

CLW BID DOCUMENT 2022
Version 4.0 w.e.f. 05/01/2023



Stores Department

CHITTARANJAN LOCOMOTIVE WORKS

This document is applicable for e-tenders for supply contracts issued by Principal Chief Materials Manager, CLW/Chittaranjan and Dankuni Offices. The document in 03 sections (consisting of the following) along with the IRS conditions of Contract and terms & conditions of tender, as per the Tender Schedule published on the IREPS website shall be the governing condition for e-tenders.

Section I	Instructions to Tenderers (Page 02 to 18)
Section II	General Conditions of Tender/Contracts (Page 19 to 49)
Section III	Annexure (Page 50 to 71)
Note: - Tenderers are required to go through the CLW BID DOCUMENT 2022, IRS Conditions of Contract and tender schedule thoroughly before submitting their offers.	

Address for correspondence:

Office of the

Principal Chief Materials Manager

Chittaranjan Locomotive Works

Chittaranjan (WB)- 713331

&

Principal Chief Materials Manager

Chittaranjan Locomotive Works

Electric Loco Assembly and Ancillary Unit (ELAAU) Complex

Dankuni , Hooghly(WB) - 712311

Website of CLW: www.clw.indianrailways.gov.in

Website for e-tenders: www.ireps.gov.in

PAN: AAAGC0058D

GSTIN: 19AAAGM0289C1ZG

SECTION- I

INSTRUCTIONS TO THE TENDERERS

1.0. **General:**

- 1.1. The Principal Chief Materials Manager, Chittaranjan Locomotive Works having its office at Chittaranjan-713331 and Dankuni-712311 on behalf of the President of India (hereinafter referred to as the Purchaser), invites e- tenders from established and reliable manufactures or their authorised agents (herein after referred as Vendor/Tenderer/Firm/bidder/supplier) for supply of item(s) as mentioned in the tender schedule of e-tender uploaded on the website of IREPS: www.ireps.gov.in .
- 1.2. Before submitting the offer, tenderers are advised to carefully read all instructions of this section, the General Conditions of Tender, terms and conditions mentioned in the tender schedule and Indian Railway Standard (IRS) Conditions of Contract as well as files/documents/drawings/specifications attached with the tender. By submission of offer signed with the digital signature of the tenderer in the format of *techno-commercial offer form* and *financial offer form* of the IREPS website, hereinafter stated as *e-tender* form for brevity, it shall be considered that the tenderer has read, understood and accepted all terms & conditions of this bid document and the tender schedule including all conditions uploaded for the tender and corrigenda, if any, and undertakes to abide by the same.
 - 1.2.1. For detailed instructions on relevant matters such as Price, GST, delivery terms etc., tenderers must refer to General Conditions of Tender given in Section-II of this document.
- 1.3. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation shall prevail.
- 1.4. Tenderers must ensure that the conditions laid down for submission of e-tender, detailed in subsequent para, are completely and correctly complied with. E-tenders which are not complete in all respect as stipulated in the tender document will be liable to be rejected.
- 1.5. The Principal Chief Materials Manager or any other officer authorised on behalf of the President of India is not bound to accept the lowest or any offer or to assign any reason thereof for doing so and reserves himself the right to cancel the tender, to reduce or divide the quantity/Contract or to accept any tender in respect of the whole or any portion of the items specified in the e-tender and the successful tenderer shall be required to supply the same at the quoted rate.
- 1.6. In case of any contradiction in the terms and condition appearing in IRS Conditions of Contract and General Conditions of Tender specified in the CLW Bid Document, the latter will prevail. In case of any contradiction between IRS Conditions of Contract, General Conditions of Tender in CLW Bid document and terms and conditions mentioned in the Tender Schedule, the latter shall prevail.
 - 1.6.1. The Contract/Purchase Order placed against the e-tender will be governed by all the conditions mentioned in schedule of tender and documents attached with the tender. The provisions of various statutory laws such as The Indian Contract Act-1872, Sale of Goods Act-1930, GST Act-2017, Arbitration and Conciliation Act-1996 etc. with their latest amendments which are directly or indirectly related to the different aspects of contract such as Bidding, Decision/Conclusion/Formation, Operation and Execution of the contract, shall also be applicable to the contract. The successful bidder on whom the contract will be placed after finalization of the e-tender will be known as the “Supplier” or the “Contractor”.

1.7. **Local conditions:**

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

1.8. **Pre-requisites for tenderers desirous of participating in e-tenders:**

1.8.1. Tenderers intending to participate in the e-tenders available on the website of Indian Railways e-Procurement System (IREPS) – www.ireps.gov.in will have to obtain a Digital Signature Certificate (DSC) 'Class III' type in tenderer's name from an approved Certifying Authority by CCA. The list of Certifying Authorities issuing the Digital Signature Certificates is available on the website www.cca.gov.in.

1.8.2. Tenderers are advised to ensure that address furnished by them 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 agency such as RDSO/CLW/DLW/ICF/RCF /others. 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.

1.8.3. With the Digital Signature Certificate, the tenderers will have to register themselves online on the website www.ireps.gov.in duly filling the complete information as required on the web page and attaching their digital signature. Upon registration, the website will provide a registration number, which the tenderers may note for future reference.

1.8.4. Tenderers are advised that after furnishing all desired information for registration, Centre for Railway Information Systems (CRIS), New Delhi may require about 3 (three) working days to provide the user-ID and password which will be sent to the e-mail address provided by vendor during the registration process. In case of any difference in the information provided by the vendor during registration on website and that available in the digital signature certificate, the request will be rejected and an e-mail will be sent duly communicating the reasons for rejection. CRIS or Purchaser will not be responsible for the failure of the tenderer to participate in a tender due to any technical problem arisen during the process of registration.

1.8.5. Digital Signature Certificates (DSC) are issued with limited validity period. The vendors are required to get their new DSC attached on the website www.ireps.gov.in whenever their DSC is renewed.

1.8.6. Tenderers are advised to familiarize themselves with the e-tendering process with the help of "User Manual" available at home page of website – www.ireps.gov.in under Learning Center and Help Desk as well as Frequently Asked Questions (FAQ) on the website.

2.0. **Downloading of e-Tender Document and corrigenda:**

2.1. Tenderers can download the e-tender document from the website- www.ireps.gov.in free of cost. CRIS or the Purchaser will not be responsible for any delay in downloading of tender documents from the website. In case of any problem related to CRIS, the tenderer should immediately contact HELP DESK of CRIS.

2.2. **Corrigendum to e-tender document/Tender Schedule:**

Purchaser reserves the right to issue corrigenda to the e-tender document/tender schedule till the closing date

of the tender. Additional time for closing of the tender, if warranted, may be given for such corrigenda. It is the responsibility of the tenderer to regularly check any correction or modifications to the e-tender documents/tender schedule published through corrigendum on the website of IREPS and download the same and such corrigendum should invariably be taken into account while submitting the offer. Tenderer should submit revised offer after considering the effect of corrigendum, in case he/she has already submitted any offer prior to publication of the corrigendum.

3.0. Cost of e-Tender Document:

Cost of Tender document is not applicable for the e-tender document downloaded by the tenderers from the website – www.ireps.gov.in .

4.0. Submission of Offers:

4.1. Tenderers are required to submit their offers by filling up the *techno-commercial offer form* and *financial offer form* on the website after making payment of requisite amount of Earnest Money (EMD), unless exempted as per provisions under Para 6.0 below. Offers of firms/tenderers who are not exempted from paying EMD, if received without EMD in prescribed/required manner/amount will be summarily rejected.

4.2. Bids pertaining to the e-tender should be submitted in prescribed electronic offer form on the website of IREPS – www.ireps.gov.in by the tender closing date and time. The offer is to be submitted digitally signed by the authorised personnel of the tenderer registered with IREPS website.

4.3. Manual offers for e-Tenders published in IREPS website sent by post/fax or in person shall not be accepted, even if these are submitted on the firm's letter head before the closing date and time of the e-tender. All such manual offers shall be considered as **invalid** offers and shall be summarily rejected.

4.4. The scanned copies of all necessary documents must be uploaded with the offer. Offers which are not accompanied with the required documents, will be liable to be rejected without assigning any reason thereof.

4.5. On submitting offer for e-tender signed digitally, it shall be considered that the personnel of the tenderer digitally signing the bid is a legally authorized signatory, i.e. he/she is-

- i) the sole proprietor of the concern or authorized attorney on behalf of the sole proprietor to submit the bid, or
- ii) a partner of the firm, in case of a partnership firm, or
- iii) a Director, Manager or Secretary in the case of a Limited Company, duly authorised by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association of the company, or
- iv) Authorized personnel of the tenderer.

4.6. In the case of a firm not registered under the Indian Partnership Act, it shall be deemed that person digitally signing the e-tender is the attorney duly authorised by all the partners. A certified copy of power of attorney or other documents empowering the individual to digitally sign the e- tender should also be uploaded as a part of the offer.

4.7. The IREPS website does not permit submission of any offer after closing date and time of the e- tender. Hence there is no scope of any late or delayed offer for e-Tenders published on the website of IREPS.

4.8. As Chittaranjan Locomotive Works makes payment through NEFT system as well as through letter of Credit (LC), tenderers are required to comply with the following:

- i) Tenderers to give consent for receipt of payment through NEFT/RTGS OR Letter of Credit while submitting their offers.

4.8.1 The tenderers must provide and update latest details of their bank account in line with RBI guidelines for the same, including bank name, branch name and address, account type, bank account No., IFS Code as appearing on MICR cheques issued by the bank etc. in the IREPS website. The same details of bank will be fetched automatically in the Purchase Order, if placed against the e-tender. Request for change of bank details at later stage will normally not be considered by the purchaser.

4.9. In case any clarification is required by the tenderers for submitting offers, same should be sought for from the Purchaser well before the tender closing date. It may be noted that no clarification will be given on the date of tender closing.

4.10. Submission of Technical Bid & Initial Price Offer for tenders involving e-Reverse Auction (e-RA):

- a. Bidder shall be simultaneously required to electronically submit Technical & Commercial Bid and Initial Price Offer.
- b. Offers found eligible for bulk order shall be categorized as 'Qualified for Bulk Order for the purpose of RA' and offers found eligible for Developmental order shall be categorized as 'Qualified for Development Order for the purpose of RA'.
- c. Offers not complying with essential technical & commercial requirements of the tender shall be declared as 'Ineligible for award of contract'.
- d. Initial Price Offer of only those bidders categorized as Qualified for Developmental Order or Qualified for Bulk Order shall be opened and Initial Price Offers shall be tabulated by system separately, category wise as per instructions applicable for electronic tabulation.

5.0. Specifications and Drawings:

5.1. Specifications and drawings issued by CLW and mentioned in the description will be uploaded as a part of the tender documents, wherever applicable. The Principal Chief Materials Manager will not provide or upload IRS/BIS/RDSO/RCF/ICF/DLW/CORE specifications or Drawings and those issued by other authorized organisation. Such drawings and specifications must be obtained by the tenderer from the appropriate authorities concerned who issue them on payment, if required.

5.2. If tenderers happen to quote with their own Drawing No./ Part No./ Specification/catalogue etc., then they shall have to necessarily upload copies of all such drawings/part no./specifications/catalogues etc. and all the requisite documents and information as part of their offer to support that it is in conformity with the tendered drawings/specifications, failing which the offer will be liable to be rejected.

6.0 Earnest Money Deposit (EMD):

6.1 In all tenders irrespective of the nature of the tender, EMD amount shall be as mentioned in para 6.2(a) below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or to any tenderer, subject to provisions under clause 6.1.1 below, except following:

- (a) i. Limited tenders with estimated value upto 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.
- (b) Micro and Small Enterprises (MSEs) having valid UDYAM registration certificate (refer note-2 below).
- (c) Other Railways and Government Departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.2007.
- (d) Indian Ordnance Factories in terms of Railway Board's letter No. 92/RS(G)/363/1 dated 08.04.1993.

- (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.
- (f) Vendors registered with Railways for the trade group of the item tendered.
- (g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE for the tendered item/items mentioned in eligibility criteria, 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 EMD for these items.
- (i) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD.

NOTE:

1. Tenderers [other than those appearing on the approved vendor list of RDSO/PUs/CORE for the tendered item(s)] seeking exemption from payment of EMD must upload the requisite documentary evidence in support of their claim for exemption from payment of EMD along with the offer.

2. In UDYAM Registration Certificate, drawing/specification of items are not mentioned rather broad category of the items is mentioned. MSME benefits including exemption from EMD may be considered for a firm, if 2/4/5 digit NIC codes/Description covers the manufacturing process of the tendered item or broad description covers the tendered item.

6.1.1 (i) All vendors, exempted from submitting EMD, as per para 6.1 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure A to this instruction.

(ii) There shall be no exemption to such bidders from submitting EMD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.

6.2 (a) The amount of EMD to be remitted as per following guidelines and shall be mentioned in the tender schedule.

Estimated value of tender	EMD (rounded off to nearest higher Rs. 10 (ten))
Above Rs. 25 lakh and Upto Rs 50 cr	@2% of the estimated value of the tender subject to Max. Rs. 20 lakh.
Above Rs. 50 cr.	Rs. 50 lakh.

(b) Tenderers other than those which are eligible for exemption from paying EMD as detailed in para 6.1 above, shall be required to pay EMD online on or before tender closing date, failing which their offer shall be summarily rejected.

(c) Authorized agent quoting on behalf of a manufacturer shall not be exempted from remitting EMD, owing to any of the above exemptions as at para 6.1.

6.3 EMD wherever required is to be submitted online only through the payment gateway as available on IREPS website. EMD in the form of BG/Demand Draft/FDR etc. will not be accepted.

6.4 No interest shall be payable by the Purchaser on the Earnest Money Deposit or any other payment made to Railways.

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

- (a) After finalization of tender the bidder is an unsuccessful bidder.
- (b) Validity of offer expires and validity extension is not sought.
- (c) Validity of offer expires and bidder refuses to extend validity of offer.
- (d) After finalization of the tender successful bidder submits required SD.

6.5.1. EMD of bidders or tenderers shall be released immediately after it is due for release as per above criterion.

6.5.2 The Earnest Money of the successful tenderer may be adjusted towards Security Deposit and in case where such tenderer furnishes Security Deposit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit.

6.6 The Earnest Money deposited is liable to be forfeited, if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his offer. In case where available EMD amount is less than required SD and the successful tenderer doesn't deposit balance SD amount within stipulated time, then EMD can be forfeited and case be dealt with as that of withdrawal of offer by the tenderer.

7.0. Compliance of IRS conditions of contract, General Conditions of Tender, Special Condition of tender, if any and Other Tender Conditions:

The offer shall comply with the IRS Conditions of Contract (as updated till the date of closing of tender), General Conditions of Tender/Contract and Special Conditions of Tender/Contract given in the tender documents.

8.0. Compliance of Technical Requirements:

8.1. The stores/equipments offered should be in accordance with the stipulated description, drawings and specifications mentioned in tender schedule published on IREPS website. The details of deviations from the said tender conditions, if any, should be clearly indicated in the Techno Commercial Offer Form under “*Commercial Deviation Statement*” and “*Technical Deviation Statement*” of e-tender. If space available in the Commercial Deviation Statement and Technical Deviation Statement column in the Techno Commercial Offer Form is not adequate, tenderers can upload a Statement of Deviations which shall include remarks and justifications for deviations against various clauses of the tender conditions for each deviation and the scanned copy of the Statement of Deviations must be uploaded as a part of the offer. A reference of uploaded deviation statement shall be given in “*Commercial Deviation Statement*” and “*Technical Deviation Statement*”. The Purchaser, however, reserves the right to accept or reject any of the deviations and his/her decision thereon shall be final. If there is no deviation, tenderer should indicate “No Deviation” in Commercial Deviation Statement and “Technical Deviation Statement”.

8.2. The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Tender Schedule and offered at lower price and/or if no suitable offer is received. However, the decision of the Purchaser in this regard shall be final.

8.3. Offered Make/Brand need be mentioned in the Financial Offer Form in appropriate column. Offers with vague remarks in respect of the offered make by the tenderer such as ‘offered make is one of the best make’ etc will not be considered by the tenderer.

8.4. The tenderer should avoid ambiguity in his/her offer e.g. if his/her offer is to his/her standard sizes/length/ dimensions, etc. he/she should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths", etc. should be avoided in the offer. Ambiguous offers will be liable to be passed over.

9.0. Offers from Original Manufacturers:

9.1. Offers directly from the Original Manufacturers of the tendered item are desirable. The offers from the authorized dealers/agents of manufacturer of tendered item will be considered subject to compliance of the conditions given in para 9.2.2 below.

9.2. The tenderer shall upload necessary scanned copies of documents to show that:

- i) He/she is a regular manufacturer of the items offered and has adequate technical knowledge, expertise and experience;
- ii) He/she has adequate plant and machinery to manufacture and supply the items offered within the delivery schedule offered by him;
- iii) He/she has an established quality control system and organization to ensure that there are adequate controls at all stages of all manufacturing process.
- iv) He/she has adequate financial stability and status to meet the obligations under the contract.

9.2.1. For the above purposes, the tenderer should upload the scanned copies of the following documents:

i) a performance statement giving a list of major supplies effected in the recent past for the tendered item/similar items in the proforma given in "Performance Statement" of e- tender document (Annexure-VIII), with proof of having executed the contracts satisfactorily. While doing so, the tenderer should upload scanned copies of relevant documents, i.e., Purchase orders, Inspection Certificates, Receipt Notes, etc. Merely uploading of copies of purchase orders will not signify satisfactory supply performance and the tenderer must enclose the copies of Inspection Certificates and Receipt Notes/other documents indicating acceptance of material supplied in past by the tenderer.

ii) a statement indicating details of equipment employed and quality control measures adopted, including the following:

- a. Quality assurance plan for manufacture of the tendered item.
- b. Details of major machinery and equipments available and proposed to be used for manufacturing the tendered item. The list of Testing Facilities/Equipments available must be submitted.
- c. Process Chart.
- d. Inspection stages and inspection plans.
- e. Place of manufacture and inspection.
- f. Details of competent technical personnel employed with the tenderer.

9.2.2. Offers from Authorized Dealers of Original Manufacturers:

In case tenderer is not a manufacturer of tendered item and he/she quotes on behalf of manufacturer, he/she shall invariably comply with the following:

- i) Indicate the manufacturer's name and address in his/her offer, otherwise the offer will be treated as

incomplete and liable to be passed over.

ii) 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.

iii) Upload the details as mentioned in Para 9.2 and 9.2.1 above for his/her manufacturer.

iv) Upload his/her own past performance particulars if any, in the similar manner as for their manufacturer with documentary evidence for same/similar items in the past 3 years. This period of past 3 years will be counted before the tender closing date.

v) Upload the scanned copies of documents for his/her own credentials, such as, constitution of firm, GST registration, banker's certificate and balance sheet of latest or previous three years duly certified by Chartered Accountant etc.

9.2.3 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 or tendered item, they shall give an undertaking to the following effect which ensures the followings:

i) Pre-inspection, if applicable, will be done by RITES/RDSO (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 of material from the premises of the manufacturer to the consignee after issue of inspection certificate, without routing it through agent/dealer/distributor to ensure genuineness/quality of the supplied product.

iii) Submission of Manufacturer'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 Manufacturer would have quoted.

v) The Manufacturer 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.

9.2.4. The OEM/Authorized Dealers/Agents must comply with the following conditions failing which their offers are liable to be rejected without further reference:

i) In a tender, either the authorized agent/dealer on behalf of the Principal/OEM or the Principal/OEM itself can bid, but both cannot bid simultaneously for the same item in the same tender. **Further, against a particular tender, one Principal/OEM cannot issue Tender Specific Authorization to more than one agent/dealer. Such offers with different terms against a particular product if treated as ambiguous offers, the bidder(s) or their Principal/OEM will have no right to lodge any claim.**

ii) If an authorized agent/dealer submits bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in same tender for the same item/product.

9.3 Specific Eligibility Criteria and Special conditions, if any, mentioned in tender schedule published on IREPS website shall also be applicable in addition to the above.

9.4 Tenderers not uploading the requisite documents may note that their offers are liable to be rejected without further reference.

9.5 Participation in the tender is open to all, including unapproved, unregistered and/or untried firms. However, such tenderers will have to submit their offers electronically along with all the supporting documents as described in the e-tender document/tender schedule to establish their capacity, including those documents/credentials as brought out in para 9.2, 9.2.1 and 9.2.2 above. If the tenderer fails to upload the required documents, his offer will be liable to be rejected.

9.6. The eligibility conditions with respect to prior turnover and/or prior experience, if any stipulated in the tender document, may be relaxed for Micro and Small Enterprises having technical capability to manufacture and supply the tendered items and subject to their bid meeting of quality and technical specifications of the tendered item. All other requirements as mentioned in the tender document including capacity and capability to manufacture and supply the tendered goods, shall be satisfied by such MSEs for consideration of their offers.

9.7. Onus of proving/establishing capacity cum capability to supply and/or fitment for tendered item shall lie with the tenderer.

10.0. Price Basis:

10.1. All tenderers must quote in Indian Rupees (INR) only failing which their offers will be liable to be rejected.

10.2. Tenderers are required to quote only one rate for each item/consignee in the prescribed fields of Financial Offer Form of e-tender and nowhere else. While arriving at the inter-se ranking of the tenderers, the system will consider the basic rate, taxes, other charges mentioned in the relevant field of the financial offer form. In case, the tenderer quotes any rate/or any condition, at any other place in the offer or in any document uploaded with their offer other than the prescribed field of the Financial Offer Form, the same will not be considered by the online system for determining inter-se ranking of the tenderer.

10.3. All the mandatory fields of the Techno Commercial Offer Form and Financial Offer Form have to be filled up by the tenderers. All Inclusive Unit Rate on FOR destination basis shall be automatically calculated and displayed by the system and same must be checked by the tenderers before submission of offer.

10.4. The tenderers should quote their lowest possible price for each 'unit' specified in the "Tender Schedule" for the tendered item. Tenderers are not allowed to change the 'unit' of the tendered item and if they quote their price for any different 'unit', unless specified in the tender document, their offers will be liable to be rejected.

10.5. The quoted rate should be firm and not subject to any variation, unless specified in the Tender Schedule by way of inclusion of specific Price Variation Clause (PVC). If e-tender has been invited with firm price i.e. without any PVC then offers of tenderers subject to variation in price will be treated as unresponsive and will be rejected.

10.6. For multi-item multi-consignee e-tenders if the price bid has been called for ITEM WISE – CONSIGNEE WISE, as mentioned in the tender schedule published on IREPS website, tenderers shall offer

bid separately for each consignee and for each item.

10.7. The rates quoted shall not be more than the Maximum Retail Price (MRP) of the tendered item as printed or declared by the manufacturer, if any. In case Railway detects at any time that the amounts have been quoted and paid over and above the MRP of any item/goods, then Railway reserves the right to recover any such additional amounts paid for supplying, in full or in part, for such items, over and above the MRP prevailing at the time of supplies actually made the onus for which will lie on the supplier. Such recoveries can be made at any time, including after the completion of the contract. In case such over pricing is detected during the course of the contract then Railway reserves the right to pay only the amounts maximum up to the MRP of such items. **Railway also reserves to sue and take administrative action against such firms indulged in unethical practice and charging more price than MRP.**

11.0. Delivery Period:

11.1. Tenderers must refer to the delivery schedule specified in the Tender Schedule. Delivery period quoted must conform to the delivery requirement specified in the Tender Schedule and should not be vague such as “2 to 12 months etc.” That is, offer should mention the starting time of supply, monthly/quarterly rate of supplying completion time, such as, commencing _____ days/ months@ _____ per month/week and completed in _____ days/months from date of issue of the purchase order.

11.2. The tenderer should quote specific monthly rate of supplies they intend to deliver and the completion date/month of the supply. The Purchaser will have the right to define the separate delivery period for each installment and purchase order with the installment deliveries shall be a “severable contract”.

11.3. Notwithstanding above, tenderers must note that the delivery schedules indicated in the tender document are tentative, Purchaser reserves the right to reschedule the delivery term according to its production requirement at the time of finalization of tender as well as at post purchase order stage.

11.4. The purchaser reserves the right to accept higher offer for part/full quantity for early delivery period, wherever so specified in the special condition in the Tender Schedule.

12.0. Validity of the offer:

12.1. The offers shall be kept valid for acceptance for a minimum period of 60 Days for Limited Tenders, 120 (one hundred twenty) calendar days for Open Tenders and 150 calendar days for tenders for M&P Items and Global Tenders from the date of closing of tenders or as specified in the Tender Schedule, within which period, the tenderer shall not withdraw his offer. Offers with validity period of short duration will be considered as unresponsive.

12.2. The purchaser may ask for the tenderer's consent for an extension of the period of validity of offer. A tenderer granting the request for extension of validity of offer shall not be permitted to modify the other terms and conditions of its offer i.e. all other parameters/ terms and conditions offered by the tenderer will remain unchanged.

12.3. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the successful tenderer. While the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means.

13.0. Benefits to Micro and Small Enterprises (MSEs):

As per the Gazette of India vide No.1532 dated June 1, 2020, following criteria for classification of Micro, Small and Medium Enterprises have been modified which has come into effect from 01.07.2020:

- a) A Micro enterprise, where the investment in Plant and Machinery or Equipment does not exceed one crores rupees and turnover does not exceed five crores rupees;
- b) A Small enterprise, where the investment in Plant and Machinery or Equipment does not exceed ten crores rupees and turnover does not exceed fifty crores rupees;
- c) A Medium enterprise, where the investment in Plant and Machinery or Equipment does not exceed fifty crores rupees and turnover does not exceed two hundred and fifty crores rupees.

Note: In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change. Firms claiming to avail such benefits must submit documentary evidence indicating date of upward re-classification along with the offer.

13.1 As per the extant Public Procurement Policy of the Government of India, Micro and Small Enterprises (MSEs) having current and valid UDYAM registration are entitled for benefits and purchase preferences extended to them. MSEs who are interested in availing themselves of these benefits must upload UDYAM registration certificate with their offer.

13.1.1 New 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 is applicable in the tenders. In case, conditions contained in the above notification contradict with any of the tender conditions, conditions contained in the above notification as amended will prevail.

Note: Trading enterprises/authorized dealers of manufacturers are not covered under the definition of Micro and Small Enterprises.

13.2. DELETED

13.3. MSEs having UDYAM registration certificate as mentioned at para 13.1 are entitled for the following benefits:

- i) MSEs having UDYAM registration certificate will be exempted from payment of Earnest Money.
- ii) In tenders, participating MSEs 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.
- iii) 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.
- iv) A minimum of 3% of net procurable quantity, within the 25% of procurable quantity earmarked for MSEs will be procured from women owned MSEs.

v) In case tendered item is non-splitable/non-divisible, Purchaser may award the full net procurable quantity to MSE quoting price within price band L1+15%, considering spirit of policy for enhancing the Govt. procurement from MSE.

In case of non compliance of requirements of para 13.1 and 13.2 above, such offers will not be liable for consideration of benefits detailed in para 13.3 given above.

13.4. Traders and authorized agents of manufacturers are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs.

13.5. An MSE shall be considered as that owned by SC/ST in following cases:

- a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

13.6. In case, the tenderer is a Micro or Small Enterprises (MSE), the tenderer shall also furnish the following details in their offer:

i) The category of the tenderer:

- a) Whether vendor is Micro Enterprise or
- b) Whether vendor is Small Enterprise.

ii) Each of the above categories must further mention the sub-classification that whether the tenderer is an enterprise-

- a) Owned by Scheduled Castes(SC)
- b) Owned by Scheduled Tribes(ST)
- c) Owned by women entrepreneurs
- d) Owned by other than the above three categories.

iii) Confirmation of the followings is required to be submitted with Bid:-

- e) Whether documentary proof of UDYAM registration indicated in Para 13.1 read with para 13.1.1 above has been submitted with the offer.

13.7. In case, the tendered item is restricted for placement of bulk orders on approved sources, then the criteria for placement of orders on MSEs under the Public Procurement Policy for MSEs will additionally require that the MSE firms are one of the valid approved sources for the tendered item.

14.0 DELETED

15.0. Public Procurement Policy for Preference to Make in India:

15.1. This tender complies with Public Procurement Policy order 2017 Revision Railway Board's letter dt.25.09.2020.

The Government has issued Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 revised vide letters dated 04.06.20 and 16.09.20 and subsequent letters issued by Ministry of Commerce and Industry laying down the policy to encourage 'Make in India' and promote manufacturing and production of goods and services in India. The salient features of the aforesaid Order are as under:

15.1.1.

1.0 This order is issued pursuant to Rule 153(iii) of General Financial Rule 2017.

2.0 Definitions: For the purposes of this Order.

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content minimum 50%.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content minimum 20% but less than 50%.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) *In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier': as defined under the Order, shall be eligible to bid irrespective of purchase value.*

(b) *Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In Procurement of all goods services or works not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Cr., in accordance with Rule.161(iv) of GFR- 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.*

(c) *For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.*

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(ii) If L1 bidder is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as Non-local supplier', as per following procedure:

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

(ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders:-

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only 'Class-I local suppliers' shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I Local suppliers'.

b) In other cases 'Class-II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class-I Local suppliers' as per provisions of this Order.

c) If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I local supplier' over 'Class-II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

4. Exemption of small purchases: notwithstanding anything contained in paragraph 3, procurements where the estimated value of procurement is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% and for 'Class-II local supplier' is minimum 20%.

6. Margin of Purchase Preference: The margin of purchase preference shall be 20%

7. Verification of local content.

a. 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', as the case may be. They shall also give details of the location(s) at which the local value addition is made. For above purpose, the bidder must quote percentage of local content in the appropriate column of e-bid [Please enter 0 for fully imported items and 100 for fully indigenous items] for their quoted product and enclose SELF DECLARATION CERTIFICATE along with the offer for the percentage of local content claimed with details of the location (s) at which the local value addition is made.

b. 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. For above purpose, The 'Class-I local supplier'/'Class-II local supplier' must enclose along with the offer 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) certifying the percentage of

local content in the product offered, failing which offer will not be considered as an offer from the 'Class-I local supplier'/'Class-II local supplier' and dealt accordingly.

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

d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

7.1 No standard “proforma” for the CA certificate is given; however, bidders must ensure that the CA certificate should contain at least “brief description of the item” and “percentage of local content”.

8. Reciprocity Clause:-

Entities of countries which have been identified by the nodal Ministry/Departments not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/ Department permitting their participation.

15.1.2 The Principal Chief Materials Manager shall have full power to take decisions on complaints relating to implementation of this order.

15.1.3 Fee for filing a complaint under the order shall be ₹10,000/- per case. The complaint shall be filed in the office of the Principal Chief Materials Manager, CLW. The fee shall be deposited with the office of the Principal Financial Advisor, CLW.

15.2 Make In India – Sufficient local capacity and local competition exists for 136 items listed in Railway Board letter 2015/RS(G)/779/5(Vol iii) dt. 9/2/21. These items are required for manufacture and maintenance of 3 Phase Electric Locomotive.

In keeping with the Public Procurement (Preference to Make in India) Order, 2017, as amended, it has been found that there is sufficient local capacity and competition in supply of the above 136 items of required quality and therefore public procurement of the item is restricted to Class I local suppliers only and the vendors who do not qualify to be Class I local suppliers should not quote in the tender as their offers shall not be considered for any ordering. In case any vendor who does not qualify to be a Class I local supplier for the tendered item participates in the tender it does so at its own risk and cost and Railways shall not be liable for any loss or damage caused to the vendor.

In respect of these listed items, only Class I local suppliers shall be eligible to bid and supply, irrespective of the purchase value. Minimum local content for the local supplier, of the item listed, to be categorized as ‘Class-I local supplier’ shall be 50%.

16.0. Preference to Domestically Manufactured Electronic Products:

Purchase preference for IT & Electronics products under ‘ Make in India ‘ policy will be governed as per as per Railway Board’s 2011/RS (G)/779/9 dated 06.12.2017.and that for Medical devices will be governed as per as per Railway Board’s 2015/RS(G)/779/5 dated 13.06.2018 and 01.11.2018 for Medical Devices.

17.0. Option Clause: Bidders should confirm unqualified acceptance of option clause in the tender in which +30% option clause is specifically indicated in the special condition of Tender. Non acceptance of this clause or acceptance of this clause with any riders will lead to summary rejection of the bid. Any mention such as option clause is acceptable with mutual consent, will be treated as non- acceptance of the option clause. In case, it is neither confirmed nor denied, it would be presumed that bidder has accepted this condition.

18.0. Opening of Tender:

18.1. No vendor shall be required to be present in the Railway office for any e- tender opening process. They can obtain bid tabulation statement by logging on to the website.

18.2. Railway does not guarantee opening of tenders at the specified date and exact time due to reasons beyond control and hence tenders can be opened after closing date and time also. It should, however, be noted that vendors can not submit any offer or attach any file after the due date and time stipulated under the tender notice.

19.0. Other Conditions:

If any condition/clause in LOA / PO/ MA is not as per firm's offer, the same should be represented within 7 (seven) working days failing to which it will be deemed unconditional acceptance of the supplier and no representation thereafter will be entertained by the purchaser on this account.

SECTION - II

GENERAL CONDITIONS OF TENDER/CONTRACTS

1.0. Price:

1.1. Tenderers should quote their rates for free delivery (Door Delivery) at premises of Consignees only as mentioned in the e-tender. Break up of such price must be given completely and unambiguously in the Financial Offer Form of the e-tender on IREPS website. In case the tenderers quote prices on ex-works or ex-godown basis, specific amount of freight charges must invariably be quoted instead of vague freight charges such as 'extra at actuals' etc.

1.1.1. In case the tenderer does not specifically state anything about the place of delivery or does not quote freight charges in his offer/e-Bid, it shall be assumed that the tenderer shall bear the freight charges and that the offer is for free delivery at the destination, i.e., for door delivery at consignees' premises as mentioned in the tender document. This assumption shall be final and binding on the tenderer and will not be subject to any legal dispute or arbitration in future.

1.1.2. All tenderers shall quote in Indian Rupees (INR) currency only, failing which such offers will be summarily rejected except for Global Tenders.

1.2. The rate or amount of taxes and duties, if any, must be spelt out clearly in the break-up to be furnished in the prescribed Financial Rate Page under Financial Offer Form of the e-tender form. Even where the rate or amount of taxes/duties included in the rate is Nil, this should be specifically stated in the offer.

1.2.1. Packing and forwarding charges, wherever applicable, should be quoted clearly.

1.2.2. If there is any ambiguity in respect of rates of taxes and duties quoted by bidder, for determining the inter-se ranking of the offers, the purchaser shall evaluate the offers by taking into account the highest rate of such taxes and duties as known to the purchaser. Purchaser's decision in this regard shall be final and no claim regarding applicability of taxes/duties or otherwise will be entertained after opening of the e-tenders. The purchasers will, however, reserve the right not to pay such taxes and duties not specifically claimed or not indicated clearly/unambiguously by the tenderers in the Financial Rate Page under Financial Bid Details of the e-tender form.

1.2.3. The purchaser will not be responsible for any incorrect evaluation and consequent impact on inter-se ranking, if the tenderer does not fill the prescribed Financial Offer Form pertaining to the e-tender or submits incomplete, ambiguous or misleading rates of taxes, duties and other charges.

1.3. Price Variation Clause:

1.3.1. Unless otherwise specified, wherever no price variation clause is specified, tenderers must submit their offers/and-Bids on Fixed Price Basis only that is the quoted prices should be firm and not subject to any variation, otherwise the offer shall be summarily rejected. Ambiguous conditions, such as, "Price Variation Clause applicable", will not be acceptable and such offers will be summarily rejected.

1.3.2. There may be cases of procurement of stores, wherein the schedule of requirement will indicate the Price Variation formula. Tenderers are advised to quote as per specific Price Variation (PV) formulae and base date for Raw Material prices/indices given in the schedule of requirement. Offers with deviation in the PV formula and/or base date of price(s) of input raw material(s)/ indices other than as specified in the tender

schedule, will be summarily rejected. Offers from bidders quoting with fixed price where tender incorporates pre defined PVC will also be summarily rejected.

1.3.3. Tenderers who quote with price escalation on account of raw material in the tenders must note that any escalation claims will be subject to verification by the Principal Financial Adviser of Chittaranjan Locomotive Works (CLW) with reference to the records that may be called for from them, such as, records of position of ground stocks available at the time of submission of tender for verification/examination of their claims under price variation clause before their claims are accepted. If the tenderer fails to establish his claim by producing satisfactory records before the PFA of CLW, their claim will be disallowed and/ or proportionately reduced.

2.0. Goods and Services Tax (GST):

2.1. GSTIN of CLW is **19AAAGM0289C1ZG**

2.2. All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law. All tenderers who are registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN (Goods and Services Tax Identification Number) details. Tenderers should examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST) respective State's State Goods and Services Tax Act, 2017 (SGST), as notified by Central/ State Government and as amended from time to time and applicable taxes before tendering/bidding.

2.3. All tenderers to mention HSN code of item/items being quoted along with the offer. It will be the responsibility of the bidder to quote correct HSN Code and corresponding GST rate. The offers shall be evaluated by the IREPS system based on the GST rate quoted by each bidder and the same will be used for determining the inter-se ranking.

2.4. Whenever tender calls for set consisting of many items; tenderer/bidder has to quote clearly the break up rates of various components, showing individual item's description, Basic rate, HSN Code and GST rate as applicable.

2.5. The Purchaser shall not be responsible for any misclassification of HSN Number or incorrect GST rate, if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier. Wherever the successful bidder invoices the goods at GST rate or HSN Number which is different from that incorporated in the purchase order; payment shall be made as per GST rate which is lower of the GST rate incorporated in purchase order or billed. Vendors will be required to adjust basic price to the extent required by higher tax billed as per invoice to match the all-inclusive price as mentioned in the purchase order.

2.6. Any amendment in GST rate shall be governed by the contractual conditions under Statutory Variation Clause (SVC). However, increase in GST rate amendments shall be considered for quoted HSN only, against documentary evidence, provided such increase of GST rates takes place after the date of tender opening. The benefit of reduction in GST rate shall have to be passed on to railways.

2.7. While quoting the rates, the tenderer shall pass on, by way of reduction in prices, the full input tax credit that may become available in respect of all the inputs used in the supply of final goods/or services due to implementation of GST with effect from 01.07.2017 and submit a declaration in their offer of the same.

2.8. Tenderers while quoting for tenders would also give the following declaration:

"I/We agree to pass on such additional input tax credit as may become available in future under GST scheme, in respect of all the inputs used in the manufacturing and/or supply of the final goods and service on the date

of supply by way of reduction in price and advise the purchaser accordingly.”

2.9. In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the railway shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism (RCM) and deposit the same to the concerned tax authority.

2.10. While making the supply, the firm shall comply with the following:

- 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 become available to supplier, the same has been passed on to Purchaser.

2.13. The suppliers must submit the bills as per the prescribed format along with the GST certificates provided on the CLW website www.clw.indianrailways.gov.in>Departments>Accounts> Downloads>CLW bill format (GST). However, submission of bill for supply of stores is also available on IREPS portal.

2.14. As per provisions of CGST act-2017, the tax will be deducted from payment made or credited to the supplier of taxable good or services or both wherever applicable.

2.15. No claim for any additional tax/duty not stipulated in the bid shall be admitted at any stage of tender/contract on any ground whatsoever.

3.0. Statutory Variations Clause (SVC):

3.1. Statutory variation will be considered during the original delivery period and against documentary evidence only. However increase in taxes or duties on account of misclassification or misapprehension of law shall not be allowed. Unless otherwise denied in the contract, the SVC will automatically come into force.

4.0. Delivery Period Extension, Liquidated Damages and Denial Clause:

4.1. The time and the date specified in the contract for the delivery of the stores shall be the essence of the contract and the delivery must be completed not later than the date so specified. The delivery period shall be reckoned from the date of issue of Advance PO/Letter of Advance Acceptance/ Letter of Acceptance/PO.

4.2. However, 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. Accordingly, 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.

4.3. That no increase in price on account of any statutory increase in or fresh imposition of GST, Customs Duty, Excise Duty, Sales Tax, or on account of Foreign Exchange Variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

4.4. That notwithstanding any stipulation in the contract for increase in price on any other ground no such

increase which takes places after the date of delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.

4.5. But nevertheless, the purchaser shall be entitled to the benefit to any decrease in price on account of reduction in or remission of GST, Custom Duty, Sales Tax or on account of Foreign Exchange Variation or on account of any other tax or duty or on any other ground whatsoever, including the impact of price variation clause (if incorporated in the contract), which take places after the expiry of the date of delivery period stipulated in the contract.

4.6. In the cases where supply is made in the extended period of D.P. (with or without LD), Price Variation (PV) as applicable on the terminal date of the original D.P shall be payable unless price has decreased after the terminal date of the original delivery period, in which case, the decreased rate will be applicable.

4.7 Time Preference Clause:

It should be noted that if a contract is placed on a higher tenderer as a result of invitation of tender, in preference to a lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay the Railway (the purchaser) the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, Sales Tax, Local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified in tender and incorporated in the contract. This is in addition and without prejudice to other legal rights available to the purchaser under the terms of contract.

5.0. Terms of Delivery:

Material should be delivered by road transport or personal courier service, direct to the consignee on freight prepaid and door delivery basis.

6.0. Risk in Transit and Insurance: For tenders on FOR destination/CIF basis, the risk for material in transit will rest with the supplier.

7.0 Weighment Clause:

In case of stores ordered on weight basis, the net weight recorded at the consignee's premises or the net weight indicated in the supplier's invoice whichever is less shall be considered for accountal and payment.

8.0 Unloading:

Unloading will be done by consignee unless otherwise specified in the Special Conditions of Tender/contract.

9.0 Evaluation of the Offers:

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

9.1. To facilitate evaluation and comparison, all inclusive rate will be worked out by system comprising of the basic rate, packing /forwarding charges and other charges, if any, freight charges up to destination and the applicable taxes. All inclusive cost comprising of the basic rate, packing charges, forwarding charges, insurance (if any), freight charges up to destination, any other charges as quoted and applicable taxes shall be calculated by the system automatically for inter-se ranking of offers.

9.2. As stipulated under clause 1.2, the online system shall evaluate the offers based on the GST rate as quoted by each bidder and same will be used for determining the inter se ranking by the online system.

9.3. Tenders with Price Variation clause mentioned in the Tender Schedule will be dealt as per para 1.3 of General Conditions of tender/Contract.

9.4. Unconditional discounts mentioned in the specified field in the Financial offer Form only will be considered by the online system for the purpose of determining inter-se ranking of the offers. Discounts mentioned elsewhere in the offer will not be considered by the online system for determining inter-se ranking of offers. Conditional discounts such as discounts for quantity, early payment, delivery will not be considered for the purpose of determining inter-se ranking of offers. Purchaser however, reserves the right to use any of discounted rate(s) appropriate for acceptance or to counter offer to the successful tenderers.

9.5. Unless otherwise specified in the Tender Schedule, in case of tender for multiple items, multiple consignees, the inter-se position of the bidders shall be decided item wise/consignee wise and not on the basis of total value of tender as a whole.

9.6. For evaluation of inter-se ranking of tenders, the tax regime as applicable on the date of tender opening for statutory taxes/duties, shall be applicable subject to the condition as detailed at para 9.1 to 9.5 above.

9.7. All offers will be arranged in the ascending order of the all-inclusive rate by the online system.

9.8. In case, the tenderer quotes for delivery of entire tendered quantity to one consignee against Railway's requirements of delivery to multiple consignees, such offer shall be considered valid only for quantity required as per tender schedule by the consignee to whom delivery is offered by the tenderer and it shall be considered that there is no offer for remaining consignees.

9.9. In case of Machinery and Plant (M&P) items, the Net Present Value (NPV) of Annual Maintenance Charges (AMC) for various years will also be added to arrive at all inclusive FOR destination rate as per relevant clause of Special Conditions for Machinery and Plant (M&P) Items.

10.0 Consideration of Offers:

10.1. The Purchaser is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted. In case of items of critical nature, the Purchaser reserves the right to order the entire or bulk quantity on sources with proven past performance, or the sources who comply with the eligibility criteria specified separately in the tender Schedule, if any, and whose offers are found technically suitable and otherwise acceptable.

The rates quoted by the tenderers for the full quantity would be taken as valid for acceptance of part quantity.

10.2. The Purchaser reserves the right to cancel the tender for full or part quantity tendered without assigning any reason.

10.3. Offers of only manufacturers or their authorized dealers/distributors/agents with the tender specific authorization from the manufacturers will be considered as brought out in section-I- 'Instructions to the tenderers'. Offers of authorized dealers/distributors/ agents without tender specific authorization will be summarily rejected.

10.4. Developmental order may be given up to 20% of the Net Procurable Quantity (NPQ) on unapproved/untried firms about whom the Purchaser is prima facie satisfied that they are capable of executing the order, depending upon the credentials and/or experience with CLW/other PUs and zonal railways, provided that their offers are technically suitable and competitive and they have submitted/uploaded adequate evidence to establish their capacity-cum-capability, past performance etc., subject to verification of the capability claimed/exhibited in the tender, if considered necessary by the Purchaser. However decision to place Developmental order or to place Regular/Bulk order for the entire NPQ will be solely of the purchaser.

10.5. In case proven suppliers of Railway/Production Unit do not respond in the tender or the performance of such suppliers is not satisfactory or exorbitant rates are quoted by them or cartel formation is suspected, then offers of the untried/new firms or the past suppliers of CLW/other PUs/zonal railways for similar items may be considered for regular order for bulk or entire quantity or part quantity where prima-facie the purchaser feels and is satisfied about their capability to supply tendered items based on the information submitted by the tenderers along with the offer. Or otherwise, CLW reserves the right to re-invite the tender depending upon the merit of the case.

10.6. Railways reserves the right to procure stores with preferential treatment as per the following Public Procurement Policies of Government of India as brought out in 'Section-I, Instructions to Tenderers' as amended from time to time:

- i) Public procurement policy for goods produced and services rendered by Micro and Small Enterprises as brought under para 13.0 of 'Section-I, Instructions to Tenderers'.
- ii) Preference to Domestically manufactured electronic products as brought under para 16.0 of 'Section-I, Instructions to Tenderers'.
- iii) Public procurement policy for preference to Make in India as brought under para 15.0 of 'Section-I, Instructions to Tenderers'.

10.7. Offers not conforming to the requirement of the tender and not complying to tender conditions, may be rejected outright without further reference.

10.8. If necessary, the purchaser may seek clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. However, tenderers will not be permitted to change the substance of their offers after the offers/e-Bids have been opened.

10.9. The tender closing date will be the reference date for assessing the performance of a firm in a tender and any improvement in performance by a firm after tender opening shall not be factored in purchase decision.

10.10. Ordering on sources approved by Centralized Vendor Approving agencies:

10.10.1. Wherever necessary, as per procurement policy of the Government, Purchaser reserves the right to purchase either the Entire or Bulk quantity from firms for such items which are reserved for procurement of Entire/Bulk requirements from sources who have been approved by Centralized Vendor Approving agencies such as RDSO, Production Units (PUs), CORE etc. to manufacture and supply the tendered item/item of tendered specification/ item specified in the eligibility criteria of the tender. The tenderers are required to upload copies of such approval letters along with their offers. 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 tender closing date will not be considered. However, in case of downgrading/removal/suspension/banning of the firms after opening of e-tender, such changes shall be taken into account while considering their offers.

10.10.2. Normally, a minimum of 80% of the net procurement quantity shall be ordered on approved vendors if so specified in the Tender Schedule.

10.10.3. Order on Developmental Vendors (DV) shall be developmental orders and shall not amount to splitting. Developmental Vendor will be eligible for developmental order of maximum 20 % of NPQ in

regular tenders. Total quantity on such developmental vendors/sources put together shall be limited to 20 % of NPQ in regular tenders.

10.10.3.1. Where there are not more than three Indian suppliers (*) categorized as approved vendors for a particular item, Developmental Vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering offers of such vendors the 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 of this tender document. Such orders shall be treated as regular/bulk orders

* A bidder shall be considered as Indian supplier if:

- i) The entity is incorporated in India OR
- ii) A majority of its shareholding or effective control of the entity is exercised from India OR
- iii) More than 50% of the value of the item being supplied / quoted has been added in India.

10.10.4. Wherever sources have been approved by nominated agency, the placement of developmental orders on New Vendors can be considered in the following circumstances—

10.10.4.1. Where the approved sources are not adequate or for developing indigenous sources for imported items or for new product development.

10.10.4.2. Where the rates received from new sources are lower than those applicable to approved sources for regular order / suitable for bulk supply based on eligibility criteria where there is no approved list, and where new source are having potential for supply of quality material and are having infrastructure of plant and machinery and testing equipment.

However, for the items where it is considered essential to go for placement of development orders on vendors whose received rates are higher than the rate applicable for approved sources for regular order/suitable for bulk supply based on eligibility criteria where there is no approved list, such offers can also be considered for placement of developmental order(s). Reasonability of rates in such cases should be thoroughly assessed.

10.10.4.3. Offers in such cases will be liable to be considered for ordering subject to offers of such vendors being technically suitable and prototype approval by the vendor approving agency. Inspection of the ordered quantity in full or part will be done by the nominated inspection authority only after prototype approval of the product.

10.10.4.4 Tenderers who meet the pre-defined eligibility/qualifying Criteria and technical capability specified in the tender document. The credentials of having met the pre-defined criteria shall be based on the details uploaded by the tenderer like past performance, infrastructure details such as machinery and plant, testing facilities, Quality Assurance Plan, technical manpower, etc, in absence of which the tenderer may not be considered for placement of any order.

10.11. Cartel Formation:

10.11.1. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.

10.11.2. Wherever cartel formation is suspected, Purchaser reserves the right to place orders on any firm/firms for any quantity without assigning any reason thereof.

10.11.3. Firms are expected to quote for quantity not less than 50% of tendered quantity. Offers for a quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. However, Purchaser reserves the right to place order on one or more bidders for any quantity of tender.

10.11.4. 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 (Competition Commission of India).

10.11.5. Whenever tender is floated with purchase restriction 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 vendors list, even beyond prescribed limits, if any.

10.12. Special Condition for e-Reverse Auction:

10.12.1. Selection of bidders for conduct of Reverse Auction (e-RA):

10.12.1.(a) Technical Bid and Initial Price Offer:

i. Bidder will be simultaneously required to submit a Technical & Commercial Bid and initial Price offer. Offers found eligible for bulk order shall be categorized as qualified for bulk order for the purpose of RA, offers found eligible for developmental order shall be categorized as Qualified for Development order for the purpose of RA.

ii. Offers not complying with essential technical & commercial requirements of the tender shall be declared as Ineligible for any order.

iii. Initial Price Offer of only those bidders categorized as Qualified for Developmental Order or Qualified for Bulk Order, shall be opened and tabulated by system separately, category wise. Extent instructions for tabulation shall apply for tabulation of Initial Price Offers.

iv. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest Initial Price Bid of the tenderer eligible for award of contract.

v. After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.

vi. Bidders will not be allowed to withdraw their last offer.

vii. The final tabulation statement will include the initial price offer of a firm who has not participated in the RA process.

10.12.1.(b) Financial Bid: Financial Bid shall comprise of Final Price offer obtained through Reverse Auction.

Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction (e-RA):

a) Selection of vendors for Reverse Auction (e-RA) for bulk ordering:

Number of Tenderers Qualified For Award of contract/Bulk Order	Number of tenderers to be selected for RA	Remarks
Less than 3	Nil*	The bids disallowed from participating in the Reverse Auction (e-RA) shall be of the highest bidder(s) in the tabulation Initial Price Offer. In case the highest bidders quote the same rate, the Initial Price Offer received last, as per time log of IREPS, shall be removed first, on the principle of last in first out, by IREPS system itself.
3 to 6	3	
More than 6	50% of vendors Qualified for Award of contract/Bulk Order (rounded off to next higher integer)	

*Note: If the number of tenderers qualified for Bulk Order/Award of Contract is less than 3, RA shall not be done and tender may be decided on the basis of Initial Price Offer(s).

b) Selection of vendors for Reverse Auction (e-RA) for developmental ordering:

1) Offers qualified for Development Order, with Initial Price offer lower than the highest initial price offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA.

2) However, for the items where it is considered essential to also consider the offers for placement of development order from vendors categorized as Qualified for Development Order, whose received rates are higher than the rate applicable for offers categorized as qualified for bulk order, all bids categorized as Qualified for Developmental Order shall be allowed to participate in reverse Auction.

c) MSE Criteria: All MSEs (Micro & Small Enterprises) found Qualified for Bulk/Development Order/Award of Contracts but could not be selected for Reverse Auction as per criteria stipulated in Para 10.12.1 (a) and 10.12.1 (b) above, but are within the range of 15% of lowest Initial Price Offer of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction irrespective of their inter-se ranking on the basis of initial Price Offer. Such MSEs shall be over and above the number of vendors selected for Reverse Auction, as per para 10.12.1 (a), 10.12.1(b) above. In case of Stores Tenders lowest initial price bid shall mean lowest initial price bid of vendor qualified for bulk order. However in case of the bidders qualifying for bulk as well as for developmental order (before applying elimination criteria) are within MSE category, this clause shall not apply.

d) Make in India criteria: All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order – 2017, found qualified for Bulk/Developmental Order/Award of Contract and are within the specified range of price preference, under the Make in India Policy, of lowest Initial Price offer of the vendor qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter-se ranking on the basis of Initial Price offer. Such bidders shall be over and above the number of vendors selected for Reverse Auction, as per para 10.12.1(a) above. However, if all the bids qualified for bulk order as well as for developmental order (before applying elimination criteria) also qualify under “Make in India Order, 2017” criteria, this clause shall not apply.

e) Lowest initial price bid referred to in sub-para (c) and (d) above shall mean lowest initial price bid of vendor qualified for bulk order.

10.12.2. Procedure for conduct and reporting of e-RA:

a) Purchaser shall fix the following, depending upon the nature of tendered item and complexity of case on hand.

i) Initial e-RA period (Initial Cooling off period): This shall be the initial time interval for e-RA. e- RA shall be open for this duration.

ii) Auto extension period (Subsequent cooling off period): In case any offer is received in the time period equal to auto extension period before close of initial e-RA period, the e-RA shall be extended for time equal to auto extension period from the time of last bid. There shall be no upper limit on number of auto extensions. When no offer is received in the last auto extension period, e-RA shall close.

iii) Minimum decrement in percentage of value of the last successful bid.

b) Date and time of start of e-RA shall be communicated to the qualified tenderers selected, through e-mail to their registered e-mail id/ SMS to the registered mobile no. as brought out above.

c) Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently on IREPS/Suitable Platform in Stores tenders.

d) Qualified Bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction amongst bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for developmental order. However, bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification.

e) During Reverse Auction (e-RA) period, identities of the participating tenderers will be kept hidden.

f) Bidders will not be allowed to revise the taxes and other levies, after submission of initial price bid.

g) Starting point for Reverse Auction (e-RA) shall be the lowest initial price bid of the tenderer eligible for award of contract. During Reverse Auction (e-RA) process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price offer. Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of Reverse Auction (e-RA).

h) Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be intimated on website about the status of Reverse Auction, i.e. when the auction will start/ had started, whether the auction is live or whether the auction has closed.

i) Bidders shall not be allowed to withdraw their last offer.

j) L-1 will be defined as the lowest bid obtained after the closure of e-RA.

10.12.3. After obtaining the final price offers through Reverse Auction the lowest bid of only those bidders who had participated in the Reverse Auction shall be tabulated and considered for ordering. The offers of bidders which were eliminated from Reverse Auction in terms of Para 10.12.1 shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of Government of India at the relevant time shall be applicable.

10.12.4. On any issue or area of material concern respecting Reverse Auction not specifically dealt within these Rules, the decision of the Railways shall be final and binding on all concerned.

10.13. Firms and their associates who are banned from business dealing with Indian Railways will not be considered for placement of order.

11.0 Splitting Criteria:

11.1. In case of no prior decision to split the order:

11.1.1. Normally full order would be placed on L-1 (lowest technically suitable bidder for bulk order) firm. However, if after due processing, it is discovered that the quantity to be ordered is more than what L1 alone is capable of supplying and there is no prior decision to split the quantities, then the quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters:

- i) Past performance of bidders
- ii) Capacity of bidders
- iii) Delivery requirements in the tender
- iv) Quantity under procurement
- v) Vital/safety nature of the items

11.1.2. In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 11.2.2 below.

11.2. In case of pre-decided split ordering:

11.2.1. Purchaser will specify in the special conditions to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items.

11.2.2. Following provisions shall be applicable in all such cases of pre-decided split ordering:-

(A) The Purchaser intends to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers 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 and lead time of supply of the item, number of established suppliers, their capacities.

(B) 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 tenderers (other aspects, i.e., adequate capacity-cum-capability, satisfactory past performance of the tenderers, 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:

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, Purchaser shall decide.

It should be noted that L-1 will be the bidder who is technically suitable for bulk quantity regular order. In the phrase 'differential rates quoted by the tenderers', the quoted rate would mean-

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 L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity) as obtained at the time of tender opening. **In case of e-RA Tenders (2 Bid System), the rate obtained after the opening of Financial Bid (post e-RA) will only be considered and not the Initial Price Bid.**

(C) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, and then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the above para.

(D) The purchaser reserves the right to counter-offer the lowest acceptable rate for bulk ordering to the higher bidder(s). In the event of rejection of such counter offer(s), the purchaser will reserve the right to decide on the quantity distribution ratio/proportion.

11.2.3. 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 tenderers 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 tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

11.3. For cases where the Purchaser/Railways had entered into TOT/JV (Transfer of technology/Joint Venture) agreements, the following clause will be applicable:

“As Indian Railway have 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 11.2.2 (B) along with other sub para above shall apply with the exception that the aspect of per-se reasonability will not be applicable.”

11.4. 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. Under such exceptional circumstances, Purchaser reserves the right not to split the ordered quantity even in cases of where pre-decided splitting criteria is specified in the tender document.

12.0. Communication of Acceptance:

Acceptance of tender will be communicated by Letter of Acceptance through IREPS. Communication through e-mail or FAX or any other electronic mode like WhatsApp shall also be deemed to conclude the contract.

13.0. Security Deposit:

13.1. There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following:

i) The contracts of value up to Rs. 25 (twenty five) lakhs.

- ii) Other Railways, Indian Ordnance Factories and Govt. Departments on their specific requests.
- iii) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them.
- iv) In tenders issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting SD. KVIC shall be exempted from SD for items supplied by them.
- v) 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.
- vi) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE for the tendered item(s)/item mentioned in eligibility criteria, subject to approval status being valid on the date of tender closing.
- vii) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

13.2. Amount of SD:

(i)

Contract value	SD (rounded off to nearest higher Rs.10 (ten))
Above Rs.25 Lakh and upto Rs.50 Crores	@3 % of contract value for tenders issued up to 31.03.2023 subject to maximum of Rs.50 Lakh.
Above Rs.50 Crore	Rs.1 crore

(ii) Wherever, there are compelling circumstances to ask for Performance Security in excess of three percent as stipulated above, the same will be added in the tender as special condition.

13.3. Security Deposit (SD) shall be furnished in any one of the following forms:

- i) Fixed Deposit Receipts (FDR), Pay Orders, and Demand Drafts issued by Scheduled Bank, in favour of Principal Financial Advisor/CLW. The FDR must be issued with auto renewal facility.
- ii) Guarantee Bonds issued by Nationalized or Scheduled Commercial Banks as per format at Annexure-IV.
- iii) 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).
- iv) Government Securities and
- v) A deposit in the Post Office Saving Bank.

13.4. Bank Guarantees (BGs) to be submitted by tenderer shall be sent to this office directly by the issuing bank under Registered Post AD/Speed Post/Courier. In exceptional cases, where the BGs are received through the tenderers, the issuing bank shall be requested to immediately send by Registered Post AD/Speed Post/Courier an unstamped duplicate copy of the Bank Guarantee directly to this office with a covering letter to compare with the original BG and to confirm that it is in order.

13.5. Security deposit shall remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations, unless otherwise specified in the tender documents.

13.6. No claim shall lie against the Purchaser in respect of interest on Securities or depreciation thereof.

13.7.1. 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:

- i) to automatically adjust the EMD submitted by such successful tenderer(s) towards SD.
- 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.
- iii) Vendors claiming exemption from submitting EMD, as per para 6.1 (Section-I) shall be required to sign a bid securing declaration as per Annexure A.
- iv) 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.
- v) This para shall not be applicable for Govt. Departments/Ordinance factories/other Railways/Railway PSUs and matter shall be taken up with them departmentally/administratively.

13.7.2. Wherever SD has been exempted, for any reason, and the supplier fails to supply 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.

13.7.3. Wherever the supplies are to be delivered in more than one installment, each such installment forms a severable contract. In case of failure by contractor to meet deliveries for any installment, purchaser may cancel the contract for defaulted part by forfeiting SD commensurate to that installment.

13.8. Security deposit will be returned to the successful supplier after successful completion of all contractual obligations and submission of No Claim Certificate as per proforma at Annexure-I.

13.9. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

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.

14.0. Inspection:

14.1. The inspection will be conducted by the agency nominated by the Purchaser, such as the representative of the CLW or M/s RITES/RDSO/DQA or any other agency as specified in the contract at the manufacturer's premises and/or on receipt of the stores at the destination. The tenderer's acceptance of the same will be

implied unless his offer stipulates inspection clause to the contrary. The tenderers shall indicate the place of manufacture and inspection in their offers.

14.2. In case the purchase order is placed on the traders/agents for items which are peculiar to the railways, the Purchaser reserves the right to carry out the inspection at the manufacturer's premises. Authorised dealers/agents of manufacturers should indicate the details of manufacturer in their quotation and confirm inspection of stores at the manufacturer's premises.

14.3. Stores shall be dispatched directly from the premises of the manufacturer to the consignee after inspection and acceptance by the nominated inspection agency. Manufacturer's Test and Guarantee Certificate, wherever applicable, will be submitted with each lot of supplies.

14.4. The inspection agency will not inspect the material where the material does not have the month of manufacture and name of manufacturer on material. All manufactured stores must carry identification mark of the manufacturer and month/year of manufacture in embossed form at the location specified in drawing/specification. In case this is not mentioned in drawing or specification, the location should not be subject to wear and should not affect the functionality, utility, operation and structural stability of the item. Inspecting agency and consignee will be entitled to reject the supplies not conforming to this clause.

14.4.1. In case of pre-dispatch inspection by third party (e.g RITES/RDSO/CLW etc), wherever testing of material is involved, relevant test certificate/test reports/lab reports should be submitted, duly endorsed by the authority nominated to conduct inspection, along with supply apart from inspection certificate. This shall also be applicable in cases of inspection by nominated third party against Manufacturer's test certificate.

14.5 Wherever the inspecting authority is specified in the tender documents, tenderers are requested to quote accordingly. At a later date any request for change in inspection clause will not be considered, except in exceptional circumstances to be decided by the Purchaser.

14.6. Material particular to railways, such as, parts and fittings of rolling stock except raw materials, which have been found rejected by the inspecting agency and could not be rectified during inspection, are required to be defaced by the inspection authority to avoid recycling of such rejected material. All such rejected materials peculiar to railways will be mechanically defaced to prevent sale to Railways again.

14.7. In case items which are to be purchased to ISI specification and where ISI certified manufacturers exist, the purchase of such items will be made for ISI marked product only if their offers are technically suitable and licence acceptable. In the case of placement of purchase order directly on an ISI licensed manufacturer for ISI marked product, the material can be accepted on firm's WTC, without any third party inspection. In such cases, the tenderers shall submit copy of valid ISI/BIS licence along with the offers, failing which their offers are liable to be passed over.

14.7.1. The WTC should contain the following details:

- i) Details and types of tests that are prescribed to be conducted for the material.
- ii) Certification to the effect that all relevant tests have been carried out and that the material supplied qualifies and satisfies the relevant parameters and values assigned for such tests.
- iii) Name and capacity / designation (stamp) of the authorised signatory who has conducted such test(s) and passed the material.

14.8. Handling of rejections of pre-inspected item and warranty rejections:

14.8.1. Two kinds of rejection occur in case of pre-inspected supplies made by vendors.

- A. Pre-inspected material rejected by consignee at the time of receipt
- B. Material rejected in warranty

The methodology of handling these rejections will be as under:

A. Pre-inspected material rejected by consignee at the time of receipt-

i. In case of rejection of pre-inspected goods at consignee end, the material rejection advice/rejection memo should be sent by consignee to all concerned: i.e. Firm/Supplier, Purchaser, Pre-inspecting agency, Paying authority as per the contract etc. without fail.

ii. In case payment has been made to the firm for the material, the concerned paying authority as per contract should note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.

iii. Joint inspection of rejected material will be held with pre-inspecting agency and the firm. The ultimate authority for decision to conduct joint inspection will be consignee. However, if the firm does not desire to have/to attend joint inspection or in case of failure of either of the two parties (inspecting agency and the firm/supplier) to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attends joint inspection or not, the modality of joint inspection etc will have to be completed with 21 days of communication of rejection advice to the supplier (in line with IRS conditions of contract: clause 0703). For imported material, the time limit will be 45 days.

iv. Firm may be permitted to collect the rejected goods only after the firm has deposited the payments already made by Railway/Purchaser (if any) to the firm or equivalent amount has been recovered for this purpose.

B. Material rejected in warranty :

B.I Material are rejected in warranty in the following situations

- a. The material rejected was issued to the user (shop/shed etc) from its associate stores depot.
- b. The material rejected was received by the user from a PU (Production Unit of Indian Railways) or from a stores depot which is not the associate stores depot of the user.

Cat. B.I(a): For warranty failure in shop/shed of material issued from its associate stores depot :

All warranty claims will be lodged by the associate depot officer after getting the warranty rejected material from user under Advice note of returned stores with reasons of warranty rejection indicated therein, Before lodging the warranty claim the associate depot officer will satisfy himself about the correctness of PO and ensure that other details including reasons(s) of warranty rejection are available with the Advice note of returned stores. The warranty claim will be processed following procedure indicated in sub-clauses A (i), (ii), (iii) and (iv) of clause 14.8.1 above except for the following changes:

The 'rejection advice' mentioned in sub-clause A (i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per sub-clause A (iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railway. Thus, either the pre-inspection agency or the firm or the Railway may like to have a more detailed understanding of the failure.

v) In case of replacement supply against the rejected goods, the same should be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS conditions of contract clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.

vi) However, in case of component level rejection in a pre-inspected item (which is an assembly), the replacement supply of that component can be accepted based on firm's internal inspection certificate/guarantee certificate and final inspection by consignee.

Cat. B.I(b): For warranty failure in shop/shed of material received from PU (either under sale issue note or as a purchased component of Rolling Stock manufactured at the PU) or from a stores depot (under inter depot transfer/issue note) which is not the associate stores depot of the end user:

i) In such cases it may not be convenient for the end user to return the material to the stores depot (against which the original supply was made by the vendor to Railways). Thus in all such cases, the warranty rejected material will be kept in safe custody by the end user and the stores depot (which received the original supply) will be advised by the end user about the warranty rejection duly indicating the reason(s) of rejection with a confirmation that the rejected material is under end user's custody.

ii) The stores depot (which received the original supply) will raise warranty claim on the firm. Before lodging the warranty claim, the depot officer will satisfy himself about the correctness of PO (Purchase Order) and ensure that other details including reason(s) of warranty rejection are available from the end user. The warranty claim will be processed following procedure indicated in sub-clauses A(i), (ii), (iii) and (iv) of clause 14.8.1 above except for the following changes: the 'rejection advice' mentioned in sub-clause 1.A(i) will be replaced by the 'warranty rejection advice'. The time which can be taken for the completion of modality of joint inspection as per sub-clause 14.8.1A (iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the Railways may like to have a more detailed understanding of the failure. For imported material, the time limit in Cat. B.I (a) and Cat. B.I(b) will be 90 days.

Cat.B.II) Warranty quantity replacement: The warranty quantity replacement will be accounted under warranty Receipt Note by the depot officer (which raised the warranty claim as in sub-clause B.I (a). Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

Cat.B.III) Inspection of the replacement supply against warranty rejection:

A) For cases of replacement supply against warranty failure falling in the category B.I (a) above, the replacement supply should normally be inspected by the same inspection agency which inspected and passed original supply. Thus for Category B.I (a), any change in inspecting authority for the warranty replacement will necessitate a formal amendment in contract.

B) In case of warranty rejection of item of the category B.I(b) above, it may in some cases be difficult to re-use the services of inspecting agency which passed the original supply. Similarly for some items, the end user/ consignee may not have the requisite inspection facility/expertise.

Thus for warranty rejection falling in the category B.I(b) above:-

The replacement supply can be inspected by the same inspecting agency which inspected and passed the original supply. Payment of inspection charges will be borne by supplier.

OR

The replacement supply can be inspected by authorized representative of consignee.

OR

The replacement supply can be made by Firm's own internal inspection certificate

The decision on the above will rest with the depot officer who raised the warranty claim and will be indicated in the warranty claim notice.

C) However, in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee certificate/internal inspection certificate and consignee's final inspection for both the categories {Cat. B.I (a) and Cat. B. I (b)} of warranty failure.

Cat.B.IV) Place of warranty replacement- For warranty replacement of category B.I (a), in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be the depot which received the original supply .For warranty replacement or failure falling in category B.I(b) above, an exemption can be made and the place of replacement supply can be indicated by the depot officer (at his option) in the warranty claim notice to the firm to be the end user's place.

Cat.B.V) For warranty replacement of the category B.I(b), due care will be taken by the end user to ensure that accountal of replacement supply etc. are properly taken care of. After settlement of warranty claim the rejected material will be handed over by the end user to the firm's representative. The end user will also inform the depot officer who raised warranty claim about the replacement.

14.8.2. At the option of the depot officer/end-user, rectification of the material rejected [under category (A) and (B) of clause 14.8.1] may be permitted within Railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However,, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category 14.8.1(A) and 45/90 days for indigenous/imported material respectively for the rejection of the category 14.8.1(B). If more time is taken beyond this, applicable ground rent will be levied on the firm.

14.9.In case of rejection of items, railways reserves the right to recover any such amount due to railways from the supplier, on account of inspections conducted on the items, from any pending bills or supplier's deposits available with CLW or with any other zonal railways/PUs/units under Ministry of Railways. The inspection charges levied by railways shall be final and no claim of the supplier will be entertained on any grounds whatsoever.

15.0. Advice of despatch of stores:

15.1. The supplier should ensure that Lorry Receipt under which the material is sent to the Railway consignee are prepared in the favour of “consignee” and on door delivery basis only” failing which they will be required to take the delivery themselves and deliver the consignment to the consignee.

15.2. All despatch documents i.e. Lorry Receipt (LR), Invoice cum challan, Inspection certificate etc. must be sent to the consignee and copies of advice of despatch should also be sent to the Consignee as well as the Purchaser along with materials.

16.0. Payment Terms:

16.1. Unless otherwise agreed upon, 100% payment shall be made after receipt and acceptance of stores by the consignee. Payment will be made on submission of bills in the prescribed format, which may be downloaded from CLW’s website, accompanied with the required documents and in accordance with the instructions given in the purchase order.

16.2 In deserving cases, payment upto 95% against Provisional Physical Receipt Certificate (PPRC) duly signed/counter signed by a Gazetted Officer physically or digitally, and original copy of the Inspection Certificate may be considered as per IRS Conditions of Contract. In such cases, balance payment will be made after receipt and acceptance of stores by the consignee. The purchaser’s decision as to whether a tenderer is of repute and of sound financial standing will be the final.

16.2.1 In exceptional cases, 98% and 2% payment can also be considered within the framework of extant rules and procedures.

16.2.2 Payment for 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 the firm and 100% payment will be made after issuance of final inspection certificate and other relevant documents.

16.3 Mode of Payment: payment will be made electronically.

16.3.1. For tenders valued more than Rs. 10 lakhs, payment is also made through a letter of credit (LC), provided such an option is exercised by the tenderers. Further, option once exercised, shall be final and no change shall be permitted, thereafter, during execution of contract. Tenderers should read “Instructions for tenderers on LC mode of payment” (Annexure-V) and confirm compliance.

16.4. Payment terms for Machinery & Plant (M&P) items shall be as provided in the Special Conditions for procurement of M&P items specified separately under subsequent para.

16.5. The payment shall be subject to recoveries, if any, under the liquidated damages clause of the IRS Conditions of Contract or deduction of any amounts for which the Contractor may be liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.

16.6. Request for making early payment within 30 days etc. will not be accepted.

16.7. Payment for the stores or each consignment thereof will be made to the Contractor on submission of bill accompanied with the prescribed documents mentioned in the contract. In cases where Price Variation Clause (PVC) is part of the contract, a working sheet along with documents in support of the PVC must be submitted at the time of claiming payment.

16.8. Following declarations will be required from the firm (supplier) while claiming payment:

- a. "It is certified that the GST % which has been charged for the item billed for herein is as per relevant sections of CGST/SGST/IGST Acts and is legally leviable. If, however, it is found later that the rate at which the GST tariff rate has been charged is not correct, we indemnify the Chittaranjan Locomotive Works, Chittaranjan-713331 against any loss on this account."
- b. "It is certified that no refund of GST already reimbursed to me/us on the order/contract has been obtained by me/us during the quarter. And that in respect of refund/increase of refund of GST obtained on this order/contract will be passed on to the purchaser."
- c. No additional duty setoffs on the goods supplied have accrued under the GST Act or any future scheme which may be introduced while submitting the present bill.
- d. Any additional Input Tax Credit benefit, if become available to supplier, the same shall be passed on to purchaser without any undue delay.

OR

It is declared that additional input tax credit to the tune of ₹_____ has accrued and accordingly the same is being passed onto the purchaser and to that effect the payable amount may be adjusted.

17 Option Clause:

17.1 Purchaser will have discretion to accept an offer for quantities which are up to 30% higher than the tendered quantity. The rates quoted by the tenderers for the full quantity would be taken as valid for the above.

17.2 Purchaser also reserves the right to increase the ordered quantity, after giving reasonable notice, by a maximum of 30% after the placement of order during the currency of the contract. The increase in quantity, however, is subject to keeping the overall quantity increase on all the successful tenderers within 30% of the ordered quantity.

17.3. Operation of the option clause can be made any time within delivery period of the contract giving reasonable notice to the firm.

17.3.1 'Reasonable notice' as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant Modification Advice to the contract will suffice.

17.3.2 In a contract that provides for quantity option clause, in case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

18.0 Guarantee/Warranty:

18.1. Unless otherwise specified in the tender documents, the Guarantee/Warranty clause shall be as specified in the IRS Conditions of Contract or as mentioned in the Specification of the item whichever is higher.

18.2. Suppliers are advised to ensure that the materials are invariably stamped with manufactures' name, month and year of manufacture as may be detailed in the drawing/specification of material, so that warranty can be correctly acted upon.

18.3. Warranty rejections: As stipulated in Para 14.8.

19.0. Purchase according to Samples:

19.1. When samples are required, this fact shall be indicated in the tender documents. Samples must strictly conform to the tendered specification, drawing and description. Any sample submitted will be considered as supplement and not to supersede the tendered specification unless otherwise specifically indicated. In the absence of a specified acceptance in writing of any variation, the Purchaser shall be entitled to reject a claim for acceptance of supply embodying such variation.

19.2. Samples where called for, should be sent duly sealed to the Stores Department of CLW before the date and time of opening of tender failing which offer shall be summarily rejected. Samples should be supplied without any charge and on freight paid basis.

19.3 The tenderers are required to collect their samples within 15 days from the date of intimation to do so. If the samples are not collected within the specified period, they will be disposed off and no claims whatsoever will be entertained thereafter.

20.0 DELETED

21.0. Force Majeure Clause:

21.1. If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons beyond the control of the supplier, such as, but not restricted to, reasons of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes (hereinafter referred to as such acts) provided notice in writing of happening of any such event is given by either party to the other within 21 days from the date of occurrence with reasonable evidence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not, shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such act or event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Purchaser shall be at liberty to take over from the Contractor at a price to be fixed by Purchaser, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Purchaser elect to retain.

21.2. Force Majeure Clause will not be used by any party to effectively escape liability for bad performance and Contractor shall seek all reasonable alternative means for performance not prevented by Force Majeure events.

21.3. There may be a Force Majeure situation affecting the Purchaser's Organization and in such a situation, Force Majeure Clause shall be available and applicable to the Purchaser also and Purchaser shall be entitled to cancel the contract without any financial repercussion on either side.

22.0. Fall Clause:

22.1 Fall clause is not applicable in a tender for fixed quantity contract.

22.2 Fall clause shall not be applicable to Running Contract also.

23.3 Fall clause shall be applicable to Rate Contracts with following terms and conditions.

i) The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be, during currency of the contract. Such lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.

ii) If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the Purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced.

iii) The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the contract.

"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered / sold by me/us to any person/ organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract.

23.0. Special Tender Conditions pertaining to procurement of Machinery and Plant (M&P) Items:

23.1. Timely Commissioning of M&P:

i. The supplier has to conduct joint inspection along with the consignee's representative at the time of opening the cases after receipt of the cases at consignee's site.

ii. The installation, commissioning & demonstration will have to be done by the supplier immediately after the joint inspection at the consignee's site.

iii. In the event of Contractors' failure to have M&P commissioned by the time specified in the letter of acceptance or contract, purchaser may withhold, deduct or recover from the contractor as penalty, a sum @ 2% (two percent) of the price of M&P which the Contractor has failed to commission as aforesaid for each and every month (part of a month being treated as a full month) during which the M&P may not have been commissioned, subject to an upper limit of 10% (ten percent) of contract value.

23.2. Warranty:

- i. Warranty period for M&P items will be 24 (twenty-four) months from the date of commissioning and proving out of M&P and as per IRS conditions of contract/ as per specification whichever is higher. A maximum period of 2 (two) weeks will be allowed for attending and rectification of faults during the warranty period.
- ii. Maximum down time during the warranty period will be 2% (two percent) for on line M&P and 10% (ten percent) for off line M&P calculated on quarterly basis.
- iii. A penalty of 0.5% (zero point five percent) per week of the contract value will be levied for delay in response time for attending and rectification of faults beyond specified time during the warranty period as detailed above.
- iv. Maximum penalty to be levied on account of warranty failures will be 5% (five percent) of the contract value calculated during whole of warrantee period and after that if there is any delay on the part of suppliers, Purchaser shall be entitled for encashment of warrantee/guaranty Bonds. Such cases of bad performance of firm during the warranty period will be recorded and circulated to all Railways for deciding future orders on the firm and when evidence to the contrary is not available, the firm's offer may even be rejected.

23.3. Annual Maintenance Contract:

- i. Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) for a period of five years (or as specified in tender schedule/specification) after expiry of the warranty period of the M&P along with their offers. The scope of AMC will include preventive and break down maintenance. AMC charges will include all costs of personnel, spares etc., except the cost of consumables required for day-to-day operation and daily maintenance checks.
- ii. The maximum downtime and maximum response time and penalties for failure to adhere to the same will be as specified in the tender documents. AMC payment terms would be linked to the performance parameters.
- iii. The tenderers should quote AMC rates for each of the five years (or as specified in tender schedule/specification). The AMC price for each year will be firm. The AMC charges shall be separately payable in Indian Rupees only. The AMC charges would be added to the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer, if so specified in the tender documents. In order to equitably compare different AMC charges for different years, the concept of NPV (Net Present Value) will be used at a predetermined rate of discounting to bring the AMC charges at the same footing in the assessment of FOR destination price. The rate of discounting and the NPV calculation shall be pre-disclosed in the tender document/Tender Schedule and the same shall be calculated by the IREPS system automatically.
- iv. The post-AMC maintenance of machines will be dealt with by the end users. In order to facilitate the same, tenderers are required to give the current cost of spares required for maintenance of machine after AMC period and the current service charges for each items of work of repair of M&P beyond the AMC period. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.
- v. Tenderers who are OEM, must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a

period of expected life of the machine/equipment.

vi. The actual contract agreement will show the AMC charges as a separate Schedule/Annexure to distinguish it from the transaction value of M&P, to avoid undue custom duty/taxes, or levies.

23.4. Validity of offer:

The tenderers must keep the offer for M&P items valid for a minimum period of 120 calendar days from the date of opening of tender.

23.5. Payment Terms for M&P items:

The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under:

- a) 80% of the payment on proof of inspection certificate and Provisional Physical Receipt Certificate to be made within 30 days of receipt of documents as specified.
- b) Balance 20% payment within 90 days after satisfactory installation/commissioning and proving test of M&P subject to submission of Bank Guarantee/Warranty Guaranty Bond for an amount of 10% of contract value as per Annexure–IV towards warranty performance/warranty security.

23.6. Training:

The Contractor during commissioning of the equipment will also train the Railway staff in operation and maintenance of equipment supplied.

23.7. Maintenance manual, consumables and spare parts:

- i. Contractor is required to supply 2 copies of operation and maintenance manual to enable the railway staff in operation and maintenance to be conversant with the machine.
- ii. Consumables that may be required during the warranty period and are not covered in the warranty, same needs to be listed out including the quantity required along with the price.

23.8. Site preparations and installation:

- i. The successful tenderer whose offer is accepted and on whom purchase order is placed, will promptly provide all the requisite details relating to the site preparations, including the lay out drawings and details of the foundations/superstructure/shed/roof as may be required, but not later than 6 weeks unless otherwise specified, to avoid delay in site preparation and installation and commissioning.
- ii. If the circumstances so warrant, the supplier will be permitted to work in more than one shift for commissioning the machine, provided a request is made by the contractor. This may be permitted if the same leads to reduction of commissioning time.

23.9. Performance/Warranty Bank Guarantee:

For Machinery and Plant items, costly equipment and capital spares, the Security deposit submitted by the supplier can be used to cover their warranty obligations, if same is valid for warranty period plus six (6) months claim period.

24.0. Green Transport Policy:

- i. Suppliers shall not engage trucks/vehicles of more than 05 years old for transport of goods to CLW.
- ii. All vehicles entering into factory premises should carry valid PUC (Pollution under Control) certificate and valid insurance policy.
- iii. Vehicles may undergo surprise check by CLW for general conditions such as tyres, pressure tanks etc. and report submitted to concerned CMMs.
- iv. Suppliers should ensure speed controllers are installed in all new heavy vehicles.
- v. RTA norms should be strictly maintained for driver's competence.

25.0. Wages to Labours and Provision of Payments of Wages Act:**Special conditions for all Supply and Installation contracts.**

A. Contractor is to abide by the provisions of Payment of Wages act and Minimum Wages act in terms of clause 54 and 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed and hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register their firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/updation of Portal shall be done asunder:

- a) Contractor shall apply for onetime registration of their company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Purchase Order. The Gazetted officer of consignee shall approve the contractor's registration on the portal within 7 days of receipt of such request.
- b) Contractor once approved by the Gazetted officer of consignee can create password with login ID (PAN No.) for subsequent use of portal for all Purchase Orders issued in their favour.
- c) The contractor once registered on the portal, shall provide details of their Purchase Order on Shramikkalyan portal within 15 days of issue of any Purchase Order for approval of concerned Gazetted officer of consignee. The Gazetted officer of consignee shall update (if required) and approve the details of Purchase Order filled by contractor within 7 days of receipt of such request.
- d) After approval of details of Purchase Order by the Gazetted officer of consignee, Contractor shall fill the salient details of contract labours engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- e) It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour and payments made thereof after each wage period.

B. While processing payment of any 'Final bill' or release of 'Performance Guarantee/Security deposit', contractor shall submit a certificate to the Gazetted officer of consignee or their representative that I have uploaded the contract details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway's Shramikkalyan Portal at www.shramikkalyan.indianrailways.gov.in till __Month__Year.

26.0 Conditions for Tenders of Imported items:

26.1. CLW Invites OEMs or the Overseas Manufacturers to quote directly, without intercession of an agent against CLW's Global tender enquiries and, therefore, they are advised to quote directly.

Offer in Foreign Currency other than Global Tender is not allowed.

Tenderer may quote in Foreign Currency or in Indian Currency i.e. Indian Rupees (INR) in case of GLOBAL TENDER and only *Incoterms* (International Commercial Terms) to be used.

Offers in respect of Imported items fall within one of the following categories: -

- a) Overseas OEM/Manufacturer quoting directly against CLW's tender.
- b) Overseas OEM/Manufacturer quoting directly against CLW's tender involving Indian Agent.
- c) An Indian Agent quoting in Indian Rupees (INR) on behalf of foreign principals or OEM/Manufacturer.

26.2 Overseas OEM/Manufacturer quoting directly against CLW's tender without involving Indian Agent:

Overseas OEM/Manufacturer quoting directly against CLW's tender have to comply with the tender conditions contained in the Bid Document.

26.3. Overseas OEM/Manufacturer quoting directly against CLW's tender involving Indian Agent:

Where an overseas OEM/Manufacturer quotes directly involving an Indian Agent, following provisions must be adhered to: -

26.3.1. An 'Agency Agreement' between them and their agent should be submitted along with their offer, which is mandatory, and non-submission of the same shall cause rejection of the offer summarily.

Therefore, it is advised that the overseas OEMs or principals must ensure existence of a legally tenable 'Agency Agreement' before the offer is submitted for consideration and the same is attached with offer.

26.3.2 The 'Agency Agreement' should inter-alia contain the following:-

- a. The precise relationship between the foreign manufacturer or the principal and their Indian Agents,
- b. The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,
- c. Any payment which the Agent receives in India or abroad from the manufacturer/ Principal whether as a commission for the contract or as a general retainer fee,
- d. All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same,
- e. Indian Agent's Income-Tax Permanent Account number,
- f. Past performance, if any.

26.3.3. Tenderers are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

26.3.4. The foreign bidder shall disclose Amount of commission and/or remuneration included in the quoted price(s) for such agent/representative in India.

26.3.5. The foreign bidder should confirm to agree that the commission or remuneration or payment of any amount on any other ground or in any other name, included in the quoted price(s) and payable to their Indian Agent shall be paid by CLW in India in equivalent, Non-convertible Indian Rupees, after satisfactory execution of the contract.

26.4. An Indian Agent quoting in Indian Rupees (INR) on behalf of their Foreign principals or OEM/Manufacturer: Where an Indian Dealer/Agent/ recognized Industrial Distributor submits offer for imported goods, in Indian Rupees (INR) on behalf of their foreign principals or OEM/Manufacturer, the following conditions shall be fulfilled:-

26.4.1 To quote with tender specific authorization from the foreign manufacturer without which offer will be summarily rejected.

26.4.2 While quoting on behalf of foreign principals tenderers are required to furnish the principal's invoice/ proforma invoice along with their quotation. Proforma invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.

26.4.3 The tenderer shall have to undertake in the tender to comply with the following:

a) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/ principals relevant to each consignment.

b) Current and valid authorization/dealership certificate of foreign manufacturer/principal.

c) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in IRS Conditions of Contract Para-1800.

Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.

26.4.4. Submission of an 'Agency Agreement' along with their offer is mandatory and non submission of the same shall render the offer to be summarily rejected. Therefore it is advised that the overseas OEM or principal ensure existence of a legally tenable Agency Agreement before the offer is submitted for consideration and the same is submitted in due time.

26.4.5. The 'Agency Agreement' should, inter-alia contain the following:-

a) The precise relationship between the foreign manufacturer or principals and their Indian Agents/ associates,

b) The mutual interest which the manufacturer/ principal and the Indian Agents have in the business of each other,

c) Any payment which the Agent receives in India or abroad from the manufacturer/ Principal whether as a commission for the contract or as a general retainer fee,

d) All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same

e) Indian Agent's Income-Tax Permanent Account Number

f) Past performance, if any

g) Contractor/Seller shall guarantee towards warranty of the material supplied for the period mentioned in specification from the date of receipt at Chittaranjan Locomotives Works, Chittaranjan in original airtight container. Any material found defective within the guarantee period will be replaced by the contractor at free of cost at the place of delivery and all the cost for such replacement supply to be borne by the Contractor/Seller.

26.4.6. Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

26.4.7. Any additional expenditure incurred on account of increased Custom Duty, Freight charges as also extra cost which may arise on account of Variation in Exchange rate during the pendency of the contract or during the extended delivery schedules, shall be borne by the Contractor.

26.5 It is to be noted that, in case of Quotations in Foreign Currency:

i) The firms should quote on FOB price basis (OR) CFR price basis at Kolkata Port (indicating FOB price and freight element separately), as indicated in the tender schedule.

ii) Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates of the representatives they have for servicing in India. They should quote FOB/CFR price basis at Kolkata Port (indicating FOB price and freight element separately), exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the purchaser will indemnify the supplier against payment of such commission to the Indian/Associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates' remuneration or/commission covers a part of the price against the tender.

26.6 In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

26.7 All tenders will be evaluated on the basis of Landed Cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated below.

a) CIF cost will be calculated by adding freight and Insurance to quoted FOB price or adding Insurance to quoted CFR price (excluding agency commission). Insurance charges as per Indian Railways Open Cover Policy

b) Port handling charges.

c) Applicable custom duty on the Assessable value (=CIF cost + Port handling charges).

d) Port Clearance charges.

e) Inland transportation cost

f) L/C opening charges.

g) Agency commission, if any

Landed Cost will be sum of above i.e. CIF+ Port Handling charges + Custom duty + Port Clearance + Inland transportation + LC opening Charges + Agency Commission.

26.8 The agent is official representative of Manufacturer/ Principal/ Bidder. Accordingly Manufacturer/ Principal/ Bidder shall be fully responsible for the conduct of their appointed agent.

26.8.1 The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, in terms of Agency Agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the

Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

26.8.2 The amount of agency commission payable to the Indian agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer. Agency Commission shall not exceed 5% (or as allowed by the Govt. of India from time to time) of FOB and must be declared transparently. Railways reserve the right to verify the same.

26.9 For bearings manufactured in foreign countries, Visual inspection by CLW or the nominated agency inside India after receipt is acceptable with import documents and original manufacturer's test and Warranty/ Guarantee certificate. Firm should consent to deposit security money as per IRS conditions for due execution of the contract if asked to do so. This is irrespective of the fact whether the firm is registered with this Railway or not.

26.10 FOR destination means Total Unit Rate including all cost elements totaling upto destination i.e. cost of materials+ Taxes & duties + Freight upto destination + other charges (if, any).

27.0. Conducting Negotiation:

While 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.

28.0. Arbitration:

The procedure for settlement of dispute arising in contract formed between Railway Administration and the successful bidder (i. e Supplier/Contractor) out of the tender governed by conditions of this bid document, though Arbitration and/or Conciliation will be applicable as per latest IRS condition of contract: 2900. Therefore in supply tenders and its contracts of CLW, Arbitrator(s) shall be appointed by the General Manager, CLW – Chittaranjan (WB) in contracts entered into by PCMM/CLW – Chittaranjan (WB) or by his authorized officers as per provisions mentioned in the above referred letter.

All notices to be given/taken on behalf of the President of India and all other actions to be taken on his behalf, will be given or taken by the : Deputy Chief Materials Manager/Senior Materials Manager/Assistant Materials Manager of Purchaser (CLW). Arbitration in Stores contracts will be as per guidelines issued by Railway Board letter No. 2018/TF/Civil/Arbitration Policy dtd. 12.12.18 (copy enclosed as Annexure-IX).

29.0. 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.

30.0. IRS Conditions: Indian Railways Standard (IRS) Terms & Conditions will be applicable for this tender.

31.0 Restrictions under Rule 144(xi) of GFR -2017:

(A) Registration clause for bidders from country which shares a land border with India:

i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

ii) 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a) An entity incorporated, established or registered in such a country; or
- b) Subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

iv) **The beneficial owner for the purpose of (iii) above will be as under:**

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. 'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- 4. Where no natural person is identified under '1' or '2' or '3' above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

vi) The successful bidder shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(B) (i) All the bidders shall submit the following certificate regarding their compliance with this Order as below. 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.

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 shall be attached].

ii) If the bidder fails to give such declaration as given in para 31.0(B), ‘(i)’ along with the tender than it will be presumed that the contents of above declaration have been read and unconditionally agreed and accepted by the tenderer. If the tenderer are not agreeable to this declaration they have to categorically mention about the disagreement in Techno Commercial Deviation.

XXXXXX

SECTION - III

ANNEXURE – I

No Claim Certificate for claiming refund of Security Deposit

PO/ Contract No. Date

.....

For supply of(Brief
description of material) Quantity

The above contract has been completed and I/We have no claim on Chittaranjan Locomotive Works in respect of the said contract. The security deposit amount of Rs (Rupees.....

.....) lodged by us with Chittaranjan Locomotive Works, Chittaranjan -713331 may therefore please be refunded to me/us.

Place:

Date:

Signature and full address of the Contractor

ANNEXURE –II**Form - 1**

Format for Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product to be provided on Rs.100/- Stamp paper.

Date:_____

I, _____ S/o., D/o., W/o_____,
Resident of_____do hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No. 8(78)/2010-IPHW, dt: 10.02.2012.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring authority or any authority so nominated by the Department of Electronics and Information Technology, Government of India for the purpose of assessing the domestic value-addition.

That the domestic value addition for all inputs which constitute the said electronic product has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms, based on the assessment of an authority so nominated by the Department of Electronics and Information Technology, Govt. of India for the purpose of assessing the domestic value addition. I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No., wherein preference to domestically manufactured electronic products in Government procurement is provided and the procuring authority is hereby authorize to forfeit and adjust my EMD and other security amount towards such assessment cost and I undertake to pay the balance, if any, forthwith.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authorities. Further I am submitting the following details -

- i. Name and details of the Domestic Manufacturer (Registered office, Manufacturing unit, location, nature of legal identity).

- ii. Date on which this certificate is issued.
- iii. Electronic Product for which the certificate is produced.
- iv. Procuring agency to whom the certificate is furnished.
- v. Percentage of domestic value addition claimed
- vi. Name and contact details of the unit of the manufacturer.
- vii. Sale Price of the product.
- viii. Ex-Factory Price of the product.
- ix. Freight, Insurance and handling.
- x. Total Bill of Material
- xi. List and total cost value of inputs used for manufacture of the electronic product
- xii. List and total cost of inputs which are domestically sourced. Please attach certificates from suppliers, if the input is not in-house
- xiii. List of cost of inputs which are imported, directly or indirectly.

For and on behalf of _____ (Name of firm/entity) Authorized signatory
(To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

ANNEXURE III**FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION REGARDING DOMESTIC VALUE ADDITION
IN IRON & STEEL PRODUCTS TO BE PROVIDED ON RS. 100/- STAMP PAPER**

I, _____ S/o, D/o, W/o _____ resident of
_____ hereby solemnly affirm and declare asunder:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: _____.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (s) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. _____ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency(s) is hereby authorized to forfeit my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer(s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced
- xi. Please attach value addition certificates from suppliers, if the input is not in-house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

For and on behalf of _____ (Name of firm/entity) Authorized signatory (To be authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

ANNEXURE-IV**MODEL FORM OF BANK GUARANTEE BOND****GUARANTEE BOND FOR (Mention purpose of BG)**

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of Letter of Acceptance/ Agreement No.-----dated _____ made between -----and -----for ----- (hereinafter called "the said Letter of Acceptance/ Agreement"), of security deposit for due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Letter of Acceptance/ Agreement on production of a bank Guarantee for Rs------(Rupees _____ only)

1. We ----- (*Indicate the name of the bank*)----- (hereinafter referred to as "The Bank") at the request of _____ contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Letter of Acceptance/ Agreement.
 2. We _____ (*Indicate the name of the bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Letter of Acceptance/ Agreement or by reason of the Contractor(s) failure to perform the said Letter of Acceptance/ Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.-----
-----.
 3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
- The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.
4. We _____ (*Indicate the name of the bank*) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Letter of Acceptance/ Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Letter of Acceptance/ Agreement have been fully paid and its claims satisfied or discharged or till _____ (Office/Department) Ministry of ----- certifies that the terms and conditions of the said Letter of Acceptance/ Agreement has been fully and properly carried out by the said Contractor(s) and accordingly

discharges the Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all liability under this Guarantee thereafter.

5. We (Indicate the name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Letter of Acceptance/ Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Letter of Acceptance/ Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).

7. We (Indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----20---

For (Indicate the name of Bank)

ANNEXURE-V**Instructions for tenderers on LC mode of Payments**

Scheme of Letter of Credit for Domestic Supplies (including all service and maintenance contracts) tenders, having estimated value of Rs 10 lakhs and above:

- a. All Tenders invited by Zonal Railways and Production Units, having estimated value of Rs 10 lakhs and above, shall have an option for the supplier/contractor to take payment from Railways through a letter of credit (LC) arrangement.
- b. The LC will be a sight.
- c. The option for taking payment due against the said tender, through LC arrangement shall be an integral part of the bidder's offer.
- d. Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.
- e. The incidental cost @ 0.15% of LC value, towards issue of LC and operation thereof shall be borne by the supplier/contractor and shall be recovered from their bills.
- f. State Bank of India through its branches shall be the Banker for Railways for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of the said contracts.
- g. The schedule of payment liability arising in the contract shall be established by the Railways based on the prescribed delivery schedule/stages of supply.
- h. The acceptable, agreed upon document for payments to be released under the LC so opened, shall be a Document of Authorization.
- i. The supplier/ contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/ contract agreement to issue Document of Authorization to enable supplier/ contractor to claim the authorized amount from their Banker.
- j. Accounts Officer responsible for passing the claim will issue the Document of Authorization.
- k. The supplier/ contractor shall take print out of the Document of Authorization available on IREPS portal and present his claim to his banker (advising bank) for necessary payments as per LC terms and condition. The claim shall comprise LC Document of Authorization, Bill of Exchange and Invoice.
- l. The bank shall also recover any amount as may be advised by railway against the contractor/ supplier.
- m. The contractor /vendor shall indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the contractor /vendor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by contractor/vendor.

Annexure – VI

Format for Performance statement of bidder

[illegible]

NB: CA's certificate without UDIN will not be considered.

Annexure-VIII

Format for Self Declaration by firm for Revision of GST

Firm Name:

Address:

Purchase Order No. and Date:

I/We have availed additional input credit of Rs..... in respect of the inputs used for the manufacture of final product since the date of notification no 8/2021 of Ministry of Finance dated 30.09.2021 and the same is passed on as reduction in the basic price/ has been considered while offering the rate.

I/We will pass on such additional credits, duties and set offs as may become available in future in respect of all the inputs used for the manufacture of the final product on the date of their supply by way of reduction in price and advise the purchaser accordingly.

Firm's authorized signatory

Seal : -

Date:-

Annexure-IX

2900: SETTLEMENT OF DISPUTES

2901. Conciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of contract or after its completion and whether before or after the determination of the contract, shall be referred by any of the parties to the concerned 'Chief Materials Manager (CMM)' or 'Divisional Railway Manager' or 'Executive Director' through 'Notice of Dispute'. CMM or Divisional Railway Manager or Executive Director shall, within 30 days after receipt of 'Notice of Dispute', notify the name of sole conciliator to the parties.

The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.

If the parties reach agreement on settlement of the dispute, they shall draw up a written settlement agreement duly signed by parties and conciliator when the parties sign the settlement agreement, it shall be final and binding on the parties.

The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of dispute that is the subject matter of the conciliation proceedings.

The conciliation proceedings shall be terminated:

1. By the signing of the settlement agreement, on the date of agreement; or
2. By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or
3. By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration;

2902 Matters Finally Determined by the Railway: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the current of the contract or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the General Manager (for the purpose of para 2900 the term General Manager shall imply Additional General Managers of Zonal Railways. General Manager for Production Unit, Director General (Railway Stores), Member of the Railway Board. Head of the Organization in case of contracts entered into by other organizations under the Ministry of Railways) and the General Manager shall, within 120 days after receipt of the representation, make and notify decisions on all matters referred to by the Contract in writing. Provided that matters for which provision has been made in any Clause of the Special or General Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause. **Provided further that where Railways has raised the dispute, para 2902 shall not apply.**

2903 : Demand for Arbitration:

2903(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the Railway fails to make the decision within 120 days (as referred in 2902), then and in any such case, but except in any of the "excepted matters" referred to in Clause 2902 of these conditions, parties to the contract, after 120 days but within 180 days of their

presenting their final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration. Provided that where the claim is raised by Railways para 2903(i) shall not apply.

2903(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.

2903(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation Act 196 (as amended), if they agree for such waiver in writing, after dispute having arisen between them.

2903(iii)(a): The arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by Railway.

2903(iii)(b): The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of Arbitral Tribunal.

2903(iii)(c): Respondent shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Arbitral Tribunal.

2903(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

2903(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

2904: Obligation During Pendency of Arbitration: Supplied under the contract shall, unless otherwise directed by the Purchase Officer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not supplies should continue during arbitration proceedings.

2905 : Appointment of Arbitrator:

2905(a) : Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

(i) : In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Core only), the Arbitral Tribunal shall consist of Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

(ii): In cases where the total value of all claims in question added together exceeds Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (40 Names of Gazetted Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the

General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicting the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department may be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 2905(a)(i) and clause 2905(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

2905(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together **does not exceed Rs. 50,00,000/- (Rupees Fifty Lakh only)**, the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator.

(ii) In cases where the total value of all claims in question added together exceeds Rs. 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Railway Officers, retired not below the rank of Senior Administrative Grade Officer, For this purpose, the Railway will sent a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrators duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for a arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

2905(c)(i) : If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, the General Manager shall proceed for appointment of arbitral tribunal within 30 days of the expiry of such time provided to contractor.

2905(c)(ii) : In one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his

functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

2905(c)(ii)(a) Fast Tract procedure: Parties to the arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast tract procedure specified in Section 29B of the Arbitration & Conciliation Act, 1996, as amended.

2905(c)(ii)(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. Copy of the proceedings duly signed by all the members of the triba should be provided to both the parties.

2905(c)(iii): (i) Qualification of Arbitrators (s):

- (a) Serving Gazetted Railway Officers of not below JA Grade level.
- (b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.
- (c) Age of arbitration at the time of appointment shall be below 70 years.
- (ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.
- (iii) While appointing arbitrators(s) under Sub- Clause 2905(a)(i), 2905(a)(ii), 2905(b)(i) & 2905(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views or all or any of the matters under dispute or differences. A certification to this effect as per annexure shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

2905(d)(i): The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

2905(d)(ii): A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to Tribunal within 60 days of receipt of the award.

2905(d)(iii): A party may apply to Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

2906: In case of the Tribunal, comprising of three members, any ruling on award shall be made by a majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.

2907: Where the arbitral award is for the payment of money, no interest shall be payable on whole or any

part of the money for any period till the date on which the award is made.

2908(a): The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include fee of the arbitrator(s), as per rates fixed by Railway Board from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the Railway Administration or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.

2908(b): Sole arbitrator shall be entitled for 25% extra fee over the fee prescribed by Railway Board from time to time.

2909: The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to make a reference to Micro and Small Enterprises Facilitation Council, if the dispute is in regard to any amount due under Section 17 of the MSMED Act, 2006. In case a Micro or Small Enterprise, being a party to dispute, make a reference under the provisions in MSMED Act 2006, the provisions of the MSMED Act 2006, shall prevail over conciliation and arbitration agreement as contained in the contract.

2910: Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under and relevant parts of IRS Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.

Annexure

Certification by Persons under consideration to be nominated as Arbitrator

1. Name
2. Contact Details:
3. I hereby certify that I have retired from Railways w.e.f. _____ in _____ grade

Or

I hereby certify that I am serving Railway Officer and am presently posted as _____ in _____ grade.

4. I have no any past or present relationship in relation to the subject matter in dispute whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

5. have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence of impartiality in terms of the Arbitration and Conciliation Act, 1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996. The details of such relationship or interest are as under:

6. There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or:

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

Annexure-X

Terms and Conditions for FOB Contracts**1. INSURANCE:**

Necessary insurance will be arranged by the Office Of the Principal Chief Material Manager, ELAAU/CLW/Dankuni, P.O: - Dankuni, Dist: - Hooghly, Pin: - 712331, West Bengal, India (Shipping Section) for the consignment through M/s. The New India Assurance Co. Pvt. Ltd., E-9, 2nd floor Connaught House, Connaught Circus, New Delhi-110001.

2. SHIPPING CLAUSE:

a) The shipment of materials will be arranged by the Shipping Co-ordination Officer, Ministry of Transport, Department of Surface Transport (Chartering Wing), Govt. of India, New Delhi (Cable – TRANSHART/NEW DELHI, TELEX – VAHANND3 12) through M/s .The New India Assurance Co.Pvt.Ltd.E-9, 2nd Floor, Connaught House. Connaught Circus, New Delhi – 110001.

b) Adequate notice about the readiness of the materials to be given from time to time for finalizing the Shipping Space. The bill of lading should be cleared and drawn so as to show the Govt. of India as SHIPPER and the ‘PORT CONSIGNEE’ is CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata – 700 001, India or the ultimate consignee as mentioned in tender schedule.

c) The Bill of Lading should be drawn so as to indicate Govt. of India as ‘SHIPPER’. Moreover, the name of the ultimate government consignee should be shown in the body of the bill of lading as follows: Sr. Material Manager (3-Phase Loco), Chittaranjan Locomotive Works, Ministry of Railways, P. O. Chittaranjan, Dist. Burdwan, West Bengal, India for & on behalf of the President of India.

d) While furnishing Invoice of the Cargoes, the firm must furnish case-wise packing list as below:

- i. Overall size of the case.
- ii. Net and Gross weight of the case.
- iii. Quantity of materials packed in the case.
- iv. Total value of the materials packed in the case.

e) This is necessary to identify the Cargo as Govt. Cargoes for the purpose of claiming freight rebate admissible in respect of such Cargoes. The non negotiable two copies of Bill of Lading indicating the gross freight amount to be forwarded immediately after shipment of stores to the following Officers.
*Office Of the Principal Chief Materials Manager, Chittaranjan Locomotive Works, P.O: - Chittaranjan, Dist. Burdwan, West Bengal, India.

* M/s. The New India Assurance Co. Pvt. Ltd., E-9, 2nd floor Connaught House, Connaught Circus, New Delhi-110001.

f) The non-negotiable two copies of bill of lading indicating the gross freight amount should also be forwarded immediately after shipment of Stores to the following Officers:

- i. Secretary, Shipping Co-ordination Committee, Ministry of Transport, Department of Surface Transport (Chartering Wing), Govt. of India, New Delhi-110001.
- ii. M/s. The New India Assurance Co. Pvt. Ltd., E-9, 2nd floor Connaught House. Connaught Circus, New Delhi-110001

3. SHIPPING MARKS:

Deputy Chief Electrical Engineer/D-I/Chittaranjan Locomotive Works, Ministry of Railways, P.O. Chittaranjan, Dist. Burdwan. West Bengal, India.

4. PORT CONSIGNEE:

a) For Sea-Borne Consignments:

Port-Consignee will be CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata- 700001, West Bengal/India.

b) It is to be ensured that Port Consignee receives timely negotiable copies of Bill of Lading/signed invoice (original copy), maker's TC packing list, Inspection Certificate and Country of Origin Certificate for clearing the goods, failing which any loss or damages during transit as also demurrage charge, if any, will be on bidder's account.

5. SHIPPING DOCUMENTS & DOCUMENTS OF DELIVERY:

a) The following Documents required for clearance at Kolkata Port should be sent to the CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata – 700 001, India being the port consignee after shipment by next registered Air Mail.

- i. Non-Negotiable copies of Bill of Lading.
- ii. Copy of bill of lading showing ocean freight charges – 5 copies.
- iii. Signed Invoice showing value & name of the type of commission/discount, if allowed, so that correct value for purpose of levying customs duty can be assessed- 5 copies.
- iv. Country of Origin Certificate.
- v. Inspection Certificate of the Authority
- vi. Packing List- 3 copies.
- vii. Copy of advice to M/s The New India Assurance Co. Pvt. Ltd., E-9, 2nd floor Connaught House, Connaught Circus, New Delhi-110001.
- viii. Shipping Co-ordination Committee, Ministry of Transport, Department of Surface Transport (Chartering Wing), Govt. of India, New Delhi, in accordance with Clause: 1 & 2(d) respectively.
- ix. Maker's Test -cum-Inspection Certificate.

6. ULTIMATE CONSIGNEE:

Senior Material Manager (3-Phase Loco), Chittaranjan Locomotive works, Ministry of Railways, P. O. Chittaranjan, Dist. Burdwan, West Bengal, India, for and on behalf of the President of India or as mentioned in tender schedule.

7. ADVICE OF SHIP CLOSING PARTICULARS TO THE INSURANCE COMPANY:

a) As item of Stores are covered by an open cover Insurance by the purchaser through M/s. The New India Assurance Co. Pvt. Ltd., E-9, 2nd floor Connaught House. Connaught Circus, New Delhi-110001 it is the responsibility of suppliers to ensure necessary ship closing particulars giving details of:

- i. Description of materials in transit.
- ii. Contract reference.

- iii. Terms of Insurance- all risks against Marine Open Cover No. _____ (as applicable at relevant time) from part of Shipment to Chittaranjan Locomotive Works, Ministry of Railways, P.O. Chittaranjan, Dist. Burdwan, West Bengal, India.
 - iv. Invoice value of the consignment.
 - v. No. of packages and size, weight.
 - vi. Vessels name, Bill of lading No. and date and Port of Shipment
 - vii. Actual freight is furnished to the insurance Co. under advice to the port consignee.
- b) To ensure that the above closing particulars are furnished within the time stipulated as under:
- i. In case of consignment valuing over Rs.10 lakh, Cable/Telex should send to the above intimation to the Insurance Co. and other within 48 Hours from the date of shipment.
 - ii. In case of consignment valuing under Rs.10 lakh, the above intimation should be sent to the Insurance Co. and other by Fax within 48 Hours from the date of shipment.
 - iii. The above formalities should be adhered to strictly to make the Insurance effective, failing which the suppliers will be liable/responsible for any rejection of the claim by the Insurance Company due to loss/damage/pilferage of the consignment during the transit from the Port of shipment to the ultimate destination.

Annexure-XI**Terms and Conditions for CIF Contracts****1) INSURANCE:**

Necessary insurance will be arranged by the supplier and Insurance certificate against buyer's risk of loss/damage during the carriage and copy to be sent to PCMM, Chittaranjan Locomotive Works, ELAAU/CLW/Dankuni, P.O.-Dankuni, Dist: Hooghly, Pin - 712331. West Bengal, India (Shipping Section) fix the above consignment.

2) SHIPPING CLAUSE:

a) The shipment of material will be arranged by the supplier and they must pay the costs and freight necessary to bring the goods to the named port of destination. The Bill of Lading should be cleared showing the 'PORT CONSIGNEE' as CMM/BI/Eastern Railway, 3, Koilaghat Street, Kolkata-700 001, India.

b) The name of the ultimate Government Consignee should be shown in the body of the Bill of Lading as follows:

Senior Material Manager (3-Phase Loco), Chittaranjan Locomotive Works, Ministry of Railways, P.O. Chittaranjan, Dist. Burdwan, West Bengal, India or as mentioned in the tender schedule.

c) While furnishing Bill of Lading, the firm must furnish case-wise packing list as below:

- (i) Overall size of the case.
- (ii) Net and Gross weight of the case.
- (iii) Quantity of materials packed in the case.
- (iv) Total value of the materials packed in the case.

d) Two copies of Bill of Lading indicating the gross freight amount should also be forwarded immediately after shipment of stores to the following officers: Office of the PCMM, Chittaranjan Locomotive Works, ELAAU/CLW/Dankuni. P.O: -Dankuni, Dist: - Hooghly. Pin: - 712331, West Bengal,

e) Following endorsement should be made on all the covering documents of Shipment to avoid levy of higher customs duty by the appraiser in case where he is not satisfied that the stores cannot be used for any other purpose other than 3-Phase Electric Locos.

"Items mentioned herein are required for use in 3-Phase Electric Locos exclusively and not for any other purpose."

3) SHIPPING MARKS:

Deputy Chief Electrical Engineer/DI/Chittaranjan Locomotive Works, Ministry of Railways, P. O. Chittaranjan, Dist. Burdwan, West Bengal, India.

4) PORT CONSIGNEE:

Port Consignee will be CMM/BI/Eastern Railway/Kolkata. It is to be ensured that Port Consignee

receives timely negotiable copies of Bill of Lading/signed invoice (original copy), maker's TC packing list, Inspection Certificate and Country of Origin 'Certificate for clearing the goods, failing which any loss or damages during transit as also demurrage charge, if any, will be on seller's account.

5) SHIPPING DOCUMENTS & DOCUMENTS OF DELIVERY:

The following Documents required for clearance at Kolkata Sea Port should be sent to the port consignee immediately after Shipment by next registered Air Mail:

- (i) Non-Negotiable copies of Bill of Lading.
- (ii) Copy of Bill of Lading showing freight charges- 5 copies.
- (iii) Signed Invoice showing value & name of the type of commission/discount, if allowed, so that correct value for purpose of levying customs duty can be assessed- 5 copies.
- (iv) Country of Origin Certificate.
- (v) Maker's Test-cum-Warranty Certificate/Inspection Certificate.
- (vi) Packing List- 3 copies.
- (vii) Insurance certificate procure against buyer's risk of loss/damage /luring the carriage.
- (viii) ULTIMATE CONSIGNEE: Senior Material Manager (3-Phase Loco), Chittaranjan Locomotive works, Ministry of Railways, P.O. Chittaranjan, Dist. Burdwan, West Bengal, India, for and on behalf of the President of India or as mentioned in tender schedule.

6) ADVICE OF SHIP CLOSING PARTICULARS TO THE INSURANCE COMPANY:

(i) As item of Stores are covered by an open cover Insurance by the seller, it is the responsibility on the part of suppliers to ensure necessary ship closing particulars giving details of:

- a. Description of materials in transit.
- b. Contract reference.
- c. Terms of Insurance- all risks against Marine Open Cover No. 2330/0/0/ OCL/16-98-99 from part of Shipment to Chittaranjan Locomotive Works, Ministry of Railways, P.O. Chittaranjan, Dist. Burdwan, West Bengal, India.
- d. Invoice value of the consignment.
- e. No. of packages and size, weight.
- f. Ship No. Bill of Lading No. and date and Port of Shipment.
- g. Actual freight is furnished to the Chief Material Manager/BI/Eastern Railway/Kolkata-700001.

(ii) To ensure that the above closing particulars are furnished within the time stipulated as under:

- (a) In case of consignment valuing over Rs.10 lakh, Cable/Telex/FAX should send to the above intimation to the Insurance Co. and other within 48 Hours from the date of shipment.
- (b) In case of consignment valuing under Rs.10 lakh, the above intimation should be sent to the Insurance Co. and other by Fax within 48 Hours from the date of shipment.
- (c) The above formalities should be adhered to strictly to make the Insurance effective, failing which the suppliers will be liable/responsible for any rejection of the claim by the Insurance Company due to loss/damage/pilferage of the consignment during the transit from the Port of shipment to the ultimate destination.

Annexure-A**Bid securing Declaration to be signed by Bidders availing exemption from submission of EMD**

“I/We certify that my/our offer is eligible for exemption from submission of bid security/Earnest Money Deposit, in terms of the tender conditions.

In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering. Further, I/we hereby understand and accept that if I/we withdraw or modify my/our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months, from the date I/we are declared suspended disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period”.

Date:

Seal of the firm

Signature of the bidder

XXXXXX