

NWR Tender Document

SECTION-I

INSTRUCTIONS TO THE TENDERERS (E-TENDER)

1.0 General:

- 1.1** The Principal Chief Materials Manager, North Western Railway on behalf of the President of India, duly authorized, invites e-bids from established and reliable manufactures or their authorized dealers/authorized agents for the supply of the items as set forth in the “Schedule of Requirements”. The price should be quoted in Indian Rupees.
- 1.2** Tenderers are advised to carefully read all the Instructions, the General and Special Conditions of tender, and Indian Railway Standard (IRS) Conditions of Contract, before submitting their e-bids. By submission of e-bids along with declaration signed digitally, it will be presumed that the tenderer has read, understood and accepted all the conditions of the tender document and those referred therein and undertake to abide by the same.
- 1.3** Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the E-tender documents referred in para 1.2 above as well as schedule of tender, consisting of Techno-Commercial offer Form (including special conditions attached to E-Tender) and Financial offer Form, unless specific deviation is quoted in the Techno-Commercial offer form.
- 1.4** All mandatory field marked with (*) have to be filled in by bidders.
- 1.5** Firms which are not registered on IREPS may refer to Annexure -I in which details of registration procedure on IREPS site are mentioned. They are also advised to refer Annexure -II in which procedure for obtaining CLAS-III digital signature is indicated. Manual offers sent by post/Fax or in person shall not be accepted against such E-tenders even if these are submitted on the Firms letter head and received in time. All such manual offers shall be considered as INVALID offers and shall be rejected summarily without any consideration
- 1.6** The tenderers must fill in the techno-commercial offer form (consisting of eligibility criteria, terms & conditions, performance statement, deviation statement, check list & special conditions etc.), financial offer form and attach scanned copy of all the documents needed as per **Annexures given in this document.**
- 1.7** All the mandatory fields of the Techno-commercial Offer Form and Financial Offer Form (i.e. Rate page) including basic rate, all taxes & duties (including maximum percentage of GST or any other taxes/duties which may become applicable during the currency of Contract), freight and any other charges shall have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be changed or altered by the vendor. Thereafter, all inclusive unit rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor before submission of offer.

Important Note:

All tenderers should note carefully that the entries for rate, taxes & duties, freight and any other levy shall have to be made by them only in the relevant fields as provided in the financial offer form. In case, any entry made by tenderer outside the relevant field, same shall be ignored by the system while

evaluating the offers for the reason that the comparative statement is prepared automatically by the system on the basis of the entries as made by tenderer in the relevant & respective field only. This computer generated comparative statement forms the basis for evaluation of offers, deciding the inter-se ranking of offers and further deciding the tender accordingly. For example, if freight charges are mentioned extra and are not quantified in exact amount in the appropriate column/field, then freight charges shall be taken as nil in the comparative statement prepared automatically by the E-Procurement System. Similarly if the GST, packing charges, forwarding charges etc. are not quantified in exact %age, then these elements like taxes/duties etc. shall also be taken as nil by the system in the comparative statement prepared automatically by the EPS system. It is therefore, in the interest of the vendors to enter the exact %age or Amount in the relevant fields in the financial offer form, failing which any entry made by the tenderer outside the relevant field shall be ignored and considered the same with impact as nil while deciding the inter-se ranking of the offers irrespective of the fact whether the tenderer has mentioned specific rates at some other place in its offer instead of the nominated field. Therefore, it is quite essential for the vendor to note that the entries for rate, taxes/duties, freight and any other levy should not be made anywhere else except in the appropriate field/column provided in the financial offer form.

- 1.8 Tenderer should note that, if any column/field is left blank either in Techno- Commercial Offer Form or Financial Offer Form by them in Electronic Tender SOR, etc, both in respect of technical as well as commercial matters, then it will be treated as NIL deviation by NWR and thereafter no change in those parameters will be accepted/permitted by NWR.
- 1.9 Tender documents are not transferable and their cost if any is not refundable and the same is to be submitted with digital signatures by the pre-authorized personnel of the vendor, already registered with the site.
- 1.10 In case of any contradiction in the terms and conditions appearing in IRS Conditions of Contract and General/Special conditions specified in the tender documents, the latter will prevail.
- 1.11 Regarding GST rate quoting bidders are requested to refer Para 3.3 of Section II of this document.

2.0 Submission of /e-bids:

- 2.1 The individuals signing the tender or any other documents connected there-with should clearly indicate his full name and designation, specify whether he is signing and scan the documents attached with their e-bids :
 - a) As sole proprietor of the concern or as attorney of the sole proprietor;
 - b) As partner(s) of the firm.
 - c) As Director, Manager or Secretary in case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
 - d) An authenticated copy of the document, which authorizes the signatory to commit on behalf of the tender, shall accompany the offer.
- 2.2 The stores, offered should be in accordance with stipulated drawings and specifications in "Electronic Tender Schedule of Requirements". The e-bids should comply with the Instructions to Tenderers, IRS and Special Conditions of Contract. Details of deviations, if any, from tender specification and other conditions should be clearly indicated in deviation statement in techno commercial form during bid process. The Purchaser, however, reserves the right to accept or reject these

deviations and his decision thereon shall be final.

- 2.3** Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender even upto ten days prior to the due date of opening of the tender. Tenderers are also advised to check the website for the purpose of submitting their e-bids or revising their e-bids, whether any such corrigendum to the tender has been issued or not.
- 2.4** REVISED BIDS: Vendors can submit a revised commercial bid any time before the stipulated closing date and time and in such case the last revised bid submitted shall be considered as the bid for the tender, superseding all the previously submitted bids for that item/items of the tender.
- 2.5** The electronic procurement system does not permit submission of any offer after the closing date and time of tenders. Hence, there is no scope of late/delayed offers in the on-line bidding process.

3.0 Earnest Money Deposit (EMD) :

3.1 Earnest Money Deposit (EMD) for Stores Tenders :

3.1.1 EMD amount is required to be paid in all tenders irrespective of the nature of the tender as per the EMD amount mentioned in clause 3.1.3 below or as decided by the purchaser under the policy. There shall be no exemption from submission of EMD for any tender or by any tenderer, except following:

- (a) In limited tenders with estimated value up to Rs 25 lakhs (including single tenders, global limited tenders) except when mentioned in NIT.
- (b) Micro and Small Enterprises (MSEs) registered for the tendered item in terms of Railway Board's letter No. 2010/RS(G)/363/1 dated 05.07.12
- (c) Other Railways and Government Departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.07
- (d) Indian Ordinance Factories in terms of Railway Board's letter No. 92/RSS(G)/363/1 dated 08.04.1993.
- (e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway board's letter No. 2003/RS(G)/779/5 dated 10.09.04
- (f) Vendors registered with Railways for the trade group of the item tendered.
- (g) Vendors appearing on the approved vendor lists of RDS0/PUs/CORE, subject to approval status being valid on the date of tender closing.
- (h) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
- (i) In tenders issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

3.1.2 Offers submitted without EMD shall be summarily rejected.

3.1.3 EMD amount shall be as below:

Estimate value of tender	EMD (rounded off to nearest higher10(ten))
Above Rs. 5 Lakh and up to Rs. 50 Cr	@2% of the estimated value of the tender subject to Max. Rs. 20 lakh.(Exempted LT/ST/GLT up to Rs. 25 lakh of estimated value of purchase)
Above Rs. 50 Cr	Rs. 50 Lakh

3.1.4 EMD of unsuccessful bidders or tenders shall be released immediately after finalization of the

tender.

- 3.1.5 If a tenderer does not furnish the earnest money & is seeking waiver or exemption from payment of EMD he/she shall have to attach scanned copy of requisite documentary evidence in support of their claim and he/she should clearly indicate the category under which the firm is exempted. For the other tenderers, Earnest Money as stipulated in the Notice for Invitation of Tenders (NIT) will have to be paid only online through Payment Gateway link. Following declaration is to be signed by bidders availing exemption from submission of EMD(Except Govt. Departments/ordnance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH). Submitting Offer from any bidder against tender will be considered as signing below declaration.

“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 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”

- 3.2 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.
- 3.3 No interest will be payable by the Purchaser on the Earnest Money Deposit.
- 3.4 All efforts will be made to return the EMD of unsuccessful bidder at the earliest. However no interest will be paid on account of any delay.
- 3.5 For successful bidder EMD will be refunded on receipt of the Security Money. The Earnest Money of the successful tenderer may be adjusted towards part of the Security Deposit and in case where such tenderer furnishes full Security Deposit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit.
- 3.6 **Forfeiture of Earnest Money:** 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 bid or if the successful tenderer fail to submit the Security Deposit as per tender conditions.

4. BENEFITS AND PREFERENTIAL TREATMENT TO MICRO AND SMALL ENTERPRISES:

- 4.1 The Public Procurement Policy on MSE, envisages certain benefits / preferential treatment to Micro and Small Enterprises (MSEs) of their participation in Govt. procurement in reference to the Railway Board's letter No. 2010/RS(G)/363/1 dated 5.7.2012 2010/RS(G)363/1 Pt.I dated 28.12.2018 & MSE Gazette Notification No. 503 dated 23.3.12 of Govt. of India. In order to avail themselves of such benefits and preferential treatments, the MSEs must be registered with any of the following:-
- a. District Industries Centers.
 - b. Khadi and Village Industries Commission.

- c. Khadi and Village Industries Board.
- d. Coir Board.
- e. National Small Industries Corporation.
- f. Directorate of Handicraft and Handloom.
- g. Any other body specified by Ministry of MSME.

4.2 In pursuance of the Public Procurement Policy on MSE, it has been decided that:-

- (i) Tender sets shall be provided free of cost to MSEs registered with the above agencies for the item tendered.
- (ii) MSEs registered with the above agencies for the item tendered are exempted from payment of Earnest Money Deposit.
- (iii) 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 in a situation where L1 price is from someone other than a MSE and such MSE/MSE"s can be together ordered upto 25% of the value out of the net procurable quantity.
- (iv) Overall 4% (in terms of Railway Board letter 2010/RS(G)/363/1 dated 05.07.2012) of procurement of goods and services will be from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target of procurement and earmarked from MSE"s owned by SC/ ST entrepreneurs shall be met from other MSEs.
- (v) 3% reservations for women owned MSEs within the above mentioned 25% reservations.

4.3 MSEs who are interested in availing themselves of the above benefits should attach with their e-bid the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSE indicated above at 4.1. (**with proof of type of ownership claimed in bid**)

4.4 The MSEs must also indicate the terminal validity date of their registration.

4.5 Such Micro/Small Enterprises registered vendors should also state the sub-category to which they belong and submit documentary proof for the same. The sub- categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by other than above two categories.
- (d) Owned by women.

4.6 Failing 4.3, 4.4 and 4.5 above, such bids will not be consideration of benefits detailed in MSE notification No.503 dated 23.3.12 of Government of India. **No back reference will be made in this regard.**

4.7 Traders and agent are not allowed to avail any benefits extended under MSE policy.

5. PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS:

Purchase preference will be given to domestically manufactured electronic products as per the various provisions under the policy issued by Ministry of Communications and Information Technology, Department of Electronic and Information Technology, (DEITY) letter no: 33(3)/2013-IPHW dated 23.12.2013, as amended from time to time and as prevailing on the date of tender opening for procurement of such of electronic products as notified by the Ministry of Railways from

time to time.

5.1. PROMOTE MANUFACTURING AND PRODUCTION OF GOODS AND SERVICES IN INDIA

This Tender complies with Public Procurement Policy Order 2017 dated 15.06.17, 29.05.2019 , 04.06.2020, 16.09.2020 and 25.09.2020.

As per Ministry of Commerce and Industry order no. P-45021/2/2017- B.E.-II dated 15.06.2017, 29.05.2019, 04.06.2020, 16.09.2020 and 25.09.2020 to encourage “Make in India” and promote manufacturing and production of goods and services in India, preference will be given to Class I suppliers as mentioned in policy.

5.2. Definitions: For the purposes of Make in Indian Policy:

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

‘Class-I Local Supplier’ means a supplier or service provider whose goods, service or works offered for procurement has local content equal to or more than 50% as defined under this order.

‘Class-II Local Supplier’ means a supplier or service provider whose goods, service or works offered for procurement has local content more than 20% but less than 50% as defined under this order.

‘Non-Local Supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this order.

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

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

5.3. Eligibility of Class-I local supplier’/Class-II local Supplier/ ‘Non-local suppliers’ for different types of procurement.

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

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

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

5.3A. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 5.3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1,
 - ii) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50% quantity Subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier falls to match the L1 price or accepts less than the offered quantity, the next higher "Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over "Class-II local supplier as well as 'Non-local supplier, as per following procedure.
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier, the contract will be awarded to L1.
 - ii) If L1 is not 'Class-I local supplier, the lowest bidder among the 'Class-I local supplier. will be invited to match the L1 price subject to Class-I local Suppliers quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class- local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible 'Class-I local supplier fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local Supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

5.3 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 LI rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases 'Class II local suppliers' and 'Non local suppliers' may also participate in the beading process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the

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

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

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class I local supplier' within the broad policy guidelines stipulated in sub-paras above.

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

5.5. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class I local supplier' / 'Class-II local supplier' respectively.

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

5.7. Requirement for specification in advance : The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

5.8. Verification of local content :

a. The 'Class-I local supplier' / Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing Cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. In case the bidder do not attach relevant valid certificate with valid UDIN **the offer will be summarily rejected.**

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.

e. Nodal Ministries and procuring entities may prescribe fees for such complaints.

- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that :
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner ;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s) ;
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

5.9. Specifications in Tenders and other procurement solicitations:

a. Reciprocity Clause :

- i. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
- ii. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

6. Specifications and Drawings:

- a. Unless Drawings and Specifications as mentioned in the tender schedule/enquiry / offer form are provided with the tender documents or made available on Railways website for downloading by the tenderers, these may be obtained in the manner shown below:
 - (i) Specification/STR/Drawing of RDSO/ICF/DLW/CLW/ CORE etc may be obtained from the concerned authorities who have issued these, on payment.
 - (ii) Drawings and Specifications framed by Railways may be obtained from the office of the purchaser such as Controller of Stores, North Western Railway, Jaipur. However, in these cases, the tenderers shall have to have to produce the proof of download of tender document while asking for such drawings and specifications.
- b. If any tenderer happens to quote with their own Drawing No./Part No./Specification, then, they shall have to, necessarily, submit copy of all the requisite documents and information in support of their offer being in conformity with the tender Drawing/ Specification. Furthermore, copies of such drawings/specifications/catalogue are also to be enclosed, failing which the offer will be liable to be

rejected.

- c. The offers should strictly conform to the tendered description and drawing/ Specification as given in schedule of requirements and no samples need be submitted unless so mentioned in tender form.
 - d. When samples are required, the same must strictly conform to description, drawing / specification as mentioned. Samples submitted will be considered as supplemental and not in supersession to any specification mentioned and such samples will only be considered in relation to those points / parameters which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply embodying such variation. Hence samples are called for they should be marked, sealed and labeled so as to correspond with the item of the tender. They should be sent "Freight Paid" to the same address as per the tender and arrangements should be made to see that they arrive by the opening time and date of the tender, otherwise, offers are liable to be rejected.
- 6.5. Samples submitted by the tenderers which are of the value of Rs. 100/- or less will be returned to them. For samples valuing above Rs. 100/- the tenderer must state on the tender form if he requires the return of unaccepted samples failing which they will be retained by the purchaser. Unaccepted sample will be returned to firms on application who may arrange collection of the same from PCMM Office.
- 6.6 Firms on whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per terms & conditions of Purchase Order placed on them.

7.0 E-Tender Opening:

- 7.1 No Vendor shall be required to be present in the Railways office for any E-Tender opening Process to know the comparative position. They can obtain totally transparent bid tabulation statement by logging on to the website.
- 7.2 Railways do not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and unavoidable circumstances hence tenders can be opened even after due date and time. It shall, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the stipulated due date and time as given in the tender notice.

8.0 DOCUMENTRY REQUIREMENTS IN SUPPORT OF BIDS FROM MANUFACTURERS / AUTHORISED DEALERS / AGENTS:

- 8.1 Firms who are traders, are required to indicate name & address of manufacturer works and submit the authorization letter from their manufacturer on their letterhead along with the tender in the Performa as in Annexure-V. The material supplied by the traders will be inspected at their Manufacturer premises by the inspecting agency before supply. The manufactures participating directly in tender shall submit the NSIC registration certificate along with offer. The firm who are traders are required to submit the NSIC registration certificate of their principal and authorization letter from their principal manufacturer on their letter head along with the tender in Performa as in Annexure - V. Also the item supplied by the trader shall be inspected at the manufacture's premises by the inspecting agency before supply. The offers received from traders not complying these conditions are liable to be rejected.
- 8.2 For Railway specific items tender specific authorization of OEM is required and for other than Railway specific items general dealership/authorization of OEM is also acceptable.
- 8.3 Non submission/uploading of valid OEM authorization letter will make their offer invalid and offer will be **summarily rejected.**

9.0 Price Basis:

- 9.1** The tenderers should quote their lowest possible price. Tenderers are required to quote in the same rate units (numbers/kilograms/ metres/litres/ kilo litres etc.) as specified in the “schedule of requirement” as available in the e-tender enquiry. Any deviation in this aspect will make the offer to be summarily rejected.
- 9.2** Tenderers should quote firm price. For items where PVC clause is mentioned in the E-tender documents, tenderer should quote strictly as per price indices according to the specified price variation formula
- 9.3** All e-tenders are invited on “FOR destination” basis and hence tenders shall quote on the same basis i.e., the rates quoted shall be for free delivery (door delivery) at respective consignee. In case, the tenderer does not specifically state about the place of delivery in his tender, it shall be assumed that the tenderer shall bear the freight charges and offer is for free delivery at the destination i.e., FOR door delivery at respective consignee. This assumption shall be final and binding on the tenderer and will not be subject to any legal dispute or arbitration in future.

10.0 Validity of the offer:

- 10.1** The e-bids shall be kept valid for acceptance for a minimum period of 90 days from the date of opening of the tender. In case the tenderer stipulates validity period of less than 90 days, the offer may be treated as unresponsive and is liable to be ignored. If necessary, the purchaser may obtain clarification on the offers by requesting for such information from any of the tenderers as considered necessary. Tenderer will, however, not be permitted to revise rates and any other terms and condition of offer which alter substance of the offers after the tenders have been opened.
 - 10.2** The purchaser may ask for the tenderer's consent to an extension of the period of validity of the bid. If the tenderer agrees to the extension request, the validity of EMD submitted, shall also be suitably extended. A tenderer granting the request will not be required or permitted to modify their bid.
- 11.0 Tenderers are called upon to carefully examine the locations of various consignees situated in different states/district and admissibility or otherwise of exemptions offered by the respective State Governments / Local Authorities on interstate Transportation / import of Goods from other states (e.g. Entry Tax / Octroi / Sales Tax etc.) before submitting their offer. It may be reiterated that the total landed cost of goods offered shall, in no case, exceed the sum of various constituents of rates quoted in their original offer.
- 12.0 Purchaser reserves the right to discharge a tender, accept the tender for a part or whole of the quantity without assigning any reasons whatsoever.

GENERAL CONDITIONS OF TENDER

1.0 ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS

1.1 For items not reserved to be procured from approved sources.

- 1.1.1 Bulk or full order will be placed on manufacturers or its authorized agents who are either registered with Railway for tendered item or who has successfully supplied tendered item to Zonal Railway/PU/CORE/PSU/Other Govt. Department (with any revision of Specification/drawing or with different size) in last three financial year and current financial year up to date of tender opening.
- 1.1.2 In case the manufacturer or OEM of authorized agent is approved vendor for bulk order by any PU (ICF/RCF/MCF/CLW/DLW/CORE/DMW etc)/RDSO for the tendered item, the firm will be eligible for bulk or entire order. However, the firm must upload the copy of their valid letter of approval for the tendered item along with their offer.
- 1.1.3 Development order up to 20% of NPQ may be placed on manufacturers or its authorized agent who does not comply condition mentioned in Para 1.1.1 and 1.1.2 and demonstrate the capacity cum capability to manufacturer/supply the tendered item. For this purpose, they must upload necessary documents such as past performance for having supplied similar item, NSIC etc development vendor in any PU (ICF/RCF/MCF/CLW/DLW/CORE/DMW etc)/RDSO list for the tendered item.
- 1.1.4 Purchase Officer can consider the firms for bulk /entire /developmental order duly keeping in view the past performance and capacity cum capability of the firm.
- 1.1.5 The onus of uploading of requisite documents for capacity cum capability and past performance etc. along with their e-offer regarding “Bulk order” or ‘Development order’ lies with the tenderers . In case the necessary documents are not uploaded by firm then the offer is liable to be ignored.
- 1.1.6 In case tenderers participate 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 this will not be considered as performance for placing bulk order in case of change of Principal.

1.2 For items reserved for procurement from approved sources:

- 1.2.1 In case, item is reserved to be procured from RDSO approved sources:-

Following instructions shall apply to procurement of items reserved for procurement from RDSO approved sources only. Existing instructions applicable to other vendor approving nominated agencies shall continue to be followed, unless otherwise specifically stipulated in this instruction

A. Categorization of Vendors

The vendors shall be categorized into following two categories:

- i. Developmental Vendors: Such vendors shall include vendors found by RDSO as capable to develop the item under consideration. Erstwhile Part-II sources of RDSO (as on 31/12/2016, but not yet approved by RDSO), shall also be considered as developmental vendors, till they

complete the pre-defined requirement as to be qualified as approved source. Such vendors shall be listed as developmental vendors by RDSO in RDSO vendor directory. Pre-defined requirement for being qualified as approved source shall be made available by RDSO on their website. New/Untried vendors shall approach RDSO for registration/ approval.

The list of vendors under development by RDSO shall be published by RDSO in same Vendor Directory, duly indicating the quantity and service period to be attained for categorization as an approved vendor. Such information should also be made available by RDSO on their website.

- ii. Approved Vendors: Sources categorized as approved vendors by RDSO.

1.2.1.1 Ordering on the vendors Assessed/Developed /Approved by RDSO

- i) Status to be taken as on tender opening date: The status of the vendor (i.e. approved or developmental vendor) shall be reckoned as on the date of tender opening and not thereafter. However, cases of downgrading/ removal/ suspension/ banning etc., after opening of tender, shall be taken into account while considering the offers.

- ii) Orders on developmental vendors shall be developmental orders and treated as such, specifically, with regard to applicability of liquidated damages for delayed supplies and levy of general damages.

- iii) Quantity Allocation

- (a) Developmental Vendors shall be eligible for developmental order of 20% of NPQ in regular tenders. Total quantity to be ordered on developmental sources shall be limited up to 20% of NPQ(Net Procurable Quantity) in regular tenders.

- (b) Approved Vendors shall be eligible for bulk order, as per predefined tender conditions.

- (c) Where there are not more than three Indian Suppliers categorized as Approved Vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria. Such orders shall be treated as bulk orders.

Indian Supplier shall be as defined in Para 10(e) of Public Procurement (Preference to Make in India) Order, 2017, which is as follows.

A supplier or bidder shall be considered to be from India if (i) the entity is incorporated in India, or ii) a majority of its shareholding or effective control of the entity is exercised from India, or iii) more than 50 % of the value of the item being supplied has been added in India.”

- (d) Where there is no approved vendor for an item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre decided tender criteria.

1.2.1.2 Splitting of Tendered Quantity:

Orders on developmental vendors shall be developmental orders and shall not amount to splitting. Splitting of quantity for bulk order shall be governed by instructions as contained in letter no. 99/RS(G)/779/2 pt. dated 11/02/2016.

1.2.1.3 Negotiation

Negotiation shall be conducted as per extant instructions on the matter. However, there could be a case where, subsequent to conduct of negotiation, offer of approved vendor becomes lower than offer of developmental vendor(s), whose offer(s) were originally lower than the offer of the vendor, with whom negotiation has been conducted. In such cases, quantity distribution shall be with respect to the original rates quoted in the tender. Any counter offer, consequent upon such negotiation with approved vendors, made to developmental vendor shall not constitute negotiation.

1.2.1.4 Inspection:

- i) The present system of inspection of supplies from RDSO approved vendors shall continue.
- ii) RDSO shall continue to do prototype inspection of the items supplied by developmental vendors. The balance supplies executed by the developmental vendors after clearance of prototype by RDSO can be inspected by any agency as decided by the purchaser.

OR

1.2.2 For Items reserved to be procured from BLW/DMW/ICF/RCF/CLW/CORE/PU.

1.2.2.1 As per the policy of procurement, bulk purchase will be made only from those firms who have been approved by BLW/DMW/ICF/RCF/CLW/CORE/PU for such ordering as approved sources either before or on the date of tender opening, to manufacture and supply the item. The tenderers are to enclose copies of such approval letters along with their offers. The status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of downgrading/removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.

1.2.2.2 The developmental order can be given up to 20% of NPQ on unregistered untried sources about whom railway is satisfied that they are capable of executing the order. The 20% quantity will be within NPQ. However there may be some cases of procurement of material where Railway may not be willing to undertake the risk of failure on the part of supplier on whom the developmental order has been placed. In such cases railway may go in to for increase purchase quantity in consultation with finance and keeping in view budgetary and other aspects so that 100% order can be placed on registered/ approved suppliers and quantity not more than 20% of NPQ could be placed as development order outside NPQ.

1.2.2.3 Where there are not more than three Indian suppliers categorized as approved vendor for a particular item, developmental vendors can be considered for placement of bulk order without any quantity restriction. However, while considering such vendors factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc shall be considered in transparent manner, subject to rates being reasonable. Qty allocation among eligible vendors shall be based on pre decided tender criteria, such orders shall be treated as bulk orders”.

- 1.2.3 Whenever tender is floated with purchase restrictions from sources approved by nominated authorities and there exist a suspected cartel situation by approved sources or 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 list, without any restrictions

Note: it may be specifically be noted that approval of vendor as approved vendor only signifies its technical capability to supply the item for which, it has been approved/registered and it is quite likely that such vendors differ in terms of capacity, past performance etc. The quantity to be ordered on approved vendors therefore will be decided on the basis of various factors which includes past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc.

2.0 Price Variation Clause:

- 2.1 Tenderers must submit their bids on fixed price basis only, that is, the quoted prices should be firm and not subject to any variation, unless specified in the e-bid document / tender condition/special condition of tender.
- 2.2 In case of tenders invited without any PVC formula, and offers are received with PVC formula, such offers will be summarily rejected.
- 2.3 In case a tender has been invited with PVC formula, and offers are received with different PVC formula or without PVC formula, such offers will be summarily rejected.

3.0 Goods and Service Tax:

- 3.1 All the bidders/tenders should ensure that they are GST compliant and their quoted tax Structure/rates are as per GST law.
- 3.2 In case the successful tenderer is not registered under CGST/IGST/UTGST/SGST act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority
- 3.3 It shall be responsibility of bidders to quote correct HSN code and corresponding GST rate irrespective of HSN code mentioned (if any) in tender documents.

Whenever bidders quote different GST rates in offer following conditions will be applicable:-

i) The offers shall be evaluated on the basis of GST rate as quoted by each bidder and same will be used for determining of inter se ranking. While submitting the offer, it shall be responsibility of the bidder to ensure that they have quoted correct GST rate and HSN No.

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

iii) Whenever successful bidder invoices the goods at GST rate of HSN number which is different from that 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.

iv) 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 mentioned in the purchase order.

v) 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 SVC as defined in Section 64 A of Sales of Good Act as amended from time to time..

4.0 Delivery Period:

4.1 The delivery period in Store Procurement cases shall be reckoned from the date of issue of Advance PO/Letter of Advance Acceptance/Letter of Acceptance.

4.2 Tenderers should invariably quote firm delivery period as stipulated in Electronic Tender SOR. The firms may note that their offers may likely to be ignored or may not be considered for placement of order if their offered Delivery period is in variation from Delivery Period as specified in tender documents. Thus, while quoting the DP, this aspect may be kept in view by the tenderer.

4.3 In the case of "ex-stock" offers, the dispatch of stores is to be effected within 7 days of the receipt of order. However, wherever the stores are subject to inspection by RITES/RDSO etc. before dispatch, extra time of 3 weeks will be allowed to cover time in inspection.

4.4 In case of delivery by rail, the date on which stores are placed on rail after inspection (i.e. RR/PW B date) will be the date of delivery. In case of local delivery/ outstation dispatches sent by lorry, the date on which materials are actually received/ delivered to consignee will be taken as date of delivery. In all cases, clause 0600 of the IRS Conditions of Contract will have the over-riding effect

4.5 The tenderers should quote the delivery period / delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed no later than the date / period so specified.

4.6 Severable contract & Delivery Schedule:

- (i) The tenderer should note that as contract shall be entered into on severable contract basis only & therefore the PO will also be issued on severable contract basis with delivery of specific units of material shall be completed within each month or within specified period duly taking into account our delivery requirement as mentioned in Para 1 of Electronic Tender SOR as above. It shall not be on an entire contract basis; therefore the tenderer should take note of the same.
- (ii) The tenderer /supplier should note that failure on part of supplier to complete supplies of each installment within specified period or within specified date indicated in PO (which will be placed only on severable contract basis with separate delivery period for each installment), shall be treated as a breach of contract on part of supplier & in such situation Purchaser shall have all rights to take all necessary penal actions (for that installment quantity whose delivery period expired but supplies not made by the supplier) against the supplier as per terms and conditions of the contract .

5.0 LD Clause

In cases of delays of contractual delivery full LD will be levied as below

5.1 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.

6.0 DELIVERY TERMS

- 6.1** The purchaser will prefer free delivery by road at consignee's end and tenderers may indicate freight / delivery charges in their offers. In case an offer is submitted on the basis of **FOR** - Station of dispatch, without indicating freight / delivery charges, the supplier shall agree to dispatch the stores by road on free delivery to consignee on freight pre - paid basis and claim reimbursement of the lower of road / rail freight.
- 6.2** In case an offer on **FOR** station of dispatch is accepted with mode of dispatch by rail, the supplier shall agree to book the stores by goods train for wagonload consignments and passenger / parcel train for smalls. Reimbursement of pre-paid freight element may be obtained through bill.
- 6.3** In case of mode of dispatch by Road date of delivery at consignee end shall be considered as date of delivery. In case of Dispatch by Road FOR Ex works or Station of dispatch will not be acceptable
- 6.4** The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores contracted for are received by the ultimate consignee in good condition at destination.
- 6.5** Advice Of Dispatch Of Stores:-
- 651** The supplier should ensure that Railway receipts /PWB(Parcel Way Bill) under which the material is booked to a Railway consignee are prepared in the favor of ' consignee ' and not ' self failing which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/ PW B along with other documents to paying authority for claiming advance payment . a photocopy of RR/ PWB should be sent simultaneously to consignee
- 652** All dispatch documents i.e. RR/ PWB, Challan, Inspection certificate etc. should be sent to the consignee and copies of advice of dispatch must also be sent to the Principal Chief Materials Manager , North Western Railway, Jaipur .
- 653** The contractor shall submit monthly report concerning the progress of the contract and / or supply of stores to the Purchaser and Consignee. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner.

7.0 PACKING CONDITIONS: - Material should be supplied with packing condition specified in the specification or in SOR, if same is not specified in the specification or in SOR it should be supplied with standard packing which can withstand transit damage, handling and proper storage.

8.0 Guarantee/Warranty: Warranty/Guarantee clauses as per IRS Conditions of Contract will be applicable. In case a different Warranty/Guarantee clause is specifically mentioned in electronic SOR/specifications the same shall be applicable.

8.1 Handling of rejection of pre-inspected items and warranty rejection:

1.1 Cases of rejection will be handled in following manner as per railway board guidelines.

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

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

B. Material rejected in warranty.

The methodology of handling these rejections are dealt with below:

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

- (i) In case of rejection of pre-inspected goods at consignee end, the material rejection advice/rejection memo should be sent by consignee to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract etc. without fail.
- (ii) Financial recovery : In case payment has been made to the firm for the material, the concerned paying authority as per contract should note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.
- (iii) Joint inspection of rejected material will held with pre- inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will have to be completed within 21 days of communication of rejection advice to the supplier (in line with IRS Conditions of Contract Values 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 should be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS Conditions of Contract Clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacementsupply.
- (vi) However, in case of component level rejection in an 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.

B. Material rejected in warranty –

- (i) Material are rejected in warranty in the following situations:
 - (a) The material rejected was issued to the user (shop/shed etc) from its associate stores depot.
 - (b) The material rejected was received by the user from a PU or from a stores depot which is not the associate stores depot of the user.

Cat B(I)(a): For Warranty failure in shop/shed of material issued from its associate stores depot : All warranty claims will be lodged by the associate depot officer after getting the warranty rejection indicated therein. Before lodging the warranty claim the associate depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available with the advice note of return stores. The warranty claim will be processed following procedure indicated in sub-para A(i), (ii), (iii) and (iv) of para 1.1A above except for the following changes. The „rejection advice“ mentioned in para 1.1A(i) will be replaced by the “warranty rejection advice”. The time which can be taken for the completion of modality of joint inspection as per para 1.1A (iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein suppliers have already been taken in to the usage system of Railways. Thus, either the pre-inspection agency or the firm or the railways may like to have more detailed understanding of the failure.

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

- (i). In such cases it may not be convenient for the end user to return the material to the stores depot (against which the original supply was made by the vendor to railway). Thus in all such cases, the warranty rejected material will be kept in safe custody by the end user and the stores depot (which received the original supply) will be advised by the end user about the warranty rejection duly indicating the reason(s) of rejection with a confirmation that the rejected material is under end user's custody.
- (ii). The stores depot (which received the original supply) will raise warranty claim of the firm. Before lodging the warranty claim, the depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available from the end user. The warranty claim will be processed following procedure indicated in sub-para A(i), (ii), (iii) and (iv) of para 1.1A above except for the following changes. The rejection advice mentioned in para 1.1A(i) will be replaced by the „warranty rejection advice“. The time which can be taken for the completion of modality of joint inspection as per para 1.1A(iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken in to the usage system of Railways. Thus, either the pre-inspection agency or the firm or the railways may like to have a more detailed understanding of the failure.

For imported material, the time limit in Cat 1(a) will be 90 days.

- (II). Warranty quantity replacement: The warranty quantity replacement will be accounted under warranty R-note by the depot officer (which raised the warranty claim as in sub-para B(I)(a) above).

Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

- (III) Inspection of the replacement supply against warranty rejection:

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

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

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

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

OR

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

OR

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

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

- (C) However in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee Certificate/internal inspection certificate and consignee's final inspection for both the categories {Cat B(I)(a) and Cat B(I)(b)} of warranty failure.
- (IV) Place of warranty replacement – For warranty replacement of category B(I)(a), in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be the depot which received the original supply. For warranty replacement of failure falling in category B(I)(b) above, an exemption can be made and the place of replacement supply can be indicated by the depot officer (at his option) in the warranty claim notice to the firm to be the end-user's place.
- (V) For warranty replacement of the category B(I)(b), due care will be taken by the end user to ensure that accountal of replacement supply etc. are properly taken care of. After settlement of warranty claim the rejected material will be handed over by the end user to the firm's representative. The end user will also inform the depot officer who raised warranty claim about the replacement.
- 8.2 At the option of the depot offer/end user rectification of the material rejected {under category 1.1(A) and 1.1(B)} may be permitted within railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category 1.1(A) and 45/90 days for indigenous/imported material respectively for rejection of the category 1.1(B). If more time is taken beyond this, applicable ground rent will be levied on the firm.
- 8.3 In order that quantity shortfall due to warranty failure of Cat B.I(a) is made up, the depot officer may prepare an additional demand (equal to the quantity failed in warranty) for procurement once recovery towards warranty has been confirmed by Accounts. Any warranty replacement subsequently made will automatically get reflected in stock and thus there will not be any net extra procurement. It will however ensure timely availability of materials.

9.0 Evaluation of the Offers:

- 9.1** Tenderers are advised to refer to important note under Para 1.7 of section I of this document i.e. instructions to tenderers for filling up of rates, taxes, duties, freight charges and other levies in the financial offer form. Evaluation of offers shall be made on the basis of the comparative statement generated by the EPS system.
- 9.2** Tenders may note that for evaluating the offers to decide inter-se position of the bidders, in case of multi item or single item with multi consignee, the inter-se ranking would be decided item wise and consignee wise as per the total unit rate (i.e. all inclusive rate per unit) until and unless it is otherwise specified in the SOR. Normally NW Railway will prefer to take delivery of materials at the place of respective consignee as specified in bid conditions. However in exceptional circumstances NW Railway may consider delivery of materials at other consignees also as per the merit of the case.
- 9.3** Tenderer should quote clear offer with unconditional discount, if any and the system shall evaluate the bid on FOR/Destination basis and shall show up to the vendor before submitting e-bid. Conditional discounts attached to early payment and early receipt note shall not be considered and such offers shall be ignored. Conditional discount attached to quantity, if any is to be submitted as alternate offer and tenderer should submit multiple alternate offers in such cases.

10.0 **Splitting of tendered quantity:** Whenever splitting condition is applicable same will be mentioned in electronic Schedule of Requirement(SOR):

10.1 Case of no prior decision to split the order-

10.1.1 Normally full order should be place on L-1 firm. However, if after due processing, it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then this aspect should be recorded in TC minutes/ acceptance in direct acceptance cases. The quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters:-

- (i) Past Performance of bidders.
- (ii)Capacity of bidders.
- (iii)Delivery requirements in the tender.
- (iv)Quantity under procurement.
- (v) Vital/Safety nature of the items.

10.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in Para 10.2.2 below

10.2 Case of pre-decided split ordering-

10.2.1 Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items. This splitting will however will be subjected to Govt. of India Policy regarding MSME & “Make in India” mentioned in clause no 4 and 5.2 in section I of NWR tender conditions.

10.2.2 Following provisions (10.2.2(A) to 10.4) shall be applicable in all such cases of pre-decided split ordering:-

Price difference between L-1 and L-2	Quantity distribution ratio between L-1 and L-2
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L-1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shall decide

(A) 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.

(B) Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity - cum-capability, satisfactory past performance of the tenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule viz-a-viz the delivery schedule incorporated in the tender enquire etc. being same/similar) in the manner detailed in the table below”.

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 L-1 rate for assessment of ratio will be the original rate of L-1 firm (suitable for bulk quantity)- say firm "A" - as. Obtained at the time of tender opening.

B(I) If splitting of quantity is required to be done by ordering on tenderers higher than the L-2 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.

B(II) There could be situation when between the lowest firm considered suitable for bulk qty (L-1 firm "A") and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for developmental order quantity. For example, say L-1 firm "A" is Approved firm, L-4 is Approved I firm (and both considered suitable for bulk quantity order) and splitting is to be done between these two Approved firms. But there are two firms identified for developmental order in between who are suitable for developmental order quantity. In such cases, L-1 should be given its proportion based on its rate differential with respect to L-4, (say by this, L-1 gets 65% of NPQ). The balance quantity (say 35% of NPQ) is to be distributed 'among other firms. The balance quantity is to be distributed as follows:

- (a) Allocate the firms identified for developmental order within the overall ceiling of 20% (of 35% of NPQ)
- (b) Allocate the balance quantity to L4 firm.

Since the firms identified for developmental order are being given the order in relation to its lower position w.r.t. L 4 (Approved firm), it will not attract the provision of 'Order on firms identified for developmental order should not be at a higher rate than Approved firm as the reference rate for comparison of L 2 firms identified for developmental order rate is the L4 Approved firm rate.

10.2.3 In case 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 case.

10.3 For cases where the Rlys/PUs has 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 10.2.2 (B) shall apply with the exception that the exception that the aspect of pre-se reasonability will not be applicable.

10.4 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 I Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principle' of Natural Justice and Equity.

11.0 Cartel Formation: In cases where cartel is suspected among approved sources, the purchaser shall be at a liberty to exercise the following.

- 11.1** Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- 11.2** Firms are expected to quote for quantity not less than 50% of tendered quantity. Offers for a quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. Purchasers, however, reserve the right to place order on one or more firms for any quantity.
- 11.3** The firms who quote in cartel are warned that their names may be deleted from list of approved sources. In addition, Railways will refer such cases to the Competitive Commission of India for necessary penal action as it is considered necessary by the commission.
- 11.4** Should a tenderer have a relative employed in Gazetted capacity in the Stores department of the North Western Railway or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner be employed in Gazetted capacity in Stores Department of North Western Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender is liable to be rejected, or if such fact subsequently comes to light the contract may be rescinded.

12. Security Deposit (SD)/Performance Security for Stores Contracts:

- 12.1** All tenders/ contracts issued/ concluded till 31/03/2023 shall have performance security as per existing instructions or 3 % whichever is lower.
- 12.2** There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following :
- The store contract cases of value up to Rs. 25 (twenty five) lakh.
 - Other Railways and Government Departments in terms of Railway Board's letter No. 2004/RS(G)/779/11 dated 24.07.2007.
 - Indian Ordinance Factories in terms of Railway Board's letter No.92/RS(G)/363/1 dated 08.04.1993.
 - PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board's letter No. 2003/RS(G)/779/5 dated 10.09.2004.
 - 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.
 - Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for order valued up to their monetary limit of registration.
 - Vendor appearing on the approved vendor list of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
 - Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

Note : Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railways shall record poor performance of the vendors for taking suitable penal action as per extant instructions.

- 12.3** Security Deposit (SD) amount shall be as below :

S.N	Contract Value	SD amount (rounded off to nearest higher Rs. 10 (ten))
1	Above Rs. 25 lakh and up to 50 Cr.	@ 3% of the contract value subject to Max. Rs. 50 lakhs.
2	Above Rs. 50 Cr.	Rs. 1 Cr.
3	For bidders who are disqualified for SD exemption during period of their disqualification.	a. Up to 25 lakhs @ 3% of the contract value. b. Above 25 lakhs as per above S.N 1 & 2.

- 12.4 Railways are permitted to raise the upper ceiling for SD, up to 10% of the contract value in high value cases.
- 12.5 In all contracts entered into with the reduced percentage of Performance Security of 3%, there will be no subsequent increase in Performance Security even beyond 31/03/2023.
- 12.6 Security Deposit (SD) shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations.
- 12.7 The successful tenderer shall have to deposit SD within 21 days of issue of Letter of Acceptance.
- 12.8** All vendors, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as below. Submitting Offer from any bidder against tender will be considered as signing below declaration.
- ““I/ we hereby understand and accept that if / 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, 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 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.”
- 12.8.1** **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.**
- 12.8.2 Authority competent to approve the disqualification shall be the tender accepting authority not below the level of SAG including SAG officers in the field units namely CMM, ADRM, CWM, CAO CPM, subject to PHOD/CHOD having full powers to approve disqualification.
- 12.8.3 This Para shall not be applicable for Govt. Departments/ordnance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.
- 12.9 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. Purchaser should ensure that the contracts are worded so as to conclude severable contracts for each lot. In case of failure by contractor to meet deliveries for any lot. Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot. Authority available to Consignee/Depot Officer vide Para 27 & 28 of Railway Board’s letter no. 88/RS(G)/779/14 pt dated 06.01.17 shall continue.
- 12.10 Risk purchase clause shall not be applicable.
- 12.11** **Firms who are not willing to submit security deposit should clearly mention this deviation in their offer itself otherwise it will be treated as agreement on firm’s part to railway terms and conditions in this regard. Offers of firms who are not willing to submit the security deposit are liable to be ignored, until unless specifically exempted as per extant rules.**

- 12.12 SD should be furnished in any one of the following forms:
- a. Deposit Receipts (dully marked **as auto renewed and dully discharged**) , Pay Orders, and Demand Drafts, in favour of “Financial Advisor & Chief Accounts Officer, North Western Railway, Jaipur.
 - b. Online/Offline Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks.
 - c. Bonds of Indian Railway Finance Corporation or KRCL Bonds.
 - d. Government Securities and
 - e. A deposit in the Post Office Saving Bank.
- 12.13 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.
- 12.14 Bank Guarantees (BGs) to be submitted by suppliers/ contractor should be issued on SFMS platform using message type IFN 760. The message will be sent to the beneficiary’s bank/advising bank through SFMS.
- 12.14.1 A hard copy of bank guarantee clearly indicating that it is as “ COPY ONLY” may be handed over to the applicant for their use e.g. for attaching it with any Bid Documents.
- 12.14.2 The advising bank will print the bank guarantee on stamp paper of required value or pay the required Stamp Duty by other means and then deliver the Bank Guarantee to the Beneficiary.
- 12.15 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

13 Inspection:

- 13.1 Tenderer should note that the supplier shall have to give a written communication of each inspection call to the concerned inspecting agency e.g. RITES/ RDSO/NWR well before the expiry of contractual DP duly taking into account the transit time needed to reach the material finally at site as per terms and conditions of purchase order. Thus the inspection call should not be made at the fag end of delivery period in terms of IRS conditions of contract. Also the copy of each inspection call of materials must be sent by the supplier to the ultimate consignee & PCMM/NWR both by E- mail & fax (and through Speed post where E-mail/fax is not available).
- 13.2 Stores shall be dispatched directly from the premises of the manufacturer to the consignee after inspection and acceptance by the nominated inspection agency. Manufacturer’s Test and Guarantee Certificate, wherever applicable, will be submitted with each lot of supplies.
- 13.3 The inspection agency will not inspect the material where the material does not have the date of manufacture and name of manufacturer on material.
- 13.4 Material peculiar to railways, such as, parts and fittings of rolling stock except raw materials, which have been found rejected by the inspecting agency and could not be rectified during inspection, are required to be defaced by the inspection authority to avoid recycling of such rejected material and to avoid ultimate failure of assets. All such rejected materials peculiar to railways should be mechanically defaced to prevent sale to railways again.

- 13.5 Third Party Inspection by RITES/RDSO or any other agency will be conducted at the manufacturer's premises and change of inspection place to warehouse or godown is not desirable. Firm should mention in its offer the name and clear address of manufacturer.
- 13.6 **Wherever the inspecting authority is specified in the tender documents, tenderers are advised to quote accordingly. Offer with any deviation from inspection clause mentioned in tender will be summarily rejected.**

14 Identification Mark:

- 14.1 All manufactured stores must carry identification mark of the manufacturer and month/year of manufacture in embossed form at the location specified in drawing/specification. In case this is not mentioned in drawing or specification, the location should not be subject to wear and should not affect the functionality, utility, operation and structural stability of the item. Inspecting agency and consignee will be entitled to reject the supplies not conforming to this clause.
- 14.2 If during the aforesaid period, the said goods /stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk.
- 14.3 If the contractor / seller so desires, the rejected goods may be taken over by his or his authorised dealer for disposal in such manner as he may deem fit within a period of 2 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, 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 stores" and "failure" and "termination" and clause 3100-02 of IRS conditions of contract shall apply.
- 14.4 The contractor / seller shall, if required, replace the goods or such portion thereof as have been rejected by the purchaser, free of cost dully inspected by the inspecting authority as per the contract, at the ultimate destination, or at the option of the Purchaser, the contractor / Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under the contract or otherwise.
- 14.5 Suppliers are advised to ensure that the materials are invariably stamped with manufacturer's, name, month and year of manufacture as may be detailed in the drawing/specification of material, so that warranty can be correctly acted upon.
- 15.0 **Road Permit:** The tenderer / supplier should note that for getting road permits for making dispatches of material by road (after receipt of purchase order), they must send a written intimation at least 30 days in advance before likely date of dispatch of materials, duly indicating no. of road permits required, the approximate quantity with brief description of item etc. and this written intimation must be sent to the ultimate consignee both by fax & E-mail (where E-mail /fax is not available, communication for such matter must be made by speed post). However, the supplier are at their liberty to make telephonic calls in this respect also to the concerned person as indicated above, but sending the intimation both by E-mail and by fax (or by Speed post where E-mail/fax is not available) is must. The supplier shall also note that before asking additional no. of road permits from the concerned ultimate consignee, the supplier shall have to ensure that all earlier issued road permits against a particular purchase order has been used by them for that particular consignee of NWR or else all unused road permits must be returned by them to the concerned officer (who have issued such road permit) but well within its validity period. In case any supplier does not fulfills this condition after entering into the contract, then the ultimate consignee shall be at liberty to take a final decision regarding issue of further road permits to

such defaulting supplier (i.e. whether to issue further road permits or not) & then for any delay on this account (i.e. non-issue of road permit by consignee etc.), such defaulted supplier only will be held fully responsible. Firm should note that immediately after receipt of PO, they should obtain complete postal address, E-mail, fax no. etc. of all ultimate consignees for communication. Tenderer should note that, failure to comply above instructions by the supplier after receipt of PO (as these condition will also be the part of the contract) will be considered as adverse performance of the firm by NWR

- 16.0 Payment Terms:** The standard payment terms subject to recoveries, if any, under the liquidated damages clause in the IRS Conditions of Contract will be as under :-
- 16.1** Payment for the Stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.
- 16.2** 95% payment 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.
- 16.3** For 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.
- 16.4** However, in this connection it is to be made clear that for orders valuing upto Rs. 5 lakhs, no advance payment will be made and only 100% payment will be made against receipt and acceptance of the material by the consignee i.e., against Receipt Note.
- 16.5** However, in deserving cases only, 98% / 2% payment can also be considered within the framework of extant rules and procedures.
- 16.6** Payment through NEFT/RTGS: Tenderers are required to give consent in a mandate form (given in Annexure-VIII) for receipt of payment through EFT/ECS.
- 16.7** Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank name, Branch Name & Address, Account type, Bank A/c No. and Bank & Branch code as appearing on MICR cheque issued by bank.
- 16.8** Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information .
- 16.9** In case of non-payment through ECS/EFT or where ECS/EFT facility in not available, payment will be released through cheque
- 16.10** Payment for the stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract. In cases where Price Variation Clause (PVC) is part of the contract, a working sheet supported with documents in support of the PVC must be submitted at the time of claiming any payment. No payment shall be made without PVC working sheet .
- 16.11** For PVC payment in the cases where supply is made in the extended period of delivery period (DP) (with or without LD), price variation as applicable on the terminal date of the original DP is payable however if there is a decrease in price due to PV clause the same shall be applicable.
- 16.12** Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract :
- i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form and submitted in duplicate to the Financial

Adviser and Chief Accounts Officer, Stores Accounts Branch, North Western Railway, Jaipur

- ii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of dispatch / delivery etc. as per terms of the contract to the FA&CAO / Stores Account Branch, Jaipur, endorsing a copy of the forwarding letter to the PCMM as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

16.13 For materials supplied against orders placed for direct dispatch to the consignee on the Railway on non- stock basis i.e. other than those cases mentioned in clause 16.12 above, the supplying firm will prepare their 100% payment bills in duplicate, in ink on prescribed forms and submit the same as under :-

- (i) One copy of the bill marked, " ORIGINAL " with all dispatch documents as per terms of contract directly to the consignee.
- (ii) Another copy of bill marked "DUPLICATE NOT FOR PAYMENT "to the Controlling Officer of the consignee mentioned in the Supply Order.
- (iii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Direct Dispatch order, the suppliers will submit advance payment bill (in duplicate) along with the documents as per para 16.12 (ii) above to the Accounts Officer of the consignee indicated in contract . ORIGINAL copy of the balance payment bill should be sent to the consignee and " DUPLICATE NOT FOR PAYMENT "copy to Controlling Officer of the consignee as Specified in such Supply Order.

16.14 The Supplier is also required to furnish the following certificate on their bill for advance payment . "We have personally examined and verified and do hereby certify that stores in respect of which payment is being claimed have been actually dispatched under RR/ PWB no. dt. and further that these goods are the exact materials as indicated in challan no. dt. and covered by inspection certificate no dt We also certify that the above referred challan, RR/ PW B and inspection certificate have been sent to consignee by Regd. Post / Speed Post on We shall hold ourselves personally responsible for correctness of this statement . "

16.15 The firm should submit their bills only for the supplies made by them during the scheduled delivery period or as extended from time to time. For supplies made after expiry of scheduled delivery period, firms should first obtain necessary extension of delivery period from the competent authority before submission of their bills.

16.16 The format of bill for store supplies is available on public website of N W Railway .

16.17 The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the Purchase Order . The Bills should be signed and pre - receipted with revenue stamp. All corrections should be attested. Correction Fluid should not be used on Bill at all. Rate and Quantity should be mentioned both in figures and words. Status / category of Bill should be mentioned i. e. whether Advance/ Balance / 100% / PVC etc . All Columns of Bill should be properly filled i. e. Vendor Code, Bank Account No. and Branch, Purchase Order No. / Contract No. , Date, PL No. etc. Wherever PVC is applicable, basis of PVC may be given, with relevant documents. Copy of Amendment letter issued by Stores Department , if any be enclosed. Transport Receipt / Challan for freight charges should be enclosed along with the bills.

17.0 Option Clause: In the tenders for fixed quantity contracts for procurement of materials of which the requirement are of continuing nature and tender value is more than Rs. 75 lakhs, the following conditions will apply

17.1 The Purchaser reserves the right to vary the ordered quantity by (+) 30% at any time, till final delivery date of the contract, by giving reasonable notice , even though the quantity ordered

initially has been supplied in full before the last date of Delivery Period & similarly the Purchaser reserves the right to vary the ordered quantity by (-) 30% or the quantity unsupplied whichever is less at any time, till final delivery date of the contract, by giving reasonable notice.

- A) **“Reasonable notice”** as mentioned above Para 17.1, 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 amendment to the contract will suffice.
- B) The purpose of **“Reasonable Notice”** for exercise of (-) 30% Option Clause consequent to decrease in prices subsequent to the placement of contract should be served by giving a reasonable opportunity to the contractor to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 30% quantity, whichever is less. Here also, no consent from the contractor towards exercise of the contractual Option Clause is necessary.
- C) In case Delivery Period is extended in a contract with (+) 30% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

18.0 Dispatches by Road:

- 18.1** The tenderer should note that the supplier are supposed to quote delivery by road (only in exceptional cases, delivery by Rail will be accepted by NWR) and that too on FOR destination basis only for each consignee as given in the Electronic Tender SOR duly indicating separate freight elements for each consignee of Electronic Tender SOR. Tenderers are requested to refer to important note below Para 1.7 of section I of this document for quoting the freight charges on the financial form.
- 18.2** It shall also be entire responsibility of supplier to arrange truck /trailer etc. at their end for dispatches of materials by road and NWR shall not provide any assistance in this matter and no delay on part of the supplier on this account w.r.t. delivery of material shall be considered as a valid reason to extend the contractual DP / waive penalty etc. by the purchaser.
- 18.3** Intimation regarding dispatches of material:

The tenderer should note that the supplier shall have to give a written/telephonic intimation either at the time of making dispatches or immediately after the dispatches of material (i.e. preferably within 48 hours of dispatch of materials) the ultimate consignee so that the ultimate consignee can make necessary arrangement for unloading the material at site.

19.0 Progress report:

- 19.1** The tenderer should note that the supplier after getting the purchase order, shall have to furnish details of dispatches made during each month to the ultimate consignee & PCMM/NWR both by E- mail & fax (or through Speed post where E-mail/fax is not available) and such information should be sent positively within last week of each month, so that proper planning of materials may be done by NWR.
- 19.2** In addition, the supplier shall have to intimate in writing their next two months program of likely dispatches positively within last week of each month with full details i.e. quantity likely to be manufactured and going to put up for inspection etc. duly indicating PO number, brief description of items, approximate quantity,. etc., to the ultimate consignee, & PCMM/NWR both by E-mail & fax (or through Speed post where E-mail/fax is not available).
- 19.3** Tenderer should note that, failure to comply above instructions by the supplier after receipt of PO (as these condition will also be part of the contract) will be considered as adverse

performance of the firm by NWR.

20.0 Production capacity & past performance:

20.1 The tenderer should indicate their total monthly / annual production capacity of the tendered /similar items duly indicating the number of purchase orders (as received from government unit /PSU/Zonal Railways etc.) pending with them for tendered or similar item (i.e. which are yet to be executed by them).

20.2 The tenderer should also furnish full details of such pending order (i.e. for tendered or similar items) as received from PSU /other government units / zonal Railway with their offer i.e. PO number, brief description of item, order quantity, contractual delivery period, value of purchase order, quantity supplied and quantity due etc.

20.3 The tenderer should also furnish detailed information with respect to their past performance

21.0 Settlement of Disputes: For any dispute clause no. 2900 of IRS condition duly modified vide Railway Board letter No 2018/TF/CIVIL/Arbitration Policy dated 12.12.2018 Annexure-A will be applicable.

22.0 Compliance of Restrictions under Rule 144 (xi) of GER2017:

Restrictions on procurement from a bidder of 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, if the bidder is registered with the Competent Authority. The competent authority shall be as per Ministry of Finance. Department of Expenditure, Public Procurement Division office memorandum no.6/1812019 - PPD dated:-23-07-2020 or as amended by Ministry of Finance.
- (ii) "Bidder"(seller/Service Provider) means any person or firm or company, including any member of consortium or joint venture (that is an association of several persons, or firm or companies), every artificial juridical person not falling in any of the descriptions of Bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this order means:-
 - a. An entity incorporated established or registered in such a country; or
 - b. 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 a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. An 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 exercise 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 right or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent (15%) 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 hold the position of senior managing official;

- 5 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee , the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (v) An agent is a person employed to do any act for another, or to represent another in dealing with third person.
 - (vi) The successful bidder shall not be allowed to sub contract works to any contractor is registered with the competent authority.

Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the law.

SECTION – III

SPECIAL CONDITONS FOR PROCUREMENT OF M&P ITEMS (MACHINERY AND PLANT ITEMS)

1.0 Validity of the offer:

The bid shall be kept valid for acceptance for a minimum period of 150 (One hundred fifty only) calendar days from the date of opening of tenders (inclusive of tender opening date), within which period, the tenderers shall not withdraw the bid. Bids with shorter validity are liable to be considered as unresponsive to Railway's requirements and liable to be rejected.

2.0 Technical Compliance: The tenderers should give para-wise comments on the technical specification to indicate whether the equipment offered fully meets the tender specifications. The offer should be accompanied with complete details of technical parameters. Tenderers should note that no deviation will be accepted on major technical parameters under heading of major technical specification parameters as given in tender specification if any. Such offers shall be summarily rejected without any back reference. Therefore, any deviation to tender specification by the tenderer must be indicated in clearly in technical deviation statement during bid process.

3.0 Authorization Letter: In case the tenderer is an agent of the manufacturer, they should clearly indicate the same and also enclose current authorization certificate from the manufacturer to this effect on the letter head of manufacturer in the Performa attached as Annexure-V and also mention the place where the equipment will be offered for pre inspection before dispatch.

4.0 After Sales Service: The tenderers should confirm that they will render quick after sales service during the warranty period of the machine and also advise details of their after sales net - work/ office which render the said service

5.0 For each consignee as specified in SOR bidders are required to quote on FOR destination price basis only duly indicating the freight element.

6.0 Commissioning & Proving Test:

6.1 The contractor shall arrange commissioning of the equipment at the consignee premises. The tenderers shall carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning, to the entire satisfaction of the consignee. The tenderer should quote total lump sum commission & installation charges for each unit of equipment. This commission & installation charges will also be added in their quoted total unit rate for the purpose of inter-se ranking, where commission & installation is required to be borne by the tenderer as per tender specification.

6.2 The Contractor or his agents shall commission the machine within stipulated time as shown in the contract. This time period will be counted from the date of intimation from the consignee in respect of readiness of the site for commissioning in cases where the machine is to be installed by the consignee. This will include the time for installation in cases where installation is also to be undertaken by the contractor.

- 6.3** 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 and the Contractor shall be liable to pay liquidated damages at the rate of 0.5% of the total contract value for each and every week or part thereof for which commissioning is delayed, provided that the entire amount of liquidated damages to be paid 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.
- 6.4** Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the Clause 6.3 above.
- 7.0 Warranty:**
- 7.1** Warranty period for M&P will be 24 (twenty-four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (two) weeks will be allowed for attending and rectification of faults during the warranty period.
- 7.2** 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.
- 7.3** 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.**
- 7.4** 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 Warrantee Guarantee Bonds. In such cases the bad performance of firm during the warranty period, the same would be recorded and circulated to all Railways. The same would be given due regard in deciding future orders on the firm and when evidence to the contrary is not available; the firm's offer may be even rejected.
- 7.5 Warranty Bank Guarantee:** For items like machinery and Plant, Costly equipment, capital spares, the tenderer will have to furnish a warranty Bank Guarantee of 10% of Material value to cover their warranty obligation. The Format of the Warranty bank guarantee is given in Annexure-VII.
- 8.0 Annual Maintenance Contract:**
- 8.1** 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 wherever tender specification specify need of AMC. The scope of AMC will include preventive and breakdown maintenance. AMC charges include all cost of personnel, spares etc. except the cost of consumables required for day-to-day operation and daily maintenance checks.
- 8.2** Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.

- 8.3** The charges of Annual preventive maintenance schedule for five years along-with the cost of items to be used in preventative maintenance schedule during these five years are payable to supplier and sum total of these charges and commission & installation charges (if required to be done by tenderer as per tender specification) would also be included in the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.
- 8.4** Tenderers are required to give the cost of essential spares and service charges for each items of work of repair of M&P outside preventive maintenance contract. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.
- 8.5** The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.
- 8.6** 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.
- i)** The AMC payment terms will be linked to the performance parameters viz., maximum downtime and maximum response time as also penalties for failure to adhere to the same. **The maximum downtime and maximum response time and also penalties for failure to adhere to the above are specified in the technical specification.**
 - ii)** The tenderers should quote AMC rates for each of five years. The AMC prices for each year shall be firm. **The AMC charges will 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.
 - iii)** In order to equitably compare different AMC charges for different years, the concept of NPV (Net Present Value) is used at a pre-determined rate of discounting to bring the AMC charges at the same footing in the assessment of FOR destination price.
 - iv)** The post-AMC maintenance of machines will be dealt with by the end user. 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.
- 8.7 The rate of discounting and NPV calculation is furnished below:**

Calculation of NPV (Net Present Value) at rate of 10% discounting for five years for comparative evaluation of AMC offer in order to equitably compare different AMC charges for different years at the same footing in the assessment of FOR destination price.

$$\text{FORMULA: NPV} = P \{ 1 + r/100 \}^n$$

Where r = rate of inflation n = number of years

P = AMC cost quoted for nth year

NPV= Net Present Value

If offered value of P for 1st year is say Rs.100/- and if rate of inflation is 10% Then $NPV=100/(1+10/100)^1$
=90.91

NPV factor for Rs. 100/- = 90.90

Then NPV factor = 90.90/100 = 0.9091.

Similarly NPV factor for second, third, fourth and fifth year is calculated & shown below:

S.No	Year	Cost in	PV factor @10% per annum	Total Cost of AMC after discounting factor in
1	First year AMC cost	P1	0.9091	P1 x 0.9091
2	Second year AMC cost	P2	0.8264	P2 x 0.8264
3	Third year AMC cost	P3	0.7513	P3 x 0.7513
4	Fourth year AMC cost	P4	0.6830	P4 x 0.6830
5	Fifth year AMC cost	P5	0.6209	P5 x 0.6209
TOTAL COST				P

NB: 1) The total AMC cost will be calculated after multiplying the quoted rates with PV factor i.e., after discounting annual cost @ 10% per annum.

2) In above table total cost “P” after calculation shall be taken for evaluation of financial ranking.

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

10.0 Maintenance Manual & Spare Parts : Contractor is required to supply 2 copies of operation and maintenance manual and lists of Spare parts along with the equipment.

11.0. Payment terms

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

- (a) 80% of the payment on proof of inspection certificate and Rail/Road Challan duly signed by the gazetted officer of the consignee as proof of receipt of equipments in good and sound condition 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 & acceptance of the equipment by consignee, subject to submission of bank guarantee for an amount of 10% of contract value, value as warranty security valid for 6 months beyond warranty period.

Important notice to Vendors not registered on IREPS for Participation in E tenders floated on IREPS site

Tender case no. _____ due on _____ at _____ hrs.

Brief Description of stores

1. Please note that the bids/offers against above tender case of this Railway have been invited electronically to be submitted in Electronic format available on website www.ireps.gov.in
2. The bid submitted manually shall not be accepted at all. So, all the prospective bidders are requested to submit their offer electronically only in the format available on website ww.ireps.gov.in.
3. For submitting the offer electronically, the tenderers are required to have their class III Digital Signatures Certificate and registration on Indian Railways E Procurement (IREPS) website ww.ireps.gov.in.
4. It may be noted that it shall be the sole responsibility of prospective bidders to get themselves registered on IREPS website and to submit their bid electronically prior to due date. North Western Railway shall not extend due date of tender opening for any delay on part of the bidder in obtaining digital signature and registration on IREPS site and later on PCMM/NWR/JP shall not entertain any complaint for not giving opportunity to the tenderer to quote against this E-tender.
5. The vendors are also requested to read the Vendor user manual available on IREPS website and familiarize themselves with the electronic tender process.
6. Following officers are nominated for assisting the vendors willing to participate in e-procurement process:

S.No.	Designation	Telephone	Email ID
1	Dy. CMM -I	0141-2725955	dycmm1@ nwr.railnet.gov.in
2	SMM-I	0141-2725960	smm1@nwr.railnet.gov.in

Procedure for obtaining Class III digital signatures for participation in tender of NWR through e-procurement.

1. Vendors desirous of Registration on IREPS website www.ireps.gov.in, have to obtain class III digital signatures as a prerequisite for registration.
2. The digital signature is a tool required for authentication of person who is signing and submitting the document electronically on the website.
3. The type of digital signature required for participation in the tenders of IREPS is a “Class III digital certificate”.
4. The digital certificate can be purchased by vendor from any of the Certifying Agencies authorized by Controller of Certifying Agencies (CCA) on payment of charges.
5. The details of the Certifying Agencies for selling of digital signatures are available on website of CCA .www.cca.gov.in
6. Vendors are requested to contact any of the Certifying Agencies for purchase of digital signature and then submit its request for registration on website of IREPS
7. After having obtained class III Digital Signatures, the vendors may click on the “new vendors” link on IREPS website www.ireps.gov.in which will open a form for registration on the website. Vendors are requested to fill the complete details along with details of digital certificate on this registration form and submit.
8. The registered vendors shall be sent their “user name” and “password” in their e-mail by CRIS for logging on the website of IREPS
9. Thereafter, new registered vendors can submit their offers after logging on the website using their digital signatures certificate.
10. In case any problem is faced during registration on IREPS website then help can be obtained from help desk CRIS(Centre for Railway Information System) which is being maintained at IREPS website by contacting at following telephone numbers:

I. 011-24105180

II. 011-24102855

Alternatively an e-mail can be sent to help desk of CRIS at following e-mail address:
helpdesk.eps@cris.org.in

Contacts details of officials of CRIS are as under:

I. Shri Rajaram Prasad , GM/Project
Tel. No. 011-23379934

II. Shri S.S. Mathur, DGM/Project
Tel. No. 011-24104525

11. Further help can be taken from the officers mentioned in Annexure-“A” in regard to any problem related to purchase of digital signatures, registration on IREPS website and submission of offers for e-procurement tenders

ANNEXURE - III

PROFORMA FOR PERFORMANCE STATEMENT
(For a period of last 3 years)

Tender No.....Date of opening.....

Name of tenderer.....

Order				Actual	Reasons
Placed By (Full address of Purchaser)	Purchase Order no. & Date	Unit price, ED,CST/GST & FOR terms	Date of delivery as per contract	date of delivery	for late delivery (if any)

Signature and seal of

the manufacturer / Tenderers

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

**Tender No.....Date of
Opening.....Time.....Hours**

Name of the Firm
.....

Note: All details required only for the items tendered:-

1. Name & full address of the firm.
2. Telephone & FAX No. Office/Factory/Works.
3. Telegraphic and E mail address.
4. Location of the manufacturing factory.
5. Details of Industrial Licence, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.(Monographs & Description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw material held.
9. Production capacity of 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 Equipment etc.
11. Details of staff.
 - 11.1 Details of technical supervisory staff-in-charge of production & quality control
 - 11.2 Skilled labour employed.
 - 11.3 Unskilled labour employed.
 - 11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application
12. Whether stores are tested to any standard specification, if so, copies of original test Certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi. If so, furnish full particulars of registration; period of currency etc.
14. Are you a Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the

Manufacturer / Tenderers

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....Dated.....
To

**The PRESIDENT OF INDIA,
Acting through the Principal Chief Material Manager North
Western Railway,
Malviya Nagar
JAIPUR**

Dear Sir,

Subject : PCMM/N.W.Rly./Jaipur's Tender

No.....

We an established and
reputed
manufacturer of having factories at
.....do hereby Authorize M/s
.....(Name
and address of Agents) to represent us, to bid, negotiate and conclude the contract on our
behalf with you against Tender No.....
No company/firm or individual other than M/s.....
are authorized to represent us in regard to this business against this specific tender. Yours
faithfully,

(NAME)

for & on behalf of M/s.....

(Name of Manufacturers)

Note : This letter of authority should be on the Letter -Head of the manufacturing concern
and should be signed by a person competent and having the power of attorney to bind
the manufacturer.

PROFORMA OF ONLINE/OFFLINE BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref..... Dated.....

Bank Guarantee No.....

To

**The PRESIDENT OF INDIA,
Acting through the Principal Financial Advisor (Earlier Designated as FA&CAO)
North Western Railway, Malviya Nagar,
JAIPUR**

1. Against contract concluded by the Advance Acceptance of the Tender No.....

dated.....covering supply of.....

(hereinafter called the said contract entered into between the President of India and.....(hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we,

.....Bank Ltd., are holding in trust in favour of the President of India, the amount of..... (write the sum here in words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract an/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

2. We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.(viz. the date upto 3 months after the date of the last dispatch / delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us.....

.....Bank Ltd.), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....Bank/Ltd., by the President of India (Govt. of

India) before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).3. It is fully understood that this guarantee is effective from the date of the said contract and that we

.....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India.)

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

5. We.....Bank Ltd., further agree that the President of India (Govt. of India) acting through PFA/NWR shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercise able by the President of India (Govt. of India) against the said Contract and to forbear or enforce any of the terms and conditions relating to the said contract and weBank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any for-bearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee

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

Date
Signature.....
Designation.....
PlacePrinted
Name.....
Witness.....
.....

.....
(Bank's common seal)

PROFORMA FOR WARRANTY GUARANTEE BOND

To:

The President of India
Acting through
Principal Chief Materials Manager,
North Western Railway
Jaipur.

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..... hereinafter called the “Sellers” have agreed to sell to you (hereinafter referred to as the “Government”) _Nos. of (give description) as per contract one of our constituents, 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 o f 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 and ertak e and guarantee to pay to the Government of India or at such other place as may b e determined by you forthwith on demand and without any demur, any sum up to a maximum amount of) representing 10 per cent of the (Rs. value of the Stores dispatched 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 Government whether any default has occurred or as been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.
6. Government shall be at liberty, from time-to-time, to grant or allow ex tension 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 o r 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 e Sellers in an y 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 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 dated or R/ R No. 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. up to (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.

DatePlace

..... Signature

.....

Printed Name

.....

Witness

.....

Read and Accepted.

Signature of Tenderer

(Designation)

(Banks

common

Seal)

Annexure

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

From: M/s. Date:

To:

FA & CAO/WST
North Western Railway Jaipur

Sub : NEFT payments.

We refer to the NEFT being set up by Railways for remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account No.

Name of City

Bank Code No.

Branch Code No.

Bank's Name

Branch Address

Branch Telephone / Fax No.

Supplier's Account No.

Type of Account IFSC

code for NEFT IFSC

code for RTGS

Supplier's name as per Account

Telephone no. of supplier Suppliers

E-mail ID

Confirmed by Bank

Signature of supplier with
Stamp and address

Enclose a copy of crossed cheque

2900: SETTLEMENT OF DISPUTES

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

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

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

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

The conciliation proceedings shall be terminated:

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

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

2903 : Demand for Arbitration:

2903(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if the Railway fails to make a decision within 120 days (as referred in 2902), then and in any such case, but except in any of the "excepted matters" referred to in Clause 2902 of these Conditions, parties to the contract, after 120 days but within 180 days of their presenting their final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration. Provided that where the claim is raised by Railways para 2903(i) shall not apply.

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

2903(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation Act 1996 (as amended), if they agree for such waiver in writing, after dispute having arisen between them.

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

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

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

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

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

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

2905 : Appointment of Arbitrator:

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

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

(ii) In cases where the total value of all claims in question added together exceeds Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by

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

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

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

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

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

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

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

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

2905(c)(ii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

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

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

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

(a) **Serving Gazetted Railway .Officers of not below JA Grade level.**

(b) Retired Railway Officers not below SA Grade level, one year after his date of retirement.

(c) Age of arbitrator at the time of appointment shall be below 70 years-

(ii) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(iii) While appointing arbitrator(a) under Sub-Clause 2905(a)(i), 2905(a)(ii), 2905(b)(i) & 2905(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per annexure shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his Service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

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

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

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

2906: In case of the Tribunal, comprising of three members, any ruling on award shall be made by a

majority of members of Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail).

2907: Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

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

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

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

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

Certification by persons under consideration to be nominated as Arbitrator.

1. Name

2. Contact Details:

3. I hereby certify that I have retired from Railways w.e.f. _____ in _____ grade.

Or

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

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

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

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

Or

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

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

Or

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