity within the 25% of quantity earmarked for MSEs will be from MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L-1 price, 4% of procurable quantity earmarked from MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs will be met from other MSEs.</p> <p>A minimum of 3% of net procurable quantity, within the 25% of procurable quantity earmarked for MSEs will be procured from women owned MSEs.</p> <p>For detailed tender condition in this regard please refer relevant para of CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed).</p>	Normal	Applicable to all bidders	No	No	Not Allowed
2	<p>In a tender, either the authorized agent/dealer on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item in the same tender. Further, against a particular tender, one Principal/OEM cannot issue Tender Specific Authorization to more than one agent/dealer.</p> <p>If an authorized agent/dealer submits bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in same tender for the same item/product.</p> <p>Please refer to the CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed) for detailed tender condition in this regard.</p>	Normal	Applicable to all bidders	No	No	Not Allowed

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3	Liquidated Damage (L.D): Extension of delivery period may be considered in deserving cases where genuine reasons exist. Such extensions of delivery period may be considered with liquidated damages as per IRS Conditions of Contract and Denial Clause. Railway shall recover from the contractor as agreed Liquidated Damages and not by way of penalty, a sum equivalent to 1/2% (half percent) of the price of any stores (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 each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% (ten percent) of the value of the contract irrespective of delays, unless otherwise provided specifically in the contract.	Normal	Applicable to all bidders	No	No	Not Allowed
4	CLW reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. For detailed tender condition in this regard bidders to please refer to the relevant tender condition mentioned in e-tender Document of CLW BID DOCUMENT 2025 [Rev.III] (copy enclosed).	Normal	Applicable to all bidders	No	No	Not Allowed
5	This tender will be governed by Public Procurement (Preference to Make in India) revised rules as per Order of Ministry of Commerce and Industry Department for Promotion of Industry and Internal Trade circulated by Railway Board vide letter no. 2020/RS(G)/779/2/Pt.1 (E-3322671) dated 20.08.24 (Copy enclosed) as amended from time to time.	Normal	Applicable to all bidders	No	No	Not Allowed
6	Offers of the firms suspected to have quoted in cartel are liable to be ignored for placement of order. The decision of Railway administration in this regard will be final and binding.	Normal	Applicable to all bidders	No	No	Not Allowed
7	Firms should quote all financial terms only in the relevant columns of the Financial bid. Such terms quoted anywhere else will be ignored.	Normal	Applicable to all bidders	No	No	Not Allowed
8	Technical and Commercial Deviations, if any, must be quoted in relevant column specified while submitting the bid. Bidder may refer to Para-8.1 of Section-I of CLW Bid Document-2025 [Rev.III].	Normal	Applicable to all bidders	No	No	Not Allowed
9	Criteria for classification of enterprises based on investment and turnover vide Gazette Notification dated 26.06.2020 has been issued by Ministry of Micro, Small and Medium Enterprises. The same as amended from time to time will be applicable for this tender and in case the conditions contained in above mentioned notification (as amended) contradict to any of the tender conditions mentioned elsewhere in the tender, conditions contained in above notification (as amended) will prevail.	Normal	Applicable to all bidders	No	No	Not Allowed

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10	Specifications & AMC Conditions of tendered items are available attached with this tender document. Bidders may contact the Office of CEE/D&D/CLW/CRJ for further clarification if required.	Normal	Applicable to all bidders	No	No	Not Allowed
11	The tenderers in their BIDs shall indicate the details of their jurisdictional assessing officer (Designation, address and e-mail ID).	Normal	Applicable to all bidders	No	No	Not Allowed
12	<p>Bidders responsibility for genuineness of submitted document:</p> <p>Information and documents submitted by a bidder in connection with a public tender to any government authority at the time of bid submission or afterwards, are usually accepted in good faith without verification. Accordingly, responsibility for ensuring correctness, genuineness and authenticity of information/ documents submitted against this tender solely rests upon the bidder. Bidder shall not, directly or through any other person, indulge in any wilful misinterpretation of facts, submission of forged/altere/manipulated/ fabricated documents/information in order to induce government officials associated with this tender to act on reliance thereof with the purpose of obtaining unjust advantage or causing damage to justified interest of others or create influence to the detriment of government interest.</p> <p>In the event of the bidder committing such acts as mentioned above, the purchasing authority/organization shall have power to undertake appropriate penal action which may include disqualification of the bidder from the ongoing tender or</p> <p>terminate/determine the contract (if such transgression is detected later), exclude the bidder from future tender process for a particular duration, banning/black listing etc. The above penal action is without prejudice to procuring authority/organizations right to undertake criminal action if deemed fit.</p> <p>Notwithstanding the above CLW reserves the right to undertake verification, either by themselves or by a nominated entity, at any stage of the tendering and contracting process.</p>	Normal	Applicable to all bidders	No	No	Not Allowed

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13	Wherever SD has been exempted, and for any reason, if the supplier fails to supply goods as per conditions of the contract, as amended from time to time, purchaser shall have the right to levy damages 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.	Normal	Applicable to all bidders	No	No	Not Allowed
14	Tenderer should note that condition of comprehensive Annual Contract after completion of Warranty period as per attached document which will be executed by the Zonal Railways where the loco will be homed. The supply contract will include the rate of AMC but the actual AMC will be operated by Zonal Railway and the supplier will be bound to accept the AMC at this rate.	Normal	Applicable to all bidders	No	No	Not Allowed

Technical-Compliances

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	For New Tenderers: Ensure have attached credential details i.e. Machinery and Plant, Testing facilities, QAP, Technical Manpower, Current and Valid ISO Certificate etc.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)
2	Ensure that your offer is as per the tendered specification.	Normal	Applicable to all bidders	Yes	Yes	Allowed (Optional)

Undertakings

S.No.	Description	Template	Condition Applicability	Confirmation Required	Remarks Allowed	Documents Uploading
1	Tenderer has gone through the Tender Schedule, CLW Bid Document 2025 [Rev-III] (copy enclosed), IRS condition of contract, special condition of tender if any, checklist and undertake to abide by the bid conditions by submitting offer.	Normal	Applicable to all bidders	No	No	Not Allowed

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

S.No.	Description
1	I/we the tenderer (s) am/are signing this document after carefully reading the contents.
2	I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3	I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website www.ireps.gov.in . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of contract or payment, the master copy available with the railway Administration shall be final and binding upon me/us.
4	I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5	I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7	I/we certify that I/we the tenderer(s) is/are not blacklisted or debarred by Railways or any other Ministry / Department of Govt. of India from participation in tender on the date of submission of bids, either in individual capacity or as a HUF/ member of the partnership firm/LLP/JV/Society/Trust.
8	I/we understand that if the contents of the certificate submitted by us are found to be forged/false at any time during process for evaluation of tenders, it shall lead to forfeiture of the EMD and may also lead to any other action provided in the contract including banning of business for a period of upto two year. Further, I/we and all my/our constituents understand that my/our offer shall be summarily rejected.

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9	I/we also understand that if the contents of the certificate submitted by us are found to be false/forged at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of Security Deposit and may also lead to any other action provided in the contract including banning of business for a period of upto two year.
10	I/We have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and certify that I am/We are not from such a country or, if from such a country, have been registered with the competent Authority. I/We hereby certify that I/we fulfil all the requirements in this regard and am/are eligible to be considered (evidence of valid registration by the competent authority is enclosed)

7. DOCUMENTS ATTACHED WITH TENDER

S.No.	Document Name	Document Description
1	4560504.pdf	Latest IRS_Condition_21_09_2022
2	5496820.pdf	Formula for price adjustment for maintenance price
3	5496814.pdf	CLW_Bid_Document_(Rev-III)_June_2025
4	5160761.pdf	Public Procurement dt. 20_08_24
5	5234263.pdf	AMC_SPECN_CLW_AMC_C-D&D_02
6	5373415.pdf	SPEC_142_REV_0_PT_1
7	5373422.pdf	SPEC_142_REV_0_PT_2
8	5373428.pdf	SPEC_142_REV_0_PT_3
9	5373433.pdf	SPEC_142_REV_0_PT_4
10	5373452.pdf	SPEC_142_REV_0_PT_5
11	5373460.pdf	SPEC_142_REV_0_PT_6
12	5373469.pdf	SPEC_142_REV_0_PT_7
13	5373474.pdf	SPEC_142_REV_0_PT_8
14	5373481.pdf	SPEC_142_REV_0_PT_9
15	5496816.pdf	Annexure_B_Undertaking
16	5373351.pdf	Bid Securing Declaration Annexure A

7. RESPONSIVENESS

S.No.	Description
1	Offer of the Firm Price basis- Bidder must quote on firm price basis only. Offers with price variation clause (P.V.C.) will be summarily rejected.
2	Validity of offers: Offers should be valid for 120 days after closing date of tender. Any offer having lesser validity shall be deemed as commercially unresponsive and will be summarily rejected.

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

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

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

Digitally Signed By

Dy.CMMHQ (RAMESHWAR ROY)