Indian Railway
Banaras Locomotive Works
Varanasi

No. : BLW-S/87 Pt VI

Office of the **PCMM**
Date : 18.03.2026

All Purchase Officers
BLW, Varanasi.

Sub.:- Publishing of BLW Tender Document Rev. Year 2026 Ver-01.

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BLW Tender Document Rev. Year 2026 Ver-01 has been approved by Competent Authority. The same has been uploaded on BLW website as well as IREPS website.

For kind information please.

Sr. EDPM : May please upload on BLW website.
SMM/Engine : To upload on IREPS.

Dy. CMM/Loco
BLW/Varanasi

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INDIAN RAILWAYS

BANARAS LOCOMOTIVE WORKS

VARANASI - 221004

BLW TENDER DOCUMENT

REV. Year – 2026 Ver-01

TELEPHONE: 2270551-55 FAX NO: 0542-2270603

WEBSITE : www.blw.indianrailways.gov.in, www.ireps.gov.in

I.S.O. 9001 : 2008	I.S.O. 14001 : 2004	OHSAS 18001 : 2007

(Revision Date – 18.03.2026)

4749638/2026/O/o DY CMM/G/BLW

Banaras Locomotive Works, Varanasi
Material Management Department

Bid Document Contents

Section	Topic
1	Instructions to Tenderers for E-Tenders
2	General Conditions of Contract
3	Special Conditions of Tender for M&P Items
4	Annexures
4.1	Performa for Equipment and Quality Control
4.2	Model form of Bank Guarantee Bond for submission “Security Deposit”
4.3	Performa for Warranty / Guaranty Bond
4.4	Model Mandate Form for Electronic Clearing Service (Credit Clearing)
4.5	Performa for Work Test Certificate
4.6	Deleted
4.7	Deleted
4.8	Deleted
4.9	Deleted
4.10	Deleted
4.11	Deleted
4.12	Certificate for Classification of Class-I/Class-II/Non-Local Vendor
4.13	Bid Securing Declaration to be signed by bidders availing exemption from submission of EMD
4.14	Bid securing declaration to be signed by bidders
4.15	Certificate regarding compliance to purchase restriction under rule 144(xi) of the General Financial Rule(GFR). (Land Border Certificate)

4749638/2026/O/o DY CMM/G/BLW

4.16	Deleted
4.17	Notice Regarding policy for Rejection & Ground Rent on Rejected Supplies by BLW/Varanasi
4.18	Warranty Letter No- 2022/RS(G)/779/7(3390005) dated 17.10.2022 and its amendments.
4.19	Checklist for passing of supplier/contractor bills
4.20	Bank Mandate Form

4749638/2026/O/o DY CMM/G/BLW

Instructions to Tenderers for E-Tenders

1. Before filling up the tender form, please read the

(A) Instruction to Tenderers for E-Tenders,
(B) General Conditions of Contract
(C) Special Conditions of Contract
(D) IRS Conditions of Contract (As Applicable).
(E) Tendered specification or drawing referred , if any.
(F) Tender schedule ((Interchangeably referred as Notice Inviting Tender (NIT))

These are available on the web page of banaras locomotive works, varanasi as also on the ireps web page www.ireps.gov.in. The contract will be governed by these conditions. Your digital signature on the e-tender form will be indicative that you have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied / mentioned by you in your offer.

1.1. On behalf of the President of India, the Principal Chief Materials Manager, Banaras Locomotive Works Varanasi, (hereinafter referred to as the 'Purchaser' or 'BLW ' or 'Railways') invites electronic tenders for the supply of items as set forth in the "Notice Inviting Tender" and "Item Details" page attached with "Financial Rate Page screen" of each electronic tender. The Contract, placed on successful tenderer(s), shall be governed by (i) the latest version of IRS Conditions of Contract, (ii) Instructions to tenderers for e-tenders (iii) General Conditions of Contract and (iv) Special Conditions of contract; and time to time there as amended.

1.2. It will be presumed that the firms who have submitted the e-bid, have gone through and accepted all the terms and conditions of tender, until and unless firms specify the deviations from those conditions and so indicated specifically under the headings – "Technical Deviation Statement" and "Commercial Deviation Statements".

1.3. E-Tender Document: E-Tender documents consist of:

(A) Instruction to Tenderers for E-Tenders,
(B) General Conditions of Contract
(C) Special Conditions of Contract
(D) IRS Conditions of Contract (As Applicable).
(E) Schedule of Requirement
(F) Notice Inviting Tender
(G) Techno-commercial offer form including attachments (if any)
(H) Financial Offer Form

1.4. Manual offers shall NOT be accepted against E-Tenders. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

1.5. Submission of e-Tenders:

Before proceeding to fill up the e-tender for submission, bidders may please note that non compliance of following important parameters/conditions may lead to **summarily rejection** of their bids. These conditions (from Para 1.6 to Para 1.8) though find mention at appropriate places in the bid documents, are being indicated here itself lest the offer(s) get summarily rejected due to inadequate attention by the bidders to these specific conditions.

1.6. Price Variation Clause (PVC): Please refer Para 1.13 of Instructions to tenders for e-Tender.

1.7. Validity of offers: Unless otherwise specified in NIT, offers should be valid for 60 days for Limited and 90/120 days for Advertised Tenders and 180 days for M&P items & global tenders after the closing date of tender.

1.8. **Option Clause:** Tenders are normally invited with incorporation of option clause as special condition that provides purchaser a right for increasing the quantity up to 30% of the ordered quantity till terminal date of delivery period . Unless non-application of this clause is specifically indicated in the schedule of requirements, **b**idders shall confirm unqualified acceptance of the option clause. **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.

1.9 Filling of E-Tender Form:

1.9.1

Tenders should be duly filled in (on the assigned spaces), duly signed with the digital signature and submitted online. All mandatory fields marked with (*) have to be filled by the tenderers.

1.9.2

Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, deviation statement, checklist & special conditions etc.), financial offer form and attach scanned copies of necessary documents. The tenderers must note that they will be considered fully responsible for scanned copies of documents submitted by them under their digital signature and as per IT Act they will not be allowed to disown any submissions under the said digital signature.

1.9.3

All the mandatory fields of the Techno-commercial offer form and financial offer form (i.e. Rate page) including basic rate, all taxes and duties (including maximum percentage of Taxes and Duties as applicable to the tender), or any other taxes/duties which may become applicable during the currency of the contract, freight up to destination and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the vendor. All-inclusive rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor through a Pop-up window before final submission of offer.

1.9.4 Tenderers should show discount, if any, at the specified place in the rate schedule only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers. Further, conditional discount(s) linked with quantity, payment, Inspection agency, destination, delivery place etc. will not be considered while adjudging the inter-se position of offers received.

Purchaser, however reserves the right to avail any such conditional discount for placement of contract(s) and/or for counter-offering to the successful tenderers where considered warranted.

1.9.5. Railway reserves the right to cancel the tender for full or part tendered quantity without assigning any reason.
However purchaser will have his 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.

1.9.6. Delivery is required to be made at the place as stated in the tender. Any deviation from the same may be considered as commercially unresponsive and the offer may be ignored.

1.9.7. In an Advertised Tender, unless otherwise specifically indicated, Bidders are required to quote delivery asper following delivery schedule.

40% of ordered qty	**within three months from date of PO**
next 30% of ordered qty	Within next three months thereafter.
next 30% of ordered qty	Within next three months thereafter.

Note-: Notwithstanding the delivery period offered by the bidder, purchaser reserves the right to incorporate the delivery period as per the tender condition and successful tenderers are expected to abide by the same.

1.9.8. **Mode of Delivery:** Deliveries are preferably to be made by Road transport.

1.9.9. Manufacturer's name and address and Brand of the stores offered must be stated, if and wherever required as per drawing/ specification. Otherwise offers are liable to be rejected.

1.9.10. **Corrigendum:** Purchaser reserves the right to issue any corrigendum to the tender up to five days prior to the due date of opening of the tender, excluding the date of opening. Tenderers are also advised, in their own interest, to regularly check, till the opening of the tender, the website www.ireps.gov.in to see whether any such corrigendum to the tender has been issued or not and for submitting their e-bids or revising their e-bids. 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

1.9.11. The Tenderers are required to quote their rates in the tendered units (e.g. Nos./Kgs./Sets/Mtrs/Kmtrs etc.) as per the tender schedule.

1.9.12. Instead of waiting for last date of tender opening, Tenderers are advised to submit their offer well in advance. In the event of bidder not being able to submit their offer due to any technical glitch or network congestion or any other reasons whatsoever, Railway administration will not be responsible. No correspondence in this regard shall be entertained.

1.10. Alternate Offer and Revised Offer:

1.10.1. The vendors can submit a revised commercial offer any time before the stipulated date and time of submission of bid and in such a case, the last revised offer submitted shall be considered valid. Tenderers must note that only last Revised offer, which is deemed to supersede all previous offers shall be tabulated.

1.10.2. The tenderers can also submit "Alternate Offer". An Alternate offer Will be considered as per interse ranking irrespective of timing of submission of offer.

1.11. Against the tenders invited through IREPS, no correspondence through Post/Emails shall be entertained as a supplement to the online offer submitted by the tenderers or as a substitute/supplement to the Response against the counter offers issued by the Purchaser and same shall be summarily rejected/ignored. Any response to the counter offer, sent through IREPS portal by the Purchaser, must be sent through same Portal only, unconditionally. Response to counter offers only in form of 'Yes' or 'No' in specified column of IREPS shall be considered and any qualifying remarks that modify the counter offer shall be summarily ignored. In special cases, if any correspondence/documents submission through Post/E-mail is to be allowed, same shall be specified in special tender conditions or through any authorized communication by the Purchase

1.12. Cost of Tender Documents: *DELETED*

1.13. Price Variation Clause:

There may be cases of procurement of stores, wherein the schedule of requirement will indicate the Price Variation formula.

1.13.1. Tenderers are advised to quote as per specific Price Variation (PV) formulae and base date for Raw Material prices 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) 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.**

1.13.2. In case no PVC has been incorporated in the schedule of requirement, bidders must quote on fixed price basis only. **Offers with PVC in such cases will be summarily rejected.**

1.14. Firms are advised to ensure that address furnished by them for getting digital signature from accredited agencies are same as that furnished to and available with the centralized source/vendor approving authorities such as RDSO/CLW/BLW/ICF etc. They are further advised that while registering themselves in the IREPS website for participation in E-procurement system, the same address as above is filled up, to avoid any vitiation of information and consequent impairment in their credentials.

1.15.1 Purchase Preference and Other Benefits to Micro And Small Enterprises MSE:

1.15.1.1 As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

1.15.1.2 **Deleted**

1.15.1.3 **Deleted**

1.15.1.4 Noncompliance of requirements of para 1.15.1.1, such offers will not be liable for consideration of benefits detailed in para 1.15.1.5 given below.

1.15.1.5 MSEs registered under Udyam Registration are entitled for the following benefits:

i) MSEs registered under Udyam will be exempted from payment of Earnest Money.

ii) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price by the virtue of purchase preference, in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% value out of the net procurement quantity by the virtue of purchase preference .

iii) A minimum of 4% of total procurement, within the 25% 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% earmarked from MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs be met from other MSEs.

iv) A minimum of 3% of total procurement, within the 25% earmarked for MSEs will be procured from women owned MSEs.

v) In case tendered item is non-split able or non divisible in accordance with para (ii) above, Purchaser may award upto the full/complete supply of total tendered value to MSE quoting price within price band L1+15% by the virtue of purchase preference, considering spirit of policy for enhancing the Govt. procurement from MSE.

1.15.1.6 Traders and agents are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs.

1.15.1.7 **Deleted**

1.15.1.8 Deleted

1.15.1.9 In case, the tendered item is restricted for placement of bulk orders on approved sources, then criteria for preferential treatment of MSEs under the Public Procurement Policy of MSE (i.e. for consideration of Purchase Preference in price band of L1+15%), will additionally require that the MSE firms are one of the valid approved sources for the tendered item. For applicability in this clause, L1 price means the lowest price received in the tender, amongst the Approved sources. However, in case Developmental order for part of the NPQ (Net Procurable Quantity) is also being placed on any MSE Developmental vendor, after due consideration of his eligibility and tender conditions, then compliance with the provision of PPP-MSE order, 2012 will be achieved, if the quantity ordered on MSE units (inclusive of both developmental vendors and approved vendors) reaches 25% of NPQ. (Authority: Railway Board's letter no 2022/RS(G)363/1 dated 24.09.2025 addressed to PCMM/BLW).

1.15.1.10 **Deleted**

1.15.2 Preference to Domestically Manufactured Electronic Products (DMEPs) :

In furtherance to the Public Procurement (Preference to Make in India), order 2017 and in supersession of the policy for providing preference to domestically manufactured electronic Products, preference will be provided to domestically manufactured electronic products as per the aforesaid order as per the notification of Ministry of Electronics and Information Technology and the list of electronic products are notified vide office memorandum no. W-43/4/2019-IPHW-MELTY dated 07.09.20 and any amendments issued from time to time shall be applicable.

1.15.3 Public Procurement Policy for Preference to Make in India:

The Government has issued Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 revised vide letters dated 04.06.20, 16.09.20 & 19.07.24 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:

1.15.3.1 **For the purpose of this Order, the definitions are as under:**

a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed in NIT/Tender Schedule/the special conditions, 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. Local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them.

b) ***'Class-I local supplier'*** means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content of 50%.

c) ***'Class-II local supplier'*** means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content of 20%.

d) ***'Non - Local supplier'*** means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II local supplier.

e) ***'L-1'*** 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.

f) **'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 which is 20% unless specified in NIT/Tender Schedule/the special conditions. However, it will be taken as per the status of the policy reckoned as on the date of tender opening.

g) `***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.

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

i) `***Works'*** means all works as per Rule 130 of General Financial Rule- 2017 issued by Ministry of Finance Govt. of India (referred as GFR-2017 in subsequent paras, and will also include *'turnkey works'.*

1.15.3.2 The 'Class-I local supplier/Class-II local supplier' at the time of tender 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 locations(s) at which the local value addition is made.

1.15.3.3 It's to be ensured that 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.

1.15.3.4 The bidder shall give self-certification for local content in the quoted item (Goods/Works/Services) at the time of tendering under the relevant para of commercial compliance in NIT/Tender document. However, at the time of execution of the project, for all contracts above INR 10 crores, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice (or certified by statutory auditor/cost auditor of the company, in case of Companies, as mentioned in above para 1.15.3.3) after issue of the purchase order and before submission of the first bill. The supplier will submit the relevant certificate to BLW's purchase office in the prescribed proforma attached as Annexure 4.12 of BLW's tender document. After verification & confirmation of the local content from the above said certificate, a letter will be issued by the BLW's purchase office, in form of the Modification Advice (MA) to the Purchase Order, duly mentioning the Class of the vendor under MII policy. The above mentioned Modification Advice shall be attached by the contractor/supplier along with the first bill for claiming the payment, in case the contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

1.15.3.5 False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

1.15.3.6 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 8 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.

1.15.3.7 **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-1 local supplier', as defined in para 1.15.3.1 (b), shall be eligible to bid irrespective of purchase value 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. Such items which are reserved for Class-I local suppliers only will be so declared in NIT.

b) Vide Railway Board letter no 2025/RS(G)/779/3 (E3488356) dated 2/05/2025, it is notified that sufficient local capacity and local competition exists for 243 items required for manufacture and maintenance of 3 Phase Electric Locomotive. Tenderers are advised to verify the category of the item before submitting the offer. Only 'Class I local suppliers are eligible to bid for these items irrespective of purchase value. In such cases, 'Class-I local supplier' shall be required to provide a certificate as detailed in para 1.15.3.2 to 1.15.3.4 above along with the offer, failing which their offer shall not be considered as 'class-I local supplier' and the case will be dealt accordingly.

c) Only Class-I local supplier' and Class-II local supplier', as defined in para 1.15.3.1 b), & c) above, 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'

(d) Bidders offering imported products will fall under the category of Non-local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sale service support like AMC/CMC etc. as local value addition.

1.15.3.8 **A. Purchase Preference**

i) Subject to the provisions of this order and to any specific instructions issued by Indian Railways or in pursuance of this order, purchase preference shall be given to 'Class –I local supplier' in all procurements undertaken by procuring entities in the manner specified hereunder:

ii) In procurement of goods which are covered under para 1.15.3.7(ii) 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:

a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a 'class-I local supplier', the contract for full quantity will be awarded to L1.

b. If L1 bid is not a 'Class-I local supplier', participating 'Class-I local suppliers' quoting a price within price band of L1 + Margin of Preference (%) shall be allowed to supply a portion of the requirement by bringing down their price to L1 price and such 'Class-I local suppliers' can be together ordered up to 50% value out of the net procurement quantity. In case some quantity is left uncovered on 'Class-I local suppliers', then such balance quantity will also be ordered on the L1 bidder.

iii) In procurement of goods or works, which are covered under para 1.15.3.7(ii) 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:

(a) 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.

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'class-I local suppliers' 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.

(c) In case 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 suppliers' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

iv) 'Class-II local suppliers' will not get any purchase preference in any procurement undertaken by procuring entity.

1.15.3.8 **B. 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 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 Railways, 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 bidder as per award criteria stipulated in the bid documents. However, in case 'Class I local suppliers' do not qualify for award of contract for atleast 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 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 atleast 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.

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

1.15.3.10 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, BLW, Varanasi. The fee shall be deposited with the office of the Principal Financial Advisor, BLW, Varanasi.

1.15.3.11 Entities of countries which have been identified by Railways as not allowing Indian Companies to participate in their Government procurement for any item related to Railways shall not be allowed to participate in Government procurement in India for all items of Railways, except for notified items permitting their participation.

1.15.3.12 **Exemption of small purchases**- Notwithstanding anything contained in para 1.15.3.7 above, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.

1.16 Drawings and Specifications:

1.16.1 Unless specified otherwise, Drawings and Specifications as mentioned in the tender schedule are available at www.blw.indianrailways.gov.in and can be downloaded from there.

1.16.2 If any tenderer happens to quote with his own Drawing No / Part No/ Specification, then, he shall have to necessarily submit all the requisite documents and information in support of his offer being in conformity with the tendered Drawing / Specification. Furthermore, such drawings / specifications / catalogue are also to be uploaded, failing which the offer will be liable to be rejected. Tenderers should further note that in the event of their quoting as per their own drawing and/or specification, they should necessarily indicate the deviations in their drawing vis-a-vis tendered drawing in the form of **"technical deviation"** failing which the offer will be deemed as incomplete and will be dealt on its merits.

1.16.3 All parameters/Clauses of specification should either be complied with or commented upon**. Deviation(s) in respect of those parameters/clauses, which are part of the technical specification, would be treated as technical deviation (s). Bidders are advised to bring those deviation(s) clearly in the technical deviation statement. In case, these deviations are not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respects. Any ambiguity shall be to the disadvantage of the bidder.**

1.17 Documents to be attached / uploaded along with e-Bid:

Scanned/soft copies of the following documents should be uploaded along with the e-Bid:

1.17.1 Performance statement against Railways' orders for supply of same or similar items in the prescribed proforma. Supporting documents in support of supply of material such as Supply/purchase orders, inspection certificates, Receipt Notes/Receipt Order etc. to substantiate their past performance are required to be uploaded.

1.17.2 Tenderers own drawing/specification, if applicable.

1.17.3 Details of Machinery and Plant, other equipments, testing facilities, quality management / control systems and details of technical manpower available.

1.17.4 Letter of approval from RDSO / Railways indicating current validity and approval of their QAP by RDSO, wherever applicable.

1.17.5 Tenderers should also indicate their registration number with the concerned railway with monetary limit, trade groups for which registered, and validity date of registration,

1.17.6 **Deleted**

1.17.7 Any other relevant document as required viz. Clause wise compliance of technical specifications, Value addition statement by DMEPs etc.

1.17.8 Documents which do not find mention in the "List of attachments" in the offer form may not be necessarily taken cognizance.

1.18 Check Sheet for Vendors:

Vendors are advised to complete the "Check Sheet" as it appears as Part-'G' in Techno-Commercial offer form of IREPS.

1.19 Bid Submission:

1.19.1 E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS web site. Digital signature used must be "Class IIIB with Company Name" obtained from an Authority approved by the Controller of Certifying Agency, Ministry of Information Technology, Government of India.

1.19.2 Tenderers must look out for NIT as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Banaras Locomotive Works, Varanasi shall not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.

1.19.3 Only bids received in the Electronic form through www.ireps.gov.in will be considered.

1.19.4 The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence there is no scope of any Late / Delayed offers in the online bidding process.

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

(a) Submission of Technical Bid & Initial Price Offer for tenders involving e-Reverse Auction (e-RA): Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.

(b) Financial bids in single currency/parameter only shall be allowed.

(c) 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'.

(d) Offers not complying with essential technical & commercial requirements of the tender shall be declared as 'Ineligible for award of contract'.

(e) 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.

1.20 Tender Opening:

1.20.1 Electronic tender boxes will be opened only after stipulated date and time of the tender as shown on the IREPS Website.

1.20.2 After opening of the tender The icon will turn .

1.20.3 All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement, after tender is opened, using internet access by visiting the web site www.ireps.gov.in instantly by clicking on the icon.

1.20.4 Railway does not guarantee opening of the tenders at specified date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. Vendors, however, cannot submit/modify any offer or attach any file to it after the closing date and time for submission of bid as

stipulated in the tender notice as System does not permit the same after closure of the virtual tender box regardless of the fact whether tender has been opened or not.

1.21 Earnest Money Deposit (EMD):

1.21.1 All the tenderers are required to pay EMD online against Advertised e-tender unless falling in exempted category. The exemption from submission of EMD for any tender or by any tenderer are as under subject to provision under

(a)	MSEs registered under udyam registration as per MSE policy
(b)	Other Railways and Government Departments in terms of Railway Board's letter No.2004/RS(G)/779/11 dated 24.07.2007
(c)	Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS(G)/363/1 dated 08.04.1993
(d)	PSUs owned by Ministry of Railway and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter NO. 2003/RS(G)/779/5 dated 10.09.2004
(e)	Vendors registered with Railways for the trade group of the item tendered.
(f)	Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
(g)	Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
(h)	In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

1.21.1.1 Tenderers seeking exemption from payment of EMD must upload the requisite documentary evidence in support of their claim for exemption from payment of EMD along with the offer. All vendors exempted from submitting EMD, as per para 1.21.1 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as per Annexure 4.13. In case the firm's claim for exemption from submission of Earnest Money Deposit is not found valid as per terms of the tender, Railways has unquestionable right to summarily reject their offer and their offer shall not be considered for ordering. In case the firm withdraw or modify their offers during the period of validity, or fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.

1.21.1.2 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.

1.21.1.3 This para shall not be applicable for Govt. Departments/Ordinance factories/other Railways/Railway PSUs/KVIC/ACASH and matter shall be taken up with them departmentally/administratively.

1.21.1.4 Tenderers other than those who are eligible for exemption from paying Earnest Money as detailed in Para 1.21.1.1, shall be required to pay Earnest Money Deposit on or before tender opening date, failing which their offers shall be summarily rejected.

1.21.1.5 Authorized agent quoting on behalf of manufacturer/OEM shall not avail exemption as per para 1.21.1 above.

1.21.2 The amount of EMD shall be as under :

Estimated value of tender	EMD (rounded off to nearest higher Rs.10 (ten)
Upto Rs.25 Lakh	@2% of the estimated value of the tender.
Above Rs.25 Lakh and upto Rs.50 Crore	@2% of the estimated value of the tender subject to maximum of Rs.20 Lakhs
Above Rs.50 Crore	Rs.50 Lakhs

1.21.3 EMD should be submitted online only through the payment gateway as available on IREPS website.

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

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

a) After finalisation 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 finalisation of the tender successful bidder submits required SD.

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

1.21.5.2 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.

1.21.6 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 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.

1.22 Security Deposit:

1.22.1 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 upto Rs. 25 (twenty five) lakh.

ii) Other Railways, Indian Ordinance 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 favour PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.

v) Vendors registered with the office of Principal Chief Materials Manager, BLW 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, 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.

Note:

1. 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.

2. For the sake of clarity, firms having PO value less the 25 lakhs but defaulting on contractual provisions, deduction @5% of PO value/lot value, as the case may be would be recovered.

1.22.1.1 In case, vendors exempted from submitting EMD, withdraw or modify their offers during the period of validity, or fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period. There shall be no exemption to such bidders from submitting SD for all tenders published during the period of time they are so disqualified as per the declaration signed by them.

1.22.1.2 In case of vendors exempted from submitting EMD in exceptional cases, Para 1.22.1.1 shall not be applicable for Govt. Departments/Ordinance factories/other Railways/Railway PSUs/KVIC/ ACASH and matter shall be taken up with them departmentally/administratively.

1.22.1.3 Irrespective of the supplier being eligible for exemption from payment of security deposit as per 1.22.1 above, purchaser reserves the right to seek security deposit from suppliers based on the past performance or prior experience or any other reason, if felt necessary.

1.22.2 In exceptional cases exemption from seeking SD shall be decided prior to issue of tender (including Global tenders) and suitably incorporated in the tender conditions.

1.22.2.1 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.

1.22.2.2 The quantity to be supplied against a contract may be either in a single lot or be divided into more than one lot with stipulation of separate delivery period for each lot. In case of failure by the contractor to meet deliveries of any lot, Purchaser may cancel the contract for the defaulted part by forfeiting the whole SD, commensurate to that lot.

1.22.3 The amount of security deposit to be submitted is as under:

Contract value	SD (rounded off to nearest higher Rs.10 (ten)
Above Rs.25 Lakh and up to Rs.50 Crore	@5% of contract value subject to maximum of Rs.50 Lakh
Above Rs.50 Crore	Rs.1 crore

1.22.3.1 Railways are permitted to raise the upper ceiling of SD, up to 5% of the Contract value in high value cases. Note:The same will be mentioned in NIT.

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

(i) By depositing cash with the Chief Cashier, BLW , Varanasi.

(ii) Fixed Deposit Receipts (FDR), Pay Orders, and Demand Drafts, in favour of Principal Financial Advisor/BLW. The FDR must be issued with auto renewal facility.

(iii) Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks as per format at Annexure-4.2.

(iv) 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).

(v) Government Securities and

(vi) A deposit in the Post Office Saving Bank.

1.22.5 Bank Guarantees (BGs) to be submitted by the 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.

1.22.6 Security deposit shall remain valid for a minimum period of 60 days beyond the date of all contractual obligations related to supply of goods, unless otherwise specified in the tender documents.

1.22.7 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.

1.22.8.1 Security Deposit from successful tenderer should be received in the 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:

1.22.8.2 (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)In case of vendors exempted from submitting EMD as per para 1.21.1 and 1.21.4.1 above fail to submit the Security Deposit before the deadline defined in the tender document on being called upon to submit the Security Deposit on award of contract, the firms shall be debarred from exemption of submitting Earnest Money Deposit and Security Deposit for a period of 6 (six) months, from the date they are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period.

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

1.22.9.The Purchaser shall release the Security Deposit, without any interest, to the Contractor upon the completion of all Contractual obligations relating to supply of Goods.and submission of following proforma:

No Claim Certificate

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 BLW in respect of the said contract. The security deposit amount of Rs. ……. (Rupees ……..) lodged by us with BLW, Varanasi 221004 may therefore please be refunded to me/us. we hereby also accept that it does not absolve us from warranty obligations.

Place:
Date: Signature and full address of the Contractor

1.22.10. **(A)** Notwithstanding the above, the Purchaser shall be entitled to call for WarrantySecurity Deposit (in any form of financial instruments as permitted for SecurityDeposit) from the Contractor for due performance of warranty obligations under the Contract. In such an event, where Purchaser calls for Warranty SecurityDeposit, it shall be lawful for the Purchaser not to release/ refund the SecurityDeposit till the obligation of submitting Warranty Security Deposit in acceptable form is completed by the Contractor, or to encash the financial instrument forSecurity Deposit and adjust the amount so received towards Warranty SecurityDeposit. All conditions relating to Security Deposit including non-liability of payment of interest and conditions for forfeiture shall also apply for WarrantySecurity Deposit. Security Deposit shall be released/ refunded on receipt of acceptable Warranty Security Deposit.

(B) 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 fulfilment 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.

1.22.11. No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof. No interest shall be payable upon the Security Deposit or Warranty Security Deposit or amounts payable to the Contractor under the Contract.

1.23. Checklist for bill submission attached in annexure- 4.19.

1.23 (A) Payment through EFT/RTGS:

Payments are made by BLW electronically through NEFT/RTGS.

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 paragraphs.

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.

Requests for making early payment within 30 days, etc., will not be accepted.

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

It shall be obligation on suppliers while claiming payment to ensure the following:

- **(a)** GST % charged for the item billed herein is as per relevant sections of CGST/SGST/IGST Acts and is legally leviable. If, however, it is found later that the GST rate charged is incorrect, we indemnify the BLW, Varanasi, against any loss on this account."

- **(b)** No refund of GST already reimbursed to me/us on the order/contract has been obtained by me/us during the quarter. Any refund/increase of refund of GST obtained on this order/contract will be passed on to the

purchaser."

- **(c)** No additional duty set-offs on the goods supplied have accrued under the GST Act or any future scheme introduced while submitting the present bill.

- **(d)** Any additional Input Tax Credit benefit, if it becomes available to the supplier, shall be passed on to the purchaser without 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. The payable amount may be adjusted to that effect.

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

1.24. Advance Acceptance/Counter offer & delivery Period: The delivery period shall be reckoned from the date of issue of Advance PO/ Letter of Advance Acceptance/ Letter of Acceptance.

Note: In case of any variation in the terms and condition appearing in IRS Conditions of Contract and General Conditions specified in the tender schedule/NIT, the latter will prevail. In case of any variation between the General Conditions and Special Conditions specified in the tender documents, the latter will prevail.

1.25. **Special Condition for e-Reverse Auction:**

(a) In cases the tender is issued through e-RA, there shall not be any negotiation after the e-Reverse Auction process is closed .

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

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 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 the highest bidder(s) in the tabulation of 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 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 items where it is considered essential to also consider the offers for placement of developmental order from vendors categorized as Qualified for Developmental 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 1.25.1 (a) and 1.25.1 (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 1.25.1 (a) and 1.25.1 (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 all 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 1.25.1 (a) and 1.25.1 (b) 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.

After evaluation of the technical bids and selection of bidders as above, date and time for start of e-RA shall be communicated by purchaser to the qualified tenderers.

1.25.2 **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:

This shall be the initial time interval for e-RA. e-RA shall be open for this duration.

ii. Auto extension 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 for start of e-RA shall be communicated by purchaser to qualified tenderers after evaluation of the technical bids.

(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) 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).

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

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

(h) Purchaser can also view the bidding history in chronological order.

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

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

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

1.25.3 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 1.25.1 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.

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

1.26 Purchase restrictions under Rule {144 (xi) of the General Financial Rules (GFRs),2017 circulatedMinistry of Finance Order (Public Procurement No. 4), F.No. 7/10/2021-PPD(1)dated 23/02/2023 circulated vide OM No. F.7/10/2021-PPD dated 23.2.2023

1.26.1 Requirement of Registration of any Bidder from a 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 any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same 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 (or entity) 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) A 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 acountry; 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 controllingownership 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 fifteenpercent 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 ofthe trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any othernatural person exercising ultimate effective control over the trust through a chain of control orownership.

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

VI. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

1.26.2 Model Certificate for Tenders (If not given in NIT)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares aland border with India; I certify that this bidder is not from such a country or, if from such a country, hasbeen registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by theCompetent Authority shall be attached.]"

1.26..3 Model additional certificate by Bidders in the cases of specified TOT (If not given in NIT)

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority "

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer ofTechnology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement. "

1.26.4 Validity of Registration:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptanceof bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement oforder. If the bidder was validly registered at the time of acceptance / placement of order, registration shall notbe a relevant consideration during contract execution.

1.26.5 The tenderers shall submit certificate as per Annexure 4.15, regarding compliance with this order failing which offer will liable to be rejected. In case firm has signed undertaking as stated in Annexure 4.15.

1.26.6 Notwithstanding anything contained above, the above instructions will not apply to bidders from those countries (even if sharing of land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken or given in website of the Ministry of External Affairs.

Section 2

General Conditions Of Contract

2.1 Applicable only for Items which are not covered by GST :

2.1.1 Sales Tax / Value Added Tax (VAT) / CST:

2.1.1.1 The Sales Tax / VAT / CST, with Surcharge thereon, if any, in exact percentage should be shown clearly in the offers as applicable for the Consignees. Tenderer must note that no concessional tax forms like form 'C' or form 'D' shall be issued by BLW. In case an offer is received with purported concessional CST/VAT against the erstwhile Form 'C' or Form 'D', only the quoted percentage of such tax will be considered for payment notwithstanding the fact that no Form 'C' or Form 'D' shall be issued by BLW.

2.1.1.2 The supplier, while submitting their bill for payment, should declare that "It is certified that the Sales Tax / VAT / CST as claimed is legally payable by buyers and has been paid / will be paid by us to the Sales Tax Authorities".

2.1.1.3 While quoting for VAT, tenderer should pass on (by way of reduction in prices) the set off / input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax duly stating the quantum of such credit per unit of the item quoted for. The tenderer while quoting their rates for tenders should give the following declaration: "We agree to pass on such additional set off / input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly".

In all cases, supplier will furnish the following certificate, while claiming payment, to the payment authority:

"We hereby declare that additional set offs/ input tax credits to the tune of Rs…has accrued and accordingly, the same is being passed on to the purchaser, and, to that effect, the payable amount may be adjusted."

However, submission of the digitally signed tender document without specifying deviation with regard to above shall be deemed as submission of aforesaid declaration.

2.1.1.4 Any statutory variation in Sales Tax / VAT / CST variation in future is liable to be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.

2.1.1.5 Where the firm quotes all-inclusive price without mentioning any taxes at present or in future, and, have also not quoted with Statutory Variation Clause, the firm shall have to bear the future variations, in all such cases. In case of Sales Tax being inclusive, exact rate of tax is to be indicated, failing which Sales Tax will be calculated as per rule.

2.1.2 Excise Duty:

2.1.2.1 If Excise Duty (ED) is being charged extra, then the tenderer should clearly indicate the maximum applicable rate of ED **along with the Tariff item number (i.e. classification) of central excise tariff** applicable in their offer **and the evaluation will be based on that only**.

2.1.2.2 Any statutory variation in ED **(in the quoted classification)** will be admissible within original Delivery Period only subject to documentary evidence and Govt. notifications, subject further to indication of the same in firm's offer and contract.

2.1.2.3 However ED will be reimbursed at actual only **subject to maximum rate as quoted by the tenderer and incorporated in the Purchase order except SVC within original DP under same tariff head**. In no case, the variation in ED due to increase in turnover and misclassification during the currency of contract will be admissible. ED will be reimbursed subject to documentary evidence and Government Notifications only..

2.1.2.4 Payment of Excise Duty / MODVAT Rules:

2.1.2.4.1 When ED is quoted "Extra" the reimbursement of the same shall be made only against documentary evidence of actual payment of ED by the firm on the basis of Gate Pass. However if the ED is quoted as "Inclusive", the component of ED has to be shown separately in the Bill duly enclosing the Excise document for its reimbursement.

2.1.2.4.2 The purchaser will not be liable to reimburse taxes and duties paid by the supplier under misapprehensions of law or misclassification. **In no case, reduction of basic price to accommodate higher rate of ED payable at the time of clearance of goods will be allowed and any extra amount of ED, if leviable at the time of clearance of goods, will be borne by the supplier**.

2.1.2.4.3 The claim for ED on each bill should be supported by the following certificates.

(a) The rate of ED is ad-valorem. The ED at present legally leviable in this case is Rs ……i.e. % of Rs. being the unit value of the Stores assessed by the concerned authority of the Excise department.

(b) Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made there under.

(c) Certified that the amount of Rs __ claimed as ED in this bill is in accordance with the Provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

2.1.2.4.4 **MODVAT Certificate:**

The tenderer will have to submit the following certificate in their offer: -

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-often 'Central excise and countervailing duties' available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly."

However, submission of the digitally signed tender document without specifying deviation with regard to above, shall be deemed as submission of aforesaid declaration.

2.2 Applicable only for Items which are covered by GST :

2.2.1 Rate, taxes, freight, un-conditional discount etc having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers for e-tenders). Financial offer made by them on "Rate Page" of electronic bid is final and cannot be revised, qualified or supplemented by any qualifying remarks elsewhere in their bid. Such remarks will be summarily ignored.

2.2.2 Each vender must fill and submit the Financial Offer from i.e. Rate form, as available with E-tender ,encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

2.2.3 Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, GST applicable with HSN code and Freight charges up to destination, in the respective field of the Financial Offer from for each unit tendered Therefore, if the tenderer happens to quote a composite rate, due break-up is to be given Showing freight and forwarding charges separately in the field of the Financial Offer Form.

2.2.4 Tenderers are required to quote in the same rate unit (i.e. Number, set etc) as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

2.2.5 DENIAL CLAUSE: Supplier will not be entitled to any benefit of upward statutory variations in GST rates Announced after expiry of the original Delivery Period as per purchase order & in Case of reduction in GST rates if any, benefit will be passed on to Railways at any stage Of the contract.

2.2.6 Goods and Services Tax:

(i) Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017(CGST)/Integrated Goods and Services Tax Act,2017(IGST)/Union Territory Goods and Services Tax Act, 2017 (UTGST)/respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from Time to time and applicable taxes before bidding. Tenderers will ensure that full benefit Of Input Tax Credit(ITC) likely to be availed by them is duly considered while quoting Rates.

(ii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required Under CGST/IGST/UTGST/SGST Act to Railway at the time of submission of offer/ After conclusion contract, without which no payment shall be released to the tenderer.

(iii) 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 Authority.

2.2.7 Tenderers are requested to refrain from quoting vague terms like "GST as applicable" They will have to clearly quote the current percentage rate of GST extra as applicable With HSN No.

2.2.8 Payment of GST:

(a) GST will be paid on production of documentary proof. All input credits should be Passed on to Railways by the supplier. To this effect, the firm should give declaration that all input credits has been passed on to Railways while submitting the bills as under: "We Further agree to pass on such additional duties and set off as may become available in Future in respect of all the inputs used for the manufacture of the final product, on the Date of the supply by way of reduction in price and advise the purchaser accordingly".

(b) The claim for GST on each bill should be supported by following certificate.

(i) The rate of GST at present legally leviable in this case is____% as assessed by the concerned authority.
(ii) Certified that the GST charged on this bill is not more than that is legally leviable and payable under the provision of the relevant act or rules made there under.

(iii) Certified that the amount of Rs. claimed as GST in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the authorities concerned in respect of the stores covered by the bills.

2.2.9 All the offers shall be evaluated as per tax regime as applicable on the date of tender opening.

2.2.10 Statutory Variation Clause:Unless otherwise stated in the Contract, statutory variation (fresh imposition and/or variation) in applicable GST rate or other taxes and duties mentioned in theContract shall be borne by the Purchaser, for statutory variations occurring afterthe date of submission of the tender, as per the conditions of the Contract,including amendments if any. However, GST rate amendments shall beconsidered for the quoted HSN code only, against documentary evidence,provided such an increase in GST rates is after the

tender submission date andshall not be applicable for any misquotation of the HSN number or GST rate bythe Contractor. The Purchaser is not liable for any claim from the Contractor onaccount offresh imposition and/ or increase (including statutory increase) ofGST,customs duty, or other duties on raw materials and/ or components used directlyin the manufacture ofthe Contracted Goods taking place during the pendency ofthe Contrac! unless such liability is expressly agreed to in terms of the Contract.

2.3 Deleted

2.4 Extension of Delivery Period, Liquidated Damages and Denial Clause:

2.4.1 The contractor is to execute the purchase order in accordance with the terms and conditions of the order within the stipulated Delivery Period. However, in the event of failure to do so, the purchaser, on its sole discretion, may grant extension in delivery period and in such cases the purchaser has the unfettered right to recovered from the contractor, not by the way of penalty, under the provision of clause 0702 (a) of I.R.S Conditions of Contract, Liquidated damages on the store which the contractor has failed to deliver within the period fixed for delivery. In case of such extension, provision under following Para 2.4.2 to 2.4.5 shall apply.

2.4.2 No increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, or on account of Foreign Exchange Variation or on account of any other tax or duty livable 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.

2.4.3 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.

2.4.4 Nevertheless, the purchaser shall be entitled to the benefit to any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange Variation or on account of any other tax or duty or on other ground as stipulated in the price variation clause, which take places after the expiry of the date of delivery period stipulated in the contract.

2.4.5 Recovery of Liquidated Damage (LD) shall be levied @ 1/2% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.

2.5 Cartel Formation:

2.5.1 The Tenderers are expected to quote most competitive prices.

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

2.5.3 Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.

2.5.4 The firms who quote in cartel are warned that their names may be deleted from list of approved sources in addition of referring the matter to The Competition Commission of India (CCI).

2.5.5 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, without any restrictions.

2.6 Deleted

2.6 (A) INSPECTION

2.6(A).1 The inspection will be conducted by the agency nominated by the Purchaser, such as, TPI/ RDSO/ DQA or the representative of the BLW 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.

2.6(A).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.

2.6(A).3 Stores shall be despatched directly from the premises of the manufacturer to the consignee after inspection and acceptance by the nominated inspection agency, if any. Manufacturer's Test and Guarantee Certificate, wherever applicable, will be submitted with each lot of supplies.

2.6(A).4 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.

2.6(A).5 If purchase order is placed directly on an ISI licenced manufacturer for ISI marked product, then the material can be accepted on firm's WTC, without any need of third party inspection provided that the Purchaser agrees for inspection clause as 'Acceptance on firm's WTC.'

2.6(A).6 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.

2.6(A).7 Rejection of pre-inspected item by consignee on receipt:
(i) In case of rejection of pre-inspected goods at consignee end, the material rejection advice/rejection memo will be sent by consignee to all concerned i.e., firm, purchaser, pre-inspecting agency, paying authority as per the contract etc.
(ii) Financial recovery: In case payment has been made to the firm for the material, the concerned paying authority as per contract will be advised to note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.
(iii) If the firm desires to have joint inspection, joint inspection of the rejected material will be held with pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with the joint inspection, the joint inspection will be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend the joint inspection or not, the modality of joint inspection etc. shall be completed within 21 days of communication of rejected advice to the supplier (in line with IRS Conditions of Contract clause 703). 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 (if any) to the firm or equivalent amount has been recovered for this purpose.
(v) In case of replacement supply against the rejected goods, the same will need to be pre-inspected by the 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.

2.6(A).7.1 At the option of the depot officer/end-user, rectification of the material 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, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively. If more time is taken beyond this, applicable ground rent will be levied on the firm.

2.6(A).8 In case of rejection of items, railways reserve 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 BLW 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.

2.6(A).9 Purchase reserves the right to change the inspection agency stipulated in the e-tender document at post contract stage, in case of extreme emergencies/urgencies.

2.6(A).10 Conditions for Prototype Approval for items which require prototype approval at firm's premises:
(i) Before starting the Bulk supply, new firms who have not supplied the tendered item in the past will be required to get their Prototype sample approved by Design Department of BLW as per the tendered drawings/specification/STR/PO.
(ii) Past suppliers of tendered item to CLW/PLW shall be required to submit sample to BLW, for trial/fitment purpose, duly inspected by Inspection agency mentioned in PO before starting the bulk supply.
(iii) Firms will be allowed, time of 60 days for Prototype Approval. Design Department will normally complete Prototype Inspection in 30 days from the date of firm's request.
(iv) Before offering the prototype sample for inspection to Design Department of BLW, firm to ensure the conformity of the sample to the checklist circulated by Design department of BLW. Firm also to ensure that all Jigs and fixtures are in good condition and calibrated.
(v) During the visit of Design inspection team at firm's premises, if it is found that prototype sample is incomplete / not prepared as per the requirement, the same shall be rejected by Design Inspection Team. Firm to offer second

prototype sample duly carrying out the improvements/changes as suggested by Design department. During the second visit of Design inspection team, if it is again found that prototype sample is incomplete / not prepared as per the requirement, the same shall again be rejected by Design Inspection Team.

(vi) Before third time prototype inspection by Design Department inspection team, firm has to deposit charges of ₹2 lakhs (Two Lakhs) towards prototype inspection. On confirmation of the same prototype inspection will be carried out by Design Department.

2.6 (B) SPECIAL CONDITIONS FOR THIRD PARTY INSPECTION (TPI)

1. Attention of Tenderers/Bidders: Tenderers/Bidders are advised to refer to the IRS Conditions of Contract, which are the governing terms. Particular attention is drawn to IRS Conditions 0701, 1301(a), 1301(b), 1301(c), 1302 to 1309, 3400 to 3402.

2. Specific Provisions for Supply of Pre-Inspected Goods through Empanelled TPI Agencies:

2.1 Unless otherwise specified in the tender schedule, goods are to be pre-inspected before dispatch by the Third Party Inspection (TPI) Agency appointed by Railways. The TPI Agency will be indicated in the Purchase Order. Railways reserve the absolute right to appoint or change the TPI Agency through a modification advice against the Purchase Order.

2.2 The Supplier must place an online inspection call on IREPS after the goods are ready for inspection.

2.3 For Purchase Orders requiring Stage Inspection, the Supplier must place online inspection call for each stage after achieving stage readiness and ensure previous stage inspections are completed before calling for subsequent stages.

2.4 The appointed TPI Agency shall examine the online inspection call within 48 hours (excluding national holidays) and may seek additional information if required. The Supplier must provide requested documents within one calendar day (excluding Sundays and national holidays). If information remains incomplete, the call will not be registered and will be rejected through the online system. The inspection call may also be rejected if insufficient time remains for inspection and IC release before the delivery period ends.

2.5 Withdrawal of inspection calls is permitted without cost before registration by the TPI Agency. Once the inspection has been scheduled, withdrawal of inspection call shall not be permitted.

2.6 Inspection fees/charges will be paid directly by Railways to the TPI Agencies.

2.7 Charges/expenses specified in IRS Conditions of Contract (Paras 1304, 1305, 1306, and 1400) will be borne by the Supplier.

2.8 Recovery of Inspection Charges from Suppliers:

2.8.1 In case of rejection of goods during pre-despatch inspection (including stage inspection), charges equal to inspection charges payable to the TPI Agency shall be recovered.

2.8.2 If, during inspection visit, goods are not ready or in case of stage inspection readiness is not achieved, then Call Cancellation Charges will be recovered.

2.8.3 If the Supplier fails to deliver within the validity of the Inspection Acceptance Certificate, the TPI Agency may revalidate the IC or re-inspect the goods on Supplier's request. Charges for revalidation or re-inspection will be recovered.

2.8.4 To summarize, the following charges shall be recovered from Supplier:

Situation: Charges to be Recovered (plus GST extra)

- At the time of physical visit call is cancelled due to goods/raw materials/components not ready for inspection: Y/2 (subject to max ₹11,000)
- Goods rejected during Stage Inspection (excluding final stage): Y
- Goods rejected at Final Stage Inspection: 2Y
- Goods rejected during inspection without stage inspection: Y

- Inspection Certificate Revalidation: ₹5000 or full inspection charges, whichever is lower
- Re-inspection after IC Expiry: Y

Where:
Y = (X/100) × Value of Goods inspected
X = % Inspection Charges as per PO Value slab.

3. Applicable Inspection Charges:

PO Value Slab: Inspection Charges (X)

- ₹5 lakh up to ₹1 crore: 0.5220% + GST extra
- Above ₹1 crore up to ₹25 crore: 0.116% + GST extra
- Above ₹25 crore up to ₹100 crore: 0.053% + GST extra
- Above ₹100 crore up to ₹500 crore: 0.035% + GST extra

Notes:

- Note 1: PO Value includes total value (freight, packing, forwarding, taxes, duties) but excludes separately priced items not forming part of total value.
  Example: If PO Value = ₹50 lakh for 100 units, and 25 units offered for inspection, then Inspection charges = (0.5220/100) × (25/100) × 50,00,000 = ₹6525 + GST extra.
- Note 2: For PO value below ₹5 lakh, inspection charges applicable for ₹5 lakh slab will apply.
- Note 3: For PO value above ₹500 crore, inspection charges will be fixed separately but capped at 0.035% + GST extra.

4. Joint Inspection Procedure for Rejection at Consignee End:

4.1 A rejection memo will be issued by consignee through online system to Vendor, TPI Agency, Procuring Entity, Paying Authority, etc.

4.2 Before returning rejected goods, consignee may call for a Joint Inspection between Consignee, Vendor, and TPI Agency at a notified location.

4.3 Joint Inspection to be carried out by consignee with representatives of Vendor and TPI Agency.

4.4 If either the Vendor or TPI Agency does not attend, Joint Inspection will be done with whosoever is available. If neither attend, consignee's decision will be final.

4.5 Joint Inspection Report will be signed by the attendees. Non-attendance cannot be an excuse to dispute Joint Inspection findings.

4.6 No charges are payable to TPI Agency for attending Joint Inspection. If goods are rejected during Joint Inspection, the TPI Agency will not be entitled to inspection charges for rejected quantity, and already paid charges shall be recovered.

Important: BLW reserves the right to change the inspection agency to consignee for orders up to ₹5 lakh.

Note-

1. An approved firm has to note that, unless stated otherwise in a purchase order, pre-dispatch inspection shall be carried out at their work's address indicated in the approval certificate.
2. Railway may deface the rejected material.

3. Final inspection and acceptance of the supplied material will be done by the Consignee after receipt of the material.
4. Whenever inspection has been allowed with firm's Work Test Certificate (WTC) payment shall be 100% against receipt and acceptance of the material (Receipt Note) unless laid down otherwise.
5. **Rectification of Rejected Materials By BLW In Urgency:-** With a view to avoid hold up in production due to non availability of certain material, it may, sometimes, be necessary in emergent cases to accept the material, which is not strictly according to drawing / specification mentioned in the purchase order, with minor repair / rectification mentioned in the purchase order, with minor repair / rectification done in BLW. In such situation, BLW reserves the right to accept such materials by carrying out minor repairs etc, as needed, if the estimated repair cost per unit is up to 10% of the unit value as given in purchase order, without taking supplier's consent. The actual cost of repair shall be recovered from the supplier.

2.7 Payment Terms:

2.7.1 Normal payment term of Railway is 100% payment after receipt and acceptance of material by consignee. Payment for the full stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.

2.7.2 **Payment terms of 95% + 5%:**

2.7.2.1 Payment of 95% for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR / PWB may be considered as the proof of dispatch.

2.7.2.2 Balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.

2.7.3 However, for orders valuing up to Rs. 5 Lakhs, 100% payment against receipt and acceptance of the material by the consignee i.e., against Receipt Note shall be preferred.

2.7.4 If final IC is not issued, then after fitment, commissioning testing and dispatch of locomotive from manufacturing unit, the firm may be permitted for supplying remaining quantities of the developmental order against request for the same by the vendor for extensive field trials with approval of PCEE. But final IC for prototype unit shall be issued only after field trial period of prototype unit as stipulated in governing specification. However, 80% payment can be released after fitment against bank guarantee. BG will be levied only on those vendors who are yet not approved for any item of electric locomotive.

2.7.5 Bank mandate form required for vendor master entry attached in annexure – 4.20.

2.8 Deleted

2.9 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.

2.10 Terms of Delivery:

2.10.1 Mode of dispatch should be preferably by road / personal courier service, directly to the respective consignee.

2.10.2 Suppliers should clearly quote the FOR Conditions - whether station of dispatch or destination. If firm's offer is not FOR Destination, then applicable freight charges should invariably be indicated under the 'Freight' column in the rate page. In the event, any Tenderer does not specifically indicate anything about the place of delivery in his offer, it will be assumed that the offer is for delivery at the destination and the Tenderer will bear the freight. This assumption will be final and binding on the Tenderer and will not be subject to any legal dispute or arbitration in future.

2.10.3 Responsibility to cover the risk of loss, destruction, damage or deterioration etc. of goods till delivery to consignee including risk in transit and/or transportation shall rest with the supplier in terms of Clause 1501 of IRS Conditions of Contract.

2.11 Evaluation Criteria:

2.11.1 **Applicable only for Items which are not covered by GST :**

2.11.1.1 Rate, taxes, duties, freight, un-conditional discount etc having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers for e-tenders). Remarks having financial implications indicated elsewhere will not be considered for evaluation of offer. Tenderers must note that

financial offer made by them at the 'Rate page' of the e-tender form is complete and final and it cannot be revised, qualified or supplemented by any qualifying remarks elsewhere in their offer. **If a tenderer quotes the incorrect rate of ED due to misclassification of the goods under excise tariff rule or due to misapprehension of LAW, in such case the offers will be ranked on the basis of the rate of ED as quoted in the rate page. However payment of ED will be governed by the relevant Para 2.1.2.4.**

2.11.1.2 In cases where there is a change in statutory tax regime after the tender opening, all the offers shall be evaluated as per tax regime as applicable on the date of tender opening.

2.11.1.3 If the quoted rate is inclusive of ED, the tenderer must indicate the rate of ED clearly. If it is not done so, the offer will be taken as inclusive of ED at the highest rate quoted by any of the participants in the tender batch.

2.11.1.4 If concessional ED is applicable at the time of quoting, the same should be indicated clearly along with maximum rate of ED payable for evaluation. In case, it is stated by the bidder that ED as applicable at the time of supply will be charged extra, their offer will be evaluated on the basis of maximum rate of ED, which may become applicable.

2.11.1.5 If firm's offer is ambiguous in respect of ED or if it quotes concessional ED in the rate page presuming its classification under concessional Tariff Head but further qualifies it through remarks that any re-classification of item in different Tariff Head resulting in higher rate of ED will be to purchaser's account etc., then its offer will be loaded by the maximum rate of ED which may become applicable and the ranking will also be decided accordingly.

2.11.1.6 Therefore, bidders, in their own interest, are advised to quote clear rate of ED without any qualifying or ambiguous remarks.

2.11.2 **Applicable only for Items which are covered by GST**

2.11.2.1 The offers shall be evaluated based on the GST rates as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.

2.11.2.2 Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

2.11.2.3 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 the Purchase order or billed.

2.11.2.4 Vendor is informed that she/ he would be required to adjust her/ his 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.

2.11.2.5 Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number under GST

2.11.3 **Evaluation criteria for multi-consignee / multi-items tenders**

(a) Unless otherwise specified, the evaluation of tender will be done item wise and consignee wise.

(b) For multi consignee items, the rate should be quoted by firm on FOR Destination basis for each consignee separately. The inter-se ranking of the offers will be decided for each consignee separately.

(c) In tenders where schedule of requirement consists of several items, the inter-se ranking will be decided for each item separately. The firms are required to quote the rate for each item separately.

(d) In tenders where several items are grouped in a "KIT" or "SET" and the tendered quantity is in sets, the firm should quote single rate for the tendered kit/set of items. In such cases, the inter-se ranking shall be decided on the rate quoted by the firm for "Kit" or "Set" of items.

2.12 Items to be procured from approved sources listed on UVAM:

2.12.1 Wherever necessary, as per procurement policy of the Government, Purchaser reserves the right to purchase either the Entire or Bulk quantity i.e. 80% of NPQ 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 should upload copies of such approval letters along with their offers.

2.12.2 The approval status of the firm will be reckoned as on the date of the tender opening and not thereafter except in case of downgrading / removal / suspension / banning etc. after opening of tender, when changes shall be taken into account while considering the offer.

2.12.2.1 Where there are not more than three Indian Suppliers categorized as Approved Vendor in RDSO vendor directory for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factor including past performance,

capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre-decided tender criteria. Such order shall be treated as bulk order.

2.12.2.2 System of vendor categorization adopted for RDSO shall be followed for all the vendor approving agencies to bring uniformity. All the policies for ordering in procurement of items reserved to be procured from vendors approved by RDSO shall apply, as it is and as amended by Railway Board from time to time, on procurement of items reserved to be procured from vendors approved by other vendor approving agencies also including consideration of developmental vendors for placement of bulk orders without any quantity restriction in case of items where there are not more than three approved vendors.

2.12.2.3 Railway Board letter no. 2001/RS(G)/779/7 Pt 2 (1) dated 06-11-2018 for consideration of developmental vendors for placement of bulk order without any quantity restriction in case of items where there are no more than three approved vendors shall also apply for all items approved by all vendor approving agencies.

2.12.3 If the works address indicated in the offer is different from what is indicated in the approval certificate issued by the respective vendor approval agency, then such offer will be treated as if the same has been received from an unapproved source.

2.12.4 **Placement of Developmental Orders against regular tenders:**

(a)Offers of developmental vendors appearing in U-VAM for the tendered item (without any condition for prototype/field trial clearance) can be considered for developmental order up to 20% of NPQ.

(b) Developmental vendors appearing in U-VAM (with condition for prototype/field trial clearance) as well as vendor whose name do not appear in U-VAM for the tendered item may be considered for small quantity developmental order as per existing guideline. Offer of vendors whose name do not appear in U-VAM for the tendered item will be considered for developmental order only if, along with offer, they enclose required past credential of supply of same item / similar to tendered item, details of Plant & Machinery, Testing Facility, QAP, ISO Certificate and other relevant document to substantiate their capacity to develop and supply the tendered item subject to successful capacity-cum capability assessment and completion of formalities as per the bid condition.

Note- For RDSO controlled items, placement of developmental order on new sources may be recommended with provision in Letter of Acceptance (LOA) that capability and Capacity assessment (CCA)will be done by RDSO .Formal PO shall be issued subjected to CCA claearance by RDSO.

2.12.5 Placement of Developmental Orders against developmental tenders:

Placement of developmental order through developmental tender shall be governed as per policy circular issued vide Railway Board's letter no. 99/RS(G)/709/1/Pt. Dt. 13.01.2015 is applicable for placement of developmental order through developmental tender.

2.12.6 Offers from authorized agents will be considered only if they submit tender specific authorization from the manufacturer, failing which their offer will be ignored summarily without making any further reference to them.

2.12.7 If an agent submit 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. In such cases both the bids of that agent will be summarily rejected.

2.12.8 In a tender either the Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In cases where both principal/OEM and their agent participate in bidding for same item/product, any or both the bids shall be liable to be rejected.

2.13 Items for which no approved vendor list has been issued:

A tender-specific eligibility criteria will be mentioned in such cases and the same shall be incorporated in the tender schedule/NIT as approved by competent authority.

2.13.1 In normal circumstances, Regular bulk order(s) of minimum 80% of NPQ shall be placed on the tenderer having ‘Relevant past performance’, Quantity for ‘Relevant past performance’ for consideration of bulk order will normally be mentioned in Tender’s Schedule of requirement Further, balance quantity upto 20% of the NPQ may be ordered on new sources also, as developmental order(s), on the basis of capacity cum capability of the source as defined in Para below.

2.13.1.1 Relevant Past performance for Regular orders:

i. Regular Bulk Order: Such order(s) will be placed on the manufacturer(s) or its authorized agent. The manufacturer, during previous five years, must have satisfactorily executed at least one single purchase order(issued in these previous 5 years) of Zonal Railways/ PUs/ CORE for the tendered item [OR similar items, which shall be defined in the tender document, if applicable] for a minimum of 20 percent of total tendered quantity, or executed at least two purchase orders for minimum 10% of the tendered quantity. This period of five years shall be counted with respect to date of tender closing. ii. The onus of submission of requisite documents in support of their past credentials shall lie

with the tenderer. For the purpose of this clause, any item supplied with same Drawing & Specification number as of 'Tendered Item' but different alteration number, will also be counted for past performance of tendered item . If there are more than one items in the tender eligibility criteria will be applicable item wise unless or otherwise so stated in the tender schedule.

2.13.1.2 i) Receipt Notes/Proof of acceptance of material by consignee and/ OR
ii) Inspection Certificate with self-declaration by the bidder that supply has been accepted by consignee rest with the Bidders. Furnishing of false declaration shall lead to termination of contract besides initiating further punitive actions as per the Law in vogue.
iii). In case, the tenderers do not submit the requisite documents as per Annexure shall be taken as their not having any such past performance and/or capacity, the Purchaser may exercise the option to decide the tender on the basis of their past supply performance records as available with the Purchaser [if any] and no back reference shall be made in this regard. Nevertheless, tenderer shall have no claim over the purchaser , if any past performance in purchaser's own record could not be connected or missed out by the purchaser after default of the tenderer in submission with his offer.
iv.) In case tenderer participates as an authorized agent, then the performance as required above shall be that of the principal, authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal, but these will not be considered as performance for placing bulk order in case of change of Principal

2.13.1.3 **'Relevant Past Performance' for Regular Orders:**

The past performance for satisfactory execution shall mean and include performance in respect of any one of the following: -

(a) Tendered item, unless (b) or (c) is expressly specified in the tender schedule
(b) Similar item, or
(c) Any of the tendered items as the case may be,

.

2.13.2 **Capacity-cum-Capability' for Developmental Order:**

For consideration of developmental orders, the tenderers must be able to demonstrate their capacity-cum-capability to manufacture the tendered item. For this purpose they should submit along with their offer, documented past performance reports of same or similar items of equivalent rating or equivalent performance parameters, details of M&P, testing facilities, QAP (If available), technical manpower available with them, registration for same/similar item(s) with other Government agencies or PSUs etc. or any other details as may be warranted as per the technical specification and Drawing. Such tenderers are to note that non submission of such documents shall be taken as their not having any such past performance and/or capacity, and their offer shall be considered further as per extant rules and no back reference in this regard will be made to them.

Issue of Sample on return basis: Whenever demanded by the vendor and considered justified by BLW as an expedient measure for development of item, BLW may issue a returnable sample after submission of necessary financial security of adequate value along with non disclosure agreement (NDA) by the firm. The sample so issued by BLW shall be deemed just "one of the many" and shall not be made a basis for any change in the drawing/ specification post contract. Decision in regard to issue of sample will be sole discretion of BLW and binding to firm.

2.13.3 **Material to be procured from OEM or their authorized dealers / distributors:**

(a) Wherever so specified, the Railways reserve the right to place orders for either entire or bulk quantity on OEMs or their authorized dealers.

(b) Any firm quoting on behalf of OEM must submit tender specific authorization certificate or valid distributorship/dealership agreement as the case maybe, along with their offer and agree for inspection by the nominated agency (as the case may be) at the premises of their principals, failing which their offer shall be liable to be rejected.

(c) The following would be preferred in such cases:

(i) Inspection by Nominated TPI agency at the manufacturing premises of the relevant manufacturer. Nominated TPI agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made in the manufacturing premises of the manufacturers and not in the warehouse/Godown/Shop of the dealer

(ii) Direct dispatch from the premises of the manufacturer to the Railways consignee after inspection and acceptance by TPI/ RDSO.

(iii) Submission of Manufacturer's Test and Guarantee Certificate with each lot of supply.

(d) 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 a bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product..

2.14 Insertion of Option Clause: (Whenever inserted in NIT)

2.14 .1 The purchaser shall be entitled to increase the order quantity up to + 30% anytime within the delivery period (including extended delivery period over and above Special option clause quantity) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise + 30% option clause in one or more than one installment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity.

2.14.2 Deleted

2.14 .3 Operation of Option Clause:

Where the + (plus) 30% quantity option leads to fractional quantities, these may be rounded off to the next higher number, if the fraction obtained is 0.5 or more.

Option Clause can be exercised anytime within the Delivery period, by giving reasonable notice .

'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.

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.

2.15 Pilot Sample:

2.15.1 Whenever, in terms of the contract, firm is required to submit pilot sample, they will be required to submit minimum three samples for approval, if not specified otherwise. Out of that, one sample, if found suitable after testing, will be returned to the firm for reference purpose and for the guidance of the Inspection Agency, if required. One sample duly approved shall be retained by the Depot officer. The 3rd sample, if gets destroyed during the testing, shall be accounted for by the Depot officer, provided same gets passed and found suitable during testing.

2.15.2 In the event of a pilot sample failing the inspection/tests, all the samples whether intact or broken during a destructive test as the case may be, shall be returned to the supplier along with the inspection report, if any, provided by the inspecting/testing agency.

2.15.3 Submission and collection of the sample shall be sole responsibility of the supplier.

2.16 Quantity to be ordered:

2.16.1 Railways reserves the right to cancel the tender for full or part quantity tendered without assigning any reason. The rates quoted by the tenderers for the full quantity would be taken as valid even for part quantity.

2.16.2 Wherever considered necessary by the purchaser, the quantity to be ordered can be split amongst two or more sources for ensuring better availability of material keeping in view the vital / critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms. In such cases the provisions of Para 2.17 shall be normally applicable.

2.16.3 The Principal Chief Materials Manager or any officer authorized on behalf of President of India acting through, General Manager is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves 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.

2.17 Criteria for Splitting of Tender Quantity (In case of pre-decided split ordering):

2.17.1 The purchaser reserves the right 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 capacity etc.

2.17.2 Whenever such splitting of 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 orders 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 L_1 and L_2	Quantity distribution ratio between L_1 and L_2
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65%on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shall decide.

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 tenderer 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) – say firm "A" – as obtained at the time of tender opening.

2.17.3 If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, 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.

2.17.4 The rate of highest eligible tenderer within the zone of consideration has to be per-se, reasonable to the purchaser.

2.17.5 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.

2.17.6 In cases of pre-decided splitting, if the purchaser decides not to split the ordered quantity, the reason for the same should be recorded in TC minutes/acceptance in direct acceptance cases.

2.17.7 For cases where the Rlys/PUs had entered into ToT/JV agreements, the following clause should be stipulated as tender conditions:

"As the Rly has entered into ToT/JV agreement with.....no. of firms, they reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 2.2.2 (B) shall apply with the exception that the aspect of 'per-se reasonability' will not be applicable."

2.18 Warranty/Guarantee:

2.18.1 Unless otherwise stated in the tender schedule and/or tendered specification, the warranty/guarantee as specified in the IRS conditions of the contract i.e. 30 months after their delivery shall apply , in case there is difference in the period specified in the tendered specification vis-a-vis IRS Conditions, the former will prevail.

Tenderers should further note that if the Guarantee/Warranty is a part of the tendered specification and/or tender schedule, then any deviation on this count, shall be treated as a technical deviation, which may render their offer technically unsuitable. **Bidders are advised to bring such deviation(s) clearly in the technical deviation statement. In case, this deviation is not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity in this regard or any other respect shall be to the disadvantage of the bidder.**

Further, Suppliers shall ensure that the materials are invariably stamped with marking as may be detailed

in drawing/specification of material to enable correct reckoning of warranty.

2.18.2 **Bank Guarantee towards Warranty obligation:**

For items like machinery and Plant, Costly equipment, capital spares, the tenderer, wherever called upon to do so, shall furnish a Bank Guarantee of 10% of Material value to cover their warranty obligation for a period of warranty period + 6 months.. The model proforma of the Warranty/Guarantee bond is annexed as Annexure 4.3. It would be the responsibility of the contractor to ensure that Bank Guarantee (BG) required to be submitted by them, should be sent directly by the issuing Bank under registered Post to the concerned Purchasing Authority and, in no case should be brought by the tenderer. That is to say, the firm shall not involve themselves in transmission of the BG between the issuing bank and the purchaser.

2.18 (A) Warranty Rejections:

Materials are rejected under warranty in the following situations:

(A) Material rejected was issued to the user (shop/shed etc) from its attached Stores Depot or attached User Depot (both Stock & Non-stock).

(B) Material rejected was received from a PU or a Stores Depot or a User Depot which is not the attached depot of the end user including that received directly through centralized procurement (both Stock & Non-stock).

(C) Material was rejected in the field and was fitted at some other Workshop/Shed/Depot. Material either received or fitted through Supply Contract, Works Contract, or Service Contract or any other type of contracts (both Stock & Non-stock).

(D) Failure of components of Rolling Stocks received from Railway PUs/ PSUs/ Workshops/Private Manufacturers.

A For warranty rejection in shop/shed etc. where rejected material was issued from its attached Stores Depot or attached User depot:

i. “Warranty Rejection Advice” (i.e., warranty claims lodging) shall be issued to the firm with the approval of gazetted officer of the end consignee of attached Stores Depot/User Depot (depending upon where rejected material was accounted for after receipt from vendor) after getting the warranty rejected material from end-user.

ii. The “Warranty Rejection Advice” shall be issued by attached Stores Depot/User Depot to all concerned i.e., firm, purchaser, pre-inspecting agency, vendor approving agency, paying authority etc. as per the contract—without fail.

iii. In the Warranty Rejection Advice, the vendor shall be called upon for replacement of rejected stores or for deposition of equivalent amount of rejected material, within a period of 60 days from the date of Warranty Rejection Advice. Date of issue of Warranty Rejection Advice by gazetted officer to be taken as date of Warranty Rejection Advice.

iv. Firm shall be allowed to collect the rejected materials only after deposition of payments already made by Railway (if any) to them or after recovery of equivalent amount by Accounts or against replacement quantity. Rejected material shall be suitably defaced before handing over to the firm to avoid re-use, and necessary provision about digital capturing in respective modules may be done.

v. **Warranty Quantity Replacement:**

a. Replacement of rejected quantity shall be made to the end consignee at the Stores Depot/User Depot which received the original supply from the firm.

b. The warranty quantity replacement will be supplied and accounted through R-Note/CRN which shall be clearly marked as **“Warranty Replacement CRN/R-Note, Not for Payment”**.

c. Item/equipment supplied against a particular warranty claim shall be used to close that warranty claim only. Any alternate use of the material can be done only with the written consent of the firm.

vi. Replaced/rectified material shall have warranty for the replaced/rectified goods till the original warranty period plus the time from the warranty rejection advice to material replacement/rectification. Record for the same shall be maintained by the system.

vii. Vendor would be permitted to lift the rejected material (subject to sub-para (iv) above) “free of cost” within the period mentioned in sub-para (iii) above (i.e., 60 days from the date of Warranty Rejection Advice). After this time, ground rent shall be applicable, ground rent details are available in annexure 4.17.

viii. In cases where firm fails to lift the warranty rejected material within the period mentioned in para 3203 of IRS Conditions of Contract (i.e., 3 months from the date of issue of warranty rejection advice by the gazetted officer), at the expiry of the period, no claim whatsoever shall lie against the purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of goods' and 'failure' and 'termination' add and Clause 3100-02 shall apply.
However, in case the material under warranty rejection is not lying in Railway premises but is running online or being actively used by Railways, this clause shall not be applicable.

ix. In case disposal/closure/settlement of the Warranty Rejection Advice is not done by firm within the period of 60 days, Recovery Advice of equivalent amount of rejected material for which Warranty Claim has not been disposed/closed/settled shall be automatically generated and the **Centralized Recovery Register** of IPAS shall be automatically updated for recovery.

Any Bill Paying Authority across IR shall recover the amount mentioned in **Centralized Recovery Register** from firm's Bill(s), if any. Even if the payable amount against a Bill is not enough for the full recovery against a Warranty Claim, the Paying Authority shall proceed with partial recovery to the extent of payable amount against that Bill and balance recovery amount will remain in the **Centralized Recovery Register** for further recoveries from other Bill(s). After recovery, the **Centralized Recovery Register** shall be automatically updated immediately to avoid multiple recoveries by different Railways.

x. Once recovery has been made by Accounts or the recovery amount has been deposited by vendor, replacement/rectification/re-inspection of the warranty rejected quantity shall not be allowed after period of 60 days from date of issue of warranty rejection advice.
While receiving fresh replacement supplies/allowing Reinspection/Rectification by vendor against Warranty Rejection Advice after the period of 60 days, these activities are allowed only to the extent the Claim amount has not been recovered by Railways.

xi. However, cases where due to extreme urgency affecting out-turn, operation etc. it is in Railways' own interest to allow replacement/rectification/reinspection after a period of 60 days from issue of warranty rejection advice, it may be permitted with the approval of gazetted officer of minimum JAG level of the officer issuing warranty rejection advice. In such cases, **"Recovery Refund Letter"** shall be issued by gazetted officer of the office issuing warranty rejection advice to the extent permission is granted and warranty rejection is disposed/settled/closed by the vendor. However, ground rent as per sub-para viii above shall be applicable in such cases also.

xii. **"Recovery Refund Letter"** shall also be issued by gazetted officer of the office issuing warranty rejection advice in the following cases:

- If warranty is closed/disposed/settled within 60 day period and R-Note/CRN is issued after 60 day period.
- Amount deposited by vendor before recovery but details of such deposit entered by user after recovery.
- Warranty rejection advice withdrawn altogether after recovery.
- In other instances like court/arbitration judgment/order, etc. after recovery.
- Cases where, in spite of issue of warranty rejection advice, the item under warranty rejection has been actively running online or being actively used by Railways due to practical considerations.

xiii. The vendor may submit his supplementary bill on the basis of **"Recovery Refund Letter"** to the concerned paying authority which has deducted the refundable amount online or offline depending upon the case whether the bill against which recovery has been made was submitted online or offline.

xiv. However, if the recovery amount has been transferred by recovering railway to the Railway issuing warranty rejection advice, such information shall be passed on to all stakeholders by IPAS including to the vendor also to claim his refund. In such cases, supplementary bill shall be submitted to the railway where amount has been transferred.

xv. **Inspection of Replacement Supply:**
In line with IRS Conditions of Contract clause 0703, Vendor shall bear all cost of such replacement including freight, cost of inspection and inspection charges to inspecting agency, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account.
The replacement supply shall normally be inspected by the same inspection agency which inspected and passed the original supply. However, inspection clause for replacement of quantity rejected under warranty can be changed from 3rd Party Inspection (RITES/RDSO etc.) to Consignee Inspection with the approval of minimum JA grade level officer of the office issuing Warranty Rejection Advice, duly considering practicability of the case due to low quantity/value, criticality of the item, quality issues involved etc.

Warranty Rejections:

B **For Warranty rejection in Shop/Shed etc. of the material received from a PU or a Stores Depot or User Depot which is not the attached Depot of the end user including that received directly through centralized procurement –**

i. The "Warranty Rejection Advice" shall be issued on UDM by End User to all concerned i.e. firm, purchaser, pre-inspecting agency (if known), vendor approving agency, paying authority etc., without fail.

ii. **Warranty Quantity Replacement:**

a. Replacement of rejected quantity shall be made at the end of end user.

b. The warranty quantity replacement will be supplied and accounted for in UDM through CRN. The CRN should be clearly marked as "Warranty Replacement CRN, Not for Payment."

iv. Other provisions shall be as per sub-para (iii) to (xiii) of clause 18.3.1 above, except Para (v).

C **For Warranty rejections in the field where material rejected was fitted at some other Workshop/Shed/Depot – Material either received or fitted through Supply Contract or Works Contract or Service Contract (both Stock and Non-stock items)**

Such cases shall also be dealt with as per clause 18.3.2 above.

D **Warranty rejections of Rolling Stocks received from Railway PUs/PSUs/Workshops/Private Manufacturers and their components:**

i. Rolling Stocks are manufactured by the following agencies:

SN	TYPE OF ROLLING STOCK	MANUFACTURED BY
1	Wagons	Private Manufacturers, Railway PSU, Railway Workshop
2	Coaches	Railway PUs/PSUs/Private Manufacturers
3	Locomotives	Railway PUs/PSUs/Private Manufacturers
4	Train-Sets	Railway PUs/PSUs/Private Manufacturers
5	MEMU, DEMU, EMU, etc.	Railway PUs/PSUs/Private Manufacturers

ii. Manufacturing Units of Rolling Stocks should provide the following details of all components/sub-assemblies used/fitted in that rolling stock to the inspecting agency as well as the consignee railway/end user. Inspecting agency, during inspection of Rolling Stock, shall ensure digital capture/entry of this data into the respective digital platform.

a. Rolling Stock Number
b. Name of the Rolling Stock supplier
c. Contract number & Date against which Rolling stock supplied to Railway
d. Contact details of Rolling Stock Supplier
e. Name and address of component manufacturer and/or supplier
f. Date of manufacture of component (MM/YYYY)
g. Inspecting agency for the component
h. Inspection details of the component
i. Warranty of component in months
j. Vendor Approving agency of the component
k. Batch/Product Marking, serial number, etc. of the component
l. Any further details to facilitate complete identification of the supplier of component by the end user

iii. For individual components, all Rolling Stock Manufacturers/Suppliers shall be responsible to honour the warranty claims on the basis of warranty period of individual components instead of the entire rolling stock.

iv. **The warranty settlement will be processed as per procedure as under:**

a. Rolling stock supplied by a private manufacturer or Railway/other PSUs:
Warranty claim shall be lodged against Rolling Stock supplier. This shall be the same case as clause 18.3.2 above, except that in case of items appearing in the approved vendor list of vendor approving agencies, information about such cases shall also be shared with vendor approving agencies. The Rolling Stock Supplier shall be the interface between Railway and component supplier. They have to organize the complete warranty settlement. Any action by the component supplier shall be at the specific direction and authority of Rolling Stock supplier.

b. Rolling stock supplied by Railway PUs, Workshop:
In all such cases, the warranty rejected material shall be kept in safe custody of the end user. End User shall register the warranty rejections with reasons for rejection and other details, as required. The concerned Railway PU or Workshop shall replace the rejected component within 60 days from warranty rejection registration date at the end of the concerned end User registering the warranty rejection either as a fresh supply by Railway PU/workshop or get it replaced/rectified through the component manufacturer/supplier whose supplies have been rejected. Simultaneously, the Railway PU/Workshop shall raise the warranty claim by issuing “Warranty Rejection Advice” on the concerned component manufacturer/supplier separately from their end as per the process detailed in clause 18.3.2 above.

Note:

1. **Rectification of the rejected stores:**

i. In case the vendor requests for rectification/repair of rejected stores in terms of sub-para 18.3.2, 18.3.3, and 18.3.4 above, rectification/repair shall be permitted in exceptional circumstances and only if the item can be effectively rectified/repaired at the user end. At the option of the Depot Officer/officer of end-user (depending upon who has issued the “Warranty Rejection Advice”), rectification/repair of rejected stores by the firm shall be permitted within railway premises only.

ii. If the firm requests to rectify/repair the rejected stores at its own premises, the same shall be allowed only if the item has unique traceability to ensure that the rejected item cannot be supplied to any other consignee/user and if supplied, it can be traced. For taking out the rejected quantity for rectification/repair, equivalent value of rejected item shall be deposited by the firm.

iii. However, the rectification activity shall have to be completed within the timelines given in sub-para 18.3.1 (iii) from the date of issue of “Warranty Rejection Advice.” After this, the process for recovery shall be initiated.

2. Handling Epidemic Failures:

Any recurring/large-scale rejections from a particular lot will lead to epidemic failure.

i. Whenever the quantity rejected anytime during the warranty period exceeds 5% of the total supplied lot against a particular contract, it will be considered as Epidemic Failure. However, in case of failures related to items that are extremely critical from safety considerations (like critical components or sub-parts of air brake system, wheel discs, axles, propulsion system, etc.), RDSO/PU may pre-define a lower percentage for considering the occurrence of epidemic failure. The same shall be declared in the tender document for procurement of such items.

ii. The same steps as mentioned in sub-para 18.3.2, 18.3.3, and 18.3.4 above will be followed. However, instead of rejecting only defected quantity, the entire lot shall be rejected. Even if some quantity of such lot has been used/fitted, the same will also be identified and called back from service, to the extent possible, by the concerned technical department for issuing warranty rejection.

iii. Joint Inspection shall be conducted as per extant provisions.

iv. In case warranty rejection is established in joint inspection, the vendor shall replace the entire lot (as available, refer point ii above), duly inspected by inspecting agency as per the contract at his own expense.

v. Replacement supply should be inspected by the same agency which has previously inspected the supplies.

vi. Epidemic failure is essentially considered as very poor quality performance and shall be reflected on the performance of the vendor/Inspecting agency accordingly.

3. In case the vendor disputes the Warranty Rejection as per Warranty Rejection Advice:

Representation from the vendor should be sent through IREPS system to the officer issuing Warranty Rejection Advice within 7 days from the issue of Warranty Rejection Advice. In such cases, a joint inspection shall be organized by the officer issuing Warranty Rejection Advice for the grounds of warranty rejections mentioned in the Warranty Rejection Advice.

4. In all cases of warranty rejections where items are appearing in the approved vendor list of vendor approving agencies:

Information about such cases shall also be shared with the vendor approving agency for performance monitoring and capability/capacity assessment/delisting/down-grading of the vendor and review of the design/specifications/STR if required. If required, based on the merit of the case, Vendor approving agencies may take appropriate decisions on suspension of inspection.

2.19. Deleted

2.20 Arbitration Clause : Deleted.

2.21.1 Deleted.

2.22 Jurisdiction of courts:

The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2.23 Compliance of provisions contained in Contract Labour (Regulation and Abolition) Act, 1970 shall be ensured by the Supplier wherever applicable in fulfilling the contractual obligations as per the scope of supply within the supply contract.

2.24 Conditions for Installation and Commissioning of items other than M&P:

In cases, where the installation and commissioning of stores supplied is to be done by the supplier, the following conditions will also apply:

(i) The installation and commissioning charges should be shown separately. Firm must quote these charges separately in their offer in appropriate column.

(ii) The payment for installation and commissioning will be done after the successful installation and commissioning by the firm.

(iii) Firm should emboss/put permanent sticker/engraving showing date of manufacturing for each of the component requiring installation and commissioning.

(iv) Call for installation and commissioning will be given by shop officers against specific PO with a copy to Depot Officers.

(v) Firm shall depute the staff for installation and commissioning within 15 days of call, failing which LD @ 2% per month of value of goods subject to maximum of 10% will be recovered.

(vi) Bills for installation and commissioning will be submitted to the Depot Officers along with installation and commissioning certificate issued by shop officers.

(vii) Depot Officers will have to submit the bills to Accounts Department. for payment and will maintain record of payment of installation and commissioning charges against various POs in each case.

2.25 Conditions for Fabrication Contracts:

a. The raw material shall be issued to the contractor against bank guarantee. The contractor shall submit a bank guarantee equivalent to the cost of raw material (to be advised by the consignee) within 14 days of the placement of order failing which a penalty of Rs.1000/- per day shall be imposed.

b. The contractor shall lift the raw material within three days of the demand placed by Depot Officer or his authorised representative.

c. Any intimation by telephone, telex or fax by Depot Officer or his authorised representative for lifting of material shall also be deemed to valid demand.

d. Any delay in lifting the raw material by contractor beyond 03 days of demand, shall attract a penalty @ ¼% per day of fabrication value of material for which raw material has been offered to contractor per day.

e. Any delay in returning the fabricated material beyond the delivery period shall attract a penalty of @ ¼ % per day of fabrication value of the material for which raw material has been given to the contractor.

2.26 Alteration of Specifications, Patterns and Drawings

The purchaser reserves the right to alter from time to time; the specifications, patterns and drawings and from the date that may be specified by him the articles shall be, in accordance with the specifications, patterns and drawings, so altered. In the event of any such alteration involving an increase or decrease in the cost or in the period required for production, a revision of the contract price and of the time fixed for delivery shall be made in relation to the articles of the alterations. The decision of the purchaser on the question, whether the alteration involves an increase or decrease in the cost or in the period required for production shall be final and conclusive.

2.27 Declaration for infringement of IPR by tenderer/supplier.

2.27.1 All prospective manufacturer or supplier shall note that:

i) BLW/Indian Railways shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in the design & development of this item and any other factor not mentioned herein which may cause such a dispute. The entire responsibility to settle any such disputes/matters lies with the manufacturer/ supplier. BLW stands indemnified for claims whatsoever arising out of such issues.

ii) Details/design/documents given by prospective tenderer shall not infringe any IPR and they are responsible in absolute and full measure instead of BLW/Indian Railways for any such violations. Data, specifications and other IP as generated out of interaction with railways shall not be unilaterally used without the consent of BLW and right of Railways / BLW on such IP is acceptable to them.

Section 3

Special Conditions of Tenders for Machinery & Plants Items

3.1 Authorization letter:

3.1.1 BLW will prefer that OEM participate directly in the tendering process. In all other cases the tenderer must be authorized dealer/ distributor of OEM or authorized by OEM for this specific tender. Relevant valid documents in this regard should be uploaded along with the offer. After opening of tender no documents in this regard shall be accepted.

3.2 Validity of offer:

3.2.1 The offer should be kept valid for 180 days from the date of opening of the tender.

3.3 Evaluation Criteria:

3.3.1 In addition to relevant parts of para 2.11, the tender must ensure to quote for all the concomitant accessories, essential accessories/spares/services and AMC charges (wherever applicable) at the predominated place on the e-offer form as these are considered for evaluation of the offer and arriving at inter-se ranking unless otherwise mentioned in NIT.Unless otherwise mentioned inNIT It is made clear that the rates quoted under the heading of optional accessories/spares/services etc. will not be included for the purpose of arriving at inter-se ranking**.**

3.3.2 Tenderer must ensure to offer rates for all the tendered items including optional accessories/spares/services etc. as non compliance of this will render their offer incomplete.

3.4 Qualifying criteria:

3.4.1 Tenderers are required to read the qualifying criteria carefully in the technical specification-I attached with the tender document. All the documents in support of qualifying criteria must be uploaded along with the offer and no documents in this regard will be accepted after the opening of the tender. Railways, however reserves the right to verify such documents and the informations contained therein. In case of any discrepancy or falsehood, extant provision under the law shall be applicable.

3.5 Technical Compliance and Deviations:

3.5.1 **No deviations will be permitted in the leading parameters of the tendered item and offers with deviation in the leading parameters will be ignored without any back reference.** The technical deviations in other parameters, if any, have to be mentioned at pre-nominated place in the e-offer form under “Statement of technical deviations” only. If the deviations are uploaded in form of a document then it must have reference at the above pre-nominated place on the e-offer form duly indicating the file name of uploaded document failing which such document will not be evaluated for the purpose of technical deviations.

3.5.2 By participating in the tender, the tenderers are deemed to agree to comply with each and every clause of technical specification-I unless deviations to any clause(s) is expressly brought out under the statement of technical deviations in the e-offer form at pre-nominated place.

3.5.3 Any deviations with respect to tendered values of parameter and uploaded catalogue/ make & model should be brought out clearly in the technical statement deviation and acceptability or otherwise of this will be sole discretion of the Purchaser.

3.6 After Sales Service:

3.6.1 The tenderers should confirm that they will render quick after sales service during the warranty period of the machine and advise details of their after sales network/ office which will render the said service.

3.7 Annual Maintenance Contract (wherever applicable):

3.7.1 Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) for a period of five years after expiry of the warranty period of the M&P along with their offers. The scope of AMC will include preventive and breakdown maintenance. AMC charges will include all costs of personnel, spares etc. except the cost of consumables required for day-to-day operation & daily maintenance checks.

3.7.2 The tenderers should quote AMC rates for each of the five years. The AMC prices 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. In order to equitably compare different AMC charges for different years, the concept of NPV (Net Present Value) may 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 has been pre-disclosed in the e offer form of the tender.

3.7.3 Railways reserve the right for entering into Annual Maintenance Contract (AMC) on the basis of rates quoted by the tenderer in their tender against AMC charges.

3.7.4 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.

3.7.5 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.

3.7.6 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.

3.8 Warranty:

3.8.1 Unless otherwise indicated otherwise in the Technical Specification – I, the Warranty period for M&P will be 24(twenty four) months from the date of commissioning and proving out of M&P. Offers with warranty less than this will be summarily rejected. A maximum period of 2 (two) weeks will be allowed for attending and rectification of faults during the warranty period.

3.8.2 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.

3.8.3 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.

3.8.4 Maximum penalty to be levied on account of warranty failure 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 supplier purchaser shall be entitled for encashment of WG Bonds. In such cases the bad performance of tenderer during the warranty period, the same will be recorded and circulated to all Railways. The same will be given due regard in deciding future orders on the tenderer and when evidence to the contrary is not available, the tenderer‘s offer may be even rejected.

3.9 Timely Commissioning and Proving out of M&P:

3.9.1 The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the Part of the contractor, the purchaser shall be entitled to recover from the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value for each month or part thereof for which commissioning is delayed, provided the amount of liquidated damages under the provision of this clause shall not exceed 10% of the total contract value. Failure to install/commission the machine within stipulated time after intimation from the consignee will be taken as breach of contract and purchaser will be at liberty to forfeit the Security Money furnished by the supplier without any prejudice to other rights under the contract.

3.9.2 Continuance of commissioning work after expiry of stipulated time will also constitute default for the purpose of the above. The decision of the Purchaser, whether the delay in commissioning is attributable to the Contractor, shall be final.

3.10 Payment Terms:

3.10.1 For orders valued upto Rs. 5 lakh - 100% payment will be made after inspection and receipt/installation and acceptance of equipment by the consignee.

3.10.2 **Payment to foreign supplier**: Payment against foreign supplies shall be made through Letter of Credit. All charges, including the confirmation charges of L.C, levied by foreign banks, shall be borne by the supplier. 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 against irrevocable L.C on proof of inspection certificate and shipping documents within 30 days of receipt of shipping documents as specified.

(b) Balance 20% payment within 90 days after installation / commissioning and proving out test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security.

3.10.3 **Payment against indigenous supply:** The standard payment terms subject to recoveries in 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 Rail/Road Challan 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 for an amount of 10% of contract value, as warranty security.

3.11 **Training:**

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

3.12 **Maintenance Manual & Spares Parts:**

Contractor is required to supply 2 copies of operation and maintenance manual and lists of Spare Parts along with the equipment.

3.13 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.

Section 4

Annexures

Annexure 4.1

Proforma for Equipment & Quality Control

Tender No. _____ Date of Closing _____ Time _____Hrs

1. Name & Full address of the firm:
2. Telephone/ Fax No. Office/ Factory/ Works
3. Location of the Factory/ Works
4. Location of the Factory/ Works
5. Details of Industrial licence, wherever required as per statutory regulations
6. Details of Plant & machinery erected and functioning in each department (monograph & description pamphlets be supplied, if available)
7. Details of the process of manufacture in the factory in brief
8. Details of stocks of raw material held
9. Production capacity of the item(s) quoted for, with the existing plant & machinery

9.1. Normal

9.2. Maximum

10. Details of arrangement for quality control of products such as laboratory testing equipments etc.
11. Details of staff

11.1. Details of technical supervisory staff-in-charge of production & quality control

11.2. Skilled labor employed

12. Maximum number of workers (skilled & Unskilled) employed on any day during the 18 months preceding the date of application
13. Are you registered with the Directorate General of Supplies & Disposal, New Delhi, India or any of the Zonal Railways/ Production units? If so, furnish particulars of registration, period of currency, etc.
14. Are you a small scale unit registered with the NSIC, India? If so, furnish particulars of registration, period of currency, etc.
15. Is your unit an ISO certified unit? If so, furnish particulars of registration, period of currency, etc.

Annexure 4.2

Model Form of Bank Guarantee Bond For Submission of "Security Deposit"

To:
The President of India
Acting through the PFA,
Banaras Locomotive Works, Varanasi

GUARANTEE BOND

1. 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 an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs _____ (Rupees _____ only) 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 agreement.

2. We _____ (Indicate the name of the bank) do here by 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 Agreement or by reason of the Contractor(s) failure to perform the said 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 Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said 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 Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this 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 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 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.

Date the _____day of _____ 20__
For _____ (Indicate the name of Bank)

Annexure 4.3

Proforma for Warranty /Guarantee Bond

To
THE PRESIDENT OF INDIA
Acting through the PFA,
Banaras Locomotive Works, Varanasi

Sub: Guarantee No_____for_____(Amount) Covering Machine(s) Serial No_____ supplied to (Consignee/s) _____ Ref: Contract No_____ dated_____ _____ Placed on M/ s _____

1. WHEREAS M/s_____ one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government") _____ Nos. of _____ (give description) as per contract No _____ dated _____ (hereinafter called "the said contract").

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.

4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of (Rs._____) representing10 per cent of the value of the Stores despatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Govt. whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.

1. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel _____ vide Bill of Lading No. _____ dated _____ (in the case of Import contracts) or R/ R No. _____ dated _____ (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to _____ i.e. for _____ months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i e. upto _____ (date), hereinafter called the said date.

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Annexure 4.4

Electronic Clearing Service (Credit Clearing) Model Mandate Form

1) Investor / customer's name :

2) Particulars of Bank Account :

A. Name of bank :

B. Name of branch :

Address :

Telephone No. :

C. 9-Digit code number of the bank and branch :

D. Type of account (SB, Current, or Cash Credit) with code (10/11/13)

E. Ledger and Ledger Folio Number :

F. Account number (as appearing on the cheque book) :

(In lieu of bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above bank particulars)

3) Date of effect :

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

_____

Signature of Investor / Customer

Date:

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

ANNEXURE-4.5

WORK TEST CERTIFICATE
(On the letter head of the manufacturer)

Ref : Date :

1. P.O. No. & Date :
2. Description & Part No.
3. Challan No. & Date :
4. Central Excise Invoice No. & Date :
5. BLW Drg. and specification reference :
   (In case the same is as per manufacturer's Drg. & Specn. It should be mentioned).
6. Qty : (A) Ordered Qty. ……. (C) Qty. inspected so far including this WTC

   (B) Qty. inspected ……. (D) Qty. Balance
7. Addressed of Plant where manufactured:
8. Vendor identification marking on the components:
9. Details of packing & Qty. within the Pkg/ Box:
10. Product Serial No./ Qty. details if applicable :
11. **Certificate-** That the material identification above has been processed, tested & inspected in accordance with the requirements of the P.O. applicable specification including any amendments and conforms to the requirements thereof. All these relevant records as well as other technical information may be required by BLW will be retained for the warranty period.
12. We guarantee to replace at destination any part where manufacturing defects in material or workmanship have been determined in line with terms stated in the contract. This material was packed and marked in compliance with the requirements of the contract.

Authorised Signatory
(Name & designation)
Suppliers Stamp

Annexure 4.6-4.11 – Deleted.

ANNEXURE- 4.12

Certificate for Classification of Class-I/Class-II /Non-Local Vendor

Purchase Order No.: _____ Date:_____ Item Description (in short) : _____

We hereby certify that the goods/services offered by us for procurement are classified as below based on local content being minimum 50% (Class-I local vendor)/ minimum 20% and less than 50% (Class-II local vendor)/less than 20% (Non-local vendor) and certify that the local content, which is the amount of value added in India (i.e. the total value of the item procured excluding net domestic indirect taxes, the minimum value of the imported content, if any, of the above mentioned item including all custom duties), as a proportion of the total value, in percent is (-------- %).

We understand that this certificate is required being produced by our client named above, for the purpose of classification of our client under relevant category (Class-I vendor/ Class-II vendor/Non-Local) under Public Procurement (Preference to Make in India), Order 2017, against the above mentioned Purchase Order. We are aware that any false declarations in this respect will be in breach of the Code of integrity under Rule 175(1) (i) of the General Financial Rule for which our client or its successors can be debarred for up to two years as per 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

We also understand that we are liable to be taken up under Section 22 of the Chartered Accountants Act, 1949 along with such other actions as may be permissible under the Company and other relevant laws, in case of any false/incorrect certification of local content mentioned as above by us.

* The signatory of this certificate is the statutory auditor/cost auditor in case of companies & practicing charted accountant/practicing cost accountant in case of other than companies.

(Seal & Signature of the statutory auditor/cost auditor/charted accountant/cost accountant)

Date:
Place:
UDIN No (mandatory):

Note-

1. The signatory of this certificate is the statutory auditor/cost auditor in case of companies & practicing charted accountant/practicing cost accountant in case of other than companies.
2. UDIN is mandatory for compliance.

* Please strike out the text which is not applicable.

ANNEXURE- 4.13

(Authority Railway Board Letter No. 2004/RS(G)/779/11 Pt. Dated 23.12.2019)

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 term 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 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."

ANNEXURE- 4.14

Bid securing declaration to be signed by bidders

"I/we hereby understand and accept that if / we withdraw or modify my/our bids during the period of validity, or if / 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/Tender document, 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 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.

ANNEXURE- 4.15

The tenderers shall submit following certificate regarding compliance to purchase restriction under rule 144(xi) of the General Financial Rule(GFR) failing which offer will liable to be rejected:

(Model certificate for tenderers)

A. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable the evidence of valid registration by the Registration Committee constituted by the Department for promotion of Industry and Internal Trade (DPIIT) shall be attached.)". 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.

B. 1.) I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the competent authority shall be attached).

2.) I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder does not have any TOT arrangement requiring registration with the competent authority.
OR
I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (TOT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

ANNEXURE- 4.16 – Deleted.

Annexure 4.17

Notice Regarding policy for Rejection & Ground Rent on Rejected Supplies by BLW / Varanasi

The Ground Rent charge on all rejected supplies lying in BLW premises at revised rate as under: -

For Rejection raised upto dated 17.01.2022	All vendors are hereby informed that w.e.f. 01.08.2012; BLW shall charge Ground Rent on all rejected supplies lying in BLW premises at revised rate ½% (only Half Percent) per day of the value of rejected material or Rs.10/-,whichever is higher.
For Rejection raised after dated 18.01.2022	0.3 % per day for consignment weighting less than 250 Kgs in weight and 0.2% per day for heavier consignment.

All vendors are therefore advised to lift rejected materials lying in BLW premises by paying the Dues & Ground Rent immediately after rejection. Please note:-

1. Rejected material is lying in BLW premises at your Risk & Cost; revised rate of Ground Rent will be applicable.

2. In all cases BLW is authorized to scrap all rejected material lying at BLW at the risk & cost of supplier beyond applicable free time.

3. The allowed free time to lift the rejected material is 21 days and 60 days for initial and warranty rejection respectively.

Annexure 4.18

Warranty Letter no. No. 2022/RS(G)/779/7(3390005) dated 17/10/2022 and its amendments.

https://indianrailways.gov.in/railwayboard/uploads/directorate/stores/downloads/2022/Handling%20of%20Warranty%20rejections%2017102022.pdf

ANNEXURE-4.19

Checklist for passing of supplier/contractor bills

Check List for Stores Bill

Passing a supplier bill involves verifying and approving a document detailing material received from a supplier, ensuring it's accurate and compliant, before payment is made. This process typically includes verifying the invoice against purchase orders, checking for proper documentation like Receipts Note, and confirming that the bill matches the agreed-upon price and all terms and condition of PO. Following Internal check exercises are to be ensured before passing of any supplier bill.

	Yes	No
1. Firm's name in PO should be matched with firm's name in tax invoice.		
2. GSTIN of firm and Railways should be correctly mentioned.		
3. IGST to be checked when delivery from other state		
4. CGST & SGST to be checked when delivery from and to same state		
5. Yearly turn over declaration of Rs. 50 -100-500 crore to be submitted by the firm.		
6. Invoice No. and date in IREPS, GSTR2A visible, whether signed the invoice by the authority.		
7. E-invoice is must in the case of turnover as per defined limit which is currently more than Rs. 5.00 crores.		
8. GSTR2A should be visible if e-invoice is applicable and for bills more than one month old in the case of turn over less than Rs 5.0 crores.(As per current limit)		
9. Firm's name, GSTIN, taxable value, IGST/CGST & SGST, freight, packing/forwarding charges, gross value in tax invoice should match with that of GSTR2A.		
10. Claimed amount should be as per tax invoice and R/Note.		
11. GST rate should be as per PO and HSN code.		
12. HSN code should be in invoice.		
13. Recovery to be made if any recovery pending.		
14. Documents submitted as per PO required. (inspection certificate, Anti-profiteering, WTC & GST declaration etc)		
15. IF PVC is applicable, PVC calculation Sheet along with relevant Price Indices to be submitted by firm.		
16. Quantity and rate as per PO condition except in case of PVC.		
17. During passing of bills with PVC, if the PVC rate is higher than the PO basic rate, the difference in rate is to be entered in the PVC amount tab in IPAS.		
18. 2 % TDS deduction to be ensured where applicable. 0.1% TCS to be recovered as if firm's yearly turnover as per defined limit which is currently Rs. 20 lakhs.		
19. R-note to be checked carefully- actual date of delivery, due date of delivery Qty, remarks if any, RO no. and date. Challan no.& date, Consignee, PO sr. Depot no. etc.		
20. If the supply is beyond the DP date, necessary Modification Advice has been issued by the executive dept. If the DP extension has been granted with LD & DC, the recovery of the same is to be ensured as per conditions of contract /PO.		
21. If condition regarding applicability of lower rate received in a tender is mentioned in any modification advice pertaining to the bill, the bill is to be sent to Stores Dept. for confirmation regarding the applicability of lower rate.		
22. Previous bill passed to be checked; RO no. wise in case of Advance payment whether advance payment made against correct RR.		
23. Check unit whether it is NOS, KGS, MTR, MTS, LTR, Pairs, SET etc.		
24. To ensure Recovery of Ground rent, GD, Incidental charges etc if any.		
25. Check PVC formula whether as per PO and ensure price circular are submitted.		
26. Check ITC flag whether T3 selected for stock bills and T1 for Non-Stock bills or not.		
27. Check for Security Deposit, if PO value more than 25 Lakhs.		
28. BG and FDR if submitted by firm as SD has been sent to Accounts department for the safe custody and valid as per terms and conditions of contract.		
29. For Refund of warranty recovery, supplementary invoice along with recovery refund letter and CRN has been submitted.		
30. During passing of warranty recovery refund bills, the concerned recovery ID and the rejection advice no. should be matched.		

4749638/2026/O/o DY CMM/G/BLW

31. In case of bills more than 02 years old check whether PCMM office has recorded the reasoned and speaking detail regarding such delay. And has granted the delay condonation for this bill. During bill scrutiny ensure firms request letter, PCMM approval note, delay condoned letter are submitted. Since bills having invoice date are more than 02 years, GSTR2A should be visible.		
32. To ensure that Mark of Identification is mentioned on Tax Invoice that it is Issued for the Recipient only not for the transporter or any other party.		
33. Bank Account No. and IFSC code of the firm is correct. If not, necessary Modification Advice for the same is to be issued by the executive dept.		
34. In case of bills with multiple R/Note or CRN, a single bill is to be submitted linking all the R/Notes/CRNs through the multiple choice option in IREPS.		
35. For non-stock bills, correct valid work order no. has been incorporated in the PO. If not, MA for the same has been issued.		
36. During passing of GeM Stock bills, the R/Note(s) should be linked in the PO details tab of bill passing module in IPAS.		

24/4/25

Sr.SO(A)/SB

ANNEXURE-4.20

BANK MANDATE FORM

1	Name of the Unit as per Bank Account	
2	Bank Account No.	
3	Account Type (Savings/Current)	
4	Name of the Bank & Address	
5	MICR Code of the Bank Branch	
6	IFSC Code of the Bank Branch	
7	E-Mail address of Bank	
8	E-Mail address	
9	GSTIN ID of firm	
10	PAN NO. of Unit	

Signature with Rubber Stamp (Firm)

Signature with Rubber Stamp (Bank)