



**INDIAN RAILWAYS  
CENTRAL ORGANISATION  
FOR  
MODERNISATION OF WORKSHOPS  
(COFMOW)  
CONTRACT**

NO. COFMOW/IR/S/P-1/OP-307731 Dated 01/07/2019

Pertaining to TENDER NO: COFMOW / OP-307731 [ECARTES]

**For the procurement of**

**SUPPLY AND FITMENT OF UHF RFID TAGS**

**RAILWAY OFFICES COMPLEX, TILAK BRIDGE,**

**NEW DELHI-110 002, INDIA**  
FAX: 91 11 23370347



INDIAN RAILWAYS

कारखाना आधुनिकीकरण केन्द्रीय संगठन  
 रेलवे आफिरेस कार्पोरेशन, तिलक ब्रिज, नई दिल्ली-110002  
 फँक्स : +91 (011) 23378159, 23370347, 23370344  
**CENTRAL ORGANISATION FOR MODERNIZATION OF WORKSHOPS**  
 Railway Offices Complex, Tilak Bridge, New Delhi-110002  
 Fax : +91 (011) 23378159, 23370347, 23370344



No. COFMOW/IR/S/OP-307731

Date: 01.07.2019

Speed Post

M/s Ecartes Technology Pvt Ltd.  
 4805/24, Bharat Ram Road,  
 Daryaganj, New Delhi – 110002  
 Email: [info@ecartes.in](mailto:info@ecartes.in)

Sub: This office E-Tender No. COFMOW/OP-OP-307731 opened on 03.05.2019 for the Supply and Fitment of UHF RFID Tags

Dear Sir,

In continuation of the Letter of Acceptance of even number dated 27.05.19, two (2) copies of formal Price Agreement Contract incorporating detailed terms and conditions and all other details are enclosed.

Please arrange to return one copy of contract duly accepted and signed by your authorized person so as to reach this office within 15 days of its receipt. Correction/amendment, if any, must be informed within said date, failing to do so, COFMOW will not be responsible for delay caused on this account. For this purpose, you are advised to use Speed Post/Courier services or send the same through your local office so as to ensure return of copy by the target date. You may retain remaining one copy for your record.

Please acknowledge receipt of this letter.

Encl: Two copies of the contract.

(डॉ. केए मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager

For & on behalf of the President of India



INDIAN RAILWAYS

कारखाना आधुनिकीकरण केन्द्रीय संगठन  
 रेलवे ऑफिस कार्पोरेशन, तिलक ब्रिज, नई दिल्ली-110002  
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M/s Ecartes Technology Pvt Ltd.  
 4805/24, Bharat Ram Road,  
 Daryaganj, New Delhi – 110002  
 Email: [info@ecartes.in](mailto:info@ecartes.in)

Sub: This office E-Tender No. COFMOW/OP-OP-307731 opened on 03.05.2019 for the Supply and Fitment of UHF RFID Tags

Ref: i) Your offer submitted against subject tender and  
 ii) LOA dated 27.05.2019.

Dear Sir,

With reference to the tender, your quotation and Letter of Acceptance referred to above, it is hereby informed that the Principal Chief Materials Manager formerly Controller of Stores, COFMOW on behalf of the President of India has accepted your offer and a contract is concluded subject to the following conditions and also the conditions stipulated in the enclosed Bid Documents Part-I and Pt.-II.

1.1	विवरण/Description	Supply and Fitment of UHF RFID Tags
1.2	विशेषता/Specification	2016/CRIS/NDLS-ITPI/WS-C/POLICY/RFID/0101/PT.-I(V4.1).
1.3	गिर्मणकर्ता का नाम और पता/Manufacturer's Name and Address	M/s. Ecartes Technology Pvt. Ltd. 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002
1.4	कार्यस्थल का पता/Work's address	M/s. Ecartes Technology Pvt. Ltd. 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002
1.5	पी बी जी/डब्ल्यू बी जी/PBG/WBG	Firm has submitted PBG No. 02790100000238 dated 13.06.19 for Rs.3079800/- valid up to 30/05/2021 with enforceable period upto 30/11/2021 & received in COFMOW on 20.06.2019. Delay in submission of PBG, if any, will attract LD. Firm shall submit the WBG as per Bid Documents Pt-I.
1.6	मात्रा/Quantity	90000 Nos. as per Schedule I of Annexure-C of Section-VI of Bid document, Part-II.
1.7	प्रेषित/Consignee (As per Schedule I of Annexure-C of Section-VI of Bid document, Part-II).	<ol style="list-style-type: none"> <li>1. CWM, Carriage &amp; Wagon Jagadari Workshop, Northern Railway, Yamunanagar, Haryana- 135002.</li> <li>2. CWM, Wagon Repair Workshop, North Central Railway, Jhansi- 284003.</li> <li>3. CWM, Wagon Repair Shop, West Central Railway, Kota Junction, Rajasthan- 324002.</li> <li>4. Sr. DME, BCN ROH Depot, Ambala, Haryana- 133001.</li> <li>5. AME, BCN ROH Depot, Khanalampura, Saharanpur, UP- 247001.</li> <li>6. AME, BLC ROH Depot, Tugalkabad, Delhi- 110044.</li> </ol>

1.8	Delivery period	As per clause 10 (delivery schedule Chart) of Section IV of Bid Document Part-II.
1.9	संपूर्द्धगी नियम/Delivery Terms	FOR destination basis (upto consignee's premises).
1.10	निरीक्षण/Inspection	G. M. (Inspection), M/s. RITES Ltd., 12th Floor, Scope Building, Laxmi Nagar, Delhi-110092.
1.11	मॉल भाडा/Freight	The freight shall be paid by the firm and shall be reimbursed to the firm at actual subject to the maximum as given in the following 'Price' Table on submission of documentary evidence.
1.12	बीमा/Insurance	The stores shall be dispatched duly insured by the firm. Insurance charges shall be reimbursed to the firm subject to the maximum as given in the following 'Price' Table on submission of documentary evidence.
1.13	बिक्री बाद सेवा/After Sales service	After sales service shall be provided by the trained service engineers of the firm as per Bid Document Part-II.
1.14	प्रशिक्षण/Training	As per clause 10 of Bid Document Part-II Section-V.
1.15	वारंटी/Warranty	Warranty 24 months as per warranty clause stipulated in Bid Documents Part-I clause 3400 and clause 16.0 of Bid Document Part-II.
1.16	भुगतान नियम/Payment terms	AS per special condition, however payment of balance 20% of material cost & 100% cost of fitment, Data writing, uploading and maintenance of data after submission of 10% of total value towards WBG. Paying authority PFA/COFMOW.
1.17	अन्य नियम एवम शर्तें/Other Terms & Conditions	Other terms and conditions as per Bid Documents Part-I, II and subsequent confirmations/clarifications
1.18	Statutory variation clause	Shall be allowed as per clause 1016 of Bid Document Part-I, Section-I.
1.19	फाउंडेशन, इंस्टालेशन एंड कमीशनिंग	As per Bid Document Part-I & II.
1.20	कीमत /Price	As under:
SN	Description	Price in Rs.
1	Ex-works cost of RFID Tags	146.00
2	Cost of foundation, Installation and commissioning.	144.00
3	Freight charges	NIL
4	Insurance charges	NIL
5	Training cost	Free of cost
6	Total without taxes	290.00
7	GST @ 18% on Sl.No.6(to be paid against documentary evidence)	52.20
8	TOTAL F.O.R.DESTN.PRICE FOR 1 (INCL. GST)	342.20
9	TOTAL F.O.R.DESTN.PRICE FOR 90000 Nos. (INCL.GST)	3,07,98,000

(Rs. Three crores seven lakhs ninety eight thousand only.)

2. GSTN Numbers of Indian Railways in various States is available on the website: <http://www.indianrailways.gov.in/gst/tin numbers.pdf>. Contractor (s) is/are advised to go through the same and comply.



3. No interest will be payable by the purchaser upon the earnest money/bid security & security deposit/performance guaranty/ Warranty Bank Guaranty &/or the amount payable to the Contractor or otherwise under the Contract. All other terms and conditions as per bid document Pt.1/II.
4. The consignee shall issue a certificate as per Annexure listed below certifying the performance of the firm during warranty period of the machine. The appraisal shall be submitted within one month of completion of original warranty period to ensure extension of warranty period, if required.
5. The consignee is requested to send the warranty complaint proforma duly filled in to COFMOW as per Annexure listed below to monitoring the attention to the complaint by the supplier and also to evaluate the firm's response and machine performance.
6. Where Octroi duty and/or State Entry Taxes are applicable, the same shall be borne by the supplier as per clause 1207 of Sec 1 of Bid Document, Part-1.
7. The supplier shall also furnish mile stone chart duly filled in as per Annexure listed below within one month of issue of Contract and also submit monthly progress report thereafter to CME (PCM) at e-mail: [cmepcm@cofmow.gov.in](mailto:cmepcm@cofmow.gov.in) and CMM at [cos2@cofmow.gov.in](mailto:cos2@cofmow.gov.in)
8. Please acknowledge receipt of this contract and return one copy duly accepted and each & every page initialed by an authorised person within 15 days of its receipt. For this purpose, you are advised to use speed post/ courier service or send them through your local office so as to ensure return of copy by the target date.

#### FOR CONSIGNEE

- a) The Consignee on receipt of machine/plant/stores, the same shall be verified with the challan and record his receipt duly certified by Gazetted Officer as under on all the four copies of the challan submitted by the supplier (subject to submission of copy of deposit receipt of Octroi duty and/or State Entry Tax by the supplier, where applicable).
- b) The box has been opened and material has been received in complete and in good condition as per contract.

The 4 copies of challan shall be disposed as given below:

- i) One copy as his office copy.
- ii) One copy to the PFA/COFMOW, New Delhi.
- iii) One copy to the supplier as acknowledgement.
- iv) One copy to PCMM/COFMOW, New Delhi.
- c. Where 20% payment is to be made after the successful installation and proving test of the machine, the consignee should in addition issue Proving Test Certificate on the Proforma as listed below as evidence of successful commissioning of the machine and carrying out of the Proving Test to his entire satisfaction. The Proving Test Certificate in original to be furnished to: -

  - i) The Supplier
  - ii) PFA/COFMOW, New Delhi.
  - iii) PCMM./COFMOW, New Delhi.
  - iv) PCME/ COFMOW, New Delhi

- d. Consignee will also get the site ready well in time for installation and commissioning of machine as per bid document (Part-II).



e. Authority to sign the Certificate: To be signed by a Gazetted Officer not below the rank of J.A. Grade. May be signed by a Senior Scale Officer if he is the Shop Incharge. The Officer must sign under his own seal and not on behalf of any senior officer. The consignee should advise the supplier within 45 days the damage/shortage, which has occurred in transit.

f. Consignee should fill all the information asked in Proving Test Certificate (PTC) and no column should be left blank.

  
(डी० के० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager

For & on behalf of the President of India

WE ACCEPT THE CONTRACT ON THE TERMS AND CONDITIONS MENTIONED IN THIS CONTRACT.

Signature

For & on behalf of M/s Ecartes Technology Pvt. Ltd., 4805/24, Bharat Ram Road, Daryaganj, New Delhi – 110002

Dated:

Copy forwarded for information and necessary action to:-

1. PFA/COFMOW, New Delhi.
2. PCME/COFMOW, New Delhi., **CEE COFMOW**
3. GM (Insp), M/s RITES Ltd., 12<sup>th</sup> Floor, Scope Building, Lakshmi Nagar, Delhi- 110092
4. CWM, Carriage & Wagon Jagadhari Workshop, Northern Railway, Yamunanagar, Haryana- 135002.
5. CWM, Wagon Repair Workshop, North Central Railway, Jhansi- 284003
6. CWM, Wagon Repair Shop, West Central Railway, Kota Junction, Rajusthan- 324002
7. Sr. DME, BCN ROH Depot, Ambala, Haryana- 133001
8. AME, BCN ROH Depot, Khanalampura, Saharanpur, UP- 247001
9. AME, BLC ROH Depot, Tugalkabad, Delhi- 110044

NO. OP-307731

ENCLOSURE

1. ANNEXURE A : CONSIGNEE PARTICULARS
2. ANNEXURE B PROFORMA FOR PROVING TEST CERTIFICATE
3. ANNEXURE C : PERFORMANCE APPRaisal FORM
4. ANNEXURE-D : WARRANTY COMPLAINT PROFORMA
5. ANNEXURE-E : MILE STONE CHART
6. ANNEXURE-F COPIES OF THE FIRM OFFER
7. ANNEXURE-G : BID DOCUMENT PART-I
8. ANNEXURE-H : BID DOCUMENT PART-II



(डी० कै० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager  
कृतो प्रधान मुख्य सामग्री प्रबन्धक/ For Principal Chief Materials Manager  
For & on behalf of the President of India

## Consignee Particulars

No. OP-307731

**Annexure: A-1**

Consignee and postal address: CWM, Carriage & Wagon Jagadhari Workshop, Northern Railway,  
Yamunanagar- 135002

Station to be booked to: CWM, C & W Jagadhari Workshop, Northern Railway, Yamunanagar,  
Haryana- 135002

Indent No. & date: 1112 67560 dated 28.02.19 (Key No. 219129) as per Railway Board letter  
No. 2010/Dev. Cell/IMMI/12 dated 01.01.2018

Allocation/Chargeable: PH-2100

Head of account: New Item

Item no. of sanction & year: PB No. 700 (RSP 1263 of 17-18)

Accounts Officer of the:  
Consignee: PFA/COFMOW

Machine is to be supplied: 18000 Nos.

(डी० के० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृतो प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager

For & on behalf of the President of India

## Consignee Particulars

No. OP-307731

**Annexure: A-2**

Consignee and postal address: CWM, Wagon Repair Workshop, North Central Railway, Jhansi- 284003

Station to be booked to: CWM, Wagon Repair Workshop, North Central Railway, Jhansi- 284003

Indent No. &amp; date: 1112 67560 dated 28.02.19 (Key No. 219129) as per Railway Board letter No. 2010/Dev. Cell/IMMI/12 dated 01.01.2018

Allocation/Chargeable: PH-2100

Head of account New Item

Item no. of sanction &amp; year: PB No. 700 (1263 of 17-18)

Accounts Officer of the:  
Consignee

Machine is to be supplied: 23400 Nos.



(डी. के० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager  
For & on behalf of the President of India

No. OP-307731

## Consignee Particulars

## Annexure: A-3

Consignee and postal address: CWM, Wagon Repair Shop, West Central Railway, Kota Junction, Rajasthan- 324002

Station to be booked to: CWM, Wagon Repair Shop, West Central Railway, Kota Junction, Rajasthan- 324002

Indent No. & date: 1112 67560 dated 28.02.19 (Key No. 219129) as per Railway Board letter No. 2010/Dev. Cell/IMMI/12 dated 01.01.2018

Allocation/Chargeable: PH-2100

Head of account: New Item

Item no. of sanction & year: PB No. 700 (1263 of 17-18)

Accounts Officer of the:  
Consignee: PFA/COFMOW

Machine is to be supplied: 16200 Nos.



(डी० के० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager

For & on behalf of the President of India

## Consignee Particulars

No. OP-307731

**Annexure: A-4**

Consignee and postal address: Sr. DME, BCN ROH Depot, Ambala, Haryana- 133001

Station to be booked to: Sr. DME, BCN ROH Depot, Ambala, Haryana- 133001

Indent No. &amp; date: 1112 67560 dated 28.02.19 (Key No. 219129) as per Railway Board letter No. 2010/Dev. Cell/IMMI/12 dated 01.01.2018

Allocation/Chargeable: PH-2100

Head of account: New Item

Item no. of sanction &amp; year: PB No. 700 (1263 of 17-18)

Accounts Officer of the:  
Consignee

Machine is to be supplied: 9000 Nos.



(डी० के० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager

For &amp; on behalf of the President of India

## Consignee Particulars

No. OP-307731

**Annexure: A-5**

Consignee and postal address: AME, BCN ROH Depot, Khanalampura, Saharanpur, UP- 247001

Station to be booked to: AME, BCN ROH Depot, Khanalampura, Saharanpur, UP- 247001

Indent No. &amp; date: 1112 67560 dated 28.02.19 (Key No. 219129) as per Railway Board letter No. 2010/Dev. Cell/IMMI/12 dated 01.01.2018

Allocation/Chargeable: PH-2100

Head of account New Item

Item no. of sanction &amp; year: PB No. 700 (1263 of 17-18)

Accounts Officer of the:  
Consignee

Machine is to be supplied: 11880 Nos.



(डी. के. मीना/D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager  
For & on behalf of the President of India

## Consignee Particulars

No. OP-307731

**Annexure: A-6**

Consignee and postal address: AME, BLC ROH Depot, Tugalkabad, Delhi- 110044

Station to be booked to: AME, BLC ROH Depot, Tugalkabad, Delhi- 110044

Indent No. &amp; date: 1112 67560 dated 28.02.19 (Key No. 219129) as per Railway Board letter No. 2010/Dev. Cell/IMMI/12 dated 01.01.2018

Allocation/Chargeable: PH-2100

Head of account: New Item

Item no. of sanction &amp; year: PB No. 700 (1263 of 17-18)

Accounts Officer of the:  
Consignee

Machine is to be supplied: 11520 Nos.

(डी० के० मीना/ D.K.Meena)

वरिष्ठसामग्री प्रबंधक/ Sr. Materials Manager

कृते प्रधान मुख्य सामग्री प्रबंधक/ For Principal Chief Materials Manager

For &amp; on behalf of the President of India

## ANNEXURE- B

PROFORMA OF CERTIFICATE TO BE ISSUED BY THE CONSIGNEE AFTR SUCCESSFUL PROVE  
OUT/COMMISSIONING OF MACHINE (SEPARATE CERTIFICATE TO BE ISSUED FOR EACH MACHINE)

NO.

Dated

SPEED / REGD POST

M/s.

Sub: Certificate for commissioning/prove out of machines.

Ref: COFMOW Contract/AT No. \_\_\_\_\_ dt. \_\_\_\_\_

1. this is to certify that the machine as detailed below has been received in good condition along with all the concomitant/standard and special/optional accessories & spares in terms of above referred AT (subject to remarks in item No.2) and the same has been installed and commissioned:

- a) Description of the machine (s) \_\_\_\_\_
- b) Machine No.(s) \_\_\_\_\_
- c) Quantity \_\_\_\_\_
- d) Bill of Lading No. \_\_\_\_\_ dt. \_\_\_\_\_ } (for imported
- e) Name of the vessel \_\_\_\_\_ } contract
- f) R/R No./L.R./Dispatch particulars \_\_\_\_\_
- g) Name of the Consignee \_\_\_\_\_
- h) Date of first submission of GA/foundation drawings(if applicable) \_\_\_\_\_  
indicate delays in number of days: On Railways Account \_\_\_\_\_ days  
on Firm's Account \_\_\_\_\_ days  
Total \_\_\_\_\_ days
- i) Date of final approval of GA/foundation drawings(if applicable) \_\_\_\_\_  
indicate delays in number of days: On Railways Account \_\_\_\_\_ days  
on Firm's Account \_\_\_\_\_ days  
Total \_\_\_\_\_ days
- j) Date of receipt of the machine \_\_\_\_\_
- k) Date of joint verification \_\_\_\_\_
- l) For machines ordered on non-turnkey basis:
  - i)- Date of power supply provided for the machine by the Railway \_\_\_\_\_
  - ii)- Date of call to the contractor after site/foundation/installation etc is ready by the Railway \_\_\_\_\_
- m) For machines ordered on turnkey basis:
  - i)- Date of intimation of readiness of site for starting foundation



- work(if relevant in terms of contract) \_\_\_\_\_
- ii)- Date of readiness of foundation by the contractor \_\_\_\_\_
- iii)- Date of readiness of other infrastructure facilities like shed, track linkage etc. by the Railway/contractor(delete whichever is not applicable) \_\_\_\_\_
- iv)- Date of power supply provided for the machine by the Railway \_\_\_\_\_
- v)- Indicate delays in number of days: On Rly. account \_\_\_\_\_ days  
On Firm's account \_\_\_\_\_ days  
Total \_\_\_\_\_ days

- n) Time allowed for commissioning after date of call as per L (ii) above or after date of readiness of site as per m(iii) above (as relevant in terms of contract) number of days allowed \_\_\_\_\_.
- o) Date of commissioning of the machine \_\_\_\_\_.
- Indicate delays in commissioning in number of days:
- i)- On firm's account due to reasons such as non arrival of engineer, problem in machine/toolings etc.  
\_\_\_\_\_ (state reason) \_\_\_\_\_ days during commissioning.  
\_\_\_\_\_ (state reason) \_\_\_\_\_ days during prove out.
- ii)- On Railway's account due to reasons such as non provision of Raw/Trial material, Crane, Staff, Measuring tools/gauges etc.  
\_\_\_\_\_ (state reason) \_\_\_\_\_ days during commissioning.  
\_\_\_\_\_ (state reason) \_\_\_\_\_ days during prove out.
- p) Whether delay in supply of the machine (if any), has caused any loss/inconvenience to the Railways (Yes/No) \_\_\_\_\_.

If yes, extent of loss in monetary terms : Rs. \_\_\_\_\_ ( Details to be enclosed if loss is quantifiable. However, if loss is not quantifiable then indicate "Not Quantifiable" in the space provided.

2. Details of Accessories/Spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
a)		
b)		

3. The proving test has been done to our entire satisfaction and the operators have been trained to operate the machine as per provisions of the contract. If not, the amount to be recovered on this account: Rs. \_\_\_\_\_.
4. You have failed to fulfill the contractual obligations with regard to the following:  
a)  
b) \_\_\_\_\_
5. The amount of recovery on account of non supply of accessories and spares is given under para – 2 & 3 above and loss/damage on account of your failure to fulfill the contractual obligations as given in Para 4 above will be advised to you by COFMOW. These shall be recovered from your

bills/Performance Guarantee Bond in terms of Para 0705 of General Conditions of contract. Bid Documents Part-I.

6. This issue of commissioning/PTC certificate proves only the technical acceptability and functioning of the machine on the date of issue of the Certificate. This issue of PTC does not amount to waiver of any of the terms and conditions of the contract or delay in supply of drawings, machine or commissioning thereof and it does not absolve the supplier of its liability for any loss or damages suffered by the Railways due to same.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation: Dy.CME/Sr.DME/Dy.CEE/Sr.DEE

Office Stamp

Copy by Speed/Regd. Post to:

1. COS/COFMOW, Railway Offices Complex, Tilak Bridge, New Delhi-110 002
2. FA&CAO/ COFMOW, Railway Offices Complex, Tilak Bridge, New Delhi-110 002
3. CME/ COFMOW, Railway Offices Complex, Tilak Bridge, New Delhi-110 002
4. CME/Plg. Of the Railway issuing certificate.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation: Dy.CME/Sr.DME/Dy.CEE/Sr.DEE

Office Stamp

Note: Sr. Scale Officer having independent charge is also authorized to sign this certificate.



**Explanatory Notes for filling up the certificate:**

1. Authority to sign the certificate:-  
To be signed by the Gazetted Officer not below the rank of J.A. Grade. May be signed by a Senior Scale Officer if he is in the independent charge of the shop. The officer must sign under his own seal and not on behalf of any Senior Officer. All page of PTC should be sealed & signed.
2. Points to be considered while filling up item No.4 of the certificate on contractual obligations of the supplier: -
  - a)- The commissioning means that machine has been demonstrated and proved for specified capacities and capabilities indicated in the contract as also that all the components listed in the contract for which timings are obtained in the bid are demonstrated at consignee's end. Minor aberration can be accepted by consignee as long as the machine is fully acceptable where surface finish/accuracy specified are in microns and does not impair fitment of the components in the assembly line.
  - b)- Proving out means that the productivity claimed by the supplier to the accuracy specified of the components mentioned in the contract is demonstrated on batch size specified. No relation in this area is permissible subject to the raw material confirming to the required specifications.
  - c)- The firm has adhered to the item schedule specified in the contract in dispatching six (6) copies of the foundation drawings and related diagrams (Mechanical/Electrical) giving overall dimensions, foundation details, electrical load and circuitry to the consignee within the time specified in Bid Document Part-II.
  - d)- The firm has installed/commissioned the machine in time i.e. within the period specified in the contract. Total delay, if any, on the part of the firm in installation/commissioning should be chronologically indicated in a note to be signed jointly by the consignee and the firm's representative attaching copies of correspondence in support of the same to enable COFMOW to decide whether delays are attributable to consignee or to the firm.
  - e)- Training of personnel by the supplier has been done. If not, amount to be recovered on this account shall be intimated to COFMOW by the consignee.
3. Separate PTC should be issued for each machine.



## ANNEXURE- C

**PERFORMANCE APPRAISAL FORM**  
**APPRAISAL ON COMPLETION OF WARRANTY PERIOD**

1. Machine Name
2. Consignee/Railway
3. COFMOW Tender No./AT No.
4. Name of the supplier
5. Quantity
6. Machine dispatched on
7. Machine received on
8. Machine commissioned on
9. Machine PTC issued on
10. Warranty period expired on
11. Performance during warranty period:
  - a. Total no. of break downs during the year
  - b. Percentage down time
  - c. Promptness of supplier in attending to complaints
    - (i) Average time interval between filling of complaint and rectification of defects:
    - (ii) Whether this time taken is considered as :  
Quick / Reasonable /Slow
  - d. Repented defects, if any (Please elaborate the defects)
  - e. Ease of operation & maintenance (attending to minor defects):  
Good / Reasonable / Unsatisfactory
  - f. Was assistance of COFMOW required for getting service from supplier: Yes / No
  - g. Is the training given by the firm to the staff considered effective & adequate: Yes / No
  - h. Any suggestion of improvement in procurement of similar machines
12. a)- Any warranty complaint pending against the firm: Yes /No  
 b)- if yes, then the date and nature of defect:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation: Dy. CME/Sr. DME/Dy. CEE/Sr. DEE

Office Stamp



Copy to:

1. COS/COFMOW, Railway Offices Complex, Tilak Bridge, New Delhi-110 002
2. CME (PCM)/, Railway Offices Complex, Tilak Bridge, New Delhi-110 002
3. Consignee of the M&P.

Note:1) This appraisal may please be sent immediately on completion of warranty period. If any extension of warranty period required, may please also mention with details.  
 2) Sr. Scale Officer having independent charge is also authorized to sign.

## ANNEXURE- D

FORMAT FOR WARRANTY COMPLAINTS

1. Machine Name : .....
2. Consignee/Railway : .....
3. COFMOW Tender No. Contract No : .....
4. Name of the supplier : .....
5. Machine commissioned on : .....
6. Machine PTC issued on : .....
7. Warranty period expires on : .....
8. Complaint details : .....
- a. Complaint No. : .....
- b. Ref. of earlier similar complaint if any : .....
- c. first call made on : .....
- d. No. of letters/Fax/Calls made with date : .....
- e. Service engineer reported on : .....
- f. Action taken by the firm : .....
- g. Machine made operational on: .....
- h. Any defect is still pending : .....
- i. Total Breakdown hours for present complaint : .....
- j. remarks (if any) : .....

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Designation:  
 Office Stamp

(Complaint lodged by)

Note: The complainant is requested to forward a copy of the warranty complaint to CME/PCM/COFMOW, Office Complex, Tilak Bridge, New Delhi-110 002.

ANNEXURE-E

**FORMAT FOR MILE STONE CHART**

S.N o	Name of Activity	January				February				March				April				May				Contd....				Dec.				
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
01.	Issue of Advance Acceptance (A/A)																													
02.	Issue of contract (AT)																													
03.	Preparation of GA/foundation drawings																													
04.	GA drawings approved																													
05.	Procurement of raw material (castings, forgings etc.)																													
06.	Procurement of sub - assemblies and other bought out items																													
07.	Procurement of electrical																													
08.	Machining of castings/ forgings and heat treatment																													
09.	Fabrication																													
10.	Sub-assembly stages																													
11.	Final assembly																													
12.	Internal testing																													
13.	Inspection																													
14.	Packing & despatch																													
15.	Receipt of material and joint inspection																													
16.	Foundation preparation if turn-key contract																													
17.	Erection and commissioning																													



To,  
The Dy. Chief Mechanical Engineer-II  
Central Organisation for Modernization of Workshops  
Railway office Complex, Tilak Bridge  
New Delhi-110002

Dated: 08.05.19

Sub: Submission of the Documents Wide your Letter No.: COFMOW/IR/M-999/OP-307731

Dated: 07.05.19

Dear Sir/Madam,

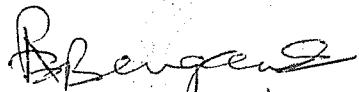
With reference to subject cited above, we are submitting the below documents.

1. ISO Certificate
2. ESIC Certificate
3. Employee provident Fund Certificate
4. GSTIN Certificate
5. Annexure-H (As per corrigendum No. 4)
6. Annexure-G

Kindly acknowledge the receipt.

Thanking you

For Ecartes Technology Pvt. Ltd.



Authorized Signatory

**Ecartes Technology Pvt. Ltd.**

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Regd. & Head Office : 4805/24, Bharat Ram Road, Daryaganj, New Delhi - 110002 (INDIA)  
Corporate Office : 4767/23, G.Flr, Pratap Street, Ansari Road, Daryaganj, New Delhi - 110 002 (INDIA)  
Phone No.: +91-11-23269393, 23273775; Fax: +91-11-23289806; Mobile No.: +91-9810899011  
CIN : U74899DL1995PTC070314 E-mail: info@ecartes.in; Web: www.ecartes.in  
GST Regn. No. 07AACB2737Q1ZE



# *Certificate of Registration*

This is to certify that

## **ECARTES TECHNOLOGY PVT. LTD.**

4805/24, 2nd Floor, Bharat Ram Road, Darya Ganj,  
New Delhi - 110002, India

has been independently assessed by QRO  
and is compliant with the requirements of:

**ISO 9001:2015**

### **Quality Management System**

For the following scope of activities:

*Supply of Smart Cards, Smart Cards Projects, Identity Management Solutions, Smart Card/ID Card Printers and Consumables, Smart Cards Complete Solution, Access Control System Projects, Security and Surveillance System Projects, Biometric Attendance System Projects, IT Implementation & IT System Integration Projects and E-Governance Projects, Explosive & Narcotic detection Equipments, RFID Solutions and Projects, Scanning/ Digitization and Document Management Services*

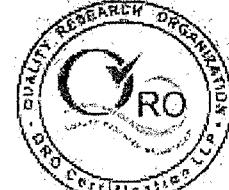
Date of Certification: 08<sup>th</sup> June 2018

2<sup>nd</sup> Surveillance Audit Due: 07<sup>th</sup> June 2020

1<sup>st</sup> Surveillance Audit Due: 07<sup>th</sup> June 2019

Certificate Expiry: 07<sup>th</sup> June 2021

**Certificate Number: 1050618061K**



*Chawla*

Head of Certification

Validity of this certificate is subject to annual surveillance audits to be done successfully (or) before 365 days from date of the audit.  
(In case if surveillance audit is not allowed to be conducted, this certificate shall be suspended / withdrawn).

The validity of this certificate can be verified at [www.qrocert.com](http://www.qrocert.com)  
This certificate of registration remains the property of QRO Certification LLP, and shall be returned immediately upon request.  
QRO Certification LLP is accredited by UK Accrediting Partner Limited, UK ([www.ukapl.org.uk](http://www.ukapl.org.uk))  
5 Jupiter House, Culver Park, Aldershot, Hampshire RG7 8NN UK

India Office: QRO Certification LLP  
311, Apparao Mehta Bazar, C-33, Lawrence Road, Delhi - 110035, India  
[info@qrocert.com](mailto:info@qrocert.com), website: [www.qrocert.com](http://www.qrocert.com)

*Shengar*

## COPY OF APPLICATION SUBMITTED ONLINE FOR ALLOTMENT OF REGISTRATION NUMBER

( Acknowledgement Number 2320248474 )

(Note: Allotment of Registration Number will be subject to verification of the PAN)

NAME OF THE ESTABLISHMENT : ECARTES TECHNOLOGY PVT LIMITED

PAN OF THE ESTABLISHMENT : AAACB2737Q

ADDRESS : LINE 1 : 4805 /24 MAIZ FLOOR DARYA GANJ

LINE 2 :

CITY : DELHI

State : DELHI

District : CENTRAL

PIN : 110002

COUNTRY : INDIA

PHONE NUMBER : 9810567103

FAX NUMBER :

E-MAIL ADDRESS : b2507@rediffmail.com

WEB ADDRESS :

DOCUMENT CHOSEN AS PROOF OF ADDRESS : 1. any license/certificate/number issued by any Govt. authority

## SET UP DETAILS

DATE OF SETUP OF ESTABLISHMENT : 26-09-1995

DOCUMENT NAME : Others

REFERENCE NUMBER : 07900355191

DATE OF ISSUES OF DOCUMENT : 05-02-2009

ISSUED BY, PLACE : NCT DELHI

## BUSINESS ACTIVITY AND OWNER'S DETAILS

ESTABLISHMENT TYPE (Whether a Factory) : YES

COVERAGE UNDER SECTION : 0001(3)(a)

FACTORY LICENSE NUMBER : 1127920388

LICENSE DATE : 02-02-2008

ISSUED BY AND PLACE : DELHI

DATE OF TRIAL PRODUCTION : 05-02-2005

SL NO	STATUS	GENDER, NAME, DESIGNATION	DATE OF BIRTH	FATHER'S NAME	RESIDENTIAL ADDRESS	MOBILE, EMAIL	DATE FROM WHICH IN POSITION
1	OCCUPIER	MALE, RAJENDER KUMAR BE, DIRECTR	06-01-1963	JAWARMIAL	B 504 NEW INFRDS	9810567103,	02-07-2012

PRIMARY BUSINESS ACTIVITY : ELEC, MECH OR GEN ENGG PRODUCTS

## LICENSES DETAIL

LICENSE UNDER	LICENSE NUMBER	DATE	ISSUED BY	PLACE OF ISSUE
Sales Tax Act	07900255191	05-02-2009	NCT DELHI	NCT DELHI

WHETHER ESTABLISHMENT COVERED UNDER ESIC : Yes

ESIC CODE NUMBER : 11001200680000999

WHETHER ESTABLISHMENT ID WORKING THROUGH AID OF : No

*R. Sengar*

**Declaration:**

Certified that online application for the allotment of code number for M/s ECARTES TECHNOLOGY PVT LIMITED, was submitted by the undersigned.

Seal of the establishment

Signature of Employer: Name RAJENDRA BENGANIDesignation DIRECTOR

Note: This application copy is to be submitted along with the documents listed below to the EPFO Office mentioned in the Code Allotment Letter. The Code number is allotted after verification of the PAN and name of the Establishment. A Username and Password of EPFO ECR Portal ( <http://esewa.epfoservices.in> ) shall be sent over SMS and E mail to enable you to download the code allotment letter ( under menu option Downloads )

If the code number is allotted, following documents are required to be submitted along with this application form duly signed by the employer.

1. Copy of PAN.
2. Copy of the document's selected as Address Proof.
3. Copy of document's selected as proof of date of set up.
4. Copies of all licenses declared.
5. Copy of ESIC Code allotment number, if applicable.
6. Document as proof of ownership type.
7. Copies of Bank Pass Book/Statement ( Not older than last 3 months ).
8. Code allotment letter generated online and downloaded through the ECR Portal after login.
9. Form 5A generated online with the code allotment letter.
10. Specimen signature card of the Employer (s) and Authorised signatory if any.



**PROVIDENT FUND CODE NUMBER INTIMATION LETTER**

Validity of this letter is of three wage months from date of issue. Based on compliance, inspection and submission of all documents, certificate of coverage will be made available in ECR Login.

No.4960204576DLCRM

Date: 05/02/2015

To,

Mr. RAJENDER KUMAR BENGANI  
 DIRECTOR  
 EGARTES TECHNOLOGY PRIVATE LIMITED  
 4805/24 BHARAT RAM ROAD MAIZ FLOUR, DARYA GANJ  
 NEW DELHI, CENTRAL  
 DELHI - 110002.

Su: Allotment of Code Number to establishment M/s EGARTES TECHNOLOGY PRIVATE LIMITED under Employees' Provident Fund and Miscellaneous Provisions Act, 1952 regarding.

Sir,

Based on the information submitted online by you, your establishment is registered with Employees' Provident Fund Organisation with the following code number:

Code Number: DLCPM1075997

This code number is allotted based on the following declarations by you:

1. Name of Establishment: EGARTES TECHNOLOGY PRIVATE LIMITED
2. PAN of establishment: AAACB2737O
3. Date on which employment started/registered: 01-11-2014
4. Section under which registered: 0001(3)(b)
5. Primary Activity: ESTABLISHMENT ENGAGED IN MANUFACTURE, MARKETING, SERVICING, USAGE OF COMPUTERS
6. Ownership Type: PRIVATE LIMITED COMPANIES
7. The address proof of the establishment is 1. copy of bank passbook/statement  
 2. copy of post paid telephone bill of any company  
 3. copy of power connection in the name of the establishment  
 4. copy of water connection in the name of the establishment  
 5. copy license/certificate/number issued by any Govt. authority

8. The proof of date of set up: 20-06-1995 is Incorporation Certificate Issued by the Registrar of the Companies.

9. As at the time of application, your establishment is having the following licenses and registrations:

S.NO.	TYPE	NUMBER	DATE	ISSUED BY	ISSUED AT PLACE
8	Sales Tax Act	07900365191	05-02-2009	DVAT	DELHI

10. As on date of your application, your establishment is registered with ESIC with code number: 1100120062000999.

Please take a print-out of this intimation letter and Form 5A generated along with and submit a copy of the same together with the application form generated with the acknowledgement at the time of online submission, copies of all documents declared in the application form and attested specimen signature of the employee/authorized officer of your establishment, to the following Office of EPFO where all services related to your establishment shall ordinarily be attended to.

REGIONAL OFFICE

DELHI NORTH

28, Community Centre, Wazirpur Industrial Area, 110052  
[ro.delhinorth@eplindia.gov.in](mailto:ro.delhinorth@eplindia.gov.in)

Please note that This intimation letter is generated with the Owners' Details in Form 5A and the intimated letter will be valid only if the Form 5A is enclosed.

Application Number: 4960204576  
 Code Number: DLCPM1075997

Page 1 of 8

*R. Bengani*  
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(Amended)

Government of India  
Form GST REG-06  
*[See Rule 10(1)]*

**Registration Certificate**

Registration Number :07AAACB2737Q1ZE

1.	Legal Name	ECARTES TECHNOLOGY PRIVATE LIMITED			
2.	Trade Name, if any	ECARTES TECHNOLOGY PVT LTD			
3.	Constitution of Business	Private Limited Company			
4.	Address of Principal Place of Business	4805/24, Bharat Ram Road, Daryaganj, New Delhi, Delhi, 110002			
5.	Date of Liability	01/07/2017			
6.	Date of Validity	From	18/09/2017	To	NA
7.	Type of Registration	Regular			
8.	Particulars of Approving Authority				

Delhi Goods and Services Tax Act, 2017

*Signature*

Name	Ram Prakash Sharma
Designation	Sales Tax Officer Class II / AVATO
Office	Ward 8
Date of issue of Certificate	02/07/2018

Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on

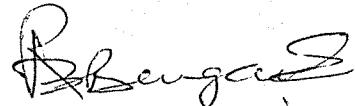


Annexure-H of Section-VI

**Details of Fixation tools for single sided riveting and Portable RFID reader proposed to be deployed by the Contractor**

S. No.	SCHEDULE	No. of Fixation tools for single sided riveting to be deployed for fitment of Tag on Wagon	No. of RFID Portable Reader to be deployed for writing and uploading of wagon data in RFID tag
1.	Schedule-1	6Nos. (min. 1No. at each Depot/Workshop, total 6 Depot/Workshop )	6Nos. (min. 1No. at each Depot/Workshop, total 6 Depot/Workshop )

\*Note: This number may be increased as per the requirement of work load. Also standby unit shall be available upon requirement.



Sign with Date & Seal:

Name & Designation: Mr. Rajendra Bengani (Director)



**Ecartes Technology Pvt. Ltd.**

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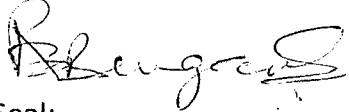


Annexure-G of Section-VI

**Manpower Proposed to be deployed by the contractor for Fitment, Data writing, uploading of Data and Commissioning of UHF RFID Tags.**

S. No.	SCHEDULE	No. of personal Staff (Proposed to deployed)
1.	Schedule-1	12 Nos. (min. 2Nos. at each Depot/Workshop, total 6 Depot/Workshop )

\*Note: This number may be increased as per the requirement of work load.

  
Sign with Date & Seal:

Name & Designation: Mr. Rajendra Bengani (Director)

**Ecartes Technology Pvt. Ltd.**

Regd. & Head Office : 4805/24, Bharat Ram Road, Daryaganj, New Delhi - 110002 (INDIA)

Corporate Office : 4767/23, G.Flr., Pratap Street, Ansari Road, Daryaganj, New Delhi - 110 002 (INDIA)

Phone No.: +91-11-23269393, 23273775; Fax: +91-11-23289806; Mobile No.: +91-9810899011

CIN : U74899DL1995PTC070314 E-mail: info@ecartes.in; Web: www.ecartes.in

GST Regn. No. 07AAACB2737Q1ZE



### SPECIAL CONDITIONS OF TENDER No.-----

The following conditions are applicable in addition to those contained in Bid Document Part-I & Bid Document Part-II (technical specification/ requirements). In case any of the condition mentioned hereunder are contrary to those mentioned elsewhere, conditions mentioned in this document (i.e. Special Conditions of Tender) shall supersede the corresponding conditions given in Bid Document Part-I & II.

**Qualifying Requirement of Tenderers – Clause 0501 (e) of “Instructions to Tenderers”, Bid Document Part-I, Reference Criteria.**

#### 1. ELIGIBILITY CRITERIA:

- 1.1 Railway reserve the right to place order on the firm whose prototype sample has been type tested and found suitable for empanelment by CRIS for RFID Tags for identification of vehicles on Indian Railways (as per RDSO specification No.2016/CRIS/NDLS/ITPI/WS-C/POLICY/RFID/0101/Pt.1 (V 4.1))
- 1.2 The successful bidder shall undertake complete work of supply of UHF RFID tags, their fitment on wagons of IR, data writing as per RDSO technical specification, uploading & maintenance of data.
- 1.3 The firm shall enclose letter along with their offer of their suitability for empanelment based on type testing results from CRIS. The prototype approval status of the firm shall be reckoned as on date of opening of tender and not thereafter. However, downgrading of firm shall be considered.

#### 2. PAYMENT TERMS AND CONDITIONS:

Payment against supply of RFID Tags for Schedule 1 of Annexure 'C' of Section-VI:

- 2.1 Payment for an amount equal to 80% of the material (UHF RFID Tag) cost shall be made after actual supply of the same. The payment shall be made on monthly basis against the bills submitted by the contractor duly supported by documents in respect of receipt of the material. In this regard, the contractor shall submit copy of Inspection Certificate and Receipt Note jointly signed by the representatives of their own and the consignee in the format given at Annexure-D of Section-VI.
- 2.2 Upon completion of the work in accordance with the Scope of Work, payment for an amount equal to 20% of the material cost and 100% cost of fitment, data writing, uploading and maintenance of data (of UHF RFID Tag). The payment shall be made on monthly basis against the bill submitted by the contractor duly supported by documents in respect of completion of work. In this regard, the contractor shall submit the details in the format given at Annexure-F of Section-VI duly signed by the representatives of their own and the consignee.
- 2.3 The contractor shall supply UHF RFID tags in a way that the total inventory at each location (POH workshop & ROH Depots) should not be more than two months arising of the wagons as mentioned in Schedule 1 of Annexure C of Section VI and accordingly payment will be released.
- 2.4 The contractor shall submit the bills to the office of FA&CAO/ COFMOW.

Signature Not  
Valid  
Vc  
Digitally  
SANKU  
BANG  
Date  
Re  
Section Head  
Location: New Delhi

**3.0 INSPECTION:**

- 3.1 Inspection of RFID tags by RITES.
- 3.2 Inspection for fitment of UHF RFID tags on the wagons including data verification to be done by the respective consignee.

**4.0 WARRANTY:**

- 4.1 Warranty of UHF RFID Tag shall be in accordance with letter No. MW / RFID dated 08.10.2018 issued by RDSO and document No. 2016/ CRIS/ NDLS-ITPI/ WS-C/ POLICY/ RFID/ 0101/ PT-1 on "*Specification of Tags for use for Identification of Vehicles on Indian Railways (V4.1)*" as per Annexure – I of section VI.
- 4.2 Any inadequacies or unsatisfactory performance of UHF RFID tag arising out of manufacturing, fitment, installation, data writing, uploading of data and commissioning noticed after the date of fitment of UHF RFID Tag during the warranty period shall be rectified / replaced by the contractor free of cost.
- 4.3 A joint note clearly establishing the root cause of failure will be made between the representatives of the respective consignee and the contractor for the purpose of rectification/replacement during warranty period.

**5.0 OTHER CONDITIONS:**

- 5.1 Purchaser reserves the right to verify at any time, the details submitted by the tenderer by actual site visit. If the information in the bid is found to be incorrect, during verification, the bid shall be considered invalid and necessary action will be initiated including suspension of business with COFMOW.



गोपनीय राजकार्य - रेल यात्रालय  
अनुसंधान अधिकारीय और मानक शंगठन  
लखनऊ - 226011  
Fax : 91-0522-2452494  
Tele/Fax: 0522- 2465773

Government of India - Ministry of Railways  
Research Designs & Standards Organisation  
Lucknow - 226011  
DID (0522)2450115  
DID(0522)2465310



No. MW/RFID

Date: 18.4.2019

**All PCMEs, Wagon Builders, PSU'S, (as per list attached)**

Sub: Registration and approval of RFID tag vendors.

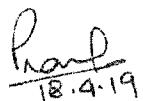
Ref: (i) CRIS letter NO. 2018/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/pt.1  
dated 08.01.2019  
(ii) CRIS letter NO. 2019/CRIS/NDLS-ITPI/RFID/Policy/0151/Pt.1  
dated 04.04.2019.

Vide reference (i) and (ii) above, CRIS has informed the following suitable RFID tag sources for supply of RFID Tags for use for identification of vehicles on Indian Railways (Version 4.1) till date:-

S.No.	Name of vendor
1	M/S Omania Technologies Pvt. Ltd., Plot No.68, sector-5, IMT Manesar, Gurugram, Haryana-122050.
2	ID Tech Solutions Private Limited, Plot no.610, Udyog Vihar phase V, Gurgaon-122016.
3	PVL tag factory India Pvt. Ltd., W-1, Sector-11, Noida (U.P.)-201301.
4	OMNI-ID India Pvt. Ltd., # 211, V Times square. Plot No.3, sector-15. CBD Belapur, Navi Mumbai, Maharashtra-400614.
5	Syema Technology private Limited, B-27, Zone-B, Phase-II, MEPZ-SEZ, Tambaram, Chennai-600045.
6	APK Identification, Plot No. 129-B, NESZ Phase-2, Noida (U.P.)-201305.
7	Ecartes Technology Pvt. Ltd., 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002.

For any further information/clarification related to specification, source, inspection procedure and data writing/retrieving from RFID tags, you may directly contact to CRIS Office.

DA: Nil.

  
18.4.19  
(P.K. Pandey)  
Director/ Wagon  
for Director General/RDSO

Copy to:

- (i) EDME(Freight), Railway Board, New Delhi-110 001
- (ii) General Manager/CRIS/RFID, Chanakya Puri, New Delhi-110 021.
- (iii) EDQA(Mech.), RDSO, Lucknow-226011.
- (iv) Director/QA (Mech.), RDSO, Koilagh Street, Kolkata-700 001.
- (v) Director/QA (Mech.), RDSO, Shankar Market, Near Scot Building, New Delhi-110 001

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(अ) मुख्य यांत्रिक अभियन्ता :

- मध्य रेलवे, छत्रपति शिवाजी टर्मिनस, गुम्बई— 400 001.
- पूर्व रेलवे, फेयरली प्लेस, कोलकाता — 700 001.
- उत्तर रेलवे, बड़ौदा हाउस, नई दिल्ली — 110 001.
- दक्षिण रेलवे, पार्क टाउन, चेन्नई — 600 003.
- दक्षिण मध्य रेलवे, रेल निलायम, सिकन्दराबाद — 500 071.
- दक्षिण पूर्व रेलवे, गाडेंग रीव, कोलकाता — 700 043.
- पूर्वोत्तर रेलवे, गोरखपुर — 273 012.
- पूर्वोत्तर रेलवे, गालीगांव, गुवाहाटी — 781 011.
- पश्चिम रेलवे, चर्चगेट, गुम्बई — 400 020.
- पूर्व मध्य रेलवे, हाजीपुर — 844 101.
- पूर्व राटीय रेलवे, बीड़ीए रेंटल कालोनी, रेलवे काम्पलेक्स, चंद्रशेखरपुरा, गुवाहाटी— 751 016.
- उत्तर मध्य रेलवे, हारिटंग रोड, इलाहाबाद — 211 001.
- उत्तर पश्चिम रेलवे, जयपुर — 302 006.
- दक्षिण पश्चिम रेलवे, हुबली — 580 023.
- पश्चिम मध्य रेलवे, जबलपुर — 482 001.
- दक्षिण पूर्व मध्य रेलवे, आरोड़ी काम्पलेक्स, बिलासपुर—495004

(ब) माल डिब्बा निर्माता

- गेसर्स टैक्सामैको रेल एप्ल इंजीनियरिंग लिं0, 9/1, बिलिंग, सार आर0एंटी 0 मुख्यजी रोड, कोलकाता—700 001
- गेसर्स टीटागढ़ वैगन लिं0, टीटागढ़ टावर, 756 आनन्द पुर, कोलकाता—700 107
- गेसर्स हिन्दुरतान इंजीनियरिंग इंडस्ट्रीज लिं0, गोदी भवना, 27, सार आर0एंटी 0 मुख्यजी रोड, कोलकाता—700 001
- गेसर्स बेरको लिं0, (वैगन डिवीजन) 8 अग्नि गोइत्रा रोड, बालीयुगे, कोलकाता 700 019
- गेसर्स मार्डन इंडस्ट्रीज लिं0, जीटी रोड, साहिबाबाद, गाजियाबाद 201 005
- गेसर्स जुपिटर वैगन लिं0, 11, सत्यन दत्ता रोड, कोलकाता 700029
- गेसर्स सिमको लिं0, 756 आनन्द पुर, ईएम बाइपारा, कोलकाता—700 107
- गेसर्स बेरको लिं0, (फाउण्डरी डिवीजन), "पूमा", 7वाँ तल, 5/2 रोड रेल रोड, कोलकाता—700 071
- गेसर्स जिन्दल रेल इन्फारद्वकर्स लिं0, एनएव 8, नियर कर्जना आर्ट एप्ल कामर्स कालेज, पोरट एप्ल ताल्लुका कर्जना, जिला वडोदरा—391 440
- गेसर्स एमटेक रेलकार इंडस्ट्रीज प्राठ लिं0, विलेज एप्ल पोरट साधूगढ़, जिला फतेहगढ़ साहिब, पंजाब—06
- गेसर्स सोल राइट्स बैगल वैगन इंडस्ट्री लिं0 मेंदो रार्विंस बिलिंग, बपुर्थ तल, 56 रीडार एवेन्यू, कोलकाता—700 012,
- गेसर्स कामर्शियल इंजीनियर एप्ल बाड़ी बिल्डर कं0 लिं0 124 नैपियर टाउन, जबलपुर—482001
- गेसर्स जोसोप एप्ल कं0 लिं0, 63 नेताजी सुभाष चन्द्र रोड, 21 एवं 22, जैरोर रोड दमदग, कोलकाता—700 028

(स) प्रोडक्शन युनिट्स

- गेसर्स बर्न रेटेप्लॉर्ट कं0 लिं0, 28बी, राजा रांतोष रोड, कोलकाता—700027
- गेसर्स बर्न रेटेप्लॉर्ट कं0 लिं0 बर्नपुर वर्करी, बर्नपुर 713325 (बर्धवान)
- गेसर्स ब्रेथवेट एप्ल कं0 लिं0 5, हाइड रोड, कोलकाता—700043
- गेसर्स भारत वैगन इंजीनियरिंग कं0 लिं0, पॉववा ताल, सी ब्लाक, गौर्या लोक काम्पलेक्स, लाल बग्लो रोड, पटना—800001
- गेसर्स भारत वैगन एप्ल इंजीनियरिंग कं0 लिं0, गुणाफ्फरपुर बिहार—842 001

No. 2019/CRIS/NDLS-ITPI/RFID/POLICY/0151/Pt. 1

Dated: 04.04.2019

EDS/ Wagon

RDSO

Lucknow

## Sub: Registration and approval of RFID Tag Vendors – Second EOI

Ref: EOI No. 2018/CRIS/NDLS-ITPI/RFID/Project/0139 Part-1 published on 07/06/18.

1. The process for registration and approval of RFID Tag Vendors (Second EOI) has been completed.
2. This process is broadly in line with RDSO procedure for Vendor approval.
3. Based on the Type Testing results, the following RFID Tag Vendors have been found suitable for empanelment for 'RFID Tags for use for identification of vehicles on Indian Railways' (version 4.1).

S/N	Name of Vendor
1	OMNI-ID India Pvt. Ltd., #211, V Times Square, Plot No. 3, Sector - 15, CBD Belapur, Navi Mumbai, Maharashtra – 400614
2	Syrma Technology Private Limited, B-27, Zone-B, Phase-II, MEPZ-SEZ, Tambaram, Chennai-600045
3	APK Identification, Plot no. 129-B, NSEZ Phase-2, Noida (U.P.)-201305
4	Ecartes Technology Pvt Ltd, 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002

4. RDSO is requested to issue necessary instructions to all concerned in this regard.



(Jayant Kumar)  
General Manager/IC

Copy for information to:

- i) Chief Administrative Officer, COFMOW, Tilak Bridge, New Delhi.
- ii) EDME/Dev, EDME/Freight, EDME/Coaching, EDME/Traction, EDEE/RS, EDEE/G, Railway Board.
- iii) OMNI-ID India Pvt. Ltd., #211, V Times Square, Plot No. 3, Sector - 15, CBD Belapur, Navi Mumbai, Maharashtra – 400614
- iv) Syrma Technology Private Limited, B-27, Zone-B, Phase-II, MEPZ-SEZ, Tambaram, Chennai-600045
- v) APK Identification, Plot no. 129-B, NSEZ Phase-2, Noida (U.P.)-201305
- vi) Ecartes Technology Pvt Ltd, 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002

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ANNEXURE- A OF SECTION-VI

1. We, M/s. **Ecartes Technology Pvt Ltd** herewith submit our technical bid against the COFMOW's tender No. **OP307731**  
We, M/s **Ecartes Technology Pvt Ltd** have been found suitable for empanelment based on type testing results from CRIS for RFID tag as per CRIS letter No. **2019/CRIS/NDLS-ITPI/RFID/POLICY/0151/Pt. 1**. Letter of CRIS is enclosed
2. We shall undertake the complete work of supply of RFID tags, their fitment on wagons of IR, data writing as per RDSO technical specification, uploading and maintenance of data as per tender conditions.
3. We hereby confirm that we would supply spare UHF RFID Tags for a period of expected life of the same, as and when ordered separately.
4. We will be fully responsible for rectification work of any defect in Tag due to manufacturing, fitment, writing of data, uploading of data & maintenance of data during warranty period.
5. We further submit the following information about our technical offer submitted against the requirements of clauses covered in Section-IV & Section-V. We understand that any omission of any of the below mentioned information will render our offer incomplete to that extent.

Sr No.	Clause No.	Section	Complied/Not Complied	Remarks, if any
1	No deviation	-	-	N/A

Manoj BENG  
Ecartes Technology Pvt Ltd

MANOJ BENG  
Ecartes Technology Pvt Ltd  
14, 1st Floor, IREPS, New Delhi-110022  
Mobile: 9810000000, 9810000000  
Email: manoj@ecartes.com

Signature invalid

**Ecartes Technology Pvt Ltd.**

Digital  
MANOJ  
BENG  
Date: 10.01.2019  
14:14 IST  
Reason: IREPS  
Location: New Delhi

27



14, 1st Floor, IREPS, New Delhi-110022 (INDIA)



## CRIS/NDLS-ITPI/RFID/Project/0139/Part-1

No. 2019/CRIS/NDLS-ITPI/RFID/POLICY/0151/Pt. 1

Dated: 04.04.2019

EDS/ Wagon  
RDSO  
Lucknow

### **Sub: Registration and approval of RFID Tag Vendors – Second EOI**

**Ref: EOI No. 2018/CRIS/NDLS-ITPI/RFID/Project/0139 Part-1 published on 07/06/18.**

1. The process for registration and approval of RFID Tag Vendors (Second EOI) has been completed.
2. This process is broadly in line with RDSO procedure for Vendor approval.
3. Based on the Type Testing results, the following RFID Tag Vendors have been found suitable for empanelment for 'RFID Tags for use for identification of vehicles on Indian Railways' (version 4.1).

S/N	Name of Vendor
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2	Syrma Technology Private Limited, B-27, Zone-B, Phase-II, MEPZ-SEZ, Tambaram, Chennai-600045
3	APK Identification, Plot no. 129-B, NSEZ Phase-2, Noida (U.P.)-201305
4	Ecartes Technology Pvt Ltd, 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002

4. RDSO is requested to issue necessary instructions to all concerned in this regard.

(Jayant Kumar)  
General Manager/IC

Copy for information to:

- i) Chief Administrative Officer, COFMOW, Tilak Bridge, New Delhi.
- ii) EDME/Dev, EDME/Freight, EDME/Coaching, EDME/Traction, EDME/RS, EDEL/G, Railway Board.
- iii) OMNI-ID India Pvt. Ltd., #211, V Times Square, Plot No. 3, Sector - 15, CBD Belapur, Navi Mumbai, Maharashtra – 400614
- iv) Syrma Technology Private Limited, B-27, Zone-B, Phase-II, MEPZ-SEZ, Tambaram, Chennai-600045
- v) APK Identification, Plot no. 129-B, NSEZ Phase-2, Noida (U.P.)-201305
- vi) Ecartes Technology Pvt Ltd, 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002



भारत सरकार -रेल मंत्रालय  
अनुसंधान अभियान और गानक संगठन  
लखनऊ - 226011  
Fax : 91-0522-2452494  
Tele/Fax: 0522- 2465773

Government of India - Ministry of Railways  
Research Designs & Standards Organisation  
Lucknow - 226011  
DID (0522)2450115  
DID(0522)2465310



No. MW/RFID

Date: 18.4.2019

**All PCMEs, Wagon Builders, PSU'S, (as per list attached)**

Sub: Registration and approval of RFID tag vendors.

- Ref: (i) CRIS letter NO. 2018/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/pt.1  
dated 08.01.2019  
(ii) CRIS letter NO. 2019/CRIS/NDLS-ITPI/RFID/Policy/0151/Pt.1  
dated 04.04.2019.

Vide reference (i) and (ii) above, CRIS has informed the following suitable RFID tag sources for supply of RFID Tags for use for identification of vehicles on Indian Railways (Version 4.1) till date:-

S.No.	Name of vendor
1	M/S Omania Technologies Pvt. Ltd., Plot No.68, sector-5, IMT Manesar, Gurugram, Haryana-122050.
2	ID Tech Solutions Private Limited, Plot no.610, Udyog Vihar phase V, Gurgaon-122016.
3	PVL tag factory India Pvt. Ltd., W-1, Sector-11, Noida (U.P.)-201301.
4	OMNI-ID India Pvt. Ltd., # 211, V Times square. Plot No.3, sector-15. CBD Belapur, Navi Mumbai, Maharashtra-400614.
5	Syrma Technology private Limited, B-27, Zone-B, Phase-II, MEPZ-SEZ, Tambaram, Chennai-600045.
6	APK Identification, Plot No. 129-B, NESZ Phase-2, Noida (U.P.)-201305.
7	Ecartes Technology Pvt. Ltd., 4805/24, Bharat Ram Road, Daryaganj, New Delhi-110002.

For any further information/clarification related to specification, source, inspection procedure and data writing/retrieving from RFID tags, you may directly contact to CRIS Office.

DA: Nil.

*Pandey*  
18.4.19  
(P.K. Pandey)  
Director/ Wagon  
for Director General/RDSO

Copy to:

- (i) EDME(Freight), Railway Board, New Delhi-110 001
- (ii) General Manager/CRIS/RFID, Chanakya Puri, New Delhi-110 021.
- (iii) EDQA(Mech.), RDSO, Lucknow-226011.
- (iv) Director/QA (Mech.), RDSO, Koilagh Street, Kolkata-700 001.
- (v) Director/QA (Mech.), RDSO, Shankar Market, Near Scot Building, New Delhi-110 001

(अ) मुख्य यांत्रिक अग्नियन्ता :

- मध्य रेलवे, छत्रपति शिवाजी टर्मिनस, मुंबई - 400 001.
- पूर्व रेलवे, फेयरली प्लेस, कोलकाता - 700 001.
- उत्तर रेलवे, बड़ौदा हाउस, नई दिल्ली - 110 001.
- दक्षिण मध्य रेलवे, पार्क टाउन, चेन्नई - 600 003.
- दक्षिण मध्य रेलवे, रेल निलायग, सिक्किम राज्य - 500 071.
- दक्षिण पूर्व रेलवे, गार्डन रीव, कोलकाता - 700 043.
- पूर्वोत्तर रेलवे, गोरखपुर - 273 012.
- पूर्वोत्तर सीमान्तर रेलवे, गालीगाँव, गुवाहाटी - 781 011.
- पश्चिम रेलवे, चर्चगेट, मुंबई - 400 020.
- पूर्व मध्य रेलवे, हाऊपुर - 844 101.
- पूर्व स्टीय रेलवे, बीड़ीए रेंटल कालोगी, रेलवे काम्पलेक्स, वन्द्रशेखरपुरा, गुवाहाटी - 751 016.
- उत्तर मध्य रेलवे, हासिंग रोड, इलाहाबाद - 211 001.
- उत्तर पश्चिम रेलवे, जयपुर - 302 006.
- दक्षिण पश्चिम रेलवे, लुबली - 580 023.
- पश्चिम मध्य रेलवे, जबलपुर - 482 001.
- दक्षिण पूर्व मध्य रेलवे, आरोही काम्पलेक्स, विलासपुर 495004

(ब) माल डिब्बा निर्माता

- मेसर्स टैक्समैको रेल एप्ड इंजीनियरिंग लिंग, 9/1, बिरला बिल्डिंग, सार आरोही कूर्खाडी रोड, कोलकाता - 700 001
- मेसर्स टीटागढ़ वैगन लिंग, टीटागढ़ टावर, 756 आनन्द पुर, कोलकाता - 700 107
- मेसर्स इन्दुस्ट्रियल इंजीनियरिंग इंडस्ट्रीज लिंग, गोदी शंकरा, 27, सार आरोही कूर्खाडी रोड, कोलकाता - 700 001
- मेसर्स बेस्को लिंग, (वैगन डिवीजन) 8 अग्नि गोइत्रा रोड, बालीगुंगे, कोलकाता - 700 019
- मेसर्स गार्डन इंडस्ट्रीज लिंग, जीटी रोड, साहिबाबाद, गाजियाबाद - 201 005
- मेसर्स जुपिटर वैगन लिंग, 11, सत्यन दत्ता रोड, कोलकाता - 700029
- मेसर्स सिगको लिंग, 756 आनन्द पुर, इण्ड बाइपास, कोलकाता - 700 107
- मेसर्स बेस्को लिंग, (फाउण्डरी डिवीजन), "पूर्णग", 7वाँ तल, 5/2 रोड रेल रेली, कोलकाता - 700 071
- मेसर्स जिन्दल रेल इन्फ्रास्ट्रक्चर्स लिंग, एनएव 8, नियर कर्जग आर्ट एप्ड कामर्स कालेंग, पोर्ट एप्ड ताल्लुका कर्जग, जिला वडोदरा - 391 440
- मेसर्स एगटेक रेलकार इप्डरस्ट्रीज प्रा० लिंग, विलेज एप्ड पोर्ट साधूगढ़, जिला फतेहगढ़ साहिब, पंजाब - 06
- मेसर्स सोल राइट्स बैगल वैगन इप्डरस्ट्री लिंग गेट्रो सार्विंग, वहुर्थ तल, 56 रीडार एवेन्यू, कोलकाता - 700 012.
- मेसर्स कामर्शियल इंजीनियर एप्ड बाडी बिल्डर कं० लिंग 124 गैपियर टाउन, जबलपुर - 482001
- मेसर्स जोसोप एप्ड कं० लिंग, 63 नेताजी सुग्राम वन्द्र रोड, 21 एवं 22, जोसोर रोड दमादग, कोलकाता - 700 028

(स) प्रोडक्शन युनिट्स

- मेसर्स बर्न स्टैप्हल्ड कं० लिंग, 28वी, राजा रांगोष रोड, कोलकाता - 700027
- मेसर्स बर्न स्टैप्हल्ड कं० लिंग बर्नपुर वर्करी, बर्नपुर - 713325 (बर्धवान)
- मेसर्स ब्रेथवेट एप्ड कं० लिंग 5, हाइड रोड, कोलकाता - 700043
- मेसर्स भारत वैगन इंजीनियरिंग कं० लिंग, पॉववा तल, रीच्लाक, गौर्या लोक काम्पलेक्स, डाक बग्लो रोड, पटना - 800001
- मेसर्स भारत वैगन एप्ड इंजीनियरिंग कं० लिंग, मुजफ्फरपुर बिहार - 842 001



INDIAN RAILWAYS

कारबाना आधुनिकीकरण केन्द्रीय संगठन

रेलवे आफिरेस कॉम्प्लेक्स, तिलक ब्रिज, नई दिल्ली-110002

फैक्स : +91 (011) 23378159, 23370347, 23370344

CENTRAL ORGANISATION FOR MODERNIZATION OF WORKSHOPS

Railway Offices Complex, Tilak Bridge, New Delhi-110002

Fax : +91 (011) 23378159, 23370347, 23370344



AN ISO 9001 ORGANISATION

C-77

No. COFMOW/IR/S/P-1/OP-307731

Dated: 30.04.2019

Corrigendum No. 4

Sub: Tender No. OP-307731 due on 03.05.19 for supply and fitment of UHF RFID Tags.

Following corrigendum may please be incorporated in the subject tender:

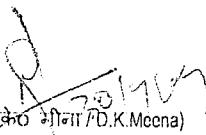
S.N	Cl. No.	Section	Existing Entry	Now to read as
1.	10	Table of contents section IV, V & VI (Page no.2)	Annexure H -- Details of huck bolting machine and portable RFID reader proposed to be deployed by the contractor.	Annexure H -- Details of Fixation tools for single-sided riveting and portable RFID reader proposed to be deployed by the contractor.
2.	2.9	Section - IV	The contractor shall provide two days training, free of cost, to the staff nominated by the Railways at each location mentioned in schedule 1 on Annexure -- C of section VI work in line with scope of work. The content of training may include procedure of fitment of RFID tag by huck bolting machine, data writing by handheld device etc.	The contractor shall provide two days training, free of cost, to the staff nominated by the Railways at each location mentioned in schedule 1 on Annexure -- C of section VI work in line with scope of work. The content of training may include procedure of fitment of RFID tag by Fixation tools for single-sided riveting, data writing by handheld device etc.
3.	3.6	Section - IV	Railway shall provide to the contractor, free of cost covered cost (preferably a room of adequate capacity) for storage of UHF RFID Tags, Fasteners, huck bolting machine, tools and other equipments required for fitment of UHF RFID Tags.	Railway shall provide to the contractor, free of cost covered cost (preferably a room of adequate capacity) for storage of UHF RFID Tags, Steel Rivets, Fixation tools for single-sided riveting, tools and other equipments required for fitment of UHF RFID Tags.
4.	4.4	Section-IV	The contractor shall ensure availability of Fasteners, drill bits, (which shall be used in the fitment of UHF RFID Tags on wagons), Huck bolt machine, tools which will require for fitment of RFID Tags and portable readers for writing of data on the same. Contractor shall provide details as per Annexure -H of Section VI	The contractor shall ensure availability of Steel Rivets, drill bits, (which shall be used in the fitment of UHF RFID Tags on wagons), Fixation tools for single-sided riveting, tools which will require for fitment of RFID Tags and portable readers for writing of data on the same. Contractor shall provide details as per Annexure -H of Section VI
5.	2.4	Section-V	Details of Huck Bolting Machine and Portable reader proposed to be deployed by the Contractor in Annexure - H of Section VI	Details of Fixation tools for single-sided riveting and Portable reader proposed to be deployed by the Contractor in Annexure - H of Section VI
6.	2.6	Section-V	Fixing Arrangement for UHF-RFID Tags i.e. non break stem fasteners (similar to small diameter huck bolt) etc. shall be in accordance with the RDSO letter no. MW/RFID, dated 08.10.2018- Specification No.2016/ CRIS/NDLS- ITPI/ WS-C/POLICY/RFID/ 0101 /PT-1 for "Specification of Tags for use for identification of Vehicles on Indian Railways (V4.1)", attached at Annexure-I of section-Vi	Fixing Arrangement for UHF-RFID Tags in accordance with the CRIS letter No. 2016/CRIS/NDLS- HQ/CC/PROJECT/RFID/0225, dated 02/04/19 -- "Universal fixation method of RFID Tags for all Rolling Stock". attached at Annexure - L.
7.	3.1	Section-V	One copy of the printed literature of the UHF RFID Tags, Huck bolting machine and its working must be enclosed with each copy of the bid.	One copy of the printed literature of the UHF RFID Tags, Fixation tools for single-sided riveting and its working must be enclosed with each copy of the bid.
8.	8.	Section - VI Annexure to Technical Specification (Annexure H)	Details of Huck Bolting Machine and Portable reader proposed to be deployed by the Contractor	Details of Fixation tools for single-sided riveting and Portable reader proposed to be deployed by the Contractor.

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20/4/91

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9.	Anne xurc- H	Subject :	Details of Huck Bolting Machine and Portable reader proposed to be deployed by the Contractor.	Details of Fixation tools for single-sided riveting and Portable reader proposed to be deployed by the Contractor.
	Anne xurc -H	Section - VI	No. of Huck Bolting machines to be deployed for fitment of Tag on wagons	No. of Fixation tools for single-sided riveting to be deployed for fitment of Tag on wagons

All other terms and conditions of above tender remain un-changed.

  
(डी.के. मीना / D.K. Meena)

वरिष्ठ रागत्री प्रबंधक / Sr. Materials Manager  
कृतो शप्तार नियंत्रक / For Controller of Stores



INDIAN RAILWAYS

कारखाना आधुनिकीकरण केन्द्रीय संगठन  
रेलवे अफिसरेस कॉम्प्लेक्स, तिलक ब्रिज, नई दिल्ली-110002  
फैक्स : +91 (011) 23378159, 23370347, 23370344  
CENTRAL ORGANISATION FOR MODERNIZATION OF WORKSHOPS  
Railway Offices Complex, Tilak Bridge, New Delhi-110002  
Fax : +91 (011) 23378159, 23370347, 23370344



AN ISO 9001 ORGANISATION

No. COFMOW/IR/S/P-1/OP-307731

Dated: 16.04.2019

Corrigendum No. 2

Sub: Tender No. OP-307731 due on 26.04.19 for supply and fitment of UHF RFID Tags.

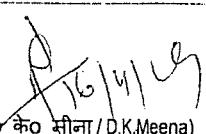
Following corrigendum may please be incorporated in the subject tender:

CORRIGENDUM				
S.No.	Clause No.	Section	As per existing Tender	Now to Read as
1.	1.1	Special condition of tender	Railway reserve the right to place order on the firm whose prototype has been type tested and found suitable for empanelment by CRIS for RFID Tags for identification of vehicles on Indian Railways (RDSO specification No. 2016/CRIS/NDLS/ITPI/WS-C/POLICY/RFID/0101/Pt.1 (V 4.1)	Railway reserve the right to place order on the vendor whose proto type has been type tested and found suitable for registration and empanelment of RFID Tags for use of identification of vehicles on Indian Railways by CRIS and forwarded by RDSO.
2.	2.4	Section IV	The fitment of UHF RFID tag should be as per RDSO letter No. MW/RFID dt. 10.01.2018 for "provision of RFID Tags in Wagon" attached at Annexure J of Section VI. After fitment UHF RFID Tag to be painted with same color of that wagon. Fasteners, Drill bits, and Huck bolt machine (which shall be used for fitment of UHF RFID Tags on wagons) & manpower shall be within the scope of work. The Tag is expected to be directly attached to the sole bar using fasteners to the vehicle body. The fastener will be 1/4 <sup>th</sup> inch (approximately 6.3 mm) in diameter as mentioned in specification of RFID Tag Specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.1 (V 4.1)	The fitment of UHF RFID tag should be as per RDSO letter No. MW/RFID dt. 10.01.2018 for "provision of RFID Tags in Wagon" attached at Annexure J of Section VI. The fixation method of RFID tags will be as per CRS letter no.2016/CRIS/NDLS-HQ/CC/Project/RFID/0225 dated 02.04.2019 placed at Annexure-L of Section VI
3.	2.5	Section IV	The contractor shall write wagon data in EPC memory and user area on all UHF RFID Tags as per RDSO letter No. MW/RFID, dated 25.07.2018 – Specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.1 for Guideline for using data of RFID Tags of the Indian Railways (V 2,2,0) attached at Annexure – K of Section VI	The contractor shall write wagon data in EPC memory and user area on all UHF RFID Tags as per CRIS Specification for Guideline for using data of RFID Tags of the Indian Railways (V 3,0)- 2016/CRIS/NDLS-ITPI/WS-C/POLICY/RFID/0101/PT-1, dated 02.04.2019 attached at Annexure – K of Section VI
4.	2.6	Section IV	The contractor shall maintain system for storing EPC and user area data of UHF RFID Tag. Till CRIS server is ready, the Contractor shall maintain the data and should push the data regularly to CRIS URL or email in CSV format to CRIS. Once CRIS centralised application is ready, the	The contractor shall maintain system for storing EPC and user area data of UHF RFID Tag. Till CRIS server is ready, the Contractor shall maintain the data and should push the data regularly to CRIS URL or email in XML format to CRIS as mentioned in CRIS Specification for Guideline for using

			data maintained by the contractor has to be migrated to CRIS server	data of RFID Tags of the Indian Railways (V 3.0 )- 2016/CRIS/NDLS-ITPI/WS-C/POLICY /RFID/0101 /PT-.I, dated 02.04.2019 attached at Annexure – K of Section VI. Once CRIS centralised application is ready, the data maintained by the contractor has to be migrated to CRIS server
5.	4.3	Section IV	Contractor shall prepare and submit daily position as per annexure E of Section VI to consignee along with hard copy of EPC and user area data of each tag (wagon) as per the specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.I (V2,2,0) and log to be submitted to consignee every day	Contractor shall prepare and submit daily position as per annexure E of Section VI to consignee along with hard copy of EPC and user area data of each tag (wagon) CRIS Specification for Guideline for using data of RFID Tags of the Indian Railways (V 3.0 )- 2016/CRIS/NDLS-ITPI/WS-C/POLICY /RFID/0101 /PT-.I, dated 02.04.2019 attached at Annexure – K of Section VI and log to be submitted to consignee every day
6.	2.8	Section V	Guidelines for using data of RFID Tags of the Indian Railways (V 2,2,0) for data writing shall be as per RDSO letter No. MW/RFID dated 25.07.2018- Specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.I (V2,2,0) attached as Annexure K of Section VI	CRIS Specification for Guideline for using data of RFID Tags of the Indian Railways (V 3.0 )- 2016/CRIS/NDLS-ITPI/WS-C/POLICY /RFID/0101 /PT-.I, dated 02.04.2019 attached at Annexure – K of Section VI
7.		Annexure E of Section VI	It is certified that the contractor has completed fitment, data writing, uploading of data and commissioning of RFID Tags on wagons as per above details against COFMOW's contractor/(AT) No.....dated .....and provided hardcopy of EPC and user area data of each tag (wagon) as per the specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.I (V2,2,0) and log file.	It is certified that the contractor has completed fitment, data writing, uploading of data and commissioning of RFID Tags on wagons as per above details against COFMOW's contractor/(AT) No.....dated .....and provided hardcopy of EPC and user area data of each tag (wagon) as per CRIS Specification for Guideline for using data of RFID Tags of the Indian Railways (V 3.0 )- 2016/CRIS/NDLS-ITPI/WS-C/POLICY /RFID/0101 /PT-.I, dated 02.04.2019 attached at Annexure – K of Section VI and log file.
8.		Annexure F of Section VI	It is certified that the contractor has completed The work of fitment, data writing, uploading of data and commissioning of RFID Tags on wagons as per above details against COFMOW's contractor/(AT) No.....dated .....and provided hardcopy of EPC and user area data of each tag (wagon) as per the specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.I (V2,2,0) and log file.	It is certified that the contractor has completed The work of fitment, data writing, uploading of data and commissioning of RFID Tags on wagons as per above details against COFMOW's contractor/(AT) No.....dated .....and provided hardcopy of EPC and user area data of each tag (wagon) as per CRIS Specification for Guideline for using data of RFID Tags of the Indian Railways (V3,0)- 2016/CRIS/NDLS-ITPI/WS-C/POLICY /RFID/0101 /PT-.I, dated 02.04.2019 attached at Annexure – K of Section VI and log file.



9.	11.	Section VI Annexure to Technical specification - Annexure K	Guidelines for using data of RFID Tags of the Indian Railways (V 2,2,0) as per RDSO letter No. MW/RFID dated 25.07.2018 Specification No. 2016/CRIS/NDLS-ITPI/WS- C/Policy/RFID/0101/Pt.I	CRIS Specification for Guideline for using data of RFID Tags of the Indian Railways (V 3,0 )- 2016/CRIS/NDLS-ITPI/WS- C/POLICY /RFID/0101 /PT.-I, dated 02.04.2019
10.	12	Section VI Annexure to Technical specification - Annexure -L.		Universal Fixation method of RFID TAGS for all rolling stock vide CRIS letter no.2016/CRIS/NDLS- HQ/CC/PROJECT/RFID/0225 Dated: 02.04.2019
11		Tender Opening date 03.05.2019 All other terms and conditions of above tender remain un-changed.		Tender Opening date 26.04.2019

  
 (डी.के० मीना / D.K.Meena)  
 वरिष्ठ सामग्री प्रबंधक / Sr. Materials Manager  
 कृते भण्डार नियंत्रक / For Controller of Stores

*8000/-*

*✓*

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**INDIAN RAILWAY  
CENTRAL ORGANISATION FOR  
MODERNISATION OF WORKSHOPS  
BID DOCUMENT  
PART - I**

**RAILWAY OFFICES COMPLEX,  
TILAK BRIDGE, NEW DELHI-110002  
INDIA**

**FAX: 91-11-23370347  
: 91-11-23378159**

**REVISION OCTOBER - 2017**



INDIAN RAILWAYS

कारखाना आधुनिकीकरण केन्द्रीय संगठन  
रेलवे ऑफिस कॉम्प्लेक्स, तिलक ब्रिज, नई दिल्ली-110002  
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CENTRAL ORGANISATION FOR MODERNIZATION OF WORKSHOPS  
Railway Offices Complex, Tilak Bridge, New Delhi-110002  
Fax : +91 (011) 23378159, 23370347, 23370344



NO. COFMOW/IR/S-101

Dated: 22.03.2018

## CORRIGENDUM No.01

The following modifications are hereby authorized in Bid Documents Part-I, Section-I with immediate effect:

Clause No.	Existing Clause	Revised Clause
0400	AGENTS AND SERVICE FACILITIES IN INDIA (APPLICABLE FOR FOREIGN FIRMS ONLY)	AGENTS/ASSOCIATES/SUBSIDIARY AND SERVICE FACILITIES IN INDIA (APPLICABLE FOR FOREIGN FIRMS ONLY)
0401	The foreign tenderer shall include in his offer the name of the person or the firm who will be acting as his representative/agent in India in respect of his offer. He shall also indicate the after sales service facilities which he or his representative/agent has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide.	The foreign tenderer shall include in his offer the name of the person or the firm who will be acting as his representative/agent/Associate/subsidiary in India in respect of his offer. He shall also indicate the after sales service facilities which he or his representative/agent/Associate/subsidiary has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide.
0402	Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India. They should quote net CFR price (indicating FOB price and Freight separately), exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the Purchaser will indemnify the supplier against payment of such commission to the Indian Agents/Associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates remuneration/or	Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates/subsidiary and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates/subsidiary or the representatives they have for servicing in India. They should quote net CFR price (indicating FOB price and Freight separately), exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates/subsidiary. It should be understood that the Purchaser will indemnify the supplier against payment of such commission to the Indian Agents/Associates/subsidiary in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates/subsidiary

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	commission covers a part of the price against the tender.	remuneration/or commission covers a part of the price against the tender.
0403	Foreign firms should furnish following particulars. Offers which do not comply are liable to be ignored.	Foreign firms should furnish following particulars. Offers which do not comply are liable to be ignored.
(i)	The name and address of the local agent.	<b>The name and address of the local agent/Associate/subsidiary</b>
(ii)	The amount of remuneration for the agent included in the offer.	The amount of remuneration for the agent/ <b>Associate/subsidiary</b> included in the offer.
(iii)	The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates.	The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates/ <b>subsidiary</b>
(iv)	The mutual interest which the manufacturer/principal and the Indian Agents/ Associates have in the business of each other.	The mutual interest which the manufacturer/principal and the Indian Agents/ Associates/ <b>subsidiary</b> have in the business of each other.
(v)	Any payment which the Agent/Associate received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.	Any payment which the Agent/Associate/ <b>subsidiary</b> received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee <b>or as remuneration</b> .
(vi)	Indian Agent's Income-tax Permanent Account Number.	Indian Agent's <b>/Associate/subsidiary</b> Income-tax Permanent Account Number.
(vii)	All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.	All services to be rendered by the Agent/Associate/ <b>subsidiary</b> whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
(viii)	Past performance	Past performance.
0404	In the case of foreign offers, the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, agency commission finally payable to the tenderer's agents in India under the contract will be converted to Indian Rupees at the T.T. buying rate of exchange ruling on date of placement of Order and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful commissioning of the machines.	In the case of foreign offers, the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, agency commission finally payable to the tenderer's agents in India under the contract will be converted to Indian Rupees at the T.T. buying rate of exchange ruling on date of placement of Order and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful commissioning of the machines.


  
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0405	<p>(i) The amount of Agency Commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian Agent. A certified photocopy of the Agency Commission agreement must be submitted alongwith the offer.</p> <p>(ii) The Indian agent will be required to submit a certificate, along with their Agency Commission bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s.....(i.e the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and detect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal(i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.</p>	<p>(i) The amount of Agency Commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian Agent. A certified photocopy of the Agency Commission agreement must be submitted alongwith the offer.</p> <p>(ii) The Indian agent will be required to submit a certificate, along with their Agency Commission bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s.....(i.e the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and detect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal(i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.</p>
0406	<p>Manufacturer may note that an agent can represent only one firm in a tender and any manufacturer cannot submit more than one offer against a tender through different sole selling agents or one offer directly and other offers through sole selling agents. In other words, in a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm can not bid through another agent. The relation between the Principal/OEM &amp; Agent or Indian Subsidiary (100% or otherwise) should be contractually established and clear.</p>	<p>Manufacturer may note that an agent/<u>Associate/subsidiary</u> can represent only one firm in a tender and any manufacturer cannot submit more than one offer against a tender through different sole selling agents or one offer directly and other offers through sole selling agents. In other words, in a tender, either the Indian agent/<u>Associate/subsidiary</u> on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm can not bid through another agent. The relation between the Principal/OEM &amp;</p>



		<b>Agent or Indian Subsidiary (100% or otherwise) or Associate should be contractually established and clear.</b>
0407	<p>The agent is official representative of manufacturer/principal/tenderer. Accordingly, manufacturer/principal/tenderer shall be fully responsible for the conduct of their appointed agent. This may please be noted.</p>	<p>The agent/Associate/Subsidiary or associate is official representative of manufacturer/principal/tenderer. Accordingly, manufacturer/principal/tenderer shall be fully responsible for the conduct of their appointed agent. This may please be noted.</p>
0408	<p>Foreign firms may authorize their Indian Agent to represent them, to bid, negotiate and conclude the contract on their behalf. They must submit valid authorization as per Annexure-4. The order/contract shall be directly placed in the name of foreign firm only and they shall be fully responsible for successful execution of contract in all respect.</p> <p>The Performance Guarantee bond shall be furnished by the foreign firms necessarily as per clause 0700 of General Conditions of Contract, Bid Document Part-I.</p>	<p>Foreign firms may authorize their Indian Agent/Associate/Subsidiary to represent them, to bid, negotiate and conclude the contract on their behalf. They must submit valid authorization as per Annexure-4. The order/contract shall be directly placed in the name of foreign firm only and they shall be fully responsible for successful execution of contract in all respect.</p> <p>The Performance Guarantee bond shall be furnished by the foreign firms necessarily as per clause 0700 of General Conditions of Contract, Bid Document Part-I.</p>

  
**Assist. Materials Manager  
for Controller of Stores.**



INDIAN RAILWAYS

कारखाना आधुनिकीकरण केन्द्रीय संगठन  
रेलवे अफिसर्स कॉम्प्लेक्स, तिलक ब्रिज, नई दिल्ली-110002  
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CENTRAL ORGANISATION FOR MODERNIZATION OF WORKSHOPS

Railway Offices Complex, Tilak Bridge, New Delhi-110002  
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COFMOW



AN ISO 9001 ORGANISATION

NO. COFMOW/IR/S-101

Dated: 05 .4.2018

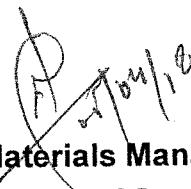
## CORRIGENDUM No.02

The following modification are hereby authorized in Bid Documents Part-I,Section-I with immediate effect:

		Existing Clause	Proposed Clause
1	0601 (Section -I)	<p>Earnest Money/Bid Guarantee for amount as stipulated in the "Bid Invitation" or an equivalent amount in the currency of the country of the tenderer shall accompany each tender. Tenderers not falling in the exempted categories mentioned in the subsequent para may remit the Earnest Money online through Payment gateway available on IREPS website. <b>Indigenous tenderers and Indian Agents quoting on behalf of Foreign tenderers will mandatorily be required to pay Earnest Money through Payment Gateway available on the IREPS website. However, foreign tenderers quoting against Global Tenders are allowed to submit Earnest Money in Physical form (manual mode) as mentioned herein under:</b></p>	<p>Earnest Money/Bid Guarantee for amount as stipulated in the "Bid Invitation" or an equivalent amount in the currency of the country of the tenderer shall accompany each tender. Tenderers not falling in the exempted categories mentioned in the subsequent para may remit the Earnest Money online through Payment gateway available on IREPS website.</p> <p><b>FOR GLOBAL TENDER</b></p> <p>Besides above, indigenous tenderers, foreign tenderers ,Indian agents quoting on behalf of foreign tenderers can also submit Earnest Money, in physical form ( manual mode) As mentioned herein under:</p> <p><b>Note:-</b>However, in global tender also, Online payment of EMD shall be preferred. In Case the tenderer wants to submit the EMD/Bid Guarantee in Manual Form ,then the reasons thereof and inescapability of submitting the same online Via IREPS website should be elucidated in details.</p>
2	0601 (d) (Section-I)	Deleted.	Indian Agents can pay Bid Guarantee, if authorized by the bidder. In manner other than bonds of IRFC and KRCL. In such case, the proforma of Bank Guarantee for Bid Guarantee shall be as per Annexure 3A.
3	0611 (4) (Section -I)	The Bank Guarantee should be in the prescribed format	The Bank Guarantee should be in the prescribed format (Annexure-3 & 3A,

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		(Annexure-3, Section-III of Bid Document Part-I) and completely in the typed form.	Section-III of Bid Document Part-I) and completely in the typed form
4	<b>Annexure-3A</b>	Deleted.	Proforma for bank Guarantee for Bid Guarantee (Submitted by Indian Agent on behalf of bidder)

  
**Assist. Materials Manager**  
**for Controller of Stores.**

**ANNEXURE – 3A**  
(Please see clause -0601(d)  
of 'Instructions to Tenderers')

**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE  
(SUBMITTED BY INDIAN AGENT ON BEHALF OF BIDDER)  
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Ref .....

Date .....

Bank Guarantee No .....

To,

THE PRESIDENT OF INDIA  
acting through the Controller of Stores,  
Central Organisation for Modernisation of Workshops,  
New Delhi - 110 002.

Dear Sir,

In reference to letter no..... dated .....of "Bidder" M/s. ....(Name & Address of bidder) authorising M/s.....(Name & Address of Indian agent) as Bidder's Indian Agent and in accordance with your invitation to tender No.....for supply of .....we,

M/s.....(Name of Indian Agent) hereinafter called the Indian Agent of the bidder with the following Directors on their Board of Directors/partners of the firms:

- |    |     |
|----|-----|
| 1. | 2.  |
| 3. | 4.  |
| 5. | 6.  |
| 7. | 8.  |
| 9. | 10. |

Agree to submit this bank guarantee for and on behalf of the "Bidder" who wish to participate in the said tender for the supply of ..... I/We, the Indian Agent of the bidder assume and own the responsibility for payment of the dues under this Bank Guarantee. As a Bank Guarantee against Bid Guarantee for the sum of ..... (in words & figures) valid for (225) two hundred and twenty five days from the date of opening of the tender viz ..... is required to be submitted by the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of (225) two hundred and twenty five days to immediately pay, on demand by the Controller of Stores or Financial Advisor & Chief Accounts Officer, Central Organisation for Modernisation of Workshops, Railway Offices Complex, Tilak Bridge, New Delhi - 110 002, INDIA in writing the amount of ..... (words & figures) to the said Controller of Stores or Financial Advisor & Chief Accounts Officer, Central Organisation for Modernisation of Workshops, Railway Offices Complex, Tilak Bridge, New Delhi -110 002, INDIA, and without any reservation and recourse, if :-

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser ; or
- (ii) the tenderer withdraws the said bid within 180 days after opening of bid ; or

(iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the General Conditions of the Contract.

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on ..... if further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/S ..... on whose behalf this guarantee is issued.

Date .....

Signature .....

Place .....

Printed Name .....

Witness:

1.

.....  
(Designation)

.....  
(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.:

E-Mail Address:



INDIAN RAILWAYS

कारखाना आधुनिकीकरण केन्द्रीय संगठन  
रेलवे ऑफिसरेस कॉम्प्लेक्स, तिलक ब्रिज, नई दिल्ली-110002  
फैक्स : +91 (011) 23378159, 23370347, 23370344

CENTRAL ORGANISATION FOR MODERNIZATION OF WORKSHOPS

Railway Offices Complex, Tilak Bridge, New Delhi-110002  
Fax : +91 (011) 23378159, 23370347, 23370344



Dated: 19.06.2018

NO. COFMOW/IR/S-101

## CORRIGENDUM No.03

The following Clause is incorporated in Bid Documents Part-I, Section-II with immediate effect:

Clause No.	Existing Clause	To be read as
1902	Payments against foreign contractors will be arranged through normal banking channels except where payment through letter of credit has been stipulated in the contract. In the case of payment through the letter of credit, all charges levied by the foreign bank(s) shall be borne by the Contractor.	<p><b>1902 (1) Payments against foreign contractors will be arranged through normal banking channels except where payment through letter of credit has been stipulated in the contract. In the case of payment through the letter of credit, all charges levied by the foreign bank(s) shall be borne by the Contractor.</b></p> <p><b>1902 (2) INSTRUCTIONS FOR TENDERERS ON LC MODE OF PAYMENTS</b></p> <p>Scheme of Letter of Credit for Domestic Supplies (including all service and maintenance contracts) tenders, having estimated value of Rs10lakhs and above:</p> <ul style="list-style-type: none"> <li>a) All Tenders invited by Zonal Railways and Production Units ,having estimated value of Rs.10 lakhs and above, shall have an option for the supplier/contractor to take payment from Railways through a letter of credit(LC)arrangement.</li> <li>b) The LC will be a sight LC.</li> <li>c) The bidder, at the time of bidding itself, shall exercise an option, infavour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder 'soffer'.</li> <li>d) Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.</li> <li>e.) The incidental cost @0.15% of LC value, towards issue of LC and operation thereof shall be borne by the supplier/ contractor and shall be recovered from their bills.</li> <li>f) State Bank of India through its branches shall be the Banker for Railways for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of these contracts.</li> <li>g) The schedule of payment liability arising in the contract shall</li> </ul>

19/6/18  
P

	<p>be established by the Railways based on the prescribed delivery schedule/ stages of supply.</p> <p>h) The acceptable, agreed upon document for payments to be released under the LC so opened, shall be a Document of Authorization.</p> <p>i) The supplier/ contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply /contract agreement to issue Document of Authorisation to enable supplier/ contractor to claim the authorized amount from their Banker.</p> <p>j) Accounts Officer responsible for passing the claim will issue the Document of Authorization.</p> <p>k.) The supplier/ contractor shall take print out of the Document of Authorisation available on IREPS portal and present his claim to his banker (advising bank ) for necessary payments as per LC terms and condition. The claim shall comprise LC Document of Authorisation, Bill of Exchange and Invoice.</p> <p>l) The bank shall also recover any amount as may be advised by railway against the contractor/ supplier.</p> <p>m) The Contractor/ Vendor shall indemnify and save harmless the Railway from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor/ Vendor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/ borne by Railways on this account shall be considered as reasonable compensation and paid by Contractor/ Vendor.</p>
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 19/6/18  
**Sr. Materials Manager**  
 for Controller of Stores.

**Copy to: PS to CAO for kind information for CAO.**

1. CME, CME(P), CME/PCM, CPM, Dy. CME-I, II, III, IV, Dy. CPM, AEME
  2. FA&CAO, FA&CAO-II, Dy. FA&CAO, Sr.AFA, AFA
  3. CEE, Dy. CEE
  4. COS, COS-II, Dy. CMM-I & II, SMM,AMM
  5. SS/P-1, P-2 & CTC.
- SSE/Ptg. He is advised to include the corrigendum in Bid Document



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AN ISO 9001 ORGANISATION

NO. COFMOW/IR/S-101

Dated: 03 .07.2018

**CORRIGENDUM No.04**

The following modification are hereby authorized in Bid Documents Part-I,Section-I with immediate effect:

S. No	Clause No.	Description of the clause
1	Annexure-4 (Authority from manufacturers)	<b>The word 'Agents' may be replaced with Agents/Associates/Subsidiary wherever appearing.</b>
2	Corrigendum No.02 dated 05.04.2018 and Annexure-3A (Bank Guarantee) issued under corrigendum No.2 dt.05.04.2018	<b>The word 'Agents' may be replaced with Agents/Associates/Subsidiary wherever appearing.</b>
3	0114 of (3)	<b>Existing clause-:</b> Minimum local content- Minimum content shall ordinarily be 50%, it may be reduced on case to case basis.  <b>Revised clause-:</b> Minimum Local content- Minimum content shall be 50%,

  
Sr. Materials Manager  
for Controller of Stores.

Copy to: PS to CAO for kind information for CAO.

1. CME, CME(P), CME/PCM, CPM, Dy. CME-I, II, III, IV, Dy. CPM, AEME
2. FA&CAO, FA&CAO-II, Dy. FA&CAO, Sr.AFA, AFA
3. CEE, Dy. CEE
4. COS, COS-II, Dy. CMM-I & II, SMM, ~~SMM~~
5. SS/P-1, P-2 & CTC.



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AN ISO 9001 ORGANISATION

NO. COFMOW/IR/S-101

Dated: 06.08.2018

CORRIGENDUM No. 05

The heading of Clause no. 0114 of Bid Document Pt. I Section-I may be amended to read as "Purchase Preference to Make in India (For procurement of goods, services and Works)" instead of "Purchase Preference to Make in India".

*6/8/18*  
(D. K. Meena)

Senior. Materials Manager  
For Controller of Stores.

Copy to: PS to CAO for kind information for CAO.

1. CME, CME(P), CME/PCM, CPM, Dy. CME-I, II, III, IV, Dy. CPM, AEME
2. FA&CAO, FA&CAO-II, Dy. FA&CAO, Sr. FA, AFA
3. CEE, Dy. CEE
4. COS, COS-II, Dy. CMM-I & II, SMM-II
5. SS/P-1, P-2 & CTC.
6. SSE/Ptg. He is advised to upload the corrigendum in Bid Document Part I.



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NO. COFMOW/IR/S-101

Date: 30.08.2018

CORRIGENDUM NO.06

The following modification/addition are hereby authorized in Bid Document Part-I  
Section-I :

Add the following as new clause 0502(b)- "The status of performance of firm (including performance statement or performance certificate) shall be reckoned as on the date of tender opening and not thereafter for assessing the performance of the firm in a tender. Any improvement in performance by a firm after tender opening date shall not be considered while considering the offer in the tender."

The existing clause no. 0502(b) is renumbered as 0502(c).

  
(S.D.Sharma)

Senior Materials Manager  
For Controller of Stores.



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NO. COFMOW/IR/S-101/Bid Doc.Pt.-1

Dated: 14.09.2018

CORRIGENDUM No. 07

The following modification is hereby authorized in Bid Documents Part-I, Section-I with immediate effect:

	Clause	Existing Clause	Proposed Clause
1	<b>0109 1) A) of iv- of Bid Doc. Part-I , Section -I</b>	The purchaser may relax conditions of prior and prior experience with respect to Micro and small enterprises subject to meeting of quality and technical requirements.	<b>Deleted</b>



(D.K. Meena)

Senior Materials Manager-I  
for Controller of Stores.



INDIAN RAILWAYS

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AN ISO 9001 ORGANISATION

NO. COFMOW/IR/S-101/Bid Doc.Pt.-1

Dated: 04.12.2018

### CORRIGENDUM No. 08

The following modification is hereby authorized in Bid Documents Part-I, Section-I with immediate effect:

	<b>Clause</b>	<b>Existing Clause</b>	<b>Revised Clause</b>
1	<b>0114 (1)</b> <b>Of Bid Doc.</b> <b>Part-I ,</b> <b>Section-I</b>	<b>(vi) (New clause added)</b>	<b>(vi) Indian Suppliers</b> means "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 K Meena)

Senior Materials Manager-I  
for Controller of Stores.



INDIAN RAILWAYS

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COFMOW



AN ISO 9001 ORGANISATION

NO. COFMOW/IR/S-101/Bid Doc.Pt.-1

Dated: 15.01.2019

CORRIGENDUM No. 09

The following modification is hereby authorized in Bid Documents Part-I, Section-I with immediate effect:

Clause	Existing Clause	Proposed Clause
1 0109 1) A) iii) Of Bid Doc. Part-I, Section-I	iii) Participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from some one other than a MSE and such MSEs can be together ordered up to <b>20%</b> of the total tendered value.	iii) a)- Participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from some one other than a MSE and such MSEs can be together ordered up to <b><u>25%</u></b> of the total tendered value. b)- Provide a minimum 3% reservation for women owned MSEs within the above mentioned 25% reservation.

(D K Meena)

Senior Materials Manager-I  
for Controller of Stores.



INDIAN RAILWAYS

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AN ISO 9001 ORGANISATION

पत्रांक- कोफमो/भा०रे०/एस-101/बिड डोकुमेंट्स पार्ट-1

NO. COFMOW/IR/S-101/Bid Doc.Pt.-1

Dated: 13.02.2019

**CORRIGENDUM No. 10**

The following modification is hereby authorized in Bid Documents Part-I, with immediate effect:

Clause	Existing Clause	Proposed Clause
1 1002 (a) Of Bid Doc. Part-I, Section-II	Recover from the Contractor as agreed pre estimated liquidated damages and not by way of penalty a sum equivalent to <u>2 per cent</u> of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. Of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.	Recover from the Contractor as agreed pre estimated liquidated damages and not by way of penalty a sum equivalent to <u>1/2%</u> ( <u>half percent</u> ) of the price of the store per <u>week</u> of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. Of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.

*(रामेश्वर मीणा)*  
 (डी० के० मीणा)

व० सा० प्र०-1/Senior Materials Manager-1  
 कृते भंडार नियंत्रक/for Controller of Stores

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**SECTION-I**  
**INSTRUCTIONS TO TENDERERS**

**0100. GENERAL INSTRUCTIONS**

0101. On behalf of the President of India, the Controller of Stores, Central Organization for Modernization of Workshops, (COFMOW) New Delhi, INDIA (hereinafter referred to as the Purchaser), invites tenders from established and reliable manufacturers.
0102. All offers in the prescribed format should be submitted before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after the stipulated time and date, shall be summarily rejected.
0103. All information in the offer must be in English or Hindi. Information in any other language must be accompanied by its authenticated translation in English, failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
0104. All correspondence related to the tender should be made only with the Controller of Stores, COFMOW.

**0105 Deleted.**

0106. The commercial conditions are indicated in Bid Document Part-I. If there is any ambiguity in respect of any commercial condition between Bid Document Part-I and Part-II, Bid Document Part-I will prevail.

Wherever, special conditions are indicated under the heading "Special Conditions of Tender". These will supersede the corresponding conditions given in Bid Document Part-I & Bid Document Part-II.

0107. In case of open tenders/Limited tenders, bidders are required to quote their prices in Indian Rupees only.

0108. Bid Documents may be downloaded from the website [www.ireps.gov.in](http://www.ireps.gov.in) free of cost.

**PROVISIONS APPLICABLE FOR MSEs (MICRO & SMALL ENTERPRISES)**

- 1) A) In pursuance of the public procurement policy on MSE(Micro & Small Enterprises) vide notification of Govt. of India dt.23.03.2012(as notified in the Gazette of India notification no.503 dated 26.3.2012) following conditions are applicable for eligible MSEs.:

- i) Deleted
  - ii) Deleted
  - iii) Participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from some one other than a MSE and such MSEs can be together ordered upto 20% of the total tendered value.
  - iv) The purchaser may relax conditions of prior and prior experience with respect to Micro and small enterprises subject to meeting of quality and technical requirements.
- B) MSEs who are interested in availing themselves of the above benefits will enclose with their offer the proof of their being MSE registered for tendered item or similar

items defined in “special conditions of tender” (Reference clause) registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- i) District Industries Centers
  - ii) Khadi and Village Industries Commission
  - iii) Khadi and Village Industries Board
  - iv) Coir Board
  - v) National Small Industries Corporation
  - vi) Directorate of Handicraft and Handloom
  - vii) Any other body specified by Ministry of MSME.
- 2) The MSEs Certificate/document submitted by bidders must also indicate the terminal validity date of their registration. The registration should be valid on the date of opening of tender.
- 3) Failing (1) & (2) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Govt. of India dt. 23.03.12.

## **0110 ELECTRONIC TENDERS**

(i) COFMOW, Railway Offices Complex, Tilak Bridge, New Delhi, India (hereinafter referred to as the Purchaser), invites tenders for the supply as set forth in the Notice Inviting Tender, ‘Techno Commercial Bid Details’ form and ‘Financial rate page’ form of the electronic tender uploaded on the Indian Railways E-Procurement System website ([www.ireps.gov.in](http://www.ireps.gov.in)), herein after referred to as IREPS website. The tenders are invited in terms of ‘Bid Document Part-I & Part-II, and “Special Conditions of Tender, if any” uploaded on the IREPS Website and other conditions incorporated in the tender documents.

ii) Electronic tender document consists of:-

- a. “Instructions to Tenderers” and “General Conditions of Contract” contained in Bid Document Part-I.
- b. Technical requirement /specification contained in Bid Document Part-II.
- c. “Special Conditions of Tender”, if any included with the tender.
- d. NIT and Tender Document
- e. “Techno commercial bid details” form
- f. “Financial rate page” form
- g. “Submit payment details” form

(iii) The contract, if placed, shall be governed by

- a. “Instructions to Tenderers” and “General Conditions of Contract” contained in Bid Document Part-I.
- b. Technical requirement / specification contained in Bid Document Part-II.
- c. “Special Conditions of Tender”, if any included with the tender

d. LOA, offer of firm & subsequent clarification/confirmation(if any)

All the above documents are available on the IREPS website ([www.ireps.gov.in](http://www.ireps.gov.in)).

(iv) **Registration of Vendors on IREPS website:** In order to participate in the electronic tenders issued by COFMOW, Indian Railways, the vendors are required to obtain 'Class-III Digital Signature Certificate with **Organisation Name**' from any Certifying Authority licensed by Controller of Certifying authorities (CCA). The details of the certifying authorities are available on CCA website [www.cca.gov.in](http://www.cca.gov.in). The vendors will also have to get themselves registered on IREPS website ([www.ireps.gov.in](http://www.ireps.gov.in)).

Vendors can submit their log in registration request online by clicking on the **New Vendors** link available on Home Page of IREPS website, and after signing the same digitally using their own Digital Signature Certificate. Log in registration to the web site is available on free of charge basis. The registration request, after due verification, will be accepted and Password will be sent to them to their registered e-mail account. Detailed instructions regarding registration process are available in 'Users Manual for Vendors' which can be accessed through **Learning Center** link available on the Home page of IREPS website.

Vendors interested in participating against an electronic tender are advised in their own interest to obtain the digital signatures, and get themselves registered on IREPS website well in advance of the tender closing date. COFMOW shall not provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer against any electronic tender on this account.

- (v) Offers received in the electronic tender box available in the IREPS website ([www.ireps.gov.in](http://www.ireps.gov.in)) will only be considered against electronic tenders.
- (vi) Manual offers delivered by post/fax or in person, or offers sent by e-mail or telex shall not be accepted against electronic tenders, even if such offers are received in time. All such offers shall be considered as invalid offers and shall be rejected summarily, without any consideration.
- (vii) The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents referred in this tender document above, unless **any** deviation is quoted by the tenderer in the **Technical deviation & Commercial Deviation** templates in 'Techno-commercial Bid Details' form.
- (viii) All mandatory fields in pre-designed templates of 'Techno Commercial Bid Details' form and 'Financial rate page' form marked with asterisk (\*) shall be filled in by the tenderer.
- (ix) The stores offered should be in accordance with stipulated drawings and specifications as given in the 'Techno Commercial Bid Details' form and 'Financial rate page' form and attachments attached with the electronic tender.
- (x) The details of deviations, if any, from tender specification and other conditions should be clearly indicated in the **Technical Deviation** and **Commercial Deviation** templates provided on 'Techno-commercial Offer' form. Alternatively,

the tenderer can submit the details of deviations as per the format given in Annexure – 8 & 9 of Section-III, Bid Document Part-I, by attaching the deviation statement in PDF format in the **Attach Documents** template on 'Techno-commercial Bid Details' form. Deviations mentioned elsewhere in the offer, except in the manner mentioned above will not be considered. **Tenderers may note that conditions deviating from the tender conditions/description/specifications may render the offer liable to be ignored.**

- (xi) Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the tender schedule. Any deviation in this aspect shall render the offer liable to be ignored.
- (xii) Tenderers are advised to confirm "Compliance to special tender condition/Checklist" in the template **Special Conditions/Checklist for Bidders** on 'Techno Commercial Bid Details' form by putting a tick mark in the check box provided against each Special Condition/Checklist, and in case of a "No" must furnish reason for non-compliance with that Special Condition/Checklist in the remark entry box provided therein. **Tenderers may note that non- compliance to the Special Conditions/Checklist, without stating valid reasons in the relevant remark entry box may render the offer liable to be ignored.**

#### **0111 Deleted**

#### **0112 OPENING OF ELECTRONIC TENDERS**

- (i) The tender shall be opened electronically by railway official(s), authorized to do so by COFMOW, by logging on the IREPS website with their Login ID and Password, by authenticating themselves through their Digital Signature Certificate, as well as applying secure decryption key of COFMOW for decryption of electronic offers.
- (ii) The tender shall normally be opened on the stipulated **closing date, after the stipulated time for closing**. In case the closing date falls on a holiday, the tender shall be opened on the next working day. However, due to unavoidable reasons, the tender may not be opened on the stipulated closing date, and may be opened on a later date. However, no revision or modification of the offer shall be allowed after the closing date and time, even if there is any delay in the tender opening.
- (iii) Immediately after the opening of tender, financial and Techno- commercial tabulation statements are generated by the IREPS system and would be made available to the participant tenderers who have submitted valid bids against Advertised (Global and Open) and Special Limited Tenders.
- (iv) **Clarifications from Tenderers:** After opening of tender, 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 change the substance of the offers after the tender have been opened.
- (v) Whenever, bids are invited through Double Bid System, only Techno-commercial bids will be opened on Tender Closing Date. After technical scrutiny of the bids,

financial bids will be opened for only those bidders whose techno-commercial bids are declared suitable.

#### **0113 COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

The tenderers shall clearly indicate their compliance or otherwise, against each clause and sub clause of the technical specification contained in Bid Document Part-II. The tenderers will have to attach scanned copy of requisite documents as specified in the technical specification/requirement in the PDF format in the **Attach Documents** template on "Techno Commercial Bid Details" form.

Offer of tenderers who do not comply to the above requirement are liable to be ignored.

#### **0114 Purchase Preference to Make in India**

The purchaser reserves the right to give preference to local suppliers subject to following:

##### **(1) Definitions**

- (i) **Local supplier** means a supplier or service provider whose product or service offered for procurement meets the minimum local content.
- (ii) **Local content** means the amount of value added in India which shall, unless otherwise prescribed, 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.
- (iii) **L1** means the lowest tenderer or lowest bid received in the bidding process as adjudged in the evaluation process as per the terms and conditions of the tender.
- (iv) **Margin of purchase preference** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.
- (v) **Procuring entity** means Central organization for modernization of Workshops (COFMOW)

##### **(2) Purchase preference shall be given to local suppliers in the manner specified hereunder:**

- a. In the cases where, in the opinion of the purchaser, sufficient local capacity and local competition is there and estimated value of procurement is Rs 50 Lakh or less, only local suppliers will be eligible.
- b. In the cases not covered in (a) above and where it has been decided to distribute the quantity among more than one supplier, the following procedure shall be applied:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from local supplier, the contract for full quantity will be awarded to L1
  - ii. If L1 Bid is not from local supplier, 50% quantity shall be awarded to L1.

Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c. In the cases not covered in (a) above and quantity is not divisible, the following procedure shall be applied:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from local supplier, the contract for full quantity will be awarded to L1.
  - ii. If L1 Bid is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to the local supplier's quoted price falling within the margin of purchase preference, and contract shall be awarded to such local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

(3) **Minimum Local content** – Minimum content shall ordinarily be 50%, it may be reduced on case to case basis.

(4) **Margin of Purchase preference** – The margin of purchase preference shall be 20%.

(5) **Verification of Local content** –

- a. The local supplier at the time of bidding provide self certification that the item offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess to Rs 10 crores, the 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.
- c. Decision on complaints relating to implementation of this clause shall be taken by the competent authority i.e. PHOD/CHOD of the procuring department.
- d. The procuring entity, through a committee of internal and external experts,

may verify the self-declaration and auditor's / accountant's certificates on random basis and in the case of complaints.

- e. Fee for complaints: Fee for filling complaint under this clause shall be Rs 10,000/- per case. The complaint shall be filled in the office of the PHOD/CHOD of procuring department concerned. The fee shall be deposited with the Cashier in the office of the Principal Financial Advisor / COFMOW, formerly known as FA&CAO.
- 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 successor can be debarred for upto two years as per Rule 151 (iii) of the General Financial Rules alongwith such other actions a may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this clause shall not be eligible for preference under this clause for procurement by any other procuring entity for the duration of debarment. Debarment for such other procuring entities shall take effect prospectively from the date of uploading on the prescribed website(s).
- h. If the bidder does not provide, in his offer / bid, the self-declaration and auditor's / accountant's certificates as per (a) and (b) above, he will not entitled for benefit(s) under this clause.

## **0200. SPECIFICATIONS**

0201. Specifications indicated in Bid Documents Part-II may be obtained on payment from the following:

- (i) **Indian Railway Standard Specifications from**
  - (a) The Controller of Publications, Civil Lines, Delhi -110054, INDIA
  - (b) Office of the High Commissioner for India, Publication Branch,  
India House, Aldwych, London-WC
- (ii) **Indian Standards Specifications from**  
The Director General, Bureau of Indian Standards,  
Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110001, INDIA
- (iii) **Particular Specifications, Drawings and details from**  
Director General,  
Research, Designs and Standards Organization, Manak Nagar,  
Lucknow- 226 011, INDIA.

## **0300. COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

0301. The equipments offered should be in accordance with the stipulated drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated and in such an event, a certificate from the users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more other countries. The names of those foreign countries should also be indicated.

0302. The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification. However, the decision of the Purchaser in this regard shall be final. Two copies of the alternative specifications offered should be sent alongwith the offer. The Tenderer should also furnish "Statement of Deviations" from tender specifications (Annexure 9) alongwith the offer.
0303. The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure -9) indicating compliance or otherwise of each clause and sub-clause of specifications, which should invariably, be filled in and submitted alongwith the offer .Whenever the tenderer deviates from the provisions of a clause/sub-clause, he shall furnish his detailed justification for the same in the 'Remarks' column
0304. If the tenderer shall have any doubt as to the meaning of any portion or the conditions or of the specifications, drawings or plans, he shall contact the purchaser in writing at the purchaser's address specified in Bid Invitation/tender document and such request should be received not later than two weeks prior to the date for tender opening.
- It shall be the responsibility of bidders/tenderers to visit ireps's website for corrigendum, if any and accordingly, submit their bids.

**0400. AGENTS AND SERVICE FACILITIES IN INDIA (APPLICABLE FOR FOREIGN FIRMS ONLY)**

0401. The foreign tenderer shall include in his offer the name of the person or the firm who will be acting as his representative/agent in India in respect of his offer. He shall also indicate the after sales service facilities which he or his representative/agent has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide.
0402. Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India. **They should quote net CFR price (indicating FOB price and Freight separately)**, exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the Purchaser will indemnify the supplier against payment of such commission to the Indian Agents/Associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates remuneration/or commission covers a part of the price against the tender.
0403. Foreign firms should furnish following particulars. Offers which do not comply are liable to be ignored.
- (i) The name and address of the local agent.
  - (ii) The amount of remuneration for the agent included in the offer.
  - (iii) The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates.
  - (iv) The mutual interest which the manufacturer/principal and the Indian Agents/Associates have in the business of each other.

- (v) Any payment which the Agent/Associate received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
  - (vi) Indian Agent's Income-tax Permanent Account Number.
  - (vii) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
  - (viii) Past performance.
0404. In the case of foreign offers, the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, agency commission finally payable to the tenderer's agents in India under the contract will be converted to Indian Rupees at the T.T. buying rate of exchange ruling on date of placement of Order and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful commissioning of the machines.
- 0405 (i) The amount of Agency Commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian Agent. A certified photocopy of the Agency Commission agreement must be submitted alongwith the offer.
- (ii) The Indian agent will be required to submit a certificate, along with their Agency Commission bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s.....(i.e the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal(i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.
- 0406 Manufacturer may note that an agent can represent only one firm in a tender and any manufacturer cannot submit more than one offer against a tender through different sole selling agents or one offer directly and other offers through sole selling agents. In other words, in a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm can not bid through another agent. The relation between the Principal/OEM & Agent or Indian Subsidiary (100% or otherwise) should be contractually established and clear.
- 0407 The agent is official representative of manufacturer/principal/tenderer. Accordingly, manufacturer/principal/tenderer shall be fully responsible for the conduct of their appointed agent. This may please be noted.
- 0408 Foreign firms may authorize their Indian Agent to represent them, to bid, negotiate and conclude the contract on their behalf. They must submit valid authorization as per Annexure-4. The order/contract shall be directly placed in the name of foreign firm only and they shall be fully responsible for successful execution of contract in all respect.

The Performance Guarantee bond shall be furnished by the foreign firms necessarily as per clause 0700 of General Conditions of Contract, Bid Document Part-I.

#### **0500. QUALIFYING REQUIREMENTS OF TENDERERS**

0501. The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that —

- (a) He is a manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
- (b) He has financial strength and resources to meet the obligations under the contract for which he is required to submit duly audited Annual financial statements (Balance sheet, profit & loss account etc.) for the last 3 years or a report from a recognized bank or a financial institution on financial position.
- (c) He has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him ;
- (d) He has established quality control system and organization to ensure adequate control at all stages of the manufacturing process.
- (e) He satisfies the provisions mentioned in “Special conditions of tender (Reference Clause)” contained in “Special Conditions of Tender”.

0502. For purposes of clause-0501, the tenderers should additionally submit :—

- (a) A performance statement as in Annexure-1, giving a list of major supplies of same/similar equipments effected in last 5 years or for such period as specified elsewhere in Bid Document & special conditions of tender of the items offered by him, giving details of the User's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule. Such period shall be reckoned from the date of opening of tender.
  - (b) A statement indicating details of equipment deployed and quality control measures adopted by the manufacturer as in Annexure-2.
0503. In addition to the above, further information regarding his capacity, capability, if required by the Purchaser, shall be promptly furnished by the tenderer and he would offer all facilities to representative of Purchaser for assessing capacity, capability by actual visit to his works/office.
0504. The evidence/documents submitted for meeting the qualifying requirements, if found false/fake/forged/manipulated at any stage during evaluation of offers and or even during the currency of Contract, the purchaser reserves the right to summarily reject the offer or terminate the Contract at his risk and and cost and take action as per applicable law including banning of business dealings etc.

#### **0600. EARNEST MONEY/BID GUARANTEE**

0601. Earnest Money/Bid Guarantee for amount as stipulated in the “Bid Invitation” or an equivalent amount in the currency of the country of the tenderer shall accompany each tender. Tenderers not falling in the exempted categories mentioned in the subsequent para may remit the Earnest Money online through Payment gateway available on IREPS website. **Indigenous tenderers and Indian Agents quoting on behalf of Foreign tenderers will mandatorily be required to pay Earnest Money through Payment Gateway available on the IREPS website. However, foreign tenderers quoting against Global Tenders are allowed to submit Earnest Money in Physical form (manual mode) as mentioned herein under:**

- (a) Deposit receipt, pay orders or crossed Bank Draft in favour of the Financial Advisor & Chief Accounts Officer, Central Organization for Modernization of Workshops, Railway Offices Complex, Tilak Bridge, New Delhi -110 002, INDIA, from a Nationalised Indian Bank or Scheduled Commercial Bank in India or a reputable commercial Bank of the tenderer's country.
- (b) **Deleted**
- (c) An irrevocable Bank Guarantee of any Nationalised Indian Bank or a Scheduled commercial bank in India or a reputable commercial bank in the tenderer's country in favour of the Purchaser in the form attached (Annexure-3) having a validity period of 225 days. In case, the Bank Guarantee is issued by a foreign bank out side India, the same should have confirmation of any Nationalised Bank in India. It shall be ensured that the complete particulars of the Banks' (issuing bank guarantee) mailing address including telephone no., fax no. and E-mail ID are invariably indicated on the bid bonds.

For avoidance of doubt, scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act 1934.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the COFMOW (Beneficiary). COFMOW's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to COFMOW and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

- (d) **Deleted.**
- (e) The tenderers will have to submit the details of payment towards Earnest Money on IREPS website as follows:-
  - Tenderers shall search for the relevant tender using the links (a) **quick search** or (b) **advance search** provided in their home page after logging into the system using their valid Username, Password & Digital Signature.
  - On retrieving the tender details, they shall click on the **Submit Payment Details** icon under **Actions** column to access the Submit Payment Details Page. The vendors shall then click on the **Submit EMD** link on the **Submit Payment details** page. Vendors may note that **Submit EMD** link becomes available only after the tenderer has submitted tender document cost (or has chosen the exemption category for tender document cost, if applicable). They will then select the Instrument Type, and fill the columns 'Instrument No., Date, Issuer Bank Details (Bank Name & Branch) and Remarks, if any'. They shall then click **Sign & Submit** button and append their digital signature.

On completion of the details, vendors will have to upload scanned copy of the instruments towards Earnest Money in the template **Attach Documents** on 'Techno Commercial Bid Details' form.

Tenderers shall send the original document of the instrument towards Earnest Money, per bearer or by Registered Post/Speed Post to “**Office of the Controller of Stores, Indian Railways, COFMOW, Railway Offices Complex, Tilak Bridge, New Delhi-110 002**” duly indicating the Tender Number and Tender Closing Date on the reverse of the instruments. The envelope containing the Earnest Money shall not contain financial or techno-commercial offer, and any such offers found in the envelope will be treated as invalid offers and will not be considered. The envelope should be superscribed as under:

“Contains Earnest Money Deposit / tender document cost for Electronic Tender No <mention tender no. here> due on <mention opening date here>. This envelope does not contain financial or techno-commercial terms and conditions”.

In case several documents like instrument towards Tender document cost, Earnest Money, authorization letter, NSIC registration certificate etc. are to be submitted by the tenderer, all these documents can be put in the same envelope, with suitable modification in the remarks to be superscribed on the envelope.

Tenderers shall ensure that these documents are delivered in ‘Office of COS/COFMOW’ within 10 working days of the tender closing date and time, otherwise their offer shall be treated as “Offers received without Earnest Money” and will be **summarily rejected**. COFMOW will not be responsible for any postal delay in receipt of envelopes containing the Earnest Money.

- 0602. The Earnest Money/Bid Guarantee shall remain deposited with the Purchaser for the period of 225 days from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit/Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser
- 0603. No interest will be payable by the Purchaser on the Earnest Money/Bid Guarantee.
- 0604. The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 0605. The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (clause-0700 of the General Conditions of Contract) is furnished.
- 0606. Deleted.**
- 0607. The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser after tender has been finalised.
- 0608. Any tender not accompanied by Earnest Money in one of the approved forms given in clause 0601, for amount as stipulated in the “Bid Invitation” and valid for the stipulated period shall be summarily rejected.
- 0609. Only MSEs registered with agencies mentioned in clause 0109 above for the items tendered or similar items mentioned in bid document including special conditions of tender reference clause (If any) are exempted from submission of Earnest Money Deposit. Such tenderers are required to follow the instructions available on the website [www.ireps.gov.in](http://www.ireps.gov.in) presently such tenderers are required to update their profile through link “**Update Enterprise Details**” available in right navigation of the Home page. Registration certificate uploaded in the profile will only be considered,

there is no need for attaching the copy of Registration Certificate. In case the details mentioned in the registration certificate do not match the details updated in the vendor's profile or the registration is not for the tendered item or it is not valid on the tender closing date, the offer(s) shall be **summarily rejected**.

**0610 Deleted**

**0611** Tenderers submitting Earnest Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection of the BG:

1. The Bank Guarantee should be executed on non-judicial stamp paper of appropriate value as applicable at the place where the bank guarantee is executed.
2. Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.
3. All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank and the notary public as well.
4. The Bank Guarantee should be in the prescribed format (Annexure-3, Section-III of Bid Document Part-I) and completely in the typed form.

**0700. SUBMISSION OF OFFERS**

**0701 Deleted.**

**0702 Deleted.**

**0703 Deleted.**

**0704 Deleted.**

**0705 Deleted.**

**0706** Offers shall be as per the Instructions to Tenderers and General Conditions of Contract given in the Bid Documents. However, the tenderer shall indicate his acceptance or otherwise for each clause and sub-clause of the Instructions to Tenderers and General Conditions of Contract. For this purpose, the tenderer shall enclose a separate statement (Annexure-08) indicating only the deviations from any clause or sub-clause of the Instructions to Tenderers and General Conditions of Contract, which he proposes with full justification for such deviations. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

**0707** Offers are required from the manufacturers of the stores, who should submit a letter of authority from their Principals as in Annexure-4. Offers from other agents, brokers and middlemen will not be accepted. One agent cannot represent two or more foreign firms or quote on their behalf in a particular tender. Indian manufacturers are required to quote directly and no authorization to any agent by them shall be acceptable.

**0708 Deleted.**

**0709 Deleted.**

**0710 Guidelines for quoting Freight:**

a) Deleted

b) Deleted

- c) In case tenderer quotes FOR station of dispatch prices but does not mention the freight applicable upto destination for consignee or quotes zero, in such cases it will be assumed that freight charges will be borne by the supplier. No claim for reimbursement of freight shall be entertained at later stage.

- d) Deleted

#### **0711 Procedure for submission of electronic offers**

- (i) The tenderers should visit IREPS website at the address [www.ireps.gov.in](http://www.ireps.gov.in) and submit online offers after logging into the website using their login ID, Password and Digital Signature Certificate. Tenderers can submit their online offers only after they have submitted tender document cost (or have chosen the exemption category for tender document cost, if applicable). Tenderers can submit online electronic offers after filling the details in the following pre-designed templates.
  - (a) Submit Payment Details
  - (b) Techno Commercial Bid Details (Bid Process page)
    - 1. Eligibility Criteria (Elig.\*)
    - 2. Terms and Conditions (T&C\*)
    - 3. Commercial Deviation (Com .Dev.)
    - 4. Technical Deviation (Tech. Dev.)
    - 5. Special Conditions & Check List (Check List\*)
    - 6. Technical Specifications (Tech. Spec\*.)
    - 7. Performance Statement (Perf.)
    - 8. Attach Documents (Attach Doc.)
    - 9. Financial Offer (Fin.Offer)

Templates named above marked with asterisk (\*) will require digital signatures for submission.

Tenderers shall be able to access the “Financial Offer” link for entering into the Financial rate page, only after they fill in the details in the asterisk (\*) marked templates on the “Techno Commercial Bid Details’ form and digitally sign and submit the same.

Tenderers may note that the IREPS software is continuously being upgraded and the forms referred above may be subject to changes. Tenderers are advised to keep themselves updated with the latest changes, by referring to the latest versions of user manuals available on the website, and by taking note of the messages sent by the IREPS administrator from time to time. Tenderers should also make themselves fully acquainted with all the available templates/forms, before they submit their offer. No claim shall be entertained from a tenderer, on account of non-familiarity with the any of the templates and forms available on the IREPS website.

- (ii) The electronic offers shall be digitally signed by the tenderer. To ensure confidentiality and security, the offers will be auto encrypted using highest level of digital security before transmission on internet channels. Electronic offers are

received in a time locked electronic tender box, where they remain encrypted till stipulated tender opening date/time. All the details of the digital certificate as obtained from the C.A., showing the identity of the person who is authorized to sign and submit an electronic offer will get auto attached along with the electronic offer, and can be verified by COFMOW at a later stage, to establish the identity of the person who has digitally signed and submitted his electronic offers. This is similar to an authenticated copy of the document which authorizes the signatory to commit on behalf of the firm.

- (iii) Every online tender submitted duly signed with a valid Digital Signature Certificate and received before closing date & time of tender shall be acknowledged by the system and HTML receipt will be generated indicating tender ID as well as date and time of receipt of the tender.
- (iv) Electronic offer once digitally signed and submitted for one or all the item/items cannot be accessed or revised later and shall remain fully secured confidentially stored into time locked E-tender box in an encrypted form till the due date and time of opening.
- (v) **Revised bids :** Vendors can submit a revised commercial offer ("Financial rate page' form) anytime before the stipulated closing date and time and in such case the last revised offer submitted at a later time and date shall be considered as the offer, superseding all the previously submitted offers for that item/items of the tender.
- (vi) **Alternative bids :** The vendors are also allowed to submit alternative offer (for different make, specification, slab discount etc.)
- (vii) **Late Offers:** The Indian Railway E-procurement application software does not permit vendors to submit their offers after the designated tender closing date and time.
- (viii) The tenders are uploaded in IREPS website well in advance of closing time to give sufficient time to the vendors to participate in the tender. Vendors are advised in their own interest to submit their offers well in advance before the tender closing time. COFMOW shall not be responsible for non-participation of vendors due to any technical problems such as network connectivity etc. on the tender opening day.

#### **0800. LOCAL CONDITIONS:**

- 0801. It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Purchaser.

#### **0900. SOURCE OF FINANCING**

Foreign Exchange required in case of import will be financed from free source or from a bilateral credit. In case of orders placed for financing from bilateral credit organisations necessary documentation & certain terms & conditions will be negotiated before placement of order.

**1000. PRICE BASIS AND INDEMNITY**

1001. Foreign tenderers shall quote his prices on the basis of **CFR price (indicating FOB price and Freight separately)**, nearest port of shipment having facilities to handle the same, at the Indian Port of Entry indicated in the Schedule of Requirement.
1002. Under the CFR(also referred as C&F) price, the FOB price and the ocean freight charges shall be indicated separately.
1003. The terms FOB and CFR shall be as defined in the current edition of International Rules for the interpretation of the trade terms published by International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.
1004. These prices should not include agency commission payable to Indian Agents which shall be exhibited as already indicated in clauses-0402 and 0403. The Indian Agent's commission shall be shown in foreign currency as a definite amount and not as a percentage.
1005. The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or in U.S. Dollars or in any other currency widely used in International trade. However, if the goods offered are manufactured in more than one country; the tenderer may state portions of the bid price in the respective currency of the country of origin in which he wishes to be paid. The bid price shall be the total of such portions. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars or in any other currency widely used in international trade. The portion of the bid price relating to components of Indian origin to be incorporated in the plant and or installation of plant shall be invariably stated in Indian Rupees. Firms belonging to countries with which Government of India have Rupee Payment Agreements should quote the entire bid price in Indian Rupees.
1006. In case of invitation of bids on DDP (Delivered Duty Paid) destination basis, the tenderers are required to quote their price indicating the break- up of following items of cost:

**A. Foreign Tenderers**

- 1) CIF Cost of imported portion.
- 2) Agency Commission
- 3) Lump sum DDP charges in Indian Rupees which include Customs Duty, port handling, custom clearance, inland freight from Indian Port to the site. These charges will be reimbursed at actuals subject to maximum of quoted amount against documentary evidence. The supplier shall be entirely responsible for the receipt of the machine at the destination in good condition.
- 4) FOR destination price of indigenous portion.
- 5) If required, charges for making the foundation for the machine at site,
- 6) If required, charges for installation and commissioning of the machine at site.
- 7) Price of any other items as mentioned in the tender documents.
- 8) LC opening charges will be loaded on foreign portion at rate of 0.45% on FOB cost.

**B. Indian Tenderers**

Indian Tenderers are required to quote on "Free delivery at consignee's site" basis. They shall furnish break up of prices as per IREPS tender document. They shall

also quote, if required, charges for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.

1007. **Currency of Payment**

The contract price will be normally paid in the currency or currencies in which the price is stated in the successful tender. However, Purchaser reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment.

1008. In the case of foreign offers, the Purchaser reserves the right to consider either F.O.B. or C&F quotations. In the event of an order being placed on C&F basis, the Purchaser will have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the Contractor.

1009. The prices quoted shall be firm and not subject to any variation. In the case of C&F delivery, ocean freight charges included must also be firm and no variation will be allowed on this account after the opening of tenders.

1010. The tenderers should quote their lowest possible prices. Quotations should be made only for quantity specified in the tender document.

1011. Tenderers submitting indigenous offers shall indicate the price on "Free delivery at consignee's site" basis. Such price shall include **all State and Central Taxes** leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, taxes and other levies, packing charges, forwarding charges, freight and insurance charges and other charges, if any, shall also be given.

1012. The price to be quoted by the tenderers should take into account the credit accrued/availed on inputs (on revenue and capital goods and service) as per rules and regulations applicable at time of supply.

1013. Deleted

1014. **Higher Price for Earlier Delivery**

It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the Contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price, total cost at consignee's site including all elements of freight, **taxes, duties and other incidentals**, in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.

1015. In case of import under DDP contracts, the bidder is required to indicate relevant custom tariff and classification which applies to the tendered item giving break up of basic custom duty, additional custom duty, special custom duty and CVD/**GST/IGST** etc. He will also confirm/agree to pass on exemption / concession / **Input Tax Credit on GST/IGST**, if any, to the purchaser.

**1016 Statutory Variation clause**

Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to Railways' account. Only such variation shall be admissible which takes place after the submission of bid. **No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate.** No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor. This clause shall be read with clause 1211(vi) of Section-I & clause 1200 and 1300 of General Conditions of Contract, Section -II of Bid Document Part-I.

**1017** The bidders / tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.

**1018** In case the successful bidder / tenderer is not liable to be registered under CGST/IGST/UTGST 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.

**1100. INSURANCE**

**1101.** In the case of FOB and C&F offers, insurance shall be arranged by the Purchaser.

**1102.** In the case of indigenous offers, the purchaser shall not arrange for any transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition in destination. Where the tenderer intends to insure the goods, he may arrange for it himself and pay insurance charges. Insurance charges should be indicated by the tenderers separately in their offer and same shall be paid on the submission of documentary evidence by the tenderers. The consignee will advise the tenderer within 45 (forty five) days of the arrival of goods and it shall be responsibility of the tenderer to lodge the necessary claim on the carrier and or insurer and pursue the same. The tenderer shall, however at his own cost replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within. 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.

**1103.** In case of Import of the machine, although the insurance shall be paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

**1200. EVALUATION OF THE OFFERS**

**1201.** The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the Purchaser, as specified in the specifications and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

**1202.** Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid price as payable, to the local currency of the Purchaser's country at the

B.C. selling market exchange rate established by State Bank of India in the Purchaser's country for similar transactions; as on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders). All other duties such as custom duty etc. prevailing on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders) shall be loaded / considered for inter-se position of offers.

1203. Generally, the quotations are required on "Free delivery at consignee's site" basis indicating the breakup FOR station of dispatch, freight & other levies. In case, the Purchaser agrees or opts for delivery as FOR station of dispatch, the supplier shall agree to book the goods freight pre-paid and recover the freight element through the bill subject to documentary evidence and within the limit of freight as taken for evaluation as specified in para 0710 of "Instructions to Tenderers".
1204. The Purchaser reserves the option to give a purchase/price preference to the offer from Public Sector Units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Government from time to time. The price preference above cannot however be taken for granted and every endeavor need be made by them to bring down cost and achieve competitiveness.
1205. The offers received from indigenous tenderers should indicate clearly the rates of **taxes and duties** as leviable on particular item on the date of tender opening. In case concessional duty or taxes are applicable, the tenderer should quote accordingly.
1206. **Deleted**
1207. **ENTRY TAX:-**

Entry tax is generally not applicable. However, if tenderer still want to have it paid extra, he should clearly specify the applicable percentage in their original offer. The same will be added to the quoted rate for working out all inclusive rates for deciding the inter-se ranking of the tenders. However, the entry tax amount will be reimbursed based on the documentary evidence subject to the ceiling limit as quoted by the firm. In case, tenderer merely quotes entry tax as extra without mentioning the specific rate applicable, then in that case same will not be considered and will also not be loaded in deciding inter-se ranking of the tender and if it becomes applicable, same is to be borne by the supplier. Therefore, if the tenderer desires to claim such charges, they should quote specific rate in their original offer.
1208. Criterion for evaluation of offers/deciding inter-se-position of offers:- Unless otherwise specified under specific tender cases separately, in case of multi items or in case of single/multi items with multi consignees, the inter-se position of the offer received shall be decided item-wise & consignee-wise and not based on the total value as a whole.
1209. All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated in evaluation criteria mentioned in Bid Document. Foreign offers received on **CFR price (indicating FOB price and Freight separately)** basis, the total landed price will be arrived at by including the following:
  - a) CIF cost will be calculated by adding following elements to the quoted **CFR** rates (excluding agency commission)
    - i) In case firm does not quote Ocean freight and quotes FOB price only even by selecting C&F option in IREPS site, Ocean freight will be loaded @ 10% of FOB

price. If ocean freight is quoted "Zero", the FOB price will be considered as inclusive of Freight and Freight charges will be borne by the bidder.

- ii) Insurance charges as per Indian Railways Open Cover Policy.
- b) Port handling charges @ 1% on CIF cost.
- c) Applicable custom duty on assessable value (=CIF cost + Port handling charges @ 1% on CIF cost).
- d) Agency commission, if any.
- e) Inland transportation cost @ 0.5% of FOB price.
- f) Other charges as leviable (such as L/C opening charges, Inspection charges) and as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any).

Foreign offers shall be evaluated on the above basis. In case of FOB contracts, if the actual Ocean freight charges of SCI are higher than the Ocean freight quoted by the firm, then the difference in ocean freight shall be recovered from firm's bill.

- 1210 Discounts with conditions attached such as discounts having linkages to quantity, early payment etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking.

Although the rates applicable without considering discounts attached with conditions or the highest of the rates of different quantity slabs shall only be considered for inter-se evaluation purpose, Purchaser may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

## 1211 TERMS FOR EVALUATION OF ELECTRONIC TENDERS

- (i) The commercial offer details shall be submitted by vendors using 'Financial Rate Page' form available on IREPS website having separate entry box for each element of price. The vendors must fill in basic rate and other rate components such as unconditional discount on basic rate, if any, packing charges on basic rate, forwarding charges, Taxes and duties, freight charges, other charges, if any, in the boxes provided in the 'Financial Rate Page' form. The all-inclusive rate per unit shall be calculated automatically considering all the elements of rate components, as filled by vendor before submitting the offer, and will be displayed before vendor submits his digitally signed electronic offers. Tenderers can edit any or all rate entries before submission and before digitally signing their electronic offers. Tenderers are therefore advised to check, and revise any or all the entries in the rate page before the same is digitally signed and submitted.

All offers will be evaluated after taking into account the all-inclusive FOR destination rate per unit, which will also be displayed to the vendor before submission of his electronic offer.

- (ii) Tenderers should quote financial terms and conditions in the nominated fields of 'Financial Rate Page' form only. Any financial terms and conditions mentioned in the fields other than the nominated fields will be ignored and will not be considered for purpose of evaluation of offer to determine the inter-se ranking of the offer. Tenderers

are advised not to quote any terms and conditions having financial bearing in any other template of 'Techno Commercial Bid Details' form except the 'Financial Rate Page' form, or in the Remarks field of the 'Financial Rate Page' form, as these will not be considered for evaluation of the offer. Similarly, any financial terms and conditions enclosed as attachments will be ignored and not considered for purpose of evaluation of offer to determine the inter-se ranking of the offers. However, Railways at their own discretion may avail the benefit of such conditions while placing purchase order, if the offer is considered for placement of order.

Nothing extra shall be payable over and above the all inclusive rate shown in the financial offer, except on account of Statutory Variation, if applicable. Digital Signature of the tenderer on the E-tender form shall be construed as confirmation that the tenderer has read and accepted this condition.

- (iii) The tenderers shall quote specific freight charges in the relevant field of financial rate page. Ambiguous remarks like 'freight extra at actuals', 'freight shall be charged extra', 'Railway freight shall be charged extra' etc., mentioned in the 'remarks' field or elsewhere in the electronic offer or attachments shall not be considered for evaluation. However, freight charges shall not be payable if the offer is considered.
- (iv) The tenders will be evaluated by the Purchaser on the basis of overall cost at consignee's site to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents. Wherever more than one consignee/machines are involved, unless specified otherwise in the tender document, tender would be evaluated and inter-se ranking of the tenderer would be made for each machine wise consignee wise.
- (v) The inter-se ranking shall be determined by considering the taxes & duties applicable on the date of tender opening and the inter-se ranking arrived at in such manner shall be taken as final.

In case of reduction in taxes and duties, the taxes and duties will be paid as per rate thereof prevailing on the date of supply.

- (vi) Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any ground whatsoever, except new imposition and statutory variation on the quoted taxes and duties.

#### **1300. SHIPPING ARRANGEMENT FOR FOREIGN CONTRACTS**

- 1301. Generally, contracts will not be placed on FOB/FAS basis. In case, it is decided to place a contract on of FOB/FAS basis, shipping arrangements shall be made by the Shipping Corporation of India or any other agency nominated by the purchaser. The Contractor shall give at least six weeks' notice to the Forwarding Agents / nominated shipping agency about the readiness of the cargo.

In the cases where offers have been invited on C&F/CFR, CIF and DDP basis, the Contractor shall indicate the details of Forwarding Agents / Shipping agency in the offer. In case of any change prior approval should be obtained from the purchaser. The shipment should be arranged by the contractor / seller in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA and other laws applicable at the time of shipment.

1302 Indian Port of discharge for import will be Nhava Sheva Port, Mumbai. However, purchaser reserves the right to obtain the material at ports viz. Mumbai, Kolkata & Chennai.

#### **1400. PACKING**

1401. The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit / transshipment / handling or during storage.

1402. The specifications of the packing proposed shall be indicated. The size and weight of each package shall also be indicated. As far as possible, the size of any package shall not exceed the maximum package dimensions indicated in Annexure-7.

1403. The packing advices should bring out the weight, dimensions and size of each bundle/ package. Where it is not possible to give weight of the bundles/packages, the Contractor must indicate the volume of the bundles/packages, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied.

#### **1500. IMPORT**

1501. The foreign exchange needed for the import of the components and import licence, where necessary, should be arranged by the Tenderer themselves.

1502. The successful tenderer will have to apply to the proper Government Authority for grant of requisite import licenses / foreign exchange for such items as requiring import, within 14 days of the advance letter of acceptance/telegram acceptance and the Purchaser will only render assistance, where necessary. However, Purchaser will have no responsibility whatsoever in this regard.

#### **1600. ACCEPTANCE OF TENDER**

1601. The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

1602. **Quantity Option Clause:** The Purchaser reserves the right to increase or decrease the quantity upto 30% of the quantity offered by the successful tenderers at the rates & other terms and condition offered by them. The tenderers are bound to accept the increase or decrease in the quantity under this clause at the time of placement of contract or during the currency of the contract. While operating this clause the quantity shall be rounded off to the nearest whole number less than 0.5 shall be ignored and 0.5 or more shall be rounded off to the next whole number.

- i) Option clause can be exercised any time within the Delivery period, by giving reasonable notice.
- ii) 'Reasonable notice' as mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant amendment to the contract will suffice.
- iii) The purpose of 'reasonable notice for the exercise of (-) 30% Option clause consequent to decrease in prices subsequent to the placement of contract will be 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. Where the contractor does not unconditionally agree to accept such lower rate, no further consent from the contractor is necessary for exercise of (-) 30% quantity option clause.

- iv) In a contract that provides for quantity option clause, in case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.
  - v) Period specified in the contract for supply of the Machine shall be the Delivery Period for the purpose of exercising minus (-) 30% option.
  - vi) Period specified in the contract for prove out as counted from the Date specified for supply of the Machine (original or extended) shall be the Delivery Period for the purpose of exercising plus (+) 30% option.
1603. Acceptance of Tender will be communicated by either FAX/Letter direct to the bidder or through his authorized agents. In case where acceptance is intimated by FAX, the Letter of Acceptance of tender will be delivered by post to the contractor as soon as possible, but the FAX communication shall be deemed to conclude the contract.

#### **1700 EFFECT AND VALIDITY OF OFFER**

1701. The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
1702. The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred and Eighty) calendar days from the date set for opening of tenders.
1703. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the offers are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

#### **1800 SPARE PARTS**

1801. Where required, the tenderer should quote, apart from main equipment, separately for the mandatory spares as well as for recommended spares required for two years operation. The rates for spares should be indicated on **C&F** (also referred as CFR) basis (**indicating FOB price and Freight separately**) in the case of foreign offers and on "Free delivery at consignee's site" basis in the case of indigenous offers with complete break up as per offer form. The Purchaser reserves the right to order any or all the spares as quoted in quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main

equipment. The responsibility of the tenderer under the Warranty Clause will not be diluted in any way on this account.

**1900. GENERAL**

1901. The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, are liable to be ignored. For tenderers' guidance in submitting complete offers, a Check List has been enclosed with the ireps tender document which must be filled in and furnished with the bid.

**2000. LAST DATE OF RECEIPT OF THE TENDERS**

2001. Closing time for submission of offers will be **15.00 Hrs.** on the date specified in the "Bid Invitation" with procedure of submission as per "Instructions To Tenderers for Electronic tenders" as available on IREPS Website [www.ireps.gov.in](http://www.ireps.gov.in).
2002. Opening of Electronic tenders will be dealt as per "Instructions To Tenderers for Electronic tenders" as available on IREPS Website [www.ireps.gov.in](http://www.ireps.gov.in).
2003. Deleted.
2004. In case opening date falls on holiday, the tender will be opened on next working day.

**2100. Deleted**

**2101 Deleted**

**CONTROLLER OF STORES**

Central Organisation for Modernisation of Workshops,  
(COFMOW), Indian Railways,  
Railway Offices Complex, Tilak Bridge,  
New Delhi -110 002, INDIA

**SECTION - II**  
**GENERAL CONDITIONS OF CONTRACT**

**0100. DEFINITIONS AND INTERPRETATION**

In the contract, unless the context otherwise requires :

0101. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes "Letter of Acceptance" of his tender;
0102. "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified ;
0103. "Interim consignee" means the representative of the Purchaser to whom the material is delivered for onward dispatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee ;
0104. "Contract" means and includes Bid Invitation, Instructions to Tenderers, General Conditions of Contract, Acceptance of Tender including Letter of Acceptance, Special conditions of contract/tender, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender(the agreement entered into between the purchaser and the contractor including all attachments and appendices thereto and all documents incorporated by reference therein) and also includes a repeat order, which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
0105. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
0106. The "Sub-Contractor" means any person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
0107. "Drawing" means the drawing or drawings specified in or annexed to the Specifications;
0108. "Government" means the Central Government or a State Government as the case may be;
0109. The "Inspecting Officer" means the person or organisation specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorized representative;
0110. "Material" means anything used in the manufacture or fabrication of the stores ;
0111. "Particulars" include —
  - (a) Specifications;
  - (b) drawings;
  - (c) "Proprietary mark" or "brand" means the mark or brand of a product which is owned by an industrial firm ;

- (d) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
0112. "Proving Test" means such test or tests as are prescribed by the specification(s) to be made by the Purchaser, or his nominee, either at firm's premises or after erection at site, before the plant is taken over by the Purchaser;
0113. "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
0114. The "Purchaser" means the President of India acting through the Controller of Stores, Central Organization for Modernization of Workshops, Railway Offices Complex, Tilak Bridge, New Delhi -110 002, INDIA and includes his successors and assignees ;
0115. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
0116. "Site" means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
0117. "Stores" means the goods specified in the contract which the Contractor has agreed to supply under the contract;
0118. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
0119. "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "Schedule of Requirements", hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s) and "Schedule of Requirements") and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Purchaser;
0120. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
- (a) The consignee at his premises; or
  - (b) Where so provided, the interim consignee at his premises ; or
  - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee: or
  - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
0121. "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
0122. Words in the singular include the plural and vice-versa.

- 0123. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 0124. The heading of these conditions shall not affect the interpretation or construction thereof.
- 0125. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

## **0200. PARTIES**

The parties to the contract are the Contractor and the Purchaser, as defined in clauses 0105 and 0114.

### **0201. Authority of Person Signing the Contract on behalf of the Contractor —**

A person signing the tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorise the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of clause 1000 shall apply to every such purchase as far as applicable.

### **0202. Address of the Contractor and notices and communications on behalf of the Purchaser:**

- (a) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by speed post/registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by speed post/registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

## **0300. QUOTATIONS OF RATES BY CONTRACTORS**

- 0301. The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a Private Purchaser, domestic or foreign as well as Government Purchaser.

0302. If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign as well as Government Purchaser for the stores of the same nature, class or description, the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fail to do so or makes any mis-statement it shall be lawful for the Purchaser, (i) to revise the price at any stage so as to bring it in conformity with the sub-clause 0301 above or (ii) to terminate the contract and forfeit the amount of the Performance Guarantee Bond.

**0400. PENALTY FOR DELAY IN COMMISSIONING**

The Contractor or his agents shall commission the machine within the stipulated time as shown in the contract. This time frame will be applicable from the consignee in respect of readiness and installation of the machine in cases where the machine is to be installed by the consignee. The time schedule includes the time for installation in cases where installation is also to be undertaken by the supplier.

The time allowed for commissioning of machine by the contractor or his agent shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of Contractor, the Purchaser shall be entitled to recover and the Contractor shall be liable to pay pre estimated liquidated damage at the rate of 2% of the total contract value **of machine not commissioned (except in cases where commissioning & performance of machine is inter dependent on each other in turnkey contracts)** for each and every month or part thereof for which commissioning is delayed. Provided always 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. After expiry of 5 months period from the date of default i.e. from the date of commissioning provided in the contract, purchaser will be at liberty to invoke the PG Bond submitted by the supplier.

Continuance of commissioning work after expiry of stipulated time will also not absolve the contractor from the liquidated damages as stated above.

The decision of the Purchaser, whether the delay in commissioning has taken place on account of reasons attributed to the contractor shall be final.

**0500. DRAWINGS/SPECIFICATIONS**

0501. When tenders are called for in accordance with the drawing/specification, the Contractor's tender to supply in accordance with such drawing specification shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered.
0502. The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimensions figuring upon a drawing differ from those obtained by scaling the drawing, the dimensions as figured upon the drawing shall be taken as correct.
0503. Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the work to which they

relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the Purchaser.

#### **0600. CONTRACT**

0601. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer.
0602. The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.
0603. Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.
0604. The Purchaser or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the Contractor and accepted by the Purchaser. Should the Contractor proceed to manufacture such stores without obtaining the consent in writing of the Purchaser to an amended price, he shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the Purchaser.

#### **0700. PERFORMANCE GUARANTEE BOND**

0701. After Letter of Acceptance is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (Annexure-10) from a Nationalised Indian Bank or Scheduled Commercial Bank in India within 30 days from the issue of the Letter of Acceptance to the Contractor for an amount equivalent to 10% of the value of the contract. In the case of foreign contracts, the Performance Guarantee Bond from a commercial bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi or by any Nationalised Indian Bank. The expenses to be incurred for the counter signature shall be borne by the Contractor.

Guarantee Bonds should be in any one of these forms viz. Deposit Receipt, Pay orders, Demand Drafts, Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks, Bonds of Indian Railways Finance Corporation and KRCL Bonds, Government Securities and a deposit in the Post Office Saving Bank. Pay Orders/Demand Drafts should be made in favour of FA&CAO/COFMOW.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the COFMOW (Beneficiary). COFMOW's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to COFMOW and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the

applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

0702. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in clause 0701, and the bond is accepted by the Purchaser, liquidated damages equivalent to **0.50% of the value of the contract for each week or part thereof** subject to maximum of 10% of the value of the contract for the period of delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce clause-1002 (b). However, total liquidated damages on account of delay in submission of performance guarantee bond and on account of liquidated damages for delay in supply as per clause 1002(a) will be maximum 10% of the total value of contract.
0703. If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser :—
  - (a) Recover from the Contractor the amount of Performance Guarantee Bond from the pending bills of the Contractor under any contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
  - (b) to cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 1002 shall apply as far as applicable.
0704. On the performance and completion of the contract in all respects the Performance Guarantee Bond will be returned to the Contractor without any interest.
0705. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond 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 maintain the amount of the Performance Guarantee Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, 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.
0706. The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract i.e. till satisfactory commissioning of the machine(s) at consignee's works, and shall in the first instance be valid upto **six** months after the date of last shipment delivery of the goods contracted to be purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

0707. As and when an amendment is issued to the contract, the Contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended and upto twelve months beyond the extended delivery date.
0708. The Performance Guarantee Bond and or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under section 32 of the Indian Stamp Act, 1899 for adequacy of the Stamp Duty, by the Contractor.
0709. i) The Bank Guarantee to be submitted by the contractor/supplier under this clause, shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.
- ii) In exceptional cases, when the BGs are submitted by the contractors/suppliers etc. through themselves (and not directly by the issuing bank under Registered Post AD or Speed Post or Courier Service), the BG issuing Bank Branch immediately should send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the Railways with a covering letter to enable Railway's to compare with the original BGs and to confirm that the submitted BG is in order.
0710. MSEs including NSIC registered firms are not exempted from submission of Performance Guarantee Bond. Hence, they are required to necessarily submit Performance Guarantee Bond in case their offers are accepted and are called upon to do so.
- 0800. DELIVERY**
0801. The Contractor shall as may be required by the Purchaser either deliver FREE or FOR or FOB or C&F or CIF or DDP at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.
0802. Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
0803. **In the case of indigenous supplies**, the Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.
0804. **In the case of foreign contracts on FOB basis :—**
- (a) The stores shall be delivered by the Contractor free on board such vessels in such port or ports named in the quotation, as the Purchaser or his nominee may require.
- (b) Such number of inspection certificates, advice, notices, packing accounts and invoices, as may be required by the Purchaser or his nominee, shall be furnished by the Contractor at his own cost.
- (c) Freight for the conveyance of the stores or any part thereof will be arranged by the Purchaser or his nominee, who will give, due notice to the Contractor when and on board, what vessels they or such part thereof, are to be delivered. Should the

stores, or any part thereof, be not delivered within 7 days of the receipt of such notice by the Contractor, the Contractor will be liable for all payments and expenses that the Purchaser may incur, or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges incurred by the Purchaser whatsoever.

**0805 In the case of foreign contracts on C&F basis :—**

- (a) For C&F delivery the stores shall be delivered free of expense to the Purchaser on Board the vessels with ocean transportation to named Indian Port, including any charges for loading etc. till the cargo is safely delivered to the Port Consignee, at the said Port.
- (b) The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditure by way of extra insurance etc., if incurred for use of non-classified/overaged vessel, shall be on seller's account.

**0806 In the case of foreign contracts on DDP basis :—**

All activities for delivery of Imported as well as Indigenous components like Sea freighting, Insurance, Port clearance, Custom clearance, Inland freighting, Loading & Unloading both on the Vessel as well as consignee's site and thereafter, its complete supply to ultimate consignee, shall be discharged by the supplier or their agent.

**0900. NOTIFICATION OF DELIVERY**

Notification of delivery or dispatch in regard to each and every instalment shall be made to the Purchaser, Consignee and Port Consignee (if applicable) immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account quoting number and date of the acceptance of tender and date of dispatch of the stores. All packages, shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The copy of Railway Receipt/Consignment Note or Bill of Lading with other shipping documents, if any, shall be forwarded to the consignee and or the port consignee named in the contract, as applicable, by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the copy of the Railway Receipt, Consignment Note or Bill of Lading and other shipping documents.

**1000. TIME FOR AND DATE OF DELIVERY: THE ESSENCE OF THE CONTRACT**

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended:

**1001. Progressing of Deliveries**

The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

## 1002. **Failure and Termination**

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period, the Purchaser may without prejudice to his other rights :—

- (a) Recover from the Contractor as agreed pre estimated liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid; or
- (b) Cancel the contract or a portion thereof and if so desired purchase or authorise the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall, be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm. However, in respect of contracts where performance guarantee bond of 10% of contract value has been taken, risk purchase clause will not be applicable and in case of default by such firms, the performance guarantee bond submitted shall be forfeited for ***in part or full*** and the quantities unsupplied shall be procured independently without risk and cost of the original contractor and adverse performance of defaulting firm will be taken into account in future tender cases on merit.

Where risk purchase action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.

## 1003. **Extension of Time for Delivery**

If such failure as in the aforesaid clause 1002 shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub-Contractor, though their employment may have been sanctioned under condition 2100 hereof, shall not be admitted as a reasonable

ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

**1004. Consequence of Rejection**

If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to : —

- (i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account; or
- (ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installments due under the contract; or
- (iii) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (ii) above or under this sub-clause, the provisions of clause 1002 above will apply as far as applicable.
- (iv) where under the contract the price payable is fixed F.O.B. port of export or F.O.R. dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

**1005 Penalty for delays in supplies during delivery period:**

In case of failure on the part of supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the purchaser reserves the right to levy liquidated damages, which shall be levied as per para 1002 (a) above, for the delayed quantity which have remained unsupplied for that period. This will be applicable both in indigenous and foreign contracts.

- 1006 Thus the total liquidated damages on account of clause 1002 (a) and 0400 above will be maximum 20% of the total contract value.

**1100. FORCE MAJEURE**

1101. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the Purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the Contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save

and except those which had occurred under any other clause of this contract prior to such termination.

**1200. ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD**

1201. In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause 1501 was not given by the Contractor, the Purchaser reserves the right to cancel the order for the balance quantity, as per clause 1002 above without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions :—
- (a) The Purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver within the period fixed for delivery.
  - (b) That no increase in price on account of any statutory increase in or fresh imposition of **taxes and duties**, Freight Charges or on any account of any other tax or duty leivable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.
  - (c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.
  - (d) But nevertheless the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of **taxes and duties** or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The Contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.
1202. The Contractor shall not dispatch the stores till such time an extension in terms of clause 1201 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 1201 above.
1203. In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in clause 1201 above.

**1300. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR F.O.B. CONTRACT**

1301. In the event of the Contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the contract in respect of the same as per clause 1002 above or invoke the clauses providing other remedies such as liquidated damages as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to :—
- (a) The Purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the Contractor has failed to ship within the period fixed for delivery after the inspection and passing of the stores.
  - (b) The Purchaser retaining the right to recover from the Contractor any extra expenditure which might has been incurred by the Purchaser on account of additional bank charges payable for extension/amendment of the Letter of Credit, the increase in Custom Duty and Freight Charges directly relatable to the delay in shipping of the stores, etc.
  - (c) That any additional expenditure incurred by the purchaser or custom duty, freight charges as also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by the Contractor.
1302. The Contractor shall not dispatch the stores till such time an extension in terms of the above is granted by the Purchaser. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser, the supply of the stores shall be deemed to be subject to conditions set above.

**1400. PROGRESS REPORTS**

1401. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores including commissioning in such form as may be required by the Purchaser.
1402. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

**1500. INSPECTION BY INSPECTING OFFICER**

1501. When Inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least four weeks' notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection, and the result of the examination will be notified to the Contractor.
1502. In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the component/stores etc. is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/ or conduct necessary inspection during the manufacturing process of the component/stores etc. as deemed essential.

**1503. *Marking of Stores***

The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized Government or Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at the Contractor's expense in suitable packages or cases, each of which shall be sealed and marked with such mark.

**1504. *Facilities for Test and Examination***

The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the Particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

**1505. *Cost of Test***

The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the inspecting Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying but such tests elsewhere. A certificate in writing of the Inspecting Officer, that the Contractor has failed to provide the facilities and the means for test and examination, shall be final.

**1506. *Delivery of Stores for Test***

The Contractor shall provide and deliver free of charge, at such places as the Inspecting Officer may nominate, such materials as he may require for test by chemical analysis or independent testing machines.

**1507. *Liability for Costs of Special or Independent Test***

The cost of any special or independent tests to be carried out by the Inspecting Officer at a place other than the Contractor's premises will be defrayed by the Purchaser unless it is stated in the specification that it is to be paid by the Contractor. However, in the event of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample thereof which is removed to the laboratory or other places of test, being found on test, to-be not in conformity with the Contract, or, in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand, pay to the Purchaser all costs incurred in the inspection and/or test, Cost of test shall be assessed at the rate charged by the laboratory to private person for similar work.

**1508. Method of Testing**

The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

**1509. The Contractor shall satisfy the Inspector that adequate provision has been made :-**

- (i) to carry out his instructions fully, and with promptitude ;
- (ii) to ensure that parts required to be inspected before use are not used before inspections; and
- (iii) to prevent rejected parts being used in error. Where, parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.
- (iv) Parts and fittings except raw material which have been found rejected during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such material and to avoid ultimate failures of assets.

**1510. Powers of Inspecting Officer**

The Inspecting Officer shall have the power: —

- (i) Before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture ;
- (ii) To reject any stores submitted as not being in accordance with the particulars ;
- (iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory;
- (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted for inspection.

The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

**1511. Inspection Certificates**

On the stores being found acceptable by the Inspecting Officer, he shall furnish the Contractor with necessary copies of the Inspection certificates duly completed for being attached to the Contractor's bill in support thereof.

**1512. Certification of Inspection and Approval in Case of Foreign Contracts**

- (i) No Stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.
- (ii) It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority, are offered for arranging shipment to the Government of India's Forwarding Agents and to furnish to them a certificate as under: —

"Certified that the goods offered for arranging shipment have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed."

1513 **Charges for re-inspection** – In case, re-inspection is carried out by the inspecting authority following charges will be paid by the supplier to the inspecting agency:

**(i) Failure to offer material for inspection- The supplier:**

- a. **Before the visit of Inspecting Engineer** – 50% of inspection charges upto maximum of Rs 11000/-
  - b. **After visit of Inspecting Engineer** – twice the charges payable in 'a' above.
- (ii) Material has to be re-inspected due to rejection of material at firm's premises-**  
100% inspection charges plus actual test charges.
- (iii) Material has to be re-inspected due to non- dispatch** - 100% inspection charges plus actual test charges.
- (iv)** Wherever testing is required to be done by the inspecting agency (e.g. RITES) outside the manufacturer's premises (as per IRS condition of Contract 1303 & 1304) all testing will be done by the inspecting agency either in its own lab / labs approved by it or NABL accredited lab.

**1600. PACKING AND MARKING**

**1601. Packing**

The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use.

1602. Unless otherwise provided in the contract, all packing cases, boxes, tins, drums and wrappings in which the stores are supplied by the Contractor, shall be considered as non-returnable and their cost as having been included in the contract price. Containers used for transportation are returnable.
1603. Each package shall contain a packing note specifying the name & address of the Contractor, the number and date of the acceptance of tender and the designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein.

**1604. Marking**

The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and of the rules made thereunder. The following marking of the materials is required :—

- (a) The following particulars should be stenciled with indelible paint on all the materials/packages :—
- (i) Contract No.
  - (ii) Specification No.
  - (iii) Item No.
  - (iv) Port consignee (wherever applicable)
  - (v) Abbreviated Consignee marks.

- (b) In addition to the marking as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignees in India.

**1605. Inspection of Packing/Marking**

The inspection officer may reject the stores, if the stores are not packed and/or marked as aforesaid and in case, where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract, such rejection of stores by the inspecting officer shall be final and binding on the contract.

**1700. FREIGHT**

The stores shall be dispatched at public tariff rates. In the case of F.O.R. station of dispatch contract, the stores shall be booked by the most economical route and or at the most economical tariff available at the time of dispatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser. Where alternative routes exist the Purchaser shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the Contractors for indigenous supplies.

1701. The purchaser will not bear any Octroi charges. If required, consignee will issue Octroi exemption certificate. Provision related to entry tax will be as mentioned in para 1207 of "Instructions to Tenderers".

**1800. PAYMENT TERMS**

Payment terms should be followed strictly as per terms and conditions of Bid Documents.

1801. **Foreign Supplies**:- The standard payment terms subject to recoveries, if any, by way of Liquidated Damages as per clause 1002 will be as under :-

- (a) 80% of the payment against irrevocable L.C, will be made on proof of inspection certificate and shipment documents within 30 days of receipt of shipping documents as specified. The shipping documents shall consists of:
- i) Two copies of negotiable cum original Bill of Lading.
  - ii) A copy of inspection certificate issued by the inspecting officer.
  - iii) Signed/certified commercial invoice (**OF 100% SHIPPED VALUE**) showing the description, quantity and price of stores shipped along with packing list/shipping specification.
  - iv) A copy of contractor's letter addressed to the insurer as advance intimation sent by the beneficiary to insurer advising the closing/shipping particulars to enable insurer to arrange insurance.
  - v) Certificate for country of origin issued by the appropriate authority.
  - vi) A certificate that one set of non negotiable document has been sent to purchaser and ultimate consignee
  - vii) A certificate that first original of negotiable bill of lading alongwith shipping specification and copies of documents mentioned in LC/contract has been sent to the port consignee.

- viii) A certificate that one non negotiable copy of Bill of Lading/Airway bill has been forwarded to the Shipping Coordination Officer, Shipping Coordination & Chartering Division, Ministry of Shipping and Transport, New Delhi.
- ix) A certificate that the shipment has been arranged in accordance with instructions of Ministry of Transport, Department of Surface Transport (Chartering) TRANSCHART, New Delhi.
- x) Any other document apart from i) to ix) above and as per the requirement of the contract.

In case of C&F contract, this payment will be subject to furnishing of a Bank Guarantee in a form to be approved by the Purchaser, for the amount to safeguard the Purchaser against any loss. The guarantee will be operative from the date of shipment to the date of delivery at port in India.

In case of DDP contracts, 80% payment will be made on receipt of the material duly pre inspected and receipted at site by the consignee in good condition. Payment for the imported portion will be made against irrevocable L.C on receipt of the complete consignment in good condition as per specification at ultimate consignee's end.

- (b) In case where dispatch is permitted by road, 80% payment will be made against receipt of the material duly pre inspected and receipted at site by the consignee in good condition.
- (c) i) Balance 20% payment will be made through bank transfer on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, as per Annexure-11 fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period stipulated in the Warranty Clause No. 3400 within 30 days of the receipt of Bill alongwith Proving Test Certificate after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises. Where, however, the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 20% payment shall be released to the supplier on his furnishing the necessary Bank Guarantee of equal amount i.e. balance 20% valid for the period as asked by the purchaser.
- ii) The Bank Guarantee as mentioned above should be from a Nationalised Indian Bank/Schedule Commercial Bank in India. The Bank Guarantee from a Commercial Bank of the Contractor's country can be accepted only if the Guarantee is furnished after getting it countersigned by the Reserve Bank of India, State Bank of India, New Delhi or by any Nationalised Indian Bank. The expenses to be incurred for counter-signature shall be borne by the Contractor.
- iii) The Bank Guarantee to be submitted by the contractor / supplier under this clause, shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.
- iv) In exceptional cases, when the BGs are submitted by the contractors/suppliers etc. through themselves (and not directly by the issuing bank under Registered Post AD or Speed Post or Courier Service), the BG issuing Bank Branch immediately should send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the Railways with a covering letter to enable Railways to compare with the original BGs and to confirm that the submitted BG is in order.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the COFMOW (Beneficiary). COFMOW's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to COFMOW and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

- (d) Payment of agency commission, if any, will be made to the Indian Agent within 30 days of the receipt of bill after successful completion of the proving test in which machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises.

#### **1802. Indigenous Supplies**

The standard payment terms subject to recoveries, if any, by way of Liquidated Damages as per clause 1002 will be as under:

- (a) 80% payment will be made on receipt of the material duly pre inspected and receipted at site by the consignee in good condition.
- (b) i) Balance 20% payment will be made on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, as per Annexure-11 fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period stipulated in the Warranty Clause No. 3400 within 30 days of the receipt of Bill alongwith Proving Test Certificate after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises. Where, however, the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of the goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 20% payment shall be released to the supplier on his furnishing the necessary Bank Guarantee of equal amount i.e. balance 20% valid for the period as asked by the purchaser.
- ii) The Bank Guarantee as mentioned above should be from a Nationalised Indian Bank/Schedule Commercial Bank in India.
- iii) The Bank Guarantee to be submitted by the contractor / supplier under this clause, shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.
- iv) In exceptional cases, when the BGs are submitted by the contractors/suppliers etc. through themselves (and not directly by the issuing bank under Registered Post AD or Speed Post or Courier Service), the BG issuing Bank Branch immediately should send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the Railways with a covering letter to enable Railways to compare with the original BGs and to confirm that the submitted BG is in order.

#### **1900. PAYMENT PROCEDURE**

1901. Payment for indigenous suppliers will be made in Indian Rupees against bills preferred by the Contractor. Any payment in the foreign exchange that the Contractor may have to make for imported components forming part of the tender will be arranged by him direct.

1902. Payments against foreign contractors will be arranged through normal banking channels except where payment through letter of credit has been stipulated in the contract. In the case of payment through the letter of credit, all charges levied by the foreign bank(s) shall be borne by the Contractor.
1903. The supplier shall prepare tax invoice in the name of the consignee (ultimate consignee) indicating following details:
- i. Name, address and GST Identification Number (GSTIN) of the supplier for each state
  - ii. Date of issue of invoice.
  - iii. Name, address and GSTIN of the recipient (Consignee)
  - iv. Address of the delivery
  - v. HSN Code (for goods) and or accounting code for service
  - vi. Description of Goods or services alongwith contract reference no. and / or Bill No.
  - vii. Quantity and Unit
  - viii. Total Value of supply of goods or services
  - ix. Taxable supply value of supply of goods and / or services taking into account discount of abatement, if any.
  - x. Rate of Tax (Central GST, State GST, Inter state GST, Union Territory GST or cess)
  - xi. Amount of tax charged in respect of taxable goods or services (CGST, SGST, IGST, UTGST or cess)
  - xii. Whether the tax is payable or reverse charge basis?

Format as per Annexure-12 may invariably be used for submission of bills **for payment to COFMOW.**

1904. 1) Tenderer to give consent in a mandate form for receipt of payment through EFT( Electronic Fund Transfer).
- 2) Tenderers 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.
- 3) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information ( as mentioned in para (II) above).
- 4) In case of non payment through EFT or where EFT facility is not available, payment will be released through cheque.

## **2000. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

2001. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the amount of Performance Guarantee Bond and any other Guarantee furnished by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to encash the Performance Guarantee Bond etc. and also have a lien over the amount of the Performance Guarantee Bond etc. pending finalisation or adjudication of any such claim. In the event of the said amount being insufficient to cover the claimed amount

or amounts or if no Performance Guarantee Bond etc. has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 3103 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

2002. For the purpose of clause 2001, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his individual capacity or otherwise.
2003. **Lien in respect of Claims in other Contracts**-Any sum of money due and payable to the Contractor (including the amount of Performance Guarantee Bond any other Guarantee) under the contract may be withheld by way of lien by the Purchaser or Government against any claim of the Purchaser or Government in respect of payment of a sum of money arising out or under any other contract made by the Contractor with the Purchaser or Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of in the same contract or any other contracts is either mutually settled or determined by the Arbitrator, if the contract is governed by the arbitration clause or by the competent court under clause 3103 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

2004. In addition to this other remedies under the law and these conditions, the Purchaser shall have a lien on each machine in respect of which the 80% has been paid to secure payment of this amount and recovery of any sum due from the Contractor, should the machine(s) not be successfully commissioned within the time specified as per clause Installation, Commissioning & Proving Tests in the Technical Specifications contained in Bid Documents Part-II.

## **2100. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

2101. **Risk in the Stores** : - The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of

dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or the interim consignee as the case may be. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or any other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee, as the case may be.

2102. **Consignee's Right of Rejection** — Notwithstanding any approval which the inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 days after expiry of the stipulated time provided in the contract for the commissioning of the machine or in case the commissioning is completed after the stipulated time, after commissioning of the machine at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. The rejection advice issued by consignee may be in the standard format as per Store Code Vol-I, para 764.
2103. Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
2104. The provisions contained in clause 2800 relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.
2105. The Contractor shall refund any advance/part payment received by him in respect of the rejected stores within 21 days of the receipt of intimation from the consignee about the rejection of the stores. In default, the Purchaser may take steps against Contractor for recovery of such price. This is strictly without prejudice and in addition to the rights provided in clause 1004.
- (i) In case of rejection of pre-inspected supply of goods at consignee end, the material rejection advice/rejection memo should be sent to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract, associate bill paying authority etc. without fail.
- (ii) The concerned paying authority as per the contract and associated bill paying authority 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 lot of goods should be held with pre-inspection agency and firm. In cases of failure of the firm to associate with joint inspection, the same should be held with pre-inspecting agency.
  - (iv) Firm may be permitted to rectify the rejected goods in its premises only after the firm has deposited the payments already made against the same or equivalent amount has been withheld for this purpose.
  - (v) In case of replacement supply against the rejected lot of goods, the same should be pre-inspected by the pre-inspecting agency prior to acceptance of the same by the consignee.
  - (vi) In case of acceptance of replacement supply/ rejected supply after rectification, the material rejection advice/ rejection memo issued earlier should be withdrawn under advice to all concerned.
2106. **Subletting and Assignment** — The Contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the Purchaser or his nominee.
- In the event of the Contractor's failure to obtain such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchase.
2107. **Changes in a Firm -**
- (a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Contractor's failure to comply with this requirement, it shall be lawful for the Purchaser to cancel the contract and purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 1002 as far as applicable shall apply.
  - (b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
  - (c) If the contract is not determined as provided in sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
  - (d) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause shall be final and binding on the Contractor.

**2200. RESPONSIBILITY FOR COMPLETENESS**

2201. Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary, are to be provided by the Contractor without extra charge, and the plant must be complete in all details.
2202. The work shall be performed at the place or places specified in the contract or at such other place or places as may be approved by the Purchaser.
2203. In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract.
2204. In the case of contracts requiring electricity, for the completion of the work and for test on site, such electricity, when available, shall be supplied free to the Contractor at the pressure of the ordinary supply.  
However, responsibilities of Purchaser and the contractor required for execution of work at consignees site shall be as defined in bid document Part-II.

**2300. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, model and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract though special provision therefore may not be made in the specification or drawings. The Contractor shall also pay for Dock and Harbour dues, port's rates, export taxes and other fees' or charges, if any, levied because of exportation.

**2400. INDEMNITY**

2401. The prices stated are to include all rights (if any) of patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

**2500. RISK OF LOSS OR DAMAGE TO GOVERNMENT OR PURCHASER'S PROPERTY**

2501. All the property of the Government or Purchaser loaned, whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract, to the Contractor in connection with contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
2502. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty four hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.

- 2503. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser/loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.
- 2504. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

**2550 Safety Measures**

- 2551 The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, and should conform to the rules and regulations of the Railway.
- 2552 The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub-contractor or workmen.
- 2553 The Contractor should ensure that unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment does not occur.
- 2554 The Contractor should indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the workman's compensation act or the fatal accidents act or any other statute in force from time to time.

**2600. CUSTOMS DRAWBACK**

If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on exportation, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture, the Contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

**2700. BOOK EXAMINATION CLAUSE**

The Purchaser shall have the right for "Book Examination" as follows :—

- 2701. The Contractor shall whenever called upon and requiring to produce or cause to be produced or examination by any Govt. Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. The decision of such Government Officer on the question of relevancy of any document, information or return being final and binding on the parties.

The obligation imposed by this clause is without prejudice to the obligation of the Contractor under any statute, rules or orders and it shall be binding on the Contractor.

2702. The Contractor shall, if the authorised Government Officer so required (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a Sub-Contractor or any of its subsidiary or allied firm or company, the authorised Government Officer shall have the power to examine all the relevant books of such Sub-Contractor or any subsidiary or allied firm or company which shall be open to his inspection as mentioned in clause 2701.
2703. If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
2704. Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause 2701 above. In the event of Contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgment of the Purchaser which would be final and binding on the Contractor and his agencies.

#### **2800. REMOVAL OF REJECTED STORES**

2801. On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.
2802. All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.
2803. The stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the

contract is placed for delivery F.O.R. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to-pay at public tariff rates and at Contractor's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return of rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

#### **2900. CORRUPT PRACTICES**

2901. The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor, or by any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 1002.
2902. Any dispute or difference in respect of either the interpretation, effect or application of the above clause or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

#### **3000. INSOLVENCY AND BREACH OF CONTRACT**

3001. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say :-
- (a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
  - (b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
  - (c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action

or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

**3100. LAWS GOVERNING THE CONTRACT**

3101. This contract shall be governed by the Laws of India for the time being in force.
3102. Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.
3103. Jurisdiction of Courts.—The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
3104. **Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970 — For Indigenous Supplies : —**
  - (1) The Contractor shall comply with the provisions of the Contract Labour(Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
  - (2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
  - (3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.
  - (4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rule; wherever applicable.
  - (5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules, the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under section 20, sub-section (2) and section 21, sub-section(4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the amount of the Performance Guarantee Bond and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under sub-section (1) of section 20 and

sub-section (4.) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

**3200. ARBITRATION**

- 3201** (a) (i) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract {except as to any matters the decision of which is specially provided for by these or the special conditions, i.e., accepted matters (non-arbitrable)} the same shall be referred to the sole arbitration of an Arbitrator in terms of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. Arbitrator shall be person possessing qualifications laid down in para 2900 (a) (ii) and shall be appointed by the Chief Administrative Officer, COFMOW, New Delhi, India,
- (ii) Qualification for appointment as Sole Arbitrator:
- (a) Retired Railway Officer not below SAG level 3 years after his date of retirement.
- (b) Age of Arbitrator at the time of appointment shall not exceed 70 years.
- (iii) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past. Retired Railway Officer being appointed as arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract related or who in the course of their duties as railway servant have expressed views on all or any of the matters under disputed or difference.
- (iv) The award of the arbitrator shall be final and binding on the parties to this contract.
- 3202** In the event of the arbitrator dying, neglecting of refusing to act or resigning or being unable to act for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 3203** It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 3204** Deleted
- 3205** (a) (i) The cost of arbitration shall be borne by the connected parties in terms of section 31 (A) of Arbitration and Conciliation Act, 1996 by Arbitration and Conciliation (Amendment) Act, 2015. The cost shall inter-alia include fee of the Arbitrator, as per the rated fixed by Railway Board from time to time. Further, the fee payable to the Arbitrator would be governed by instructions issued on the subject by Railway Board from time to time irrespective of the fact whether the Arbitrator is appointed by the Railway Administration under this clause or by any court of law unless specifically directed by Hon'ble Court otherwise on the matter.
- (ii) Arbitrator shall be entitled to 50 percent extra fee, if award is made within 6 months in terms of provisions contained in section 29 (A) (2) of the Arbitration

and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.

Besides above, Arbitrator shall also be entitled for this extra fee, in cases where Fast Track Procedure in terms section 29 (B) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment.) Act, 2015 is followed.

- 3206** Subject as aforesaid, the Arbitration Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause
- 3207** The venue of arbitration shall be the place from which the acceptance note is issued or such other place as the arbitrator at his discretion may determine in terms of section 20 of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.
- 3208** In this clause the authority, to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions of otherwise.
- 3209** It is further a term of this contract that 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 in terms of Section 31 (7) (a) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015

#### **3300. SECRECY**

- 3301.** The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed thereunder.
- 3302.** Any information obtained in the course of the execution of the contract by the Contractor,; his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 3303.** Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor in accordance with the clause-1002 of the General Conditions of Contract, In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

#### **3400. WARRANTY**

- 3401.** The Contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operatable, operate properly.
- 3402.** This warranty shall survive inspection of, payment for and acceptance of the goods and shall expire after 24 months from the date of commissioning of machine at ultimate destination in India, Any approval of acceptance by purchaser of the Stores

or of the material incorporated here in shall not in any way limits the contractor's liability.

3403. The contractor's liability in respect of any complaints defects and or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair or defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of Contractor with in 3 (Three) months of their being first discovered during the warranty period or 3 (Three) months from the date of expiry of warranty period or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.
3404. The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the purchaser, the contractor shall pay to the purchaser value thereof at the contract price or in the absence of such price at price decided by the Purchaser, and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
3405. All replacement and repairs that the purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 1 (one) weeks, promptly and satisfactorily. The warranty period will be extended by the number of days the machine remains under breakdown during the warranty period and the warranty Bank Guarantee would be returned at the end of such extended warranty period for the full machine.
3406. If the Contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.
3407. The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the Contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident,
3408. The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
3409. The warranty period in the offer shall survive for a period of 24 months from the date of commissioning of machine. If the offer is found with less than 24 months or ambiguous/uncertain on warranty conditions, the tender is liable to be rejected.
3410. The Purchaser, without prejudice, shall be entitled and it shall be lawful on his part to forfeit the amount of the Guarantee Bond furnished in respect of Warranty as per clause 1801 (c) and/or 1802 (b) 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 warranty provisions under reference or failure to extend the validity of Guarantee Bond for the period of break down occurred during warranty period and for such part(s) replaced and/or repaired and part(s) immediately connected thereto as per clause 3405.

**3500. SERVICING AND WAREHOUSING FACILITIES**

3501. The tenderer will clearly spell out in the offer the facilities available with him or his agent for providing adequate after-sales service in India during warranty period. The tenderer will also indicate the organisation located at various places in India and the availability of trained staff, maintenance spares etc. at different centres in the country. In the case of imported machines, presence of qualified service engineering personnel with the supplier or his agent will be essential and the bidder should certify in the offer that such service team will be available. This information should be provided by the bidder in relevant Section of Bid document Part-II.
3502. All spares required for the maintenance of these machines should be made available to various consignees for ware-housing in India for a period of two years from the date of delivery of the machine at ultimate destination.
3503. After the warranty period, the manufacturer or his agent shall agree to provide service supports for trouble shooting and obtaining spare parts. The manufacturer shall be obliged to provide spare parts required by the Purchasers for a period of 15 (Fifteen) years or as per codal life of machine mentioned in bid document Part-II from the date of delivery of the machine at the ultimate destination to safeguard against obsolescence.
3504. The following information must be furnished by the Tenderer/Manufacturer regarding facilities for after sale service available in India.
- (i) Whether similar types of machines have been sold earlier by the manufacturer through the agents in India, if so the machine model number and details of the customers to whom the machines were sold should be furnished.
  - (ii) Whether any trained engineers are available in India either with the firm or with their agents to attend to after sale problems of;
    - (a) Control equipment
    - (b) Machine and
    - (c) Location where these engineers are available in India.  - (iii) If reply to (ii) above is in negative, the nature of after sale service proposed to be provided by the manufacturer during the warranty period and later. The number of service engineers and their location may also be specified;
  - (iv) What inventory of spare parts for the control equipment and the machine will be maintained by the manufacturer directly or with their agents in India for the warranty period requirement. The location of proposed warehouse for maintaining the inventory and the approximate value of such inventory may also please be indicated, alongwith the list of such spares.
  - (v) Whether repairable parts assemblies like printed circuit boards will be repaired in India or sent to the manufacturer aboard during the warranty period and the modalities for the same,

**3600. OPERATION AND INSTRUCTION MANUALS & SERVICE TROUBLE SHOOTING GUIDES**

3601. The supplier shall furnish per machine ordered 4 copies each or such number as specified in Bid Document Part-II of the relevant operating manual, maintenance manual, instruction for both electrical and mechanical equipments, trouble shooting guide, spare parts catalogue with price list, detailed wiring diagram, hydraulic circuit diagram, Lubrication diagram with schedule of lubrication and lubricants to be used.

In case of imported machines equivalent indigenously available brands of lubricants hydraulic oils should be indicated. All technical documents will be in Hindi or English languages.

3602. In addition, one hard copy and one soft copy each of the above mentioned literature shall be supplied to the Chief Mechanical Engineer, COFMOW. All the drawings/diagrams shall be reproducible tracing film.
3603. Dimensions Specifications for rubber spare parts and electronic spare parts should be given.

### **3700. Turn-Key contracts**

3701. The supplier shall arrange certification by a RCC Consultant, who should be a Chartered Engineer registered with the Institution of Engineers, that:-
  - a) The design of the machine foundation &
  - b) Construction of the foundation.

is in accordance with the latest version of the relevant part of the Indian Standard for Code of Practice for design & construction of machine foundation as specified in IS:2974.

The original certificate issued by the consultant for certification of both the design & construction of the foundation and a copy of his registration certificate from the Institution of Engineers shall be submitted by the supplier to the consignee.
3702. The supplier shall stand a warranty for the foundation alongwith the machine. He shall arrange to rectify any defects (e.g. sinking or cracking) occurring during the warranty period in the foundation. He shall also be responsible for uprooting and reinstalling the machine if so required for carrying out the repairs to the foundation. The warranty period would be extendable by the time period for which the machine remains out of commission due to the defect in the foundation or a period of one year, whichever is more.
3703. The payment for the construction of the foundation and installation & Commissioning of the machine would be released only after submission of a certificate as required vide Para-3701 above, which has to be certified by the consignee. This certification shall be done while issuing the PTC for the machine.
3704. Detailed specifications of the quantity and quality of the material etc. of the turnkey work is to be specified by the firm alongwith the offer so that these can be incorporated in the contract to ensure right quality as well as quantity of the material etc.
3800.
  - a) Tenderers may be required to quote for post warranty Annual Maintenance for a period of 5 years or such period as specified in Bid Document Part-II after expiry of the warranty period of the M&P alongwith their offers.
  - b) In such cases, tenderers are required to mention such AMC schedule of such Annual periodic maintenance alongwith offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.

## SECTION III

### ANNEXURE - 1

(Please see clause 0502(a)  
of 'Instructions to Tenderers')

#### COMMERCIAL DETAILS & PAST PERFORMANCE

Tender No.....Date of Opening.....

##### A. COMMERCIAL DETAILS

- (i) Is the firm a unit registered as MSE( as per Clause 0109 of "Instructions to Tenderers") ? (If so, a copy of the registration certificate should be enclosed.)
- (ii) Name and address of the Banker.  
(A copy of the Banker's report should be enclosed.)
- (iii) Last 3 years turn over.  
(Documentary evidence should be enclosed.)

##### B. PAST PERFORMANCE

Details of orders for the major supplies of same/similar equipments executed during the past five years or for such period as specified in Bid Document Part-II should be furnished in the following format.

SN	Full address of User	Order no. & date	Description of Stores	Qty.	Value of order	Date of delivery	Remarks
1	2	3	4	5	6	7	8

Signature-----

Name-----

Designation-----

Note: A certificate from the User should preferably be enclosed to indicate that the contract was satisfactorily performed.

**ANNEXURE - 2**

Please see clause 0502(b)  
of 'Instructions to Tenderers'

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL  
EMPLOYED BY THE MANUFACTURER**

Tender No. ..... Date of Opening .....

1. NAME OF THE FIRM
2. LOCATION
  - i) Head Office
  - ii) Works/Factory
- 2.2 Telephone No.(with STD code)
  - i) Head Office
  - ii) Works/Factory
- 2.3 Telegraphic address & Telex/fax
  - i) Head Office
  - ii) Works/Factory
3. DESCRIPTION OF FACTORY/WORKS
  - i) Total Land area (in Sq. meters)
  - ii) Total covered area(in Sq. meters)
  - iii) Different Sub-units(with details of covered/uncovered area, etc.)
  - iv) Special features, if any:
4. NO. OF PERSONNEL EMPLOYED(CATEGORY-WISE)
  - i) Managerial\*
  - ii) Supervisory\*
  - iii) Skilled artisans
  - iv) Unskilled

\* The qualification may also be indicated.
5. GENERAL INFORMATION- TECHNICAL
  - 5.1 Description of different departments in the Factory/Works and function of each department, along with an organisation chart
  - 5.2 Detailed description of machinery and plant in each department (make and year of procurement/commissioning to be provided. For special type of equipment copy of pamphlets/write-ups to be furnished so as to supplement the description).
  - 5.3 Details of raw-materials held in stock(state whether imported/indigenous).
  - 5.4 Production capacity of the quoted items
    - i) Per month

- ii) Per year
- 5.5 List of other items, which the firm regularly manufactures and corresponding production capacity.
- 6. DESIGN CAPABILITY
- 6.1 Details of Qualified Personnel(indicating qualification and experience)
- 6.2 Other facilities available.
- 7. MANUFACTURING PROCESS
- 7.1 Level of in-house facilities
- 7.2 Important items of work done by outside vendors.
- 7.3 Brief details of manufacturing process relevant to the items quoted.
- 8. Deleted.
- 9. AFTER-SALES-SERVICE
- 9.1 Facilities available at works and branch offices.
- 9.2 Assessment of quality of service including response times.

Signature.....

Name.....

Designation.....

### **ANNEXURE - 3**

(Please see clause - 0601(c)  
of 'Instructions to Tenderers')

#### **PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Ref .....

Date .....

Bank Guarantee No .....

To,

THE PRESIDENT OF INDIA  
acting through the Controller of Stores,  
Central Organisation for Modernisation of Workshops,  
New Delhi - 110 002.

Dear Sir,

In accordance with your invitation to tender No..... M/s .....,  
hereinafter called the tenderer with the following Directors on their  
Board of Directors/partners of the firm:

- |    |     |
|----|-----|
| 1. | 2.  |
| 3. | 4.  |
| 5. | 6.  |
| 7. | 8.  |
| 9. | 10. |

wish to participate in the said tender for the supply of .....

As a Bank Guarantee against Bid Guarantee for the sum of ....., (in words & figures) valid for (225) two hundred and twenty five days from the date of opening of the tender viz ..... is required to be submitted by the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of (225) two hundred and twenty five days to immediately pay, on demand by the Controller of Stores or Financial Advisor & Chief Accounts Officer, Central Organisation for Modernisation of Workshops, Railway Offices Complex, Tilak Bridge, New Delhi - 110 002, INDIA in writing the amount of ..... (words & figures) to the said Controller of Stores or Financial Advisor & Chief Accounts Officer, Central Organisation for Modernisation of Workshops, Railway Offices Complex, Tilak Bridge, New Delhi - 110 002, INDIA, and without any reservation and recourse, if :-

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser ; or
- (ii) the tenderer withdraws the said bid within 180 days after opening of bid ; or
- (iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the General Conditions of the Contract.

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on ..... if further extension to this guarantee is required, the same shall be extended to

such required periods on receiving instructions from M/S ..... on whose behalf this guarantee is issued.

Date .....

Signature .....

Place .....

Printed Name .....

Witness:

1. ....

.....

(Designation)

.....  
(Bank's Common Seal)

Bank Address:

**Telephone No.:**

**Fax No.:**

**E-Mail Address:**

**ANNEXURE - 4**

(Please see clause 0408 & 0707 of 'Instructions to Tenderers')

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**  
**(APPLICABLE FOR FOREIGN FIRMS ONLY)**

No.....dated .....

To,

THE PRESIDENT OF INDIA  
acting through the Controller of Stores,  
Central Organisation for Modernisation of Workshops,  
New Delhi - 110 002.

Dear Sir,

Sub:- Central Organisation for Modernisation of Workshop's Tender No.....

We ....., an established and reputable manufacturer of ..... having factories at ..... and offices at .....do herby authorise 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. .... However, order shall be placed directly on us and we undertake responsibility for successful execution of such contract.

We further provide the following information as required in terms of clause 0403 of Instructions to Tenderers, Bid Document Part-I:

- a) Amount of remuneration for the agent included in the offer-.....
- b) Precise relationship between the foreign manufacturer/principals and their Indian Agent/Associates-.....
- c) Mutual interest, which the manufacturer/principal and the Indian Agents/Associates have in the business of each other-.....
- d) Any payment, which the agent/associate received in India or Abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee-.....
- e) Indian Agent's income tax PAN No.-.....
- f) Services to be rendered by the agent/associate, whether of general nature or in relation to the contract and the facilities/infrastructure available with them for the same-.....

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 Manufactures)

Note: 1. 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.

**ANNEXURE - 5**

**Deleted**

**ANNEXURE - 6**

**Deleted**

## ANNEXURE - 7

(Please see clause - 1402 of 'Instruction to Tenderers')

### MAXIMUM PACKAGE DIMENSIONS

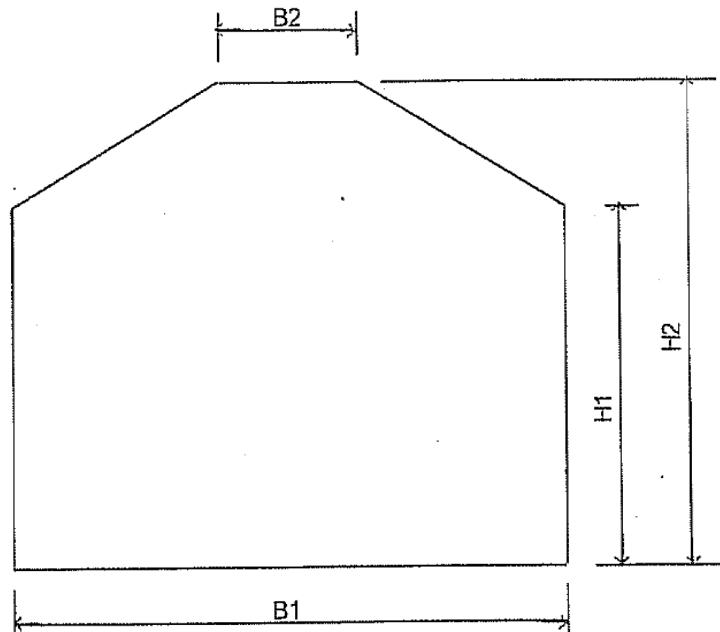


FIG. SECTION OF PACKAGE

FIG. SECTION OF PACKAGE

For destination Station on	Max. length of package in meters	Max.height in meters			
		B1	B2	H1	H2
Broad Gauge (B.G.)	(a)General purpose 4-wheeler wagons - 5.5 meters				
1676 mm Gauge		2.7	0.6	2.0	2.5
	(b)General purpose Bogie wagons - 10.0 meters				
Meter Gauge (M.G.)	Same as above	2.1	0.6	2.0	2.5
1000 mm Gauge					

**ANNEXURE - 8**

(Please see clause - 0706 of 'Instructions to Tenderers')

**PROFORMA FOR STATEMENT OF DEVIATIONS  
FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers and General Conditions of Contract :-

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (Including Justification)
---------------	------------------	---

.....  
Signature and seal of  
the Manufacturer/Tenderer.

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

**ANNEXURE - 9**

(Please see clause - 0302 & 0303 of 'Instructions to Tenderers')

**PROFORMA FOR STATEMENT OF DEVIATIONS**

**FROM TECHNICAL SPECIFICATIONS**

The following are the particulars of deviations from the requirements of the Technical Specification :-

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (Including Justification)
---------------	------------------	---

.....  
Signature and seal of  
the Manufacturer/Tenderer.

NOTE: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref.....

Date.....

Bank Guarantee No.....

To  
 THE PRESIDENT OF INDIA,  
 acting through the Controller of Stores,  
 Central Organisation for Modernisation of Workshops,  
 Railway Offices Complex, Tilak Bridge,  
 New Delhi - 110 002

- 1 Against contract vide 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 herein 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 and/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 up to 06 months after the  
 date of last shipment/delivery of the goods ordered) and shall continue to be enforceable for another 06  
 months i.e. upto ..... herein 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.), 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 our 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 proceeding 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 there under 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) 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  
 form time to time any of the power exercisable by the President of India (Govt. of India), against the said  
 contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and  
 we.....Bank 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 forbearance 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 what –so-ever, 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/supplier.
- 7 We ..... (indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(Office Department) Ministry of ..... certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee unless demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this Guarantee thereafter.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

(Designation)

.....

(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.

E-Mail Address:

**Note for the issuing bank :**

- a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.
- b) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an un stamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.
- c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service or through email to [cos@cofmow.gov.in](mailto:cos@cofmow.gov.in) from Bank's official email ID to the concerned Railway Authorities (Beneficiaries) promptly without fail.

**PROFORMA OF BANK GUARANTEE FOR 10% CONTRACT VALUE  
TOWARDS WARRANTY GUARANTEE**

To

THE PRESIDENT OF INDIA,  
acting through the Controller of Stores,  
Central Organisation for Modernisation of Workshops,  
Railway Offices Complex, Tilak Bridge,  
New Delhi - 110 002

**Sub:** Guarantee No..... for.....(Amount) Covering Machine(s) Serial No.....  
supplied to (Consignee's).....

**Ref:** Contract No.....dated.....placed on M/s.....

1. WHEREAS M/s..... one of our constituents, (hereinafter called the "Seller") have agreed to sell to you(hereinafter referred to as the "Government")..... Nos. of..... (give description) as per contract No.....dated.....(hereinafter called the "the said contract").
  2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 20% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised Bank, acceptable to the Purchaser for 10% of the value of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
  3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10% of the value of the said contract which you have agreed to accept.
  4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of .....(Rs.....) representing 10% of the 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 has 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 extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
  7. This bank guarantee comes into force when the balance 20% of the value of the stores, shipped per vessel..... vide Bill of Lading No..... dated..... or RR No..... dated.....(in case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect upto..... i.e., for..... months counted from the date of placing the stores in service, and, shall continue to be enforceable for further six months i.e. upto.....(date), hereinafter called the said date.
- That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.
8. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding 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 there under and the Contractor shall have no claim against us for making such payment.
  9. This guarantee would not be affected due to change in the constitution of the Bank or the contractor.

10. 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).
11. We ..... (indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(Office Department) Ministry of ..... certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee unless demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this Guarantee thereafter.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....  
(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.

E-Mail Address:

**Note for the issuing bank :**

- a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.
- b) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.
- c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service or through email to [cos@cofmow.gov.in](mailto:cos@cofmow.gov.in) from Bank's official email ID to the concerned Railway Authorities (Beneficiaries) promptly without fail.

**ANNEXURE - 12**

(Please see clause - 1903 of 'General Conditions of Contract')

**PROFORMA OF FORMAT UNDER WHICH BILLS FOR STORES  
SUPPLIED IS TO BE USED**

Name and Address of the Firm.....

GSTIN of the supplier .....

Bill No..... Dated.....

Purchase order..... No..... Dated.....

Name and address of the consignee .....

GSTIN of the Consignee .....

State of the Consignee .....

HSN code (for Goods) and accounting Code (for services) .....

S.No	Authority for purchase	Description of Stores	Number or quantity	Rate Rs. P.	Price Rs. P.	Amount
------	---------------------------	--------------------------	-----------------------	----------------	-----------------	--------

Total

1. Packing Charges
2. Forwarding charges (if applicable)
3. Other charges (if any)
4. PVC Amount (with calculation sheet enclosed)
5. Freight (if applicable)
6. (-) deduction/Discount (if any)
7. Taxable value
8. Rate of tax (segregated CGST, GST, IGST, UTGST or cess)
9. Amount of tax charges in respect of taxable Goods or Services
10. Whether Tax is payable on Reverse Charge basis
11. Net amount payable

(in words Rs.)

Dispatch detail RR No. other proof of dispatch.....

Dated ..... (enclosed)

Inspection Certificate No ..... Dated ..... (enclosed)

We hereby declare that will pass on to the purchase any additional input tax credit benefit, if becomes available to us without any undue delay.

Received Rs.....(Rupees).....

Revenue Stamp

Signature and stamp of Stamp



भारत सरकार — रेल मंत्रालय  
अनुसंधान अभिकल्प और मानक संगठन  
लखनऊ — 226011  
Fax : 91-0522-2452494  
Tele/Fax: 0522- 2465773

Government of India - Ministry of Railways  
Research Designs & Standards Organisation  
Lucknow — 226011  
DID (0522)2450115  
DID(0522)2465310



No. MW/RFID

Date: 25.07.2018

**All CMEs, CRSEs, All CWMs & wagon builders (as per attached list)**

**Sub:** Guideline for data on board RFID tags of the Indian railways V2, 2.

**Ref:** CRIS letter No. 2016/CRIS/NDLS-ITPI/WS-C/PROJECT/RFID/0102/Pt-1  
Date 29.05.2018.

CRIS vide there letter under reference above has informed latest version of Guideline for data on board RFID tags of the Indian railways V2, 2.

Copy of above guidelines is enclosed herewith for information and further necessary action.

संलग्नक: उपरोक्तानुसार

(पी0के0 पाण्डेय)  
निदेशक / मालडिब्बा  
कृते महानिदेशक

प्रतिलिपि:—

1. कार्यकारी निदेशक / क्यूए (यांत्रिक), आरडीएसओ, लखनऊ—226011
2. निदेशक / आईएण्डएल, 3 कोयलाघाट स्ट्रीट, कोलकाता— 700 001

**CENTRE FOR RAILWAY INFORMATION SYSTEMS**  
**CHANKYAPURI, NEW DELHI 110021**

No.: 2016/CRIS/NDLS-ITPI/WS-C/PROJECT/RFID/0102/PT-1

29/05/2018

EDME/ Freight  
Railway Board  
New Delhi 110001

**Sub: Guidelines for Data on board RFID Tags of the Indian Railways V2.2**

**Ref: 2016/CRIS/NDLS-ITPI/WS-C/POLICY/RFID/0101/PT-1 dt 18.9.2017**

1. Enclosed please find the latest version of the above document in supersession of the earlier document issued vide reference above.
2. The changes in this version are detailed in the Change List. The important ones are:
  - 2.1 Clarification on the use of SV Code.
  - 2.2 Clarification on opening and closing behaviour of delimiter.
  - 2.3 Explanation on concept of trailing zeros in user Area.
3. For information and necessary action please.

  
CM/IC/CRIS

Encl: in 15 pages as above

Copy for information to:

- i) EDME/Dev - Railway Board, New Delhi
- ii) EDS(W) – RDSO, Manak Nagar, Lucknow

**CENTRE FOR RAILWAY INFORMATION SYSTEMS**  
**CHANAKYAPURI, NEW DELHI 110021**

No.: 2016/ CRIS/ NDLS-ITPI/ WS-C/ POLICY/ RFID/ 0101/ PT-1

29/05/18

Sub: Guidelines for using Data of RFID Tags of the Indian Railways (V2,2,0)

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**CHANGE LIST (of latest changes):**

**V2,2:**

- Para 4.1 – Added the para to explain the use of SV code (UserArea Data Structure Version).
- Para numbering corrected in subsequent paragraphs.
- Para 5.1 – clarification on opening and closing behaviour of delimiter.
- Paras 5.5, 8.2, 8.3, 8.4 & 9 – The concept of trailing zeros in User Area explained.
- Para 8 – field widths removed in all subparas since explained in Annexure E to G.
- Para 8.1 – behaviour of the field modified for wider SN field. Trailing ‘!’ removed in example
- Para 8.2 – behaviour of the field clarified.
- Para 9 – Example revised completely
- Page 14 (Annexure G) – field width of SN field increased from char(8) to char(9)

**V2,1:**

- Para 3.5: Example corrected for version ‘E’
- Annexure E: Code for Alternate email changed from UE to UT to avoid duplication

**V2,0:**

- The requirements for privately owned rolling stock have been incorporated.
  - The concept behind Version number in EPC area has been expanded.
  - The concept of padding with zeros has been made clear.
  - The Company Code has been expanded and made clear.
  - Concept of User Area version number has been added (SV code).
  - The need to avoid two contiguous !! has been made explicit.
- 

**1 BASICS:** The RFID Tag to be used on vehicles to run over the Indian Railways stores data under 2 functional heads: EPC Area and User Area.

1.1 The **EPC area** is ALWAYS read. From the Railways viewpoint it only stores the VehicleID. Additionally, internally there is a lot of information about the Tag that is

also stored including a unique identifier for each tag. The VehicleID primarily consists of the Owning Railway (including Privately Owners), the VehicleType and the VehicleSerialNumber. The data is stored in a format prescribed by an international standard by an organisation called GS1 and the associated standard is GIAI-202.

1.1.1 Note: Specifically in wagons, the rightmost digit of the 11 digit number is a check digit and as such should NOT, repeat not, be stored in the RFID Tag.

1.1.2 **Side of a Vehicle:** All Vehicle shall have a left and right side explicitly defined. The Right side is represented by the number 2 and the Left side by the number 1 within the EPC. By default,

1.1.2.1 For wagons and coaches the side on which the DV is located shall be the vehicle RIGHT side.

1.1.2.2 For Locos, if a definition of sides exists then the same shall be used. Failing which, the side that the DV is located shall be the right side of the Vehicle.

1.1.2.3 For self-powered vehicles like DEMU and EMU power cars, SPART/ SPARME etc, the cab shall define the front of the vehicle and the Right side shall be defined from the point of the pilot in the cab.

1.1.2.4 For other vehicles, if there is an existing definition of vehicle right then the same shall be used. Failing which, the side that the DV is located shall be the Right side of the Vehicle.

1.2 The **User Area** is currently limited to 3072 bits. The data it stores will be read only when the vehicle is at REST, not when the vehicle is running. It is primarily used for storing maintenance related details.

1.3 The Tag as a whole shall be password locked against writes using random hex numbers.

1.4 **All characters are in Capitals.**

1.5 **All fields are fixed-width.** In case the data is less than the defined field sizes there are 2 cases:

1.5.1 In case the data is less than the prescribed field width then it is to left-padded with zeros, e.g., NR becomes 00NR, 4321 becomes 004321 etc. please see the examples below. In the app being used for writing this shall be done automatically.

1.5.2 For the user area complete, a prescribed size has been given. In order to align with the prescribed size 0 is to be appended after the last exclamation mark.

## **2 Company Code:**

2.1 As per GS1 standards, the EPC area must indicate the Country and the Company Code. For all Rolling Stock of the Indian Railways, the licence for the same has been procured by CRIS for and on behalf of the entire Indian Railways.

2.2 For privately owned Rolling Stock this company code has to be obtained by the owner of the Rolling Stock from GS1 India and conveyed to CRIS for incorporation into the tags. This would enable them to be tagged correctly. Any change in ownership would also have to be conveyed to CRIS so that the tags on each individual rolling stock get updated in the field.

## **3 VehicleID:** Please also see the annexure attached to this document.

3.1 This is a string which is 23 characters wide.

3.2 All characters MUST be filled/ used.

3.3 The first field is a version number that defines the remaining fields in the VehicleID. By default, it is 'D', however there are other versions also.

3.4 For D version, an example of VehicleID as stored in the EPC area is

D1E1700NRWDTCSDV1004321 the explanation of the above string is as under:

Field	Sz	Field Description	Comments
D	1	Version number of the VehicleID spec	'D' is the default currently.
1	1	Vehicle Side	There are separate tags on the Left and Right of each vehicle. 1 is for LEFT and 2 is for RIGHT. 0 can be used under very special circumstances for which permission will be given on a case by case basis.
E	1	Asset Type E is for EMUs	Please see Annexure A
17	2	Year asset was put into service "17"	when the asset was introduced into service, can be different from date of manufacture.
00NR	4	Owning Railway "NR"	Please see Annexure B
WDTCSDV1	8	Vehicle Type	This is the Mechanical Code NOT transportation code. Please see Annexure C
004321	6	Vehicle serial number "4321"	Please note the 00 on the left side to complete the field width. This does NOT include check digits used in 11 digit numbering.

3.5 For E version, an example of VehicleID as stored in the EPC area is

E1F1700NRBOBRNHSM104321 the explanation of the above string is as under:

Field	Sz	Field Description	Comments
E	1	Version number of the VehicleID spec	Version number = 'E'
1	1	Vehicle Side	There are separate tags on the Left and Right of each vehicle. <b>1 is for LEFT and 2 is for RIGHT</b> . 0 can be used under very special circumstances for which permission will be given on a case by case basis.
F	1	Asset Type F is for Freight	Please see Annexure A
17	2	Year asset was put into service "17"	when the asset was introduced <u>into service</u> , can be different from date of manufacture.
00NR	4	Owning Railway "NR"	Please see Annexure B
BOBRNHSM1	9	Vehicle Type	This is the Mechanical Code NOT transportation code. Please see Annexure C
04321	5	Vehicle serial number "4321"	Please note the 0 on the left side to complete the field width. This does <b>NOT</b> include the check digit on the extreme right used in 11 digit numbering scheme.

#### 4 User Area:

4.1 User Area Data Structure Version Number (SV): It is an index to the structure of the remaining data in the User area. This is critical for having variable data structures within the User Area.

4.1.1 *It necessarily has to be the first element in the User Area.*

4.1.2 It is the version number of this document – whose structure has been used for storing data in the user area ONLY, i.e., this document implies "1iSVv220" as the first element in the User Area.

4.1.3 *For all those tags which have the SV element, the SV value shall be assumed as '210' if the actual value stored is less. In future, if a higher version number is issued which affects the User area Data structure – such as this version – then the same shall supersede this default value being higher.*

4.1.4 For those tags which do NOT have this element, the data structure version shall be assumed to be 100, i.e., V1,0,0.

4.1.5 The reader software shall handle it accordingly and any change in the data stored in the tag shall be done silently

4.2 The remaining memory in User Area is subdivided into 4 functional areas:

4.2.1 Area 'A' shall store the original manufacturer's details. This is akin to the Identity Plate on the Vehicle

4.2.2 Area 'B' shall store the last value of the VehicleID in case the VehicleID is changed.

4.2.3 Area 'C' shall store the maintenance details of the Vehicle.

4.2.4 Area 'D' shall store data for special requirements such as Trials.

5 Formatting principles of data in the User Area: The formatting principles are:

5.1 The “!” is the field delimiter. However two consecutive exclamation marks are NOT permitted, i.e., “!!” cannot appear anywhere in the tag data. This shall be used as opening *and* closing delimiter, i.e., The first and last characters must be “!”. The only exception is beyond the end of Area D since no data can exist there.

5.2 The data in a field has 2 parts:

5.2.1 “i” (in small case) stands for the Identifier of the data. This is a field with a fixed width of 2 letters. It identifies the data stored in the next field, i.e, the ‘v’ field.

5.2.2 “v” (in small case) is the Value of the identifier. This is a variable length field and is delimited as given above.

5.3 All lines entries shall start with the Date field, i.e., '!iD' marks the start of a new set of data.

5.4 This should normally be followed by the StationCode associated with the data.

5.5 *Zeros are to be mandatorily added after the last exclamation mark of the respective areas as padding up to the end of the area.* This will ensure alignment of the User Area. Please see example below.

6 The Master vocabulary list for the User area is at Annexure D of this document.

7 Data write/ modify use cases are as under:

7.1 First time write (tag initialisation): This shall affect the EPC area and 'A' block of the user area only. It may involve Area 'D' also, for example, in case there are items on pan-India trials.

7.2 Change in VehicleId: This shall affect the EPC area and area 'B' block of the user area. The 'B' block incorporates the last available VehicleID data in EPC. It may also

affect Area 'A' in case of such an upgrade which could imply a change in PL code (see below in vocabulary) – the older PL code shall be overwritten.

**7.3 Updating the maintenance info:** This affects only 'C' block of the user area. This basically stores the last PRO particulars (details of last POH, ROH/ IOH and last overhaul/ maintenance)

**7.4 On condemnation of the Vehicle,** the AssetType in the EPC area shall be set as "#" (mnemonic = completely cutup), while under normal circumstances it shall be a character.

## **8 Description & examples of data use in the User Area:**

**8.1 In area 'A', details from the manufacturer** are recorded. For example, a string can be as

!iDUv311217!iSUv0KXH!iVCv0000RCF!iPLvRCFGS012345!iSNv123456789

This area is supposed to be written at the time of manufacture. The PL part can be updated as and when any major upgrade/ change happens. It is meant for incorporating major assemblies such as bogies, into the system.

**8.1.1 Note:** Information regarding the Identifier of the vehicle in the form of a superstructure/ underframe number is optional for older vehicles only.

**8.1.2 Note:** the specific format for SN for assemblies such as bogies shall be as per the relevant RDSO specifications. Commonly they include Month, Year, batch, serial no etc. It is recommended that it be kept really simple and be a simple number series – all the associated data can be kept on computers at the backend.

**8.2 In Area 'B', Only those values that have been changed in the EPC should be kept** as and when the EPC is updated. *Three trailing zeros are necessarily needed.* For example,

!iDCv311217!iSCvJUDW!iHAvC!iHWvECOR!iHTv0BCACBMA!iHSv12345678!000

**8.3 In Area 'C', the last major maintenance schedules** are to be recorded. *Seventeen trailing zeros are necessarily needed.* an example:

!iDBv311214!iSBvJUDW!iDPv311215!iSPvJUDW!iDRv311216!iSRvJUDW!iDAv310217!iSAvNDLS!iDSv310317!iSSvNDLS!iDDv310417!iKMv10000!iNSvIOH!iHMvNDLS!00000000000000000

**8.4 In Area 'D', up to three trial related contact mobile numbers can be stored, so the default string would be !iTv3!iTMv9999911111, which would imply a maximum of**

3 items can be monitored using the space available. Eleven trailing zeros are necessarily needed.

8.4.1 As such, this should be limited to a pan-India trials only on any vehicle. Local trials should, as a principle, not be monitored by this field. As such, the control of Area 'D' should primarily lie with RDSO or PUs only.

9 Example of the full data: on a tag is indicated below for understanding purposes only

Desc	Data	Size	Padding Zeros	Total
EPC	8907709D2A17ECOR000BOBSN003333	30	0	30
SV	!ISVv220	8	0	8
User A	!IDUv020917!ISUv0BLH!VCv0000TEXB!PLv0000000000!SNv00000000	64	0	64
User B	!DCv000000!SCv0000!HAv0!HWvECOR!HTv00000000!HSv000000!000	61	3	64
User C	!IDBv000000!SBv0000!DPv00000!SPv0000!DRv00000!SRv0000!DAv0000 00!SAv0000!DSv00000!SSv0000!DDv00000!KMv00000!NSv00000!HMv 0000!0000000000000000	143	17	160
User D	!TNv0!MAv0000000000!MBv0000000000!MCv0000000000!0000000000	53	11	64
Reserved	For future purposes			24
	TOTAL USER AREA (in bytes)			384

NOTE: The underlined zeros at the end of the area above – these are to be mandatorily added after the last exclamation mark of the respective areas – they act as padding up to end of the User Area.

*T. Mehta  
20/5/18*  
(TANMAY MEHTA)  
GM/ RFID

Encl: annexure A to G as above:

Annexure A – Master List of Asset Types

Annexure B – Master list of Owning Railways in the Indian Railways

Annexure C – Master List of Vehicle Types

Annexure D – Vehicle Manufacturer's Code

Annexure E – Vocabulary related to using the data on the tags

Annexure F – Structure of EPC Data on the tags

Annexure G – Structure of User Data on the tags

Annexure A: Asset Types [char(1)]

Type	Description
#	Condemned Vehicle
A	Ancillary vehicles, i.e., non-earning vehicles necessary for train operations e.g., Guard Vans in freight, Generator Cars in coaching
C	Coaching (Passenger Carrying ONLY)
D	DEMU
E	EMU
F	Freight (Earning vehicles ONLY)
L	Electric Locos
M	Maintenance related vehicles, e.g., Tower cars
N	Not revealed, e.g., Defense
P	Part, i.e., an assembly/ subassembly, e.g., LHB bogie
R	Rescue and safety related Vehicles, e.g., SPART/ SPARME, Cranes etc
S	Diesel Locos
X	Experimental, Vehicles on trial, e.g., the Talgo rake
Y	Departmental (Freight)
Z	Departmental (Coaching) includes saloons

Note: I and O are NOT to be used at all ever.

**Annexure B: Owning Railway [char(4)].** This list is indicative only. The actual list is governed by Railway Board.

Rly	Description
CR	Central Railway
ECOR	East Coast Railway
ECR	East Central Railway
ER	Eastern Railway
KR	Konkan Railway
NCR	North Central Railway
NER	North Eastern Railway
NFR	North Frontier Railway
NR	Northern Railway
NWR	North Western Railway
SCR	South Central Railway
SECR	South East Central Railway
SER	South Eastern Railway
SR	Southern Railway
SWR	South Western Railway
WCR	West Central Railway
WR	Western Railway

Note: Over a period of time, owners of privately owned rolling stock shall be added to the list.

**Annexure C: VehicleTypes [char (8)].** This list is indicative only. The actual list is governed by external bodies such as Railway Board and RDSO.

Type	VV
BOXNHL	D
BCNHL	D
BOXNS	D
BOSTHSM2	D
BOBYN	D
BOBSN	D
BTPGLN	D
BFNS	D
BVCM	D
BVZI	D
BOBRNHSM1	E

## Annexure D: Vehicle Manufacturer's Code [Char (8)] & the associated Station Code

Note:

1) The StationCode is for the station where the vehicle enters the Railway system, it is NOT the location of the manufacturing unit/ factory

2) If a particular manufacturer has multiple units, then each unit gets a unique code to identify it.

ManCode	Takeover StnCode	Description, Location
MI	SBB	Modern Industries, Sahibabad (UP)
TEXB	BLH	Texmaco Rail and Engineering Ltd., Kolkata
TEXS	SEP	Texmaco Rail and Engineering Ltd., Kolkata
TWL	NH	Titagarh, Howrah
HEIG	SRC	Hindustan Engineering Industries Ltd., Kolkata
HEIB	BLN	Hindustan Engineering Industries Ltd., Kolkata
CIM	BTE	CIMMCO Ltd, Bharatpur
JWL	BDC	Jupiter Wagons Ltd, Chinsura, Hoogly
BESWL	BLN	BESCO Ltd. (Wagon), Kolkata
BESWR	BRP	BESCO Ltd (Wagon), Kolkata
BESF	BRP	BESCO Ltd (Foundry), Kolkata
SR	ULT	Sail RITES Bengal Wagon Industry Pvt. Ltd., Kulti
JRIL	MYG	Jindal Rail Infrastructure Ltd, Vadodara
BUR	BURN	Burn Standard Co. Ltd., Bumpur
BWT	MJT	Braithwate & Co. Ltd., Kolkata
BWEKL	MKA	Bharat Wagon & Engineering Ltd., Mokama
BWELZ	MFP	Bharat Wagon & Engineering Ltd., Muzaffarpur
ARC	SDY	Amtek Railcar Industries Pvt. Ltd.
RCFW	HSQ	Rail Coach Factory, Hussainpur
ICFW	VLK	Integral Coach factory
DLW	MUV	Diesel Locomotive Works
DMW	PTA	Diesel Loco Modernisation Works
MCFW	LLJ	Modern Coach Factory
ASRW	ASR	Amritsar Workshop
JMPW	JMP	Jamalpur Workshop
GOCW	GOC	Golden Rock Workshop, Trichurapalli
CLW	CRJ	Chittaranjan Locomotive Works
SPJW	SPJ	Samastipur Workshop

**Annexure E: Vocabulary related to using the data on the tags, i.e., for the software related matters is given in the table below:**

Note:

- 1 All dates are in DDMMYY format.
- 2 Mobile number is without country code, i.e., 9876543210.

Element	Code	Pneumonic	Field	Description
Backend [B]	BL	Backend Location	varchar	URI pointing to backend server
Location [L]	LC	LocationID		Reserved for SGLN Code
Location [L]	LS	RlyStationCode	Char(4)	ASR
Location [L]	LE	RlyStationCode Functional Extension	Char(1)	W => workshop etc.
Location [L]	LN	Location Number	NNN	LS+LE+LN must be unique
Location [L]	LM	Method	Char(1)	Manual/ GPS Coarse/ GPS accurate etc
Location [L]	LA	Accuracy	NN.N	HDOP
Location [L]	LT	Latitude	ddmm.mmmm	North is assumed and not stored explicitly
Location [L]	LN	Longitude	ddmm.mmmm	East is assumed and not stored explicitly
Location [L]	LD	DateTime Stamp of the fix	hhmmss.sss	
User [U]	UR	Id	Char(8)	
User [U]	UP	Password	Char (14)	
User [U]	US	Surname	Char (14)	
User [U]	UN	Rest of the Name	VarChar	Can be blank
User [U]	UA	Grade	Char(6)	SAG
User [U]	UD	Designation	Char(6)	CRSE
User [U]	UE	Designation extension	Char(6)	Chg
User [U]	UH	HQ	Char(4)	StnCode
User [U]	UM	MobileID		refers to MV
User [U]	UG	Gmail address	VarChar	
User [U]	UT	Alternate email	VarChar	
User [U]	UL	Role in application	Char(3)	default=USP (User Primary)
User [U]	UI	IMEI	Char(16)	
User [U]	UF	Referrer UserID		refers to UR
Mobile [M]	MV	MobileDeviceID	char(10)	Internal (Indirection for Make+Model)
Mobile [M]	MK	Make	char (10)	
Mobile [M]	ML	Model	char (10)	
Mobile [M]	MH	Height of display	char (5)	
Mobile [M]	MW	Width of display	char (5)	
Mobile [M]	MP	PPI of display	char (4)	
Portable Reader [P]	PR	PortableReaderID	char(10)	
Portable Reader [P]	PK	Make	char(10)	
Portable Reader [P]	PD	Model	char(10)	
Portable Reader [P]	PA	Access method and version	char(1)	[blue tooth/ earphone]
Portable Reader [P]	PP	Power	NN.N	

Element	Code	Pneumonic	Field	Description
Portable Reader [P]	PN	Range - oblique	NNN	in multiples of 10 cm
Portable Reader [P]	PS	Sensitivity - oblique	NN.N	RSSI values
Portable Reader [P]	PV	API Version number	N.NN.NNNN	major.minor.build
App Specific [A]	AP	ApplID	Char(3)	Indirection for AN+AV
App Specific [A]	AN	Vendor Name		refers to RlyVendorCode
App Specific [A]	AV	Version	N.NN.NNNN	major.minor.build
App Specific [A]	AS	Status		demo, alpha, beta, RC, GR
App Specific [A]	AM	Maintained by Agency	VarChar	VendorCode or equivalent
Group of TagData [G]	GD	ID of 'Group of TagData'	NNN	Running serial for a device for a date
Group of TagData [G]	GT	DateTime stamp of transmission begin	hhmmss.sss	
Group of TagData [G]	GF	First (Starting) Hash	char (14)	
Group of TagData [G]	GL	Last (ending) hash)	char (14)	
Group of TagData [G]	GS	Size of data to be transferred	char (8)	In bits (999 MB max assumed)
Group of TagData [G]	GN	No of records transferred in this transaction	char (4)	9999 tags max assumed
Tag Record Header [R]	RH	RecordHeaderID	char (3)	
Tag Record Header [R]	RT	DateTimeStamp of first record added	hhmmss.sss	
Tag Record Header [R]	RL	LocationID		refers to LS+LE+LN
Tag Record Header [R]	RU	User creating the record		refers to UR
Tag Record Header [R]	RD	MobileDeviceID		refers to MV
Tag Record Header [R]	RA	ApplID		refers to AP
Tag Record Header [R]	RP	Portable Reader ID		refers to PR
Tag Record Header [R]	RS	DateTime Stamp of last record added	hhmmss.sss	
TagControl [T]	TN	No of tries for writing successfully	N(2)	Default=0; 1=> success in the first write-ideal
TagControl [T]	TT	Tag TID		refers to GS1 standards
TagControl [T]	TP	Chip ID	Char (12)	e.g., NXPUCODEDNA
TagControl [T]	TM	User Memory	char (5)	in bits
TagControl [T]	TH	Header in Hex	VarChar	
TagControl [T]	TA	Assembled by		refers to RlyVendorCode
TagControl [T]	TL	Locking password		refers to GS1 standards

**Annexure F: The Structure for the EPC Data is as under:**

The first three fields are permanent and are not to be changed. The remaining structure subject to the total length being constant can be changed

<b>Element</b>	<b>Code</b>	<b>Pneumonic</b>	<b>Field</b>	<b>Description</b>
Vehicle [V]	VR	GS1 Country Code	N(3)	890 for India
Vehicle [V]	VG	GS1 Company Code	N(4)	7709 for IR
Vehicle [V]	VV	Version	char (1)	Version number of the VehicleID format

The structure for the remaining fields is as under:

<b>Element</b>	<b>Code</b>	<b>Pneumonic</b>	<b>Ver D</b>	<b>Ver E</b>
Vehicle [V]	VA	Asset Type	Char(1)	Char(1)
Vehicle [V]	VS	Side of the Rolling Stock	Char(1)	Char(1)
Vehicle [V]	VY	Year of manufacture	Char(2)	Char(2)
Vehicle [V]	VW	Owner	Char(4)	Char(4)
Vehicle [V]	VT	Detailed VehicleType	Char(8)	Char(9)
Vehicle [V]	VN	Serial No	Char(6)	Char(5)

For VV versions A, B and C – case by case clearance shall be given by CRIS.

**Annexure G: The Structure for the User Data is as under:**

Element	Code	Pneumonic	Field	Description
User Area	SV	User Area <u>Structure Version</u> No.	Char(3)	The version of the structure of the User Area as indicated in the subject of this letter. E.g. V2.2 shall be represented as 220; V1.0 shall be 100.
			64	
User Area A	DU	<u>Date put into Use</u>	DDMMYY	default = Today()
User Area A	SU	<u>Station put into Use/ Manufacture/ hand over/ fitment</u>		refers to LS
User Area A	VC	<u>Vehicle manufacturer's Code/ Vendor Code</u>	char(8)	
User Area A	PL	<u>PL No/ UnderframeId/ Assembly SKU</u>	char(11)	for linking to Stores PL_Master
User Area A	SN	<u>Product unique Serial/UnderframeNo/ Assembly No</u>	char(9)	By each manufacturer
		Total Bits assigned	512	
User Area B	DC	<u>Date of Change in VehicleID</u>	DDMMYY	default = Today()
User Area B	SC	<u>StationCode where VehicleID Changed</u>		refers to LS; default is derived from GPS
User Area B	HA	<u>Historical Asset type</u>		refers to VA
User Area B	HW	<u>Historical Owner of Vehicle</u>		refers to VW
User Area B	HT	<u>Historical Vehicle Type</u>		refers to VT
User Area B	HS	<u>Historical Serial</u>		refers to VS
		Total Bits assigned	512	
User Area C	DB	<u>Date of last Rebuilding</u>		default = Today()
User Area C	SB	<u>StationCode where Vehicle last rebuilt</u>		refers to LS; default is derived from GPS
User Area C	DP	<u>Date of last POH</u>		default = Today()
User Area C	SP	<u>StationCode where last POH done</u>		refers to LS; default is derived from GPS
User Area C	DR	<u>Date of last ROH/ IOH</u>		default = Today()
User Area C	SR	<u>StationCode where last ROH/ IOH done</u>		refers to LS; default is derived from GPS
User Area C	DA	<u>Date of Any other major schedule done (NPOH, SR etc)</u>		default = Today()
User Area C	SA	<u>StationCode where Any other major schedule was done</u>		refers to LS; default is derived from GPS
User Area C	DS	<u>Date of last Scheduled Running maintenance</u>		default = Today()
User Area C	SS	<u>Station of last Scheduled Running maintenance</u>		refers to LS+LE; default is derived from GPS
User Area C	DD	<u>Due Date for next scheduled maintenance</u>	DDMMYY	Periodicity taken from the backend
User Area C	KM	<u>KMs till next scheduled maintenance</u>	NNNNN	0 => NOT APPLICABLE
User Area C	NS	<u>Next Schedule due</u>	char(6)	Sequence taken from backend
User Area C	HM	<u>Home/ base StationCode</u>		refers to LS+LE
		Total Bits assigned	1280	
User Area D	TN	<u>Trial - No. of items</u>	N	(0,1,2,3); default=0
User Area D	MA	<u>Contact Mobile number of first item (A)</u>	char (10)	
User Area D	MB	<u>Contact Mobile number of second item (B)</u>	char (10)	
User Area D	MC	<u>Contact Mobile number of third item (C)</u>	char (10)	
		Total Bits assigned	512	
		Total Bits reserved by CRIS	64	



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Government of India - Ministry of Railways  
Research Designs & Standards Organisation  
Lucknow – 226011  
DID (0522)2450115  
DID(0522)2465310



No. MW/RFID

Date : 08.10.2018

**All CMEs, CRSEs, All CWMs & Wagon Builders (as per attached list)**

Sub: Fitment of RFID tags: specification of RFID tags.

Ref: (i) This office letter of even no. dated 09.05.2018.

(ii) CRIS letter no. 2016/CRIS/NDLS-HQ/CC/Project/RFID/0225/Pt.1 dated 05.10.18

Vide letter under reference (ii) above, revised version of RFID tags specification (v4.1 date 05.10.2018) has been advised

Copy of above referred (ii) letter is enclosed herewith for information and further necessary action.

D.A. As above.

*P.K. Pandey  
9.10.18*

(P.K. Pandey)  
Director/Wagon  
for Director General

Copy to:

1. Exe. Director/QA (Mech.), RDSO, Lucknow-226011
2. Director/I&L, 3, Koilaghata Street, Kolkata-700 001.

# रेलवे सूचना प्रणाली केन्द्र

(रेल मंत्रालय भारत सरकार का संगठन)

CRIS

**CENTRE FOR RAILWAY INFORMATION SYSTEMS**

(An Organisation of the Ministry of Railways, Govt. of India)

No.: 2016/ CRIS/ NDLS-HQ/CC/PROJECT/RFID/ 0225/ Pt-1

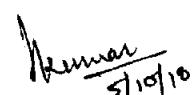
05/10/18

EDME/ Fr,  
Railway Board,  
New Delhi 110001

Sub: Specification of Tags for use for Identification of Vehicles on Indian Railways  
(V4.1)

Ref: This office's letter of even no. dated 27/04/18 (for specification.)

- 1 Vide reference above Specification of RFID Tags (v4.0) was issued.
- 2 The new revised version (v4.1) of the specification for RFID tags for the Indian Railways is attached herewith incorporating some minor changes.
  - 2.1 The drawing sketch of RFID tag incorporates a few minor changes and has been updated to VD,1
  - 2.2 A few paras, as enumerated in the change list of revised specification, have been reworded/renumbered to bring in more clarity.
- 3 The EOI for vendor registration for RFID tags has been done as per version 4.1.
- 4 The new revised version (v4.1) of the specification for RFID tags for the Indian Railways is attached for necessary action at your end.

  
GM/ IC/ CRIS

Encl: As above in 8 pages

Copy for information and necessary action to:

EDS(W), EDS(Chg) - RDSO, Manak Nagar, Lucknow, CAO/ COFMOW

EDME/ Dev; EDME/ Chg; EDEE/RS - Railway Board, New Delhi

चाणक्यपुरी, नयी दिल्ली-110021

CHANAKYAPURI, NEW DELHI-110021

टेलीफोन/TELEPHONE : 24104525, 24106717 फैक्स/FAX : 91-11-26877893

Sub: Specification of Tags for use for Identification of Vehicles on Indian Railways (V4,1)

CHANGE LIST (of latest changes):

V4,1:

- Para 2.7 – combined relevant portions of the earlier para 2.8.
- Para 3.3 – dropped since duplicate; *succeeding paras renumbered*.
- Para 3.4 – the word ‘material’ added to clarify
- Para 3.5.1.6 – Paras 3.5.1.6.1 & 3.5.1.6.2 merged in and reworded accordingly. In the table: s/n 2 standard reference corrected, s/n 5, 9, 10 and 12 test detail clarified.
- Para 3.5.2 & 3.5.3 – reworded for clarity. Agency approval reworked.
- Para 3.5.3.2 – Para number referred to corrected.
- Para 3.5.4 – Renumbered and reworked.
- Para 5.2 – reworded to make it clear.
- Drawing sketch updated to VD,1

V4,0:

- Para 1.5 – Elements moved to Para 2 (Design Basis) and Para 3 (Specifications)
- Para 1.6 – Moved to Para 2 (Design Basis)
- Para 2.1 – Moved to Para 3.1 and standard revised to V2 from v1.2
- Para 2.2.1 – Moved to Para 2.1
- Para 2.2.2 – Moved to Para 2.2
- Para 2.3 – Moved to Para 2.6
- Para 2.4 – azimuth angle changed to 90° from 110°
- Para 2.5 – Moved to Para 3.2
- Para 2.6 – Moved to para 3.3 and renamed as ‘Tag dimensions’
- Para 2.7 – Revised and moved under para 3.5.1.6
- Para 2.8 – Revised and moved to para 3.4
- Para 2.9 – Moved to para 4.
- Para 2.10 – Moved to para 5.
- Para 2.11 – Moved to para 7.
- New Para 2 created on ‘Design basis’. All elements moved in from earlier specification’s para as indicated above.
- New Para 3 – Added para on ‘Specifications’. Moved in some elements from earlier specification’s para as indicated above.
- New Para 6 added on ‘Requirement of Country Code for privately owned wagons’.

---

PTO...

## 1 BACKGROUND:

1.1 The tags are for use with ALL types of Rolling Stock of the Indian Railways as well as major assemblies. These shall be an integral part of the Rolling Stock or the assembly itself.

1.2 The tags for vehicles shall be mounted on metal nominally at sole bar level. The base metal can be steel, stainless steel or aluminium as per relevant Indian Railways standards. For assemblies, the location shall be specified for each use case separately.

1.3 The tag specifications shall, in general, be as per GS1 standards and broadly aligned with the 'European Guideline for the Identification of Railway Assets using GS1 Standards'. The basic encoding standard applicable is GIAI-202 of GS1.

1.4 For understanding the data formats for use on the tags please read the latest version of the associated document 'Guidelines for Data onboard RFID Tags of the Indian Railways'.

## 2 DESIGN BASIS

2.1 Metal mount type of tags.

2.2 Generic: All standards as applicable for use of UHF RFID tags in India are applicable.

2.3 Railway's Working Environment:

2.3.1 The tags will work in conditions of EMI/ RFI since 25kV AC is used in overhead lines on tracks. Also, at the time of maintenance electric welding shall be done close to tags.

2.3.2 Trains run under the most severe climatic conditions. This includes sandstorms, pelting rain, snow, heat, vibrations etc.

2.4 Dynamic Performance: Minimum read rate based on circularly polarised reader antennas with 90° or more azimuth angle at a minimum distance of 1.5m under clear conditions with RSSI of -75 or better at 110 kmph. .... 10 reads

2.5 Data Retention: Tags should be able to retain data for a period of 20 years or more.

2.6 Memory:

2.6.1 EPC memory suitable for GIAI-202 encoding. This area shall be password locked for write only.

2.6.2 User memory of 3 kb or higher. It is expected that the user memory shall be logically split into four functional areas (please read the latest tag data guidelines document in this connection)

2.6.3 Read-Write cycles endurance . . . . . 100,000 cycles

## 2.7 Tag Housing:

2.7.1 Life of housing material is expected to be 20 years or more.

2.7.2 Fixing Arrangement: The tag is expected to be directly attached to the solebar using fasteners to the vehicle body. The fastener will be 1/4<sup>th</sup> inch (approximately 6.3 mm) in diameter.

2.7.3 For some specific rolling stock the fastening system may be different and shall be specified later.

2.7.4 The tags are to be fitted as per the relevant drawing for that particular vehicle/ assembly.

## 3 SPECIFICATIONS:

3.1 **Base standard:** EPC Gen2 V2 or higher.

3.2 **Static Performance:** Static performance shall be measured, in principle, as per TIPP (Tagged Item Performance Protocol) Testing Methodology R1.0. However, the following variations in test conditions would apply:

3.2.1 Tag shall be tested while mounted centrally using non-break stem fasteners on a IS-2062 plate with a size of 300 mm x 100 mm with 8 mm thickness, i.e., similar to actual working conditions.

3.2.2 Tag shall be kept on the test platform with the backing plate vertical, i.e., similar to condition of actual operation.

3.2.3 The measuring equipment shall run parallel to the tag backing plate at a distance of 1.5m in a manner similar to the usage in the Railways. The orientation of the tag relative the measuring equipment shall not be changed during the test

3.2.4 Measurements would be limited to elevation angles of  $0^\circ$  and  $30^\circ$  only (antenna 1 and 2 positions).

3.2.5 Platform orientation shall be limited to azimuth angles of  $0^\circ$  and  $60^\circ$ .

3.2.6 Commonly, the worst case scenario could be  $60^\circ$  azimuth and  $30^\circ$  elevation.

3.2.7 Accordingly, Sensitivity should be as under:

3.2.7.1 The best case sensitivity should be equal or better than  $-17$  dBm

3.2.7.2 The worst case values should be more than  $-25.5$  dBm, i.e., the variation between the worst case and the best case should 50% or less, keeping in mind that the scale is negative.

**3.3 Tag Housing Material:** The material of the housing should be such that it does not have a permanent set exceeding 0.5 mm at the boss when clamped with a force of 18kN.

**3.4 Tests & Verification:** The equipment shall be tested for functional capability, ability to withstand environmental conditions and for reliable performance under simulated field conditions as set forth below:

3.4.1 **Type tests:** These tests shall be done on a sampled lot of RFID tags. Such tests are required if any of the below criterion applies:

3.4.1.1 First approval of the tag manufacturer,

3.4.1.2 Change of this specification,

3.4.1.3 Change by manufacturer of his design and

3.4.1.4 Change by manufacturer of his manufacturing processes.

3.4.1.5 The manufacturer will be required to submit 8 (eight) prototypes to CRIS out of which one pair will randomly selected for type testing. At the actual time of testing one out of the pair shall be randomly chosen for the actual test and the other retained as control sample.

3.4.1.6 Tags shall be subjected to the following tests to be carried out by a reputed agency certified to carry out the same.

S/n	Parameter	Standard	Test Detail
1	Visual inspection	None	Visual inspection shall be carried out on all samples to ensure that there is no major damage
2	Dimensions of RFID Tags	As per drawing attached with this document.	—
3	Marking	As per para <a href="#">4</a> of this document.	—
4	Static Performance	As per para <a href="#">3.2</a> of this document.	—
5	Shock test	AAR S-5702	As per clause no. 3.2.4.3.3 (of the AAR specification)
6	Spillage of liquid on housing of Tags	MIL-STD-810G Method 504.1 procedure II (clause 2.2 b)	Only with the following in Table 504.1-II: 1. Petrol [Gasoline, commercial] 2. Simulated sea water 3. Other Solvents (Isopropyl alcohol (2-propanol), acetone, etc)
7	Ingress Protection	IEC 60529	IP66
8	Impact protection	IEC 62262	IK10
9	Cold Test	IEC 60571	At -20°C for 16 hours as per clause 12.2.15 of the specification
10	Dry heat Test	IEC 60571	70°C for 16 hours as per clause 12.2.5 of the specification
11	Damp heat test, cyclic	IEC 60571	—
12	Salt mist test	IEC 60571	Class ST4 in the specification
13	Vibration Tests (Simulated Long Life Testing)	IEC 60571	As per Category 2 of clause 9 in the connected specification IEC 61373

**3.4.2 Routine tests:** These tests are required to verify that the product is manufactured to the required quality standards set by the OEM themselves. Routine tests shall be conducted by the tag manufacturer as per their own quality assurance plan (QAP) during manufacturing. The QAP itself shall require prior approval from CRIS.

**3.4.2.1** Records maintained during manufacture shall be made available for inspection by an agency so approved jointly by CRIS along with the tenderer.

**3.4.3 Acceptance tests:** The acceptance test shall include:

**3.4.3.1** Verification of type test reports, routine test conducted at manufacturer's premises.

**3.4.3.2** Functional tests of the equipment as per item 1 to 3 from para [3.4.1.6](#) above.

3.4.3.3 Multiple write followed by read test. At least 10 full cycles to be carried out in immediate succession. One set at  $0^\circ$  and another set at  $45^\circ$  azimuth. No errors should be found in either a write operation or in a read after a write.

3.4.3.3.1 This test is to be done using portable readers. For each model of portable reader, CRIS shall indicate the distance from which the test is to be carried out – this information is model specific and as such cannot be given generically.

3.4.3.4 These tests shall be done by an agency so approved jointly by CRIS along with the tenderer, based on sampling plan given below for regular supply.

Manufacturing Batch size	Sample size
0-250	5
251-1000	10
1001-5000	15
more than 5000	20

3.4.3.5 Manufacturing batch here refers to the tags manufactured from a single combination of raw materials, i.e., a change in any of the raw materials used for tag manufacture shall imply a separate manufacturing batch.??

#### **4 Tag marking:**

4.1 To be done at the back of the tag such that it is easily readable and is not obscured/ rubbed out over time due to vibration etc.

4.2 It should be moulded in raised letters as per tag drawing and indicate at the very least:

- 4.2.1 Manufacturer's identification mark.
- 4.2.2 Year (YY) and month (MM) of manufacture
- 4.2.3 Manufacturing Batch
- 4.2.4 Packaging Lot (optional)

4.3 QA/ QC marking of the manufacturer in the form of a Non-removable Holographic sticker on each tag.

#### **5 Packaging of Tags:**

5.1 10 tags to be kept in One package, each tag to be temporarily numbered individually using permanent marker/ sticker or equivalent. Such 10 tags to be kept in a suitable cardboard box or plastic pouch.

5.2 Each box should contain a sheet with the list of TIDs (of the tags in that box) with space in front of each TID so that it is possible to record wagon id as and when the tag is installed.

5.3 Each package, whether secondary or tertiary should have an associated Datamatrix or barcode on it with the corresponding HRI available on the package to identify the same. These should be as per the relevant GS1 standards.

5.4 Damage protection during transit to be ensured

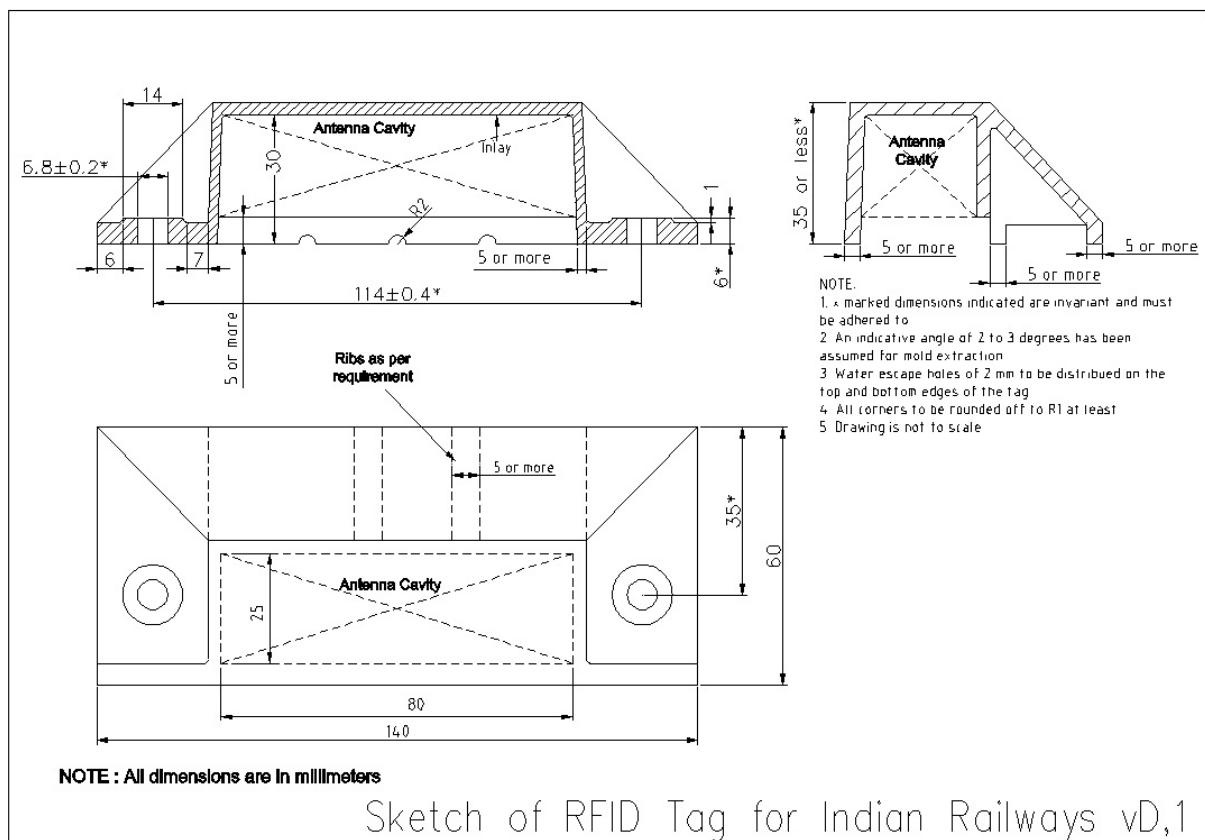
5.5 Holographic seal on each tag and package from the manufacturer to indicate their original nature.

**6 Requirement of Country Code for privately owned wagons:** All RFID tags fitted on vehicles running over the Indian Railways need to necessarily identify the owner of the vehicle as per the relevant international standards. As such, for privately owned wagons in India, their owning companies need to get a Company Code from GS1 India.

**7 Warranty:** Each tag shall be warrantied for two years from the date of fitment, i.e., the date when the tag has valid data written into it for the first time and this data is available for monitoring.

– X –

## Schematic drawing for Tag



**(Bid Document Part II)**

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## **Section-IV**

### **Main Features and Description of Tender Requirements**

#### **1. PREAMBLE:**

- 1.1 The objective is to provide UHF RFID Tags on 45,000 wagons (90000 UHF RFID Tags) of Indian Railways within the minimum possible time for Asset (Wagon) monitoring.
- 1.2 The contractor has to undertake complete work of supply of UHF RFID tags, their fitment, data writing as per RDSO technical specification on wagons , uploading & maintenance of data. The POH workshop and ROH depots and adjoining yards of IR where maintenance/repair of wagons is carried out is enclosed at schedule 1 of Annexure C of Section VI where fitment of Tags has to be carried out on wagons.
- 1.3 In order to expedite the pace of fitment of UHF RFID Tags to cover all the wagons at the earliest, the consignee particularly the ROH depots, may, if feasible, take steps to make available to the contractor the additional wagons in the adjoining yard etc. as well for carrying out fitment of UHF RFID Tags. The consignee may do the same in coordination with the contractor.

#### **2. CONTRACTOR'S SCOPE OF WORK:**

- 2.1 The tender work of provision of UHF RFID Tags on wagons over Indian Railways covers complete work of supply of UHF RFID tags, their fitment, data writing as per RDSO technical specification, uploading, commissioning of 02 numbers UHF RFID Tags on each wagon & maintenance of data. The work also includes data writing in EPC memory and user area A, B, C & D in UHF RFID Tag.  
If required contractor can be asked to undertake work (supply of RFID Tags, execute fitment, data writing as per RDSO technical specification, uploading, commissioning & maintenance of data) in various types of coaches in POH / IOH coaching depots of Indian Railways.
- 2.2 The contractor shall supply the UHF RFID Tags of RDSO approved vendor at various locations of the work as per RDSO letter No. MW/RFID, dated 08.10.2018 - Specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt.- I (V 4.1) for Specification of Tags for use for Identification of Indian Railways (V4.1) attached at Annexure I of section VI.
- 2.3 Tag supplier code should be engraved on front side which is clearly legible. The supplier code will be given by COFMOW.
- 2.4 The fitment of UHF RFID Tag should be as per RDSO letter No. MW/RFID, dated 10.01.2018 for "Provision of RFID Tags in Wagon" attached at Annexure J of Section VI. After fitment UHF RFID Tag to be painted with same color of that wagon. Fasteners, Drill bits, and Huck bolt machine (which shall be used for the fitment of UHF RFID Tags on wagons) & manpower shall be within the scope of work. The Tag is expected to be directly attached to the sole bar using fasteners to the vehicle body. The fastener will be 1/4<sup>th</sup> inch (approximately 6.3 mm) in diameter as mentioned in specification of RFID Tag Specification No. 2016/CRIS/NDLS-ITPI/WS-C/Policy/RFID/0101/Pt. - I (V4.1).

## **Section-IV**

- 2.5 The Contractor shall write wagon data in EPC memory and user area on all UHF RFID Tags as per RDSO letter No. MW/RFID, dated 25.07.2018-Specification no. 2016/CRIS/NDLS-ITPI/WS-C/POLICY/RFID/0101/PT-1 for Guideline for using data of RFID Tags of the Indian Railways (V2,2,0) attached at Annexure –K of section VI.
- 2.6 The Contractor shall maintain system for storing EPC & User Area data of UHF RFID Tag. Till CRIS server is ready, the Contractor shall maintain the data and should push the data regularly to CRIS URL or email in CSV format to CRIS. Once CRIS centralized application is ready, the data maintained by the contractor has to be migrated to CRIS Server.
- 2.7 Contractor will provide (e-mail) following Reports to COFMOW & Consignee:
  - i. Daily Report of Tag installation depot wise (detailing date & time of initialization, photograph of wagon, TID etc.)
  - ii. Depot wise monthly Report of ROH & POH schedules carried out and next due date for ROH & POH of each Wagon.
  - iii. Daily Report of EPC and User Area data of each Tag installed on the wagon.
  - iv. Daily Zone wise summary report of Tags installed.
  - v. Monthly summary report of Tag CSV files forwarded to CRIS which will be got verified from CRIS by COFMOW.
- 2.8 Fixing of new UHF RFID Tags shall not be carried out on a wagon on which the UHF RFID Tags are already provided. If the RFID Tag data provided by contractor gets corrupted within the currency of contract, the contractor shall upload the data again. If the UHF RFID Tag breaks or fails because of material failure or due to poor design, bad workmanship, the same to be replaced and data therein to be updated by contractor free of cost.
- 2.9 The Contractor shall provide two days training, free of cost, to the staff nominated by the Railways at each location mentioned in schedule 1 of Annexure-C of Section VI work in line with the scope of work. The content of training may include procedure of fitment of RFID Tag by huck bolting machine, data writing by handheld device etc. [*The training should be imparted in English/Hindi.*]
- 2.10 The manpower used in executing the above activities / works as per above descriptions shall be within the scope of work.

## **Section-IV**

### **3.0 RAILWAY'S (CONSIGNEE) RESPONSIBILITY:**

- 3.1 For schedule 1 of Annexure C of section VI, the consignee should inspect the UHF RFID Tag supplied, fitment, installation, data writing, uploading of data carried out by contractor and verify Annexure – D, Annexure- E & Annexure – F of Section VI. The consignee shall email the monthly position as per Annexure-F to COFMOW ( [rfidprojcofmow@gmail.com](mailto:rfidprojcofmow@gmail.com)).
- 3.2 The consignee shall make available the wagons to the personnel/ staff of the contractor on which the fitment of UHF RFID Tag is to be undertaken for expeditious execution of the work.
- 3.3 The consignee may nominate their representative for maintaining necessary liaisoning with the contractor's personnel with the view to ensuring smooth execution of work.
- 3.4 Free water and electricity shall be provided by the Railway at site for the contractor / staff during the execution of the work.
- 3.5 Drinking water and toilet facilities for the contractor's personnel/staff.
- 3.6 Railway shall provide to the contractor, free of cost covered space (preferably a room of adequate capacity) for storage of UHF RFID Tags, Fasteners, huck bolting machine, tools and other equipments required for fitment of UHF RFID Tags.
- 3.7 The consignee will provide to contractor, wagon related data for uploading the same on EPC and User area of UHF RFID Tag.

### **4.0 CONTRACTOR'S RESPONSIBILITY:**

- 4.1 The Contractor shall be responsible for completing the work of provision of UHF RFID Tags on wagons as per Scope of Work. The contractor shall work in coordination with the Railway's staff for the execution of the work.
- 4.2 The contractor shall supply UHF RFID Tags in a way that the total inventory at each location (POH workshop & ROH Depots) should not be more than two months' arising of the wagons as mentioned in Schedule 1 of Annexure C of Section VI and accordingly payment will be released.
- 4.3 The Contractor shall prepare & submit Daily Position as per Annexure E of Section VI to consignee along with hard copy of EPC and User area data of each Tag (wagon) as per the specification No. 2016 /CRIS /NDLS-ITPI/WS-C / POLICY /RFID /0101/PT-I (V2,2,0) and log file to be submitted to consignee every day.

## **Section-IV**

- 4.4 The Contractor shall ensure availability of Fasteners, drill bits, (which shall be used in the fitment of UHF RFID Tags on wagons), Huck Bolt machine, tools which will be required for fitment of RFID Tags and portable reader for writing of data on the same. Contractor shall provide details as per **Annexure-H of Section VI.**
- 4.5 The Contractor is responsible for unloading of the material on receipt and its movement to the site of execution including provision of vehicles.
- 4.6 The Contractor shall ensure availability of adequate quantity of cables, connections, circuit breakers, grounding/earthing material etc., required for connecting power supply point to different parts of the tools, equipments etc., used by the contractor for the fitment of UHF RFID Tags.
- 4.7 The Contractor's Staff/Manpower shall have adequate knowledge about the provisions of the latest rules, acts etc. issued by the Central/ State Government, particularly in reference to the matters which includes labour, worker's safety, minimum wages etc. In addition, the contractor shall provide, the details about the manpower deployed at each location of work, as per Annexure-G of Section-VI.
- 4.8 It will be imperative for each tenderer to fully acquaint him with all the local conditions and factors which would have any effect of the performance of the contract and the cost of item of works. The bidder can visit some of the places of the proposed work to understand the site conditions and correct appreciation of nature and volume of work to be done.
- 4.9 Contractor is fully responsible for the data hygiene, security and safety of Railway Tag (wagon) data at their end. In case of misuse of data, legal action will be taken against the Contractor.
- 4.10 In case of any issue regarding Provision of Wagon for the fitment of UHF RFID Tag, Space for tools, power supply, Training etc., the matter will be resolved by the CAO/COFMOW.

### **5.0 DEVIATIONS:**

- 5.1 The tenderer shall certify that the offered UHF RFID Tag fully meets the specification. In case, there are deviations in the specification vis-à-vis those stipulated in the tender documents, the tenderer shall clearly indicate the details of these deviations and their justification (implications) in the deviation statement attached at **Annexure-A of Section-VI.**

## **Section-IV**

### **6.0 GENERAL CONDITIONS:**

- i. None of the staff deployed by the contractor for the execution of the work shall claim any employment with the Railways nor shall he/she claim any pay parity with the Railway staff.
- ii. Wherever necessary, Railways may ask information / documentary evidence from the bidder, end users (of their supplies), Sales Tax Department, R.O.C. (Ministry of Corporate Affairs) etc.; to cross-check and confirm the authenticity of claims made by the bidder.
- iii. Contractor shall submit a declaration, while signing the agreement, that all the employees engaged by him shall be his paid employees and Railway shall have no onus for them.
- iv. Contractor shall take utmost care to ensure that no damage to the Railway property takes place due to any act of his workmen, while carrying out the work under this contract.
- v. Contractor shall note that no compensation due to any loss of life or injury to the contractor's staff or loss of material etc. shall be given by the Railway Administration.
- vi. Necessary formalities such as application for gate pass in prescribed format shall have to be completed in advance before start of the work, for which, details of contract labour along with their photograph, identity card/ driving license/ Aadhar card, etc. as applicable, shall be provided by the contractor. Any change in their address or changes of contract labour shall be immediately informed to gate pass section for correction of gate pass. The gate pass is normally issued once in three months and frequent changing of gate pass without any valid reason is not allowed.
- vii. The contractor shall maintain attendance of his staff and proper activity wise record in the register which can be checked by representative of the Railway.
- viii. The firm shall apply for and ensure to have obtained necessary permit for his staff and labours, for working inside the premises of the work (POH workshop/ROH depot).
- ix. Contractor shall submit a list of his employees as would be engaged by him for this work with details including names, address, phone number, age, marital status, election ID No. etc. Contractor is also responsible for maintaining all mandatory register and records as per required under Contract Labour (Regulation and Abolition) Act and shall have to produce during the inspection of labour commissioner and / or as mandated by law.

## **Section-IV**

- x. The Contractor shall take requisite precautions and use his best endeavour to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors and Sub-Contractors on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the works. In the event of Railway requiring the maintenance of a special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by Railway shall be recoverable from the Contractor. Details of police verification of all of the staff should be submitted by the Contractor to the consignees.
- xi. The Contractor shall be responsible for employment of his labour, and shall be liable to observance of all statutory provisions of the Government. No claim for employment of labour so engaged by the contractor in Railways, on whatsoever ground, shall be entertained.
- xii. The Contractor shall keep in force a policy/ policies of insurance against all liabilities and recognized risk in respect of accident to person employed by contractor for purpose of carrying out the work under the contract. In respect of all staff engaged by him, the Contractor shall be responsible against all claims under Workmen's Compensation Act, Labour Contract Act etc.
- xiii. Any damage, deterioration, loss cause to Railway properties due to negligence/ carelessness on the part of workman employed by the Contractor shall be made good at his own cost. If he fails to do so, Railway shall be within their rights to effect necessary recoveries from the Contractors' bill amounting to the theft/ loss of the Railway properties. The Contractor shall be responsible for making good the losses occurred due to negligence or laxity of the supervision by the Contractor.
- xiv. All preventive measures are to be taken not only for guarding Railway's assets given to Contractor for the work, but also to secure from anti- social elements. Indemnifying of damages to the Railway properties shall be the responsibility of the contractor.
- xv. The Contractor should take utmost care to ensure that no damage to the rake/ wagons/ Railway property takes place due to any act of workmen, while carrying out the work under this Contract.
- xvi. The persons engaged by the contractor should be courteous, well-mannered and well behaved. Railway reserves the right to ask the Contractor to remove any person if found to be unsuitable for work or any other ground like bad conduct etc. In such situation the Contractor must remove the concerned person and replace a suitable person forthwith.

## **Section-IV**

- The person so removed must not be engaged by the Contractor on any site of Railways.
- xvii. It is the sole responsibility of Contractor to observe and abide by the provisions of various statutory labour laws like Workmen's Compensation Act, Factories Act, minimum wage act and other Acts and regulations framed by the Government / statutory authorities. Railways shall not be responsible for any violation of act or regulation by the Contractor or his staff. However, during currency of the contract, any/ all documentary proof to ensure compliance of applicable statutory and mandatory laws shall be made available by the contractor to the representative of Railway.
  - xviii. Railway reserves the right to make minor changes in work instructions/ Specifications/ Guidelines (for writing/ reading Data)/ Marking drawings etc, based on the recommendations of RDSO/CRIS etc, or feedback from Railways, without any financial implications.
  - xix. If violation of any of the statutory provisions is detected, the Railway reserves the right to take suitable action against the defaulting contractor including recovery of cost of damages and other legal action as deemed fit.
  - xx. Contractor shall ensure that his staff wear proper uniform and he and his staff abide by the general safety principles while working in workshops and are provided with Safety Helmet, Safety Shoes and Hand Gloves at all the time while working at Railway premises.
  - xxi. It shall be responsibility of the contractor to ensure that only trained staff is employed and work permits are issued as per applicable rules and regulations.
  - xxii. The contractor's supervisor must be present at the work spot as long as the work is being continued. The worker shall never be left at site without being supervised by the contractor. He shall also ensure that his staffs are provided with suitable safety equipments.
  - xxiii. It is contractor's responsibility to ensure that environmental norms set by State Pollution Control Board are complied with and he (contractor) shall only use those processes/ equipment which do not adversely affect the environment and safety of his staff.
  - xxiv. The contractor shall comply with minimum wages act, EPF, ESIC, Service Tax and any other rules/acts as applicable time to time. The contractor shall deploy supervisory, skilled and unskilled staff as required for completion of the work according to the schedule.
  - xxv. The contractor shall work in 3 shifts per day and 7 days a week basis (even on Saturdays/ Sundays/ Public Holidays) for meeting the completion target, if required without any extra price.

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- xxvi. The contractor shall organize the work in a manner that other work at site is not impeded and the workmen therein not endangered.
- xxvii. Contractor should have a valid registration number/establishment code/business number with Employee Provident Fund Commissioner for labour and shall comply with the rules.
- xxviii. Tenderer must have to register himself or his firm with central excise/service tax department towards services to be provided by him. He shall submit the copy of valid registration number along with his tender.
- xxix. Tenderer should have a valid independent 17 digit ESI code certificate. The tenderer shall furnish attested photocopy of this registration number along with tender document. Alternatively, the tenderer should have health insurance system for its employees.
- xxx. All tools and machineries required for the carrying out the work shall be under the scope of contractor.
- xxxi. All measuring instruments/ Gauges required for the subject work shall be under scope of contractor.
- xxxii. The contractor shall supply and install all items as per requirements specified in the scope of work.
- xxxiii. It shall be noted that there may be minor variations in dimensions of the wagon due to fabrication. The same shall be taken into consideration during fitment work.
- xxxiv. During installation of all items under the scope of contractor, it shall be ensured to control vibrations of items so that reliability/life is not affected and no damages take place.
- xxxv. The composition and finish of all the materials covered under contractor's scope of supply shall meet respective specification requirements as covered in the relevant drawings/specifications.
- xxxvi. The contractor shall execute the modifications/ improvements, if any, suggested by the competent authority, without any financial implication.
- xxxvii. The movement of all the items brought by the contractor, required for the work of fitment of RFID Tags, shall be within the scope of work.

### **6.1 Safety Norms/ Environmental Management System Norms to be followed by the contractor:**

- i. The contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the Railway premises, and should conform to the rules and regulations of the Railway.
- ii. The contractor should abide by all Railway regulations in force from time to time and ensure that the same are followed by his representative, agents or sub- contractors or workmen.

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- iii. The contractor should ensure that unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment does not occur.
- iv. The contractor should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands, costs, charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the Railway premises and any loss or damage to Railway property sustained due to the Acts or omissions of the contractor irrespective of whether such liability arises under the Workmen's Compensation Act or the Fatal Accidents Act or any other statute in force from time to time. The jurisdiction shall lie in the State of the respective consignee (Railway).
- v. The contractor shall ensure that all his workmen wear PPEs (Personal Protection Equipments) commensurate with the severity of work.
- vi. The contractor shall ensure that the garbage, litter and filth collected after the maintenance are dumped only at pre-designated place as advised by concerned in-charge at site from Railway side.
- vii. The contractor has to give prior information whether any hazardous chemical is used in his work and if so, the operational control has to be exercised.
- viii. The contractor has to ensure that his activities are in tune with the Railway's Integrated Management System- IMS Policy (to be incorporated as part of contract)
- ix. The contractor's staff must be aware of contents of Material Safety Data Sheet (MSDS) in respect of chemicals/materials used, if any.
- x. The contractor's staff shall be competent to operate emergency appliances like fire extinguishers.
- xi. If on any day of work, at a location of work, the number of workers employed by the Contractor is equal to or exceeds 20 (twenty) persons, the Contractor shall obtain Labour License from the Licensing Officer as per Contract Labour Act 1970 before commencement of the work and shall follow the latest guidelines as laid down by the Labour commissioner ate, revised from time to time.
- xii. The contractor shall comply with the latest provisions of the Factory Act, Employee's Compensation Act, Contract Labour Act, Employees Provident Fund and Miscellaneous Provisions Act or any other laws relating thereto and rules made from time to time and maintain relevant records.
- xiii. Contractor shall also comply with the systems like ISO-9001, 14001, 18001 or any other system in vogue for which the works premises (i.e. POH workshop/ ROH depot) is certified.

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### **6.2 Work Permit and Safety**

- i) The contractor has to complete necessary formalities with safety cell of consignee to obtain relevant work permit (e.g.: hot work permit, work at height permit etc.) to execute their work at consignee site.
- ii) Contractor, shall also keep Railways indemnified for all his action or inactions regarding compliance of government rules, regulations, laws, acts etc.

### **6.3 Miscellaneous**

- i. It is the responsibility of the contractor to understand and to caution his staff suitably that while working in Railway premises including railway workshops, near railway tracks etc. and *at most places there are HIGH TENSION (High Voltage) overhead electrical equipment and wires / cables over Railway tracks. There is a minimum safe distance that has to be maintained from these equipment/wires/ cables at all times, while working in railway premises. The contractor shall discuss with officer in-charge of Railway workshop about this aspect and take all necessary precautions to avoid any fatal accident.*
- ii. Compliance to rules for employment of labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty Contractors or Sub-Contractors on the works.
- iii. Restrictions on the employment of retired engineers of Railway services within two years of their retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed two years from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract at the risk and cost of the contractor and forfeit his Security Deposit.
- iv. Non-employment of labourers below the age of 15: The Contractor shall not employ children below the age of 15 as labourers directly or through petty contractors or sub-contractors for the execution of work.

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- v. Necessary formalities such as application for gate pass in prescribed format shall have to be completed in advance before start the work for which details of contract labour along with their photograph, identity card/ driving license/ Aadhar card, etc. as applicable shall be required. Any change in their address or changes of contract labour should be immediately informed to gate pass section for correction of gate pass. Gate pass is normally issued once in three months and frequent changing of gate pass without any valid reason is not allowed.
- vi. Contractor staff shall not dump sweepings, garbage, empty drums, brushes, other scrap/ used material etc. here and there, it shall be dumped in nominated places/bins on a daily basis.
- vii. Force Majeure clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance of delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.
- viii. Damage to Railway property or private life and property: The Contractor shall be responsible for all risk to the work and for trespass and shall make good at his on expense all loss or damage whether to the works themselves or to any other property of the Railway or the lives, persons or property of others from whatsoever cause in connection with the works until they are taken over by the Railway and this although all reasonable and proper precautions may have been taken by the Contractor, and in case the Railway shall be called upon to make good any costs, loss or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any

## **Section-IV**

statutory amendments thereof to any person or persons sustaining damages as aforesaid by reason of any act, or any negligence or omissions on the part of the Contractor; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Railway may incur in reference thereto, shall be charged to the Contractor. The Railways shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings or in anticipation of legal proceedings being instituted consequent on the action or default of the Contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the Contractor.

- ix. Reporting of accident: The Contractor shall be responsible for the safety of all employees directly or through petty contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

**7. QUANTITY & CONSIGNEE:**

<b>SL. NO.</b>	<b>CONSIGNEE</b>	<b>QUANTITY REQUIRED</b>
1.	POH Workshops & ROH Depots as per Annexure - C (Schedules 1) of Section-VI.	Provision of UHF RFID Tags on wagons [ quantity provided in <b>Annexure-B of Section VI.</b> ]

**8. SCHEDULE OF WORK:**

The list of POH Workshops and ROH depots of IR have been given in Schedule 1 of Annexure – C for the purpose of execution of the work. The schedule covers a list of POH workshops & ROH depots containing tentative number of wagons per month on which the UHF RFID Tags will be fitted. The details are attached as Annexure-B & Annexure-C (Containing Schedules 1) of Section-VI.

The bidder should quote the rates on the tender Schedule enclosed.

**9. EVALUATION CRITERIA:**

For schedule 1 of Annexure-C of Section VI based on following:

1. Cost of supply of UHF RFID Tag.
2. Cost of fitment, installation, data writing, uploading of data and commissioning of UHF RFID Tags on wagons and maintenance of data.
3. Duties and taxes
4. Insurance and freight

## **Section-IV**

### **10. DELIVERY SCHEDULE CHART:**

In the event of acceptance of the offer, the work as per above scope shall be executed as per the following Milestone Chart:

Name of work: Provision of UHF RFID Tags on wagons over Indian Railways

<b>SN.</b>	<b>Activity</b>	<b>Activity Code</b>	<b>Outer Limit of Time Schedule expected by COFMOW</b>
1.	Issue of LOA	D1	-
2.	Submission of PBG By Successful Bidder	D2	D1 + 30 days
3.	Issue of AT / Contract By COFMOW (after verification of PBG)	D3	D2 + 30 days
4.	Transport of tools, material and manpower by the contractor to the site of work	D4	D3 + 60 days
5.	Supply of RFID Tags, their fitment, installation, data writing uploading of data and commissioning of UHF RFID Tags on wagons in locations indicated in Schedule1	D5	D4 + 430 days
6.	Warranty by Supplier	D6	D5 + 2 years

**Signature of the Bidder**

**TECHNICAL SPECIFICATION**

**Specification No. COFMOW/IR/M-RFID/2018**

**For the Work of**

**Provision of UHF RFID Tags on 45,000 Wagons over Indian Railways:**

**1. GENERAL:**

This covers the entire work of *provision of UHF RFID Tags on 45,000 wagons over Indian Railways along with writing of UHF RFID Tag (in EPC memory area and user area Part-A, B, C & D in UHF RFID Tag) as per annexed documents /specifications.*

**2. TECHNICAL:**

- 2.1 The UHF RFID Tags shall be fitted on those wagons in which the same is not provided. If the data gets corrupted within the currency of contract, the contractor shall upload the data again. Also, if UHF RFID Tag breaks or fails because of material failure or due to bad workmanship, the same to be replaced and updated.
- 2.2 POH Workshops and ROH depots of IR have been shown in Schedule 1 of Annexure C of Section VI which cover a list of POH workshops & ROH depots containing tentative number of wagons arising per month has been mentioned. The contractor has to undertake complete work of supply of UHF RFID tags, their fitment, data writing as per RDSO technical specification on wagons of Indian Railways, uploading & maintenance of data. The details are attached as **(Schedules 1) of Annexure-C of Section-VI.**
- 2.3 The tentative number of wagons are given in terms of monthly average arising from which the corresponding figures could be made out in terms of daily average arising. These figures are indicative only, and, for daily average arising, there could be variations which could be up to  $\pm 50\%$  (of such a daily average arising).
- 2.4 Details of huck bolting machine and RFID portable reader proposed to be deployed by the contractor in **Annexure – H of Section-VI.**
- 2.5 UHF RFID Tags shall be supplied in accordance with the RDSO letter No. MW/RFID, dated 08.10.2018 -Specification No.2016/ CRIS/ NDLS-ITPI/ WS-C/ POLICY/ RFID/ 0101/ PT-1 for- “Specification of Tags for use for Identification of Vehicles on Indian Railways (V4.1)”, which is attached at **Annexure-I of Section-VI.**
- 2.6 Fixing Arrangement for UHF RFID Tags i.e. non-break stem fasteners (similar to small diameter huck bolt) etc. shall be in accordance with the RDSO letter No. MW/RFID, dated 08.10.2018 -Specification No. 2016/ CRIS/ NDLS-ITPI/ WS-C/ POLICY/ RFID/ 0101/ PT-1 for “Specification of Tags for use for Identification of Vehicles on Indian Railways (V 4.1)” attached at **Annexure-I of Section-VI.**

## **Section-V**

- 2.7 RFID Tags shall be fitted on the wagon which shall as per RDSO letter No. MW/RFID dated 10.01.2018- "Provision of RFID Tags in wagon" attached at **Annexure-J of Section-VI**.
- 2.8 Guidelines for using Data of RFID Tags of the Indian Railways (V2,2,0) for data writing shall be as per RDSO letter No. MW/RFID, dated 25.07.2018 - Specification No. 2016 / CRIS / NDLS-ITPI / WS-C / POLICY/RFID/0101/PT-I attached at **Annexure- K of Section VI**.

### **3. TECHNICAL LITERATURE:**

- 3.1 One copy of the printed literature of the UHF RFID Tags, huck bolting machine and it's working must be enclosed with each copy of the bid.

**ABBREVIATIONS**

A-1,A-2, A-3, A-4	Standard paper sizes
AT	Acceptance of Tender
BG	Bank Guarantee
CME	Chief Mechanical Engineer
CME/PCM	Chief Mechanical Engineer/Post Contract Management
COFMOW	Central Organisation for Modernisation of Workshops
COS	Controller of Stores
FA&CAO	Financial Advisor & Chief Accounts Officer
Hz	Hertz
IEC-Pub	International Electro technical Commission - Publication
JCN	Joint Commissioning Note
JRI	Joint Receipt Inspection
LC	Letter of Credit
LD	Liquidated Damages
LOA	Letter of Acceptance
NIT	Notice Inviting Tenders
PBG	Performance Bank Guarantee
PDF	Portable Document Format
RFID	Radio Frequency Identification
POH	Periodic Overhaul
ROH	Routine Overhaul
CRIS	Centre for Railway Information System
PU	Production Unit (Any of the Railway Production Units e.g. RCF, ICF etc.)
RDSO	Research Design & Standards Organisation
IR	Indian Railways
WBG	Warranty Bank Guarantee
IRCA	Indian Railway Conference Association

<b>Annexures of Technical Specification</b>			<b>SECTION VI</b>
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4.	Annexure-D	Monthly position of the supply of RFID Tags	24
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9.	Annexure-I	RDSO letter No. MW/RFID, dated 08.10.2018, specification no.: 2016/CRIS/NDLS-ITPI/WS-C/POLICY/RFID/0101/PT-1. Specification of Tags for use for Identification of Vehicles on Indian Railways (V4.1)	29-39
10.	Annexure-J	RDSO letter No. MW/RFID, dated 10.01.2018 Marking diagram drawing number / drawings for provision of RFID Tags in wagon as per Marking Diagram. Drawing no.: WD-84014-S-12, WD-90030-S-69, WD-06076-S-20, WD-10003-S-01, WD-11012-S-12, WD-10068-S-20, WD-11054-S-20, WD-14019-S-18, WD-15003-S-15, WD-17029-S-12, WD-00012-S-21, WD-88088-S-21, WD-07001-S-12, WD-98015-S-20, WD-80007-S/21, WD-09061-S-11, WD-90019-S-1, WD-06084-S-02, WD-13037-S-17, WD-090052-S-61, WD-96011-S-08, WD-14014-S-18, WD-05086-S-21(Design-A), 05086-S-21(Design-B) ,WD-08008-S-21, WD-09034-S-21, WD-14021-S-21, WD-07054-S-22, WD-13001-S-22, WD-14030-S-22, WD-15014-S-22, WD-15009-S-12(Design B), WD-15009-S-12(Design C), WD-04050-S-01 (Design B), WD-04050-S-01 (Design C), WD-86013-S-81, WD-91071-S-81, WD-09065-S-81, WD-96021-S-10, WD-09090-S-04, WD-94035-S-17, WD-12027-S-17, WD-07036-S-01, WD-14002-S-63, WD-86081-S-75, WD-09050-S-08, WD-93047-S-60, WD-09051-S-09, RSD-6315-059, WD-80114-S-78, WD-82056-S-73, RSD-6337-077, WD-98057-S-17, WD-98057-S-17 (CC+8t+2t), WD-14035-S-16, WD-04004-S-64, WD-09044-S-64, WD-92004-S-19, WD-84013-S-12, WD-09053-S-14, WD-15028-S-18, CONTR-9405-S-19, CONTR-9406-S-12, WD-15011-S/20, WD 15012-S/12, WD-07056-S/22 , WD-07056-S-23, WD-11013-S-26	40-42
11.	Annexure-K	Guidelines for using data of RFID Tags of the Indian Railways (V2,2,0) as per RDSO letter No. MW/RFID, dated 25.07.2018 specification No.2016/CRIS/NDLS-ITPI/WS-C/POLICY/RFID /0101/PT-1 dated 29.05.18	43-59

**Format for submission of Technical Bid.**

1. We, M/s. \_\_\_\_\_ herewith submit our technical bid against the COFMOW's tender No. \_\_\_\_\_

We, M/s \_\_\_\_\_ have been found suitable for empanelment based on type testing results from CRIS for RFID tag as per CRIS letter No. \_\_\_\_\_. Letter of CRIS is enclosed

2. We shall undertake the complete work of supply of RFID tags, their fitment on wagons of IR, data writing as per RDSO technical specification, uploading and maintenance of data as per tender conditions.
3. We hereby confirm that we would supply spare UHF RFID Tags for a period of expected life of the same, as and when ordered separately.
4. We will be fully responsible for rectification work of any defect in Tag due to manufacturing, fitment, writing of data, uploading of data & maintenance of data during warranty period.
5. We further submit the following information about our technical offer submitted against the requirements of clauses covered in Section-IV & Section-V. We understand that any omission of any of the below mentioned information will render our offer incomplete to that extent.

Sr. No.	Clause No	Section	Complied / Not Complied	Remarks, if any

**Signature of the Bidder  
with company stamp**

## ANNEXURE-B OF SECTION-VI

Schedule-wise, No. of wagons (to be fitted with UHF RFID Tags)

Schedule	Total number of wagons to be fitted with RFID Tags (rounded off figures)	Total No. RFID Tags to be fitted on wagon (rounded off figures)
Schedule - 1	45,000	90,000

**SCHEDULE - 1****List of POH Workshops & ROH Depots along with tentative arising of wagons**

Sr No.	Location of work	POH Workshop/ ROH Depot	Railway	Tentative arising per month (ie No of wagons)	Total quantity of Wagons	No. of RFID Tags (Two Tags per Wagon)
1	JAGADHARI	POH Workshop	NR	500	9000	18000
2	JHANSI	POH Workshop	NCR	650	11700	23400
3	KT	POH Workshop	WCR	450	8100	16200
4	AMBALA	ROH Depot	NR	250	4500	9000
5	KHAN AALAM PURA	ROH Depot	NR	330	5940	11880
6	TUGHLAKABAD	ROH Depot	NR	320	5760	11520
<b>Total</b>					<b>45000</b>	<b>90000</b>

ANNEXURE-D OF SECTION-VI

**Monthly Position of the Supply of UHF RFID Tags.**

**(To be sent to COFMOW)**

---

1. Month: ----- From: date----- To: date-----

2. Location of work (Name of POH Workshop/ROH depot with complete address): -----  
-----

3. Railway/Division: -----

4. Details of Supply of UHF RFID Tags.

S.No	Date	Total No of RFID Tag supplied	Remarks

It is certified that the contractor has supplied RFID Tags against COFMOW's Contract / (AT) No.-----dated----- The contractor has submitted copy of inspection certificate issued by RITES in respect of supply of above RFID Tags.

Sign with Date & Seal: -----

Sign with Date & Seal: -----

Name & Designation: -----

Name & Designation: -----

(Representative of Railway)

(Representative of Contractor)

Sign with Date & Seal: -----

Name & Designation: -----

(Sr.DME /DME (C&W) or Dy CME, as applicable)

**Copy to:** COS, CEE and FA & CAO, COFMOW.

ANNEXURE-E OF SECTION-VI

**Daily Position of the Fitment, Data Writing, Uploading of data and Commissioning of UHF  
RFID Tags on wagons by contractor**

(To be kept by the consignee for record)

---

1. Date (of work): -----
2. Location of work (Name of POH Workshop/ROH depot): -----
3. Railway/Division: -----
4. Fitment Details of UHF RFID Tags.

S.No	Wagon No	Tag ID No (LH)	Tag ID No (RH)	Uploading of data (Yes)	Remarks

It is certified that the contractor has completed fitment, data writing, uploading of data and commissioning of RFID Tags on wagons as per above details against COFMOW's Contract / (AT) No.-----dated----- and provided hard copy of EPC and User area data of each Tag (wagon) as per the specification No. 2016 /CRIS /NDLS-ITPI/WS-C / POLICY /RFID /0101/PT-I (V2,2,0) and log file.

Sign with Date & Seal: -----

Name &Designation: -----

(Representative of Railway)

Sign with Date & Seal: -----

Name &Designation: -----

(Representative of Contractor)

ANNEXURE-F OF SECTION-VI

**Monthly positon of the fitment, Data writing, uploading of data and Commissioning of UHF RFID Tags on wagons by contractor**

**(To be sent to COFMOW)**

---

Month: ----- From: date-----To: date-----

1. Location of work (Name of POH Workshop/ROH depot with complete address): -----
2. Railway/Division: -----
3. Fitment Details of UHF RFID Tags

S.No	Date	Total No of wagons fitted with RFID Tag	Uploading of data (Yes)	Remarks

It is certified that the contractor has completed the work of fitment, data writing, uploading of data and commissioning of RFID Tags on wagons as per above details against COFMOW's Contract / (AT) No.-----dated----- and provided hard copy of EPC and User area data of each Tag (wagon) as per the specification No. 2016 /CRIS /NDLS-ITPI/WS-C / POLICY /RFID /0101/PT-I (V2,2,0) and log file.

Sign with Date & Seal: -----

Sign with Date & Seal: -----

Name &Designation: -----

Name &Designation: -----

(Representative of Railway)

(Representative of Contractor)

Sign with Date & Seal: -----

Name &Designation: -----

(Depot In charge ie Sr.DME / DME (C&W) or Dy. CME, as applicable)

**Copy to:** COS, CEE and FA & CAO, COFMOW.

ANNEXURE-G OF SECTION-VI

**Manpower proposed to be deployed by the contractor for fitment, Data writing, uploading of data and Commissioning of UHF RFID Tags.**

S.No	SCHEDULE	No. of Personnel/ Staff (Proposed to be deployed)
1.	Schedule – 1	

Sign with Date & Seal: -----

Name & Designation: -----

(Representative of Contractor)

ANNEXURE-H OF SECTION-VI

**Details of Huck Bolting Machine and Portable RFID reader proposed  
to be deployed by the Contractor.**

S. No	SCHEDULE	No. of Huck Bolting machines to be deployed for fitment of Tag on wagon	No. of RFID Portable Reader to be deployed for writing & uploading of wagon data in RFID Tag
1.	Schedule - 1		

Sign with Date & Seal: -----

Name & Designation: -----

(Representative of Contractor)

# ANNEXURE - I

S. NO 114



भारत सरकार - रेल नगरालय  
अनुभाव अधिकारी और मानक संगठन  
लखनऊ - 226011  
Fax : 91-0522-2452494  
Tele/Fax: 0522- 2465773

Government of India - Ministry of Railways  
Research Designs & Standards  
Organisation  
Lucknow - 226011  
DID (0522)2450115  
DID(0522)2465310



No. MW/RFID

Date: 08.01.2018

## 1. All CMEs

- (i) Central Railway, CST, Mumbai-400 001
  - (ii) Eastern Railway, Fairlie Place, Kolkata-700 001
  - (iii) East Central Railway, Hajipur- 844 101
  - (iv) East Coast Railway, Railway Complex, Bhubaneswar-751 023
  - (v) Northern Railway, Baroda House, New Delhi-110 001
  - (vi) North Central Railway, Allahabad.-211 001
  - (vii) North Western Railway, Jaipur-302 006
  - (viii) North Eastern Railway, Gorakhpur-273 001
  - (ix) Southern Railway, Park Town, Chennai-600 003
  - (x) South Central Railway, Secunderabad-500 071
  - (xi) South Eastern Railway, Garden Reach, Kolkata-700 043
  - (xii) South East Central Railway, R.E. Complex, Bilaspur - 495 004
  - (xiii) South Western Railway, Hubli - 580 023
  - (xiv) Northeast Frontier Railway, Maligaon, Guwahati-781 011
  - (xv) Western Railway, Churchgate, Mumbai-400 020
  - (xvi) West Central Railway, Jabalpur-482 001
2. G.M.(CRIS), R.C.F., RBL, Chanakyapuri, New Delhi-110 021

## Sub- Provision of RFID tags in wagon.

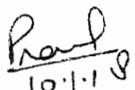
Provision of RFID tag has been made in the marking drawing of the following wagon.

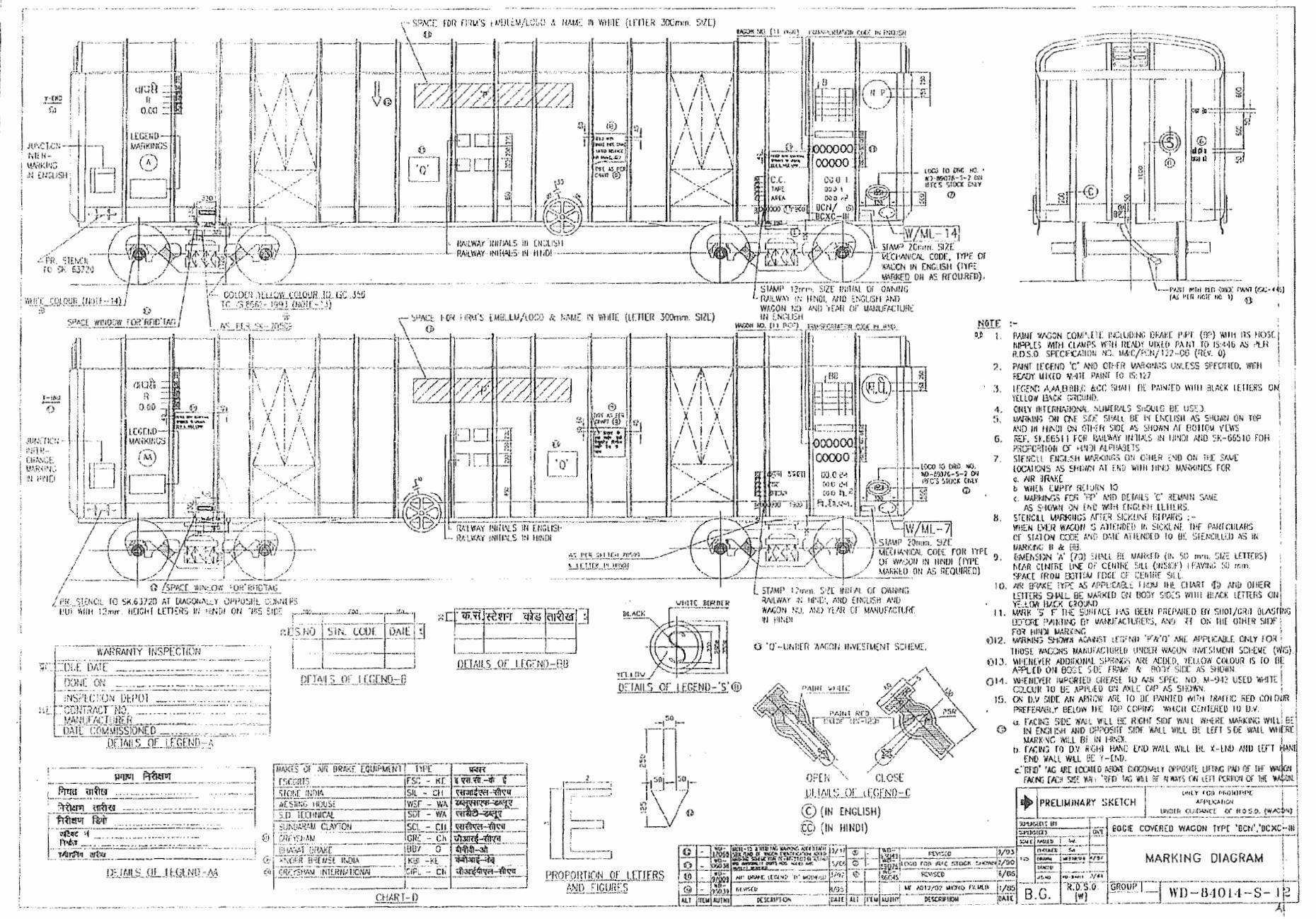
S.NO	Wagon Type	Marking Diagram Drawing No. (Latest alteration)	Remarks
1	BCN, BCXC-III	WD-84014-S-12	
2	BCNA, BCNAHS	WD-90030-S-69	
3	BCNHL (DESIGN-A)	WD-06076-S-20	
4	BCNHL (DESIGN-B)	WD-10003-S-01	
5	BCNHL (DESIGN-C)	WD-11012-S-12	
6	BCNHL (DESIGN-D)	WD-10068-S-20	
7	BCNHL (DESIGN-E)	WD-11054-S-20	
8	✓ BCNHL (DESIGN-F)	WD-14019-S-18	
9	BCNHL (DESIGN-G)	WD- 15003-S-15	
10	✓ BCNAHSM1	WD-17029-S-12	
11	✓ BOST/BOSTHS/BOSTHSM2	WD-00012-S-21	
12	BOXNLW	WD-88088-S-21	
13	✓ BOXNR	WD-07001-S-12	
14	BOXNHA	WD-98015-S-20	
15	BOXN/BOXNHS	WD-80007-S-21	
16	BOY MK-P-1 (BMBS)	WD-09061-S-11	
17	BOY	WD-90019-S-01	
18	✓ BOYEL	WD-06084-S-02	

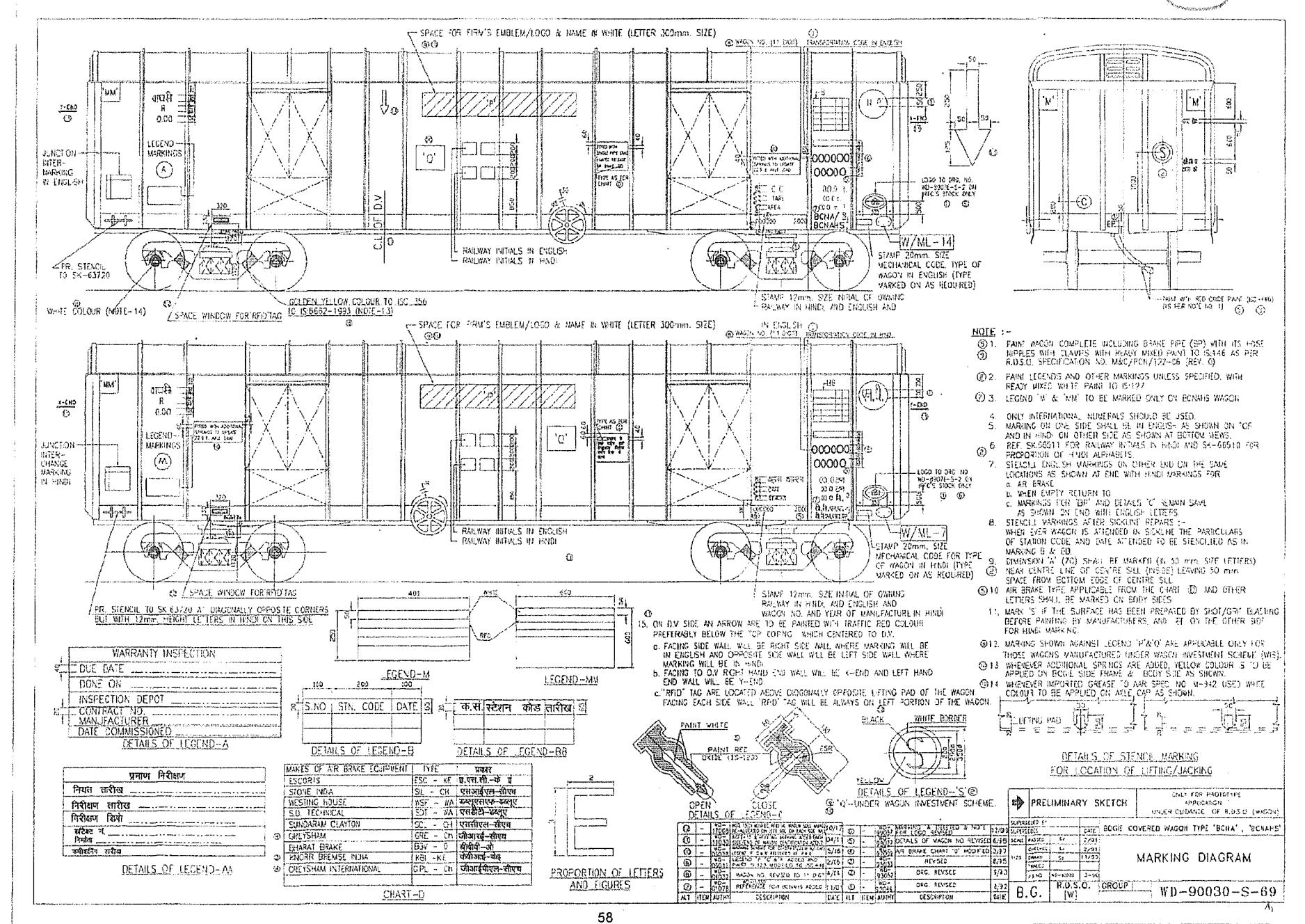
S.NO	Wagon Type	Marking Diagram Drawing No. (Latest alteration)	Remarks
19	BCPVN	WD-13037-S-17	
20	BOSTHSM2(MBS)	WD-090052-S-61	
21	BOXNCR	WD-96011-S-08	
22	✓ BOXNS	WD-14014-S-18	✓
23	✓ BOXNHL (DESIGN-A)	WD- 05086-S-21	✓
24	BOXNHL (DESIGN-B)	WD-05086-S-21	
25	BOXNHL (DESIGN-C)	WD- 08008-S-21	
26	BOXNHL (DESIGN-D)	WD- 09034-S-21	
27	BOXNHL (DESIGN-E)	WD-14021-S-21	
28	BCFC (DESIGN-A)	WD- 07054-S-22	
29	BCFC (DESIGN-B)	WD-13001-S-22	
30	BCFC (DESIGN-D)	WD-14030-S-22	
31	BCFC (DESIGN-E)	WD- 15014-S-22	
32	BVCM (DESIGN-B)	WD- 15009-S-12	
33	✓ BVCM (DESIGN-C)	WD- 15009-S-12	✓
34	✓ BVZI (DESIGN-B)	WD- 04050-S-01	✓
35	✓ BVZI (DESIGN-C)	WD- 04050-S-01	
36	BAFRDR	755.03.102.50	This drawing of M/s. KPCL
37	BOBR (Design-A) BOBR(CC+6t+2t)	WD-86013-S-81	
38	BOBRM1 (Design-B) (CC+6t+2t)	WD-91071-S-81	
39	BOBRN (Design-C)		
40	BOBRNM1(Design-D) (CC+6t+2t)		
41	BOBRNHS (Design-G)		
42	BOBRNHSM1 (Design-H) (CC+6t+2t)		
43	BOBRNHSM1(With BMBS) (Design-J & K)	WD-09065-S-81	
44	BOBYN (With 22.32t) (Design-A)	WD-96021-S-10	
45	BOBYNHS (With 22.9t) (Design-B)	WD-09090-S-04	
46	BOBYNHS (With 22.9t)(MBS) (Design-C)		
47	BOBSN ( Design-A)	WD-94035-S-17	
48	BOBSN ( Design-B)	WD-12027-S-17	
49	BOBSNM1 25t ( Design-C)	WD-07036-S-01	
50	BTALNM	WD-14002-S-63	
51	BTPN (Design-A)	WD-86081-S-75	
52	BTPN (Design-B)	WD-09050-S-08	
53	BTPGLN(Design-A)	WD-93047-S-60	
54	BTPGLN(Design-B)	WD-09051-S-09	
55	BTFLN	RSD-6315-059	This drawing of M/s. RITES
56	BTCS	WD-80114-S-78	
57	BTAP	WD-82056-S-73	
58	BCCW	-----	Inform to Texmaco
59	BCBFG	RSD-6337-077	This drawing of M/s. RITES

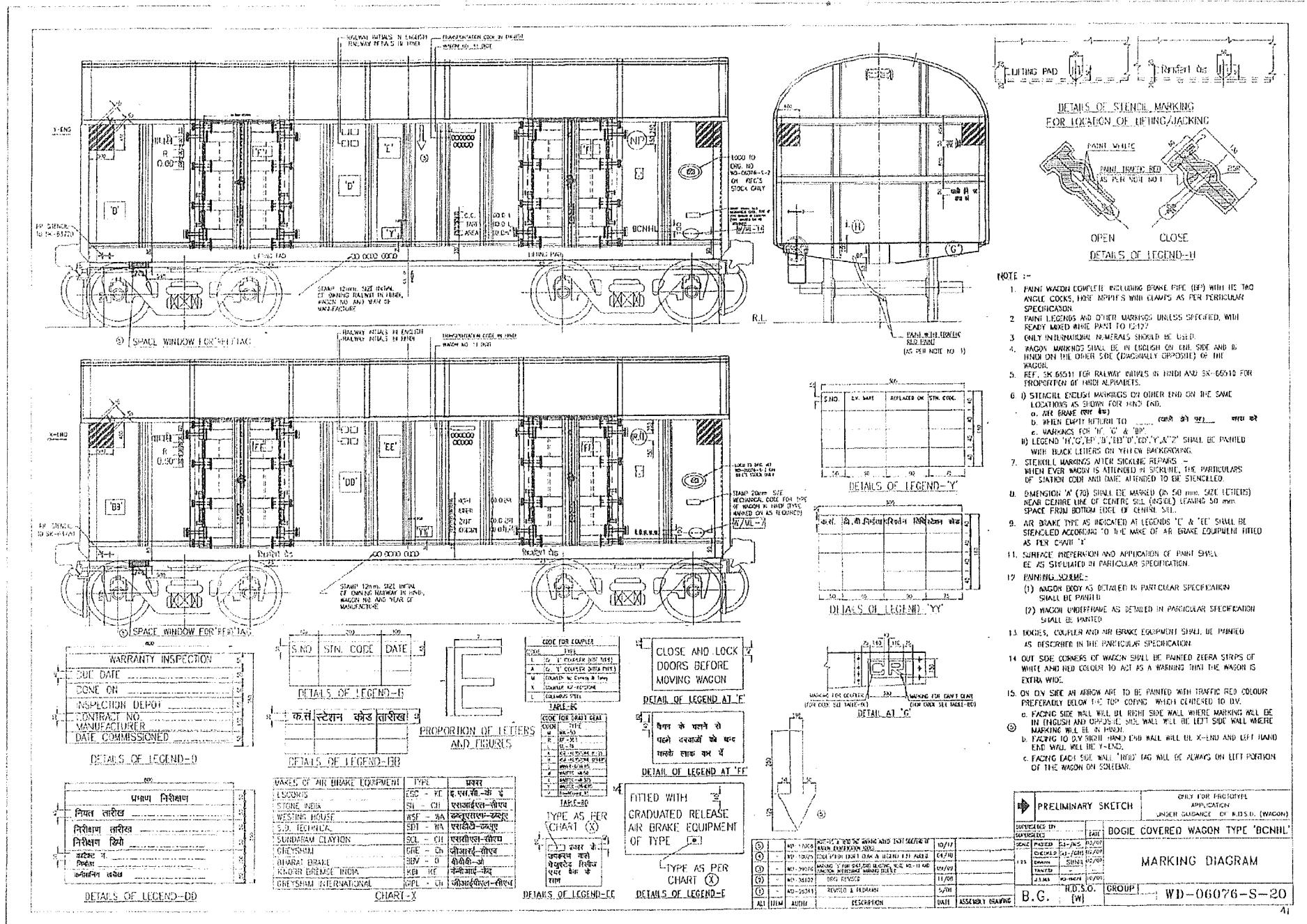
S.NO	Wagon Type	Marking Diagram Drawing No. (Latest alteration)	Remarks
60	BFNS	WD-98057-S-17	
61	BFNS (CC+8t+2t)	-do-	
62	BFNSM22.9(Shorter length)	WD-14035-S-16	
63	BRHNEHS	WD-04004-S-64	
64	BRHNEHS(BMBS)Design-B	WD-09044-S-64	
65	BRNA	WD-92004-S-19	
66	BRNAHS		
67	BRN	WD-84013-S-12	
68	BRN22.9	WD-09053-S-14	
69	BWBL	WD-15028-S-18	
70	BLCA	CONTR-9405-S-19	
71	BLCB	CONTR-9406-S-12	
72	BCS-A CAR(BLC25A)	WD-15011-S/20	Drawing will be modify after Prototype approval
73	BCS-B CAR( BLC25B)	WD-15012-S/12	
74	BLLA	-----	Informed RITES to correct drawing vide letter no. MW/CONTR/ISO/BG-Longer Flat dated 22.12.2017.
75	BCACM(A-CAR)	WD-07056-S/22 &23	
76	BCACM(B-CAR)		
77	BCACBM(A-CAR)	WD-11013-S-26	
78	BCACBM(B-CAR)		

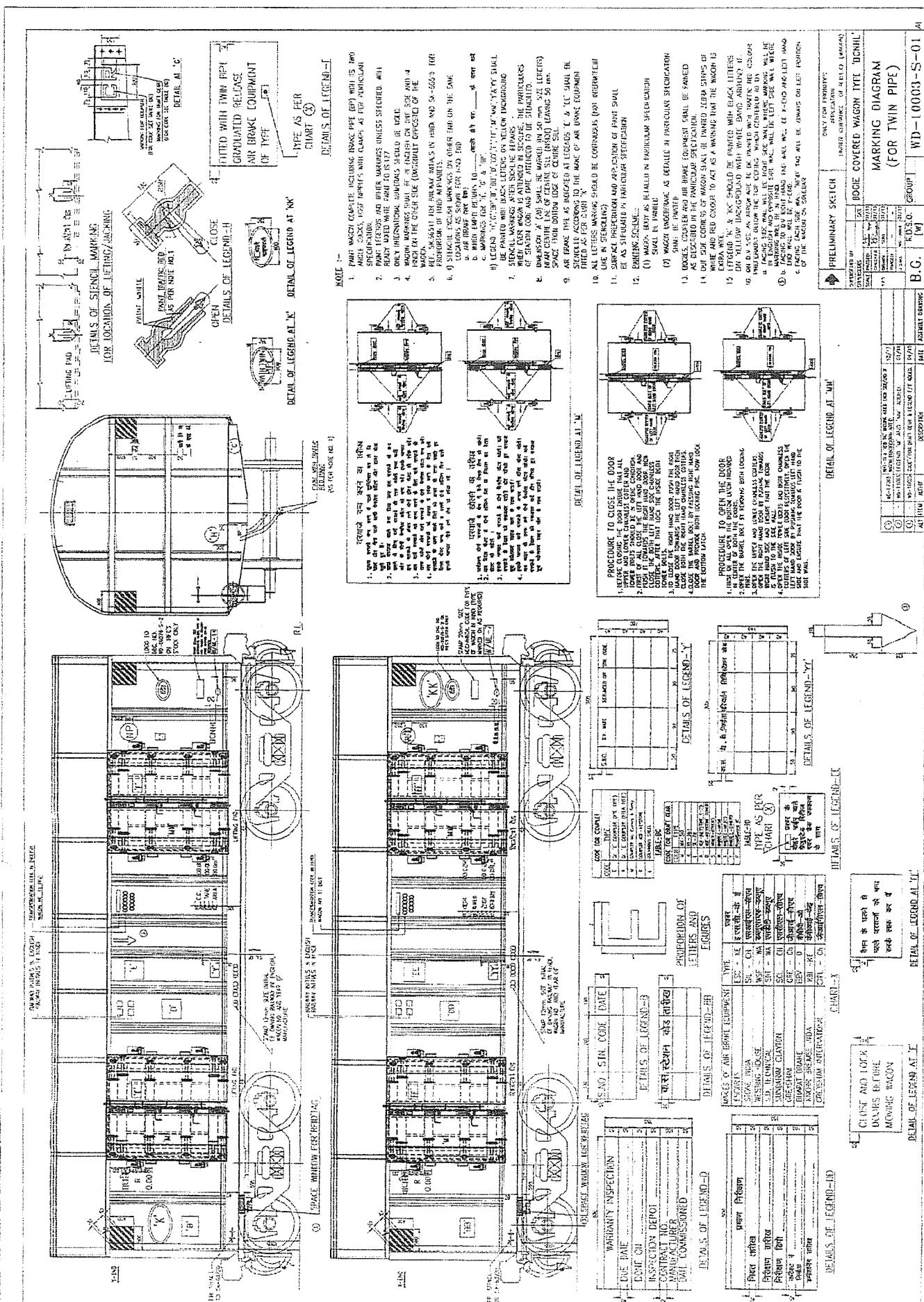
संलग्नक: कुछ नहीं

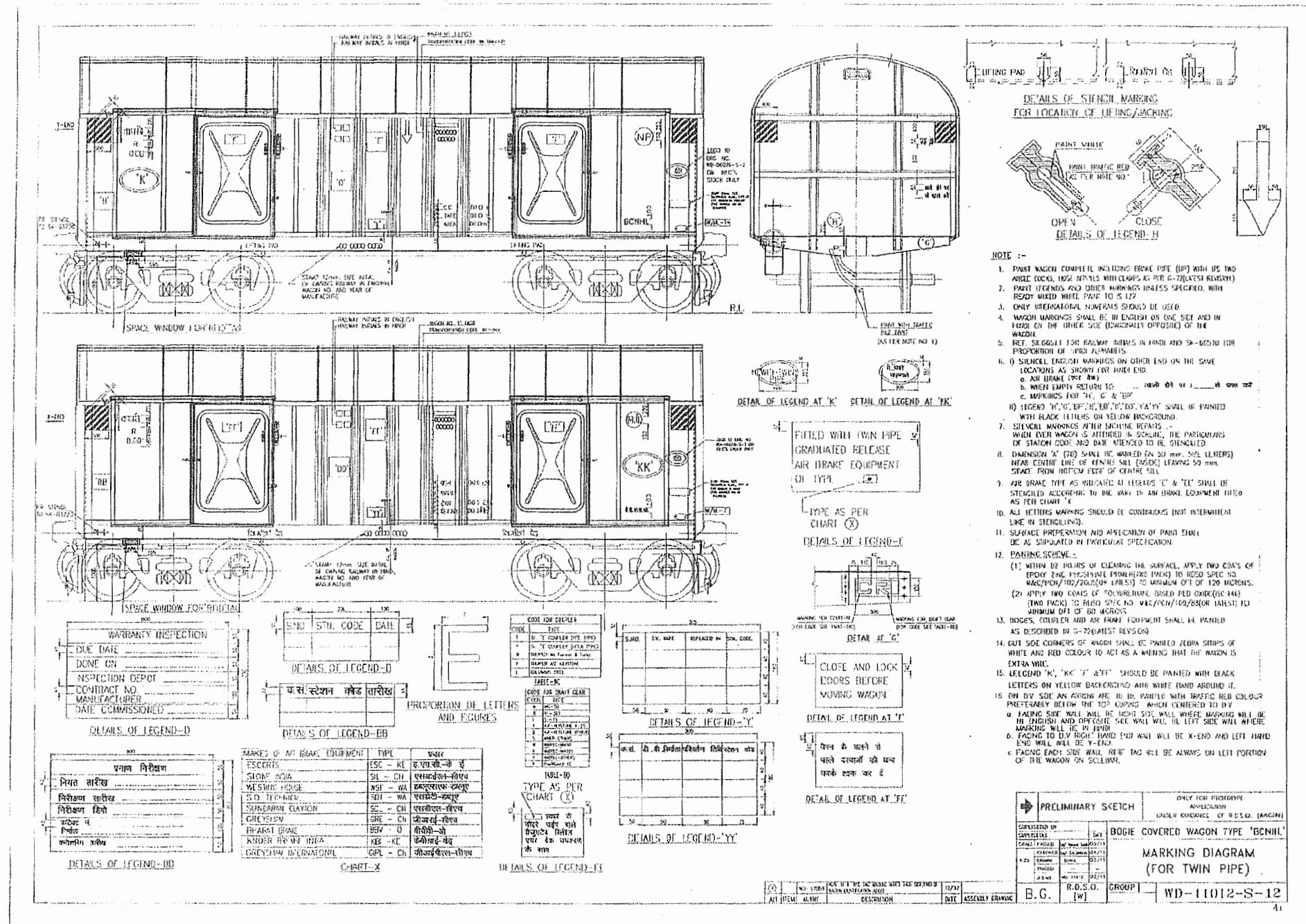
  
 १०.१.१८  
 (पी०के० पाण्डेय)  
 निदेशक / मालिक्षिका  
 कृते महानिदेशक

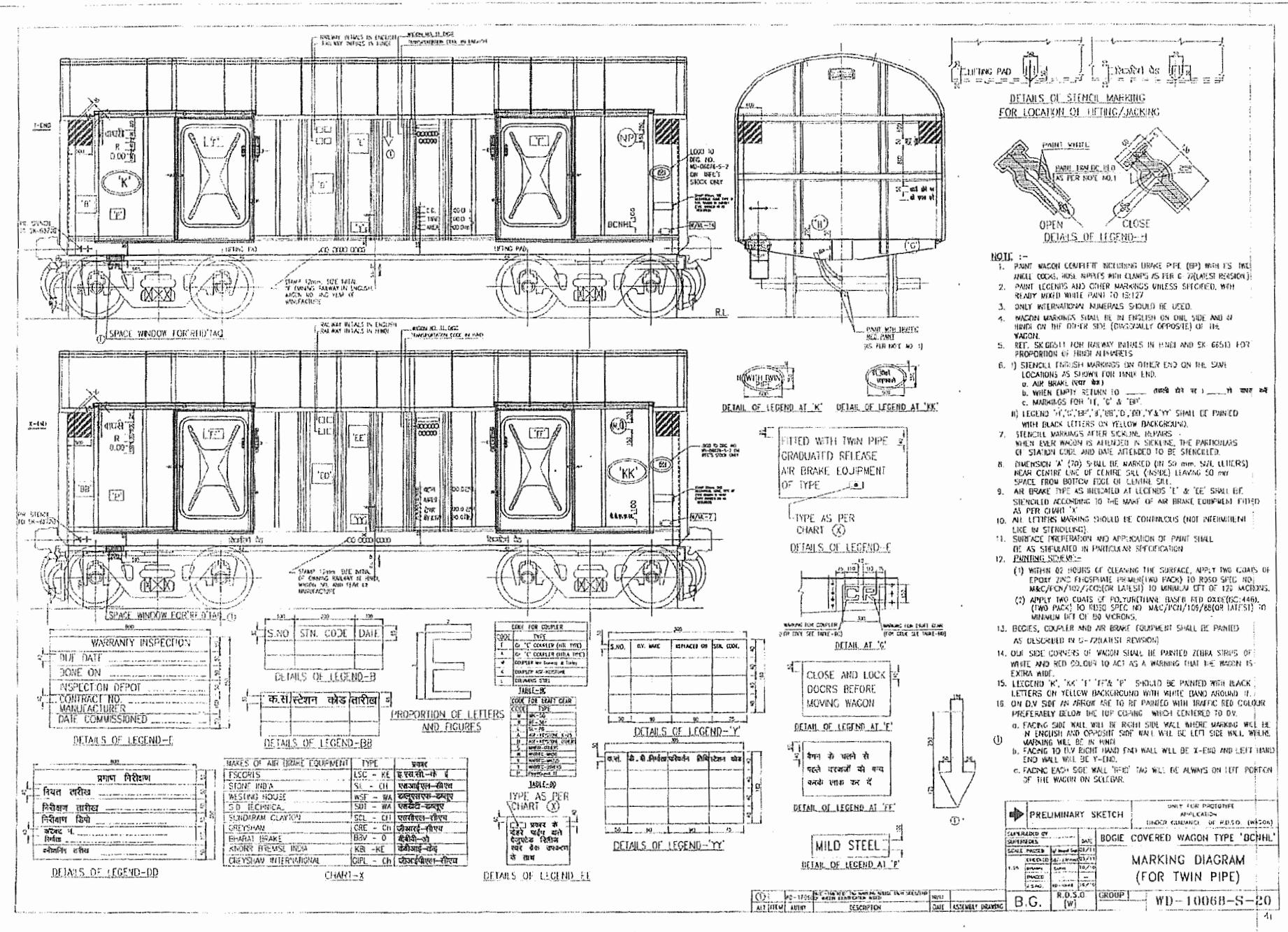


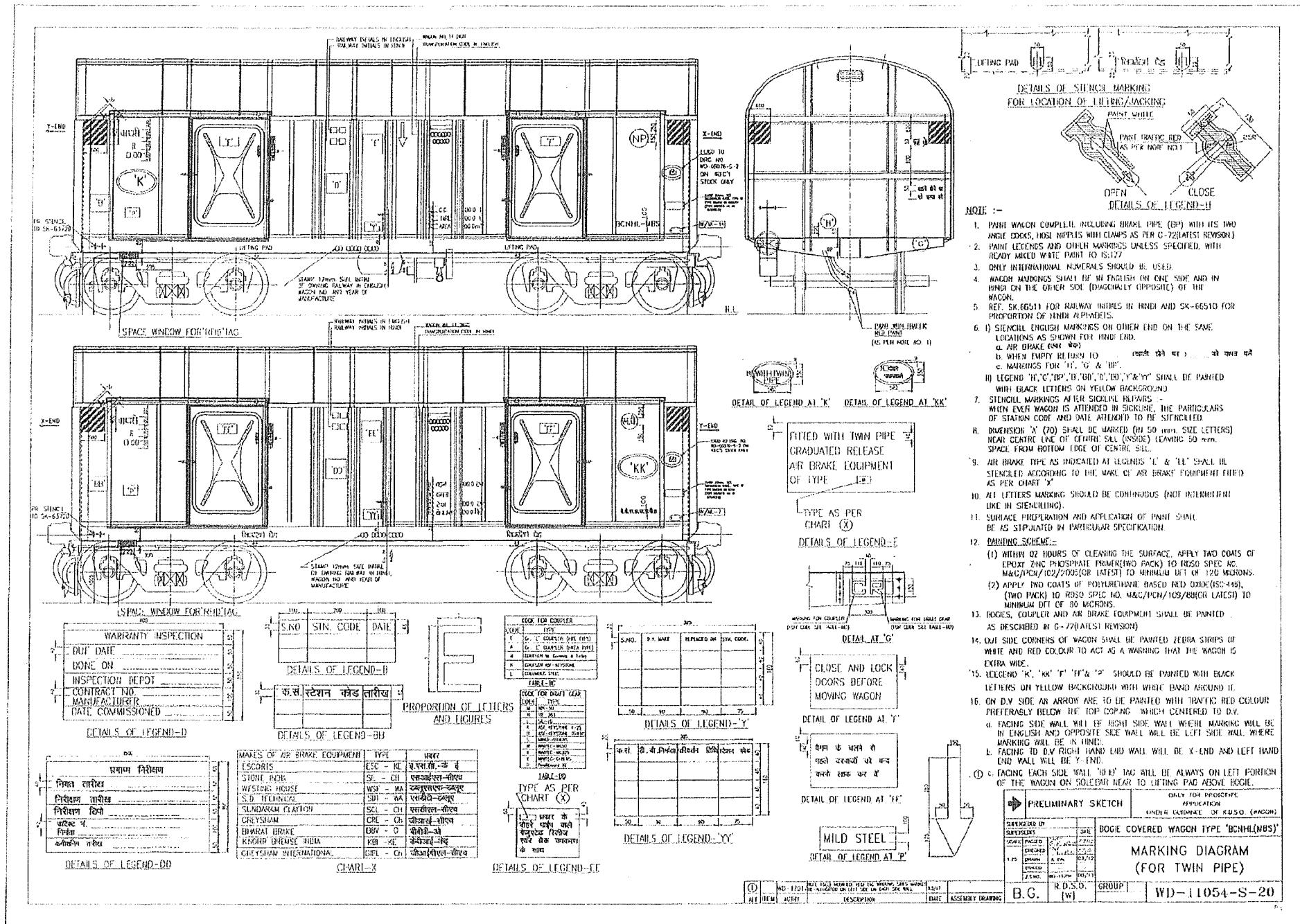


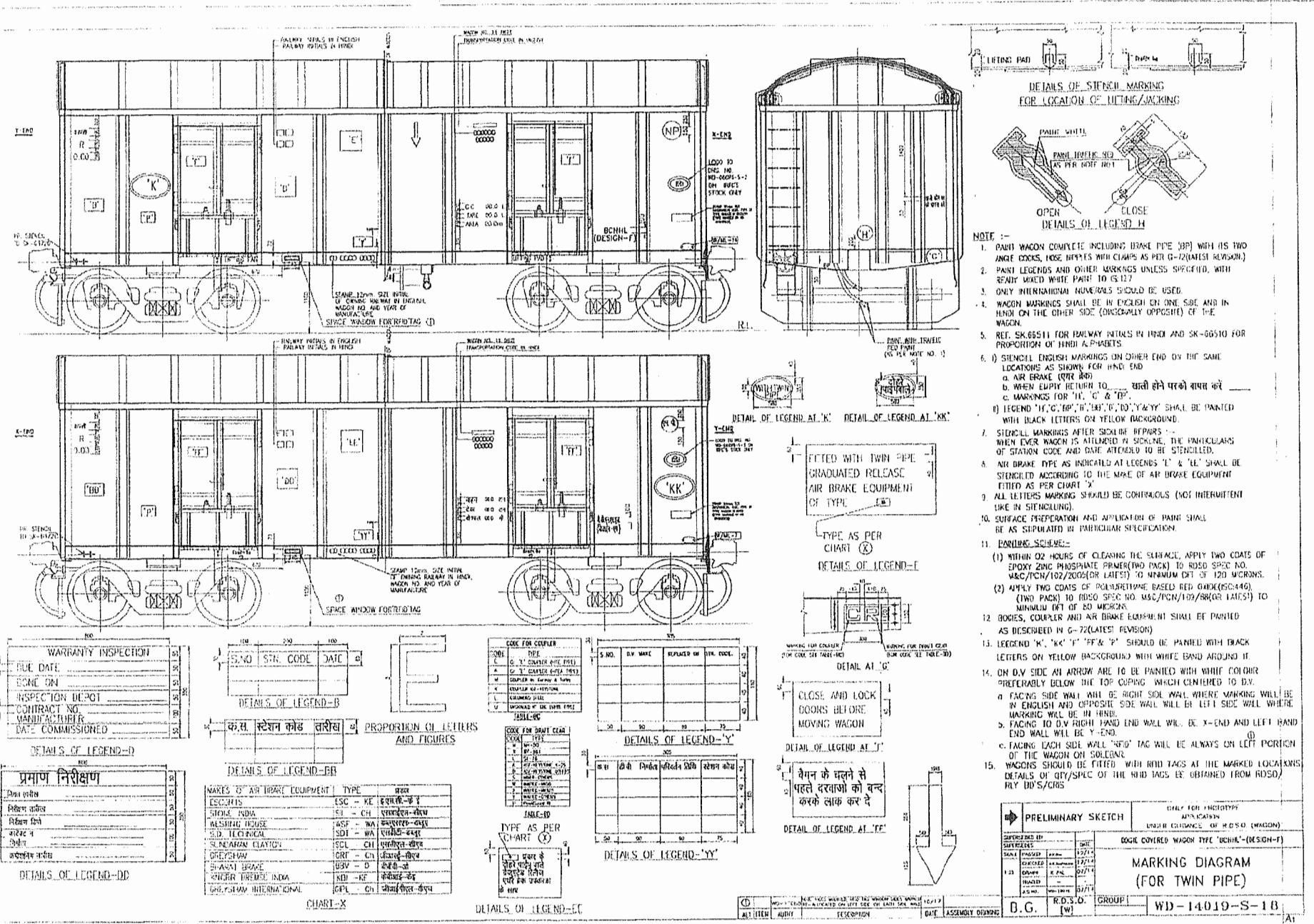


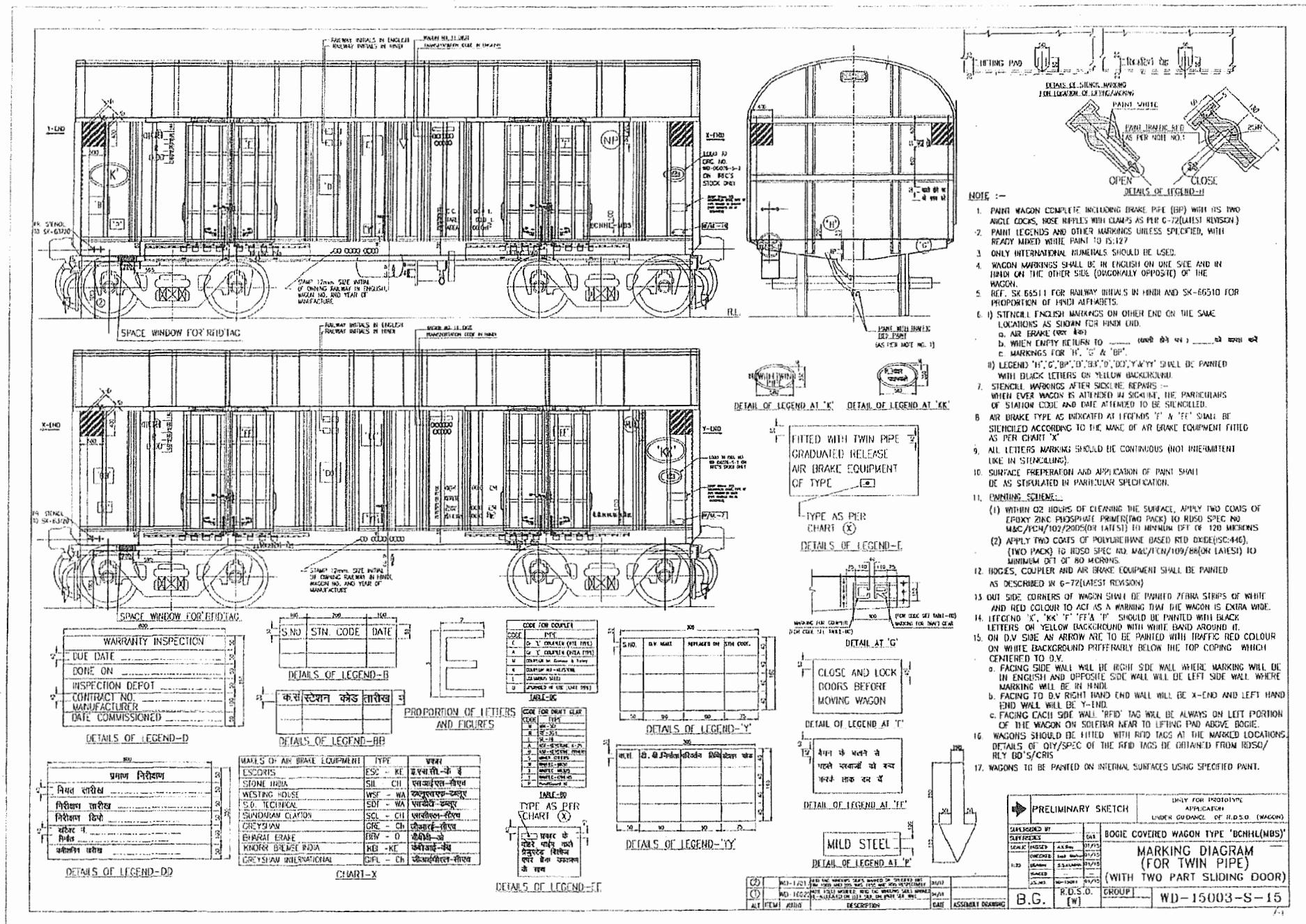


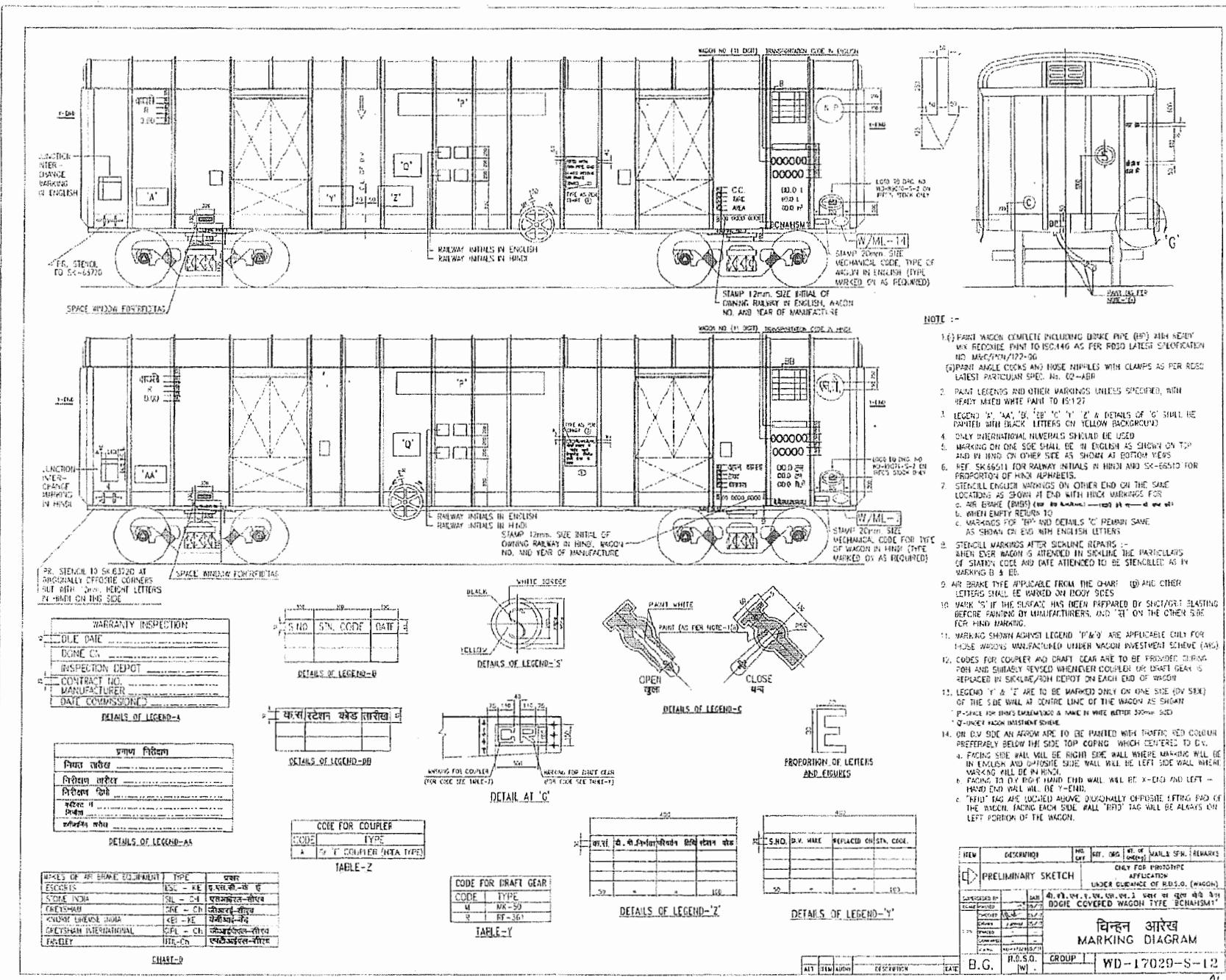








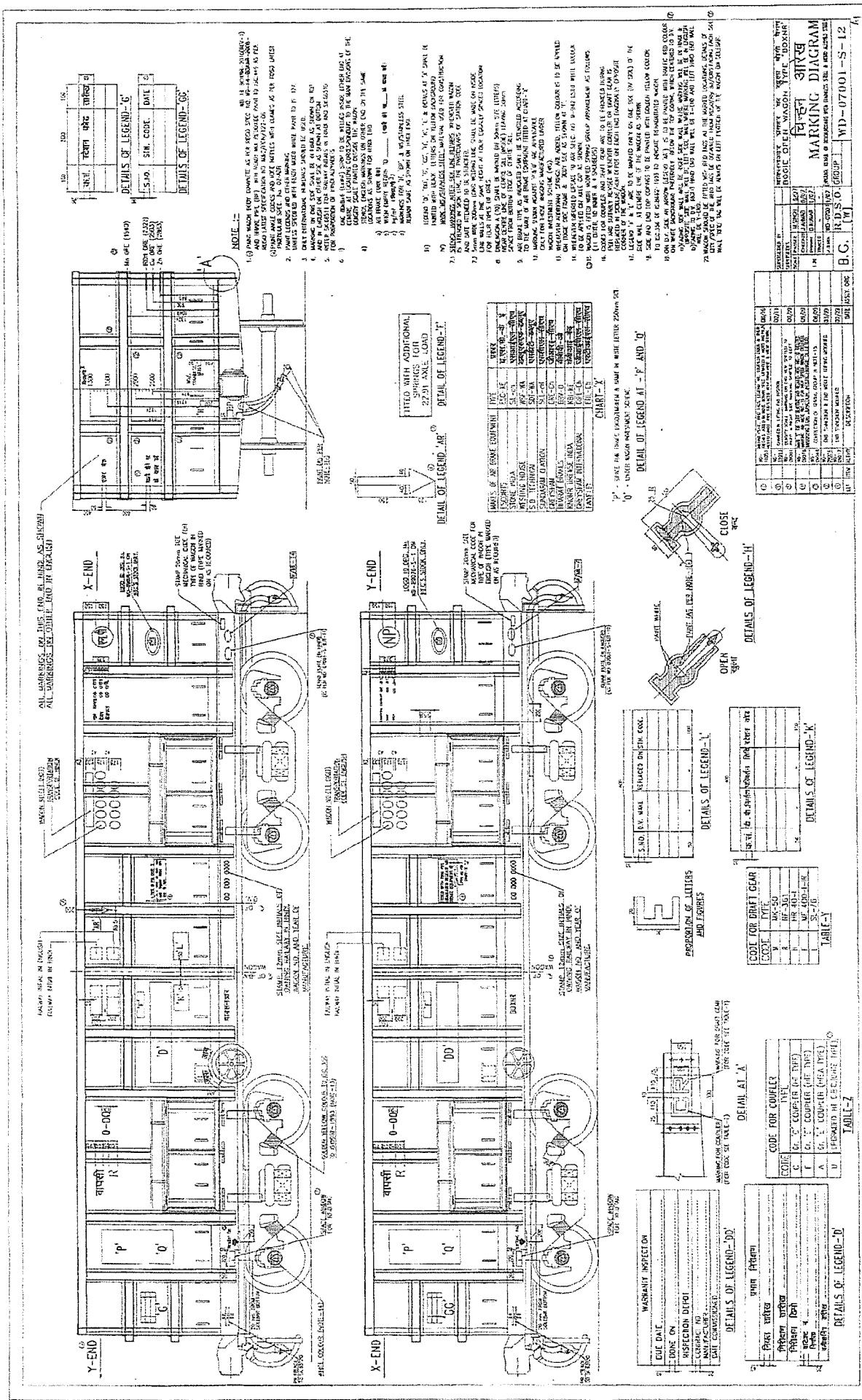




WILHELM HEINRICH  
HANDBUCH DER  
WIRTSCHAFTS-  
WISSENSCHAFTEN

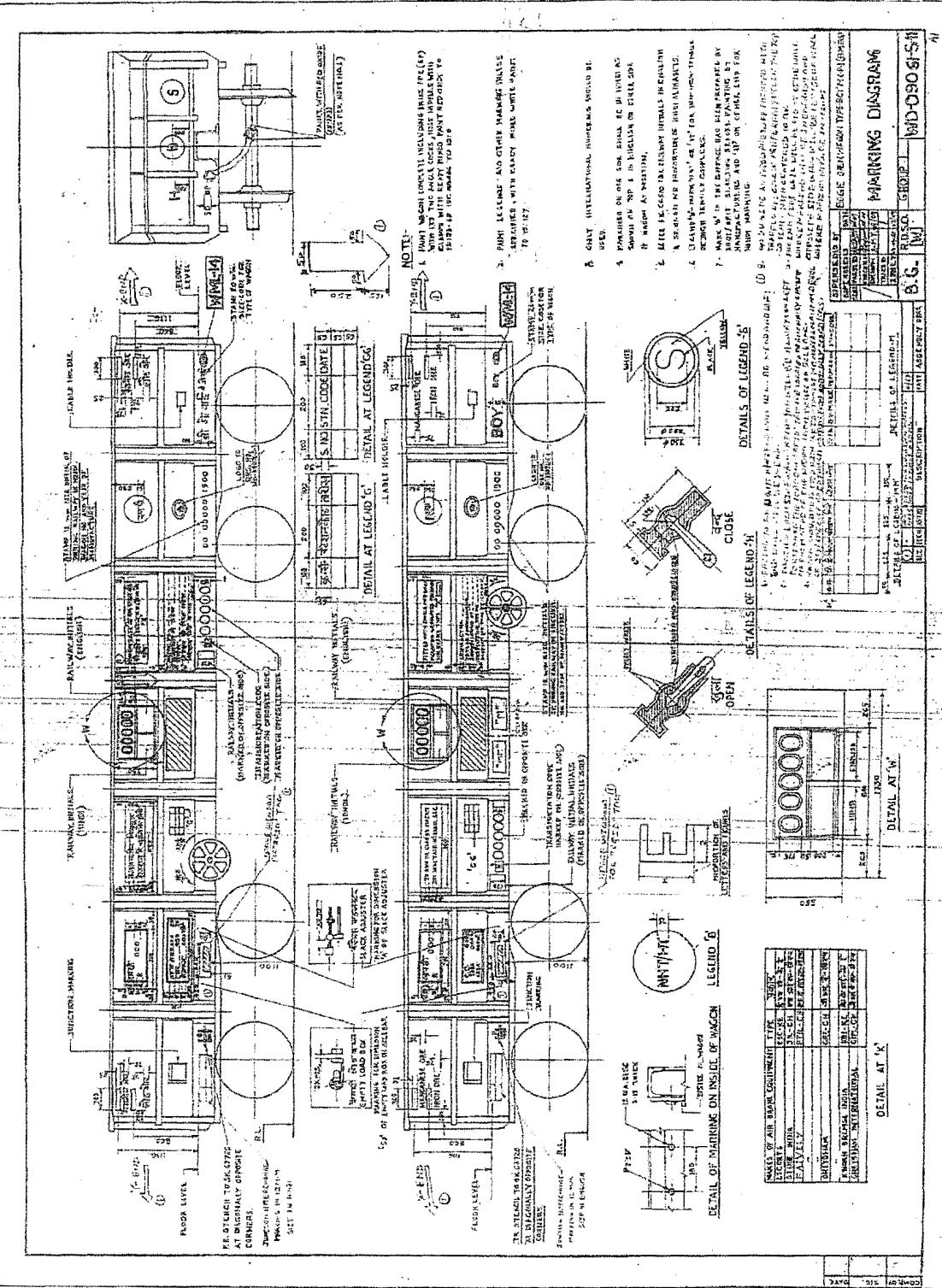
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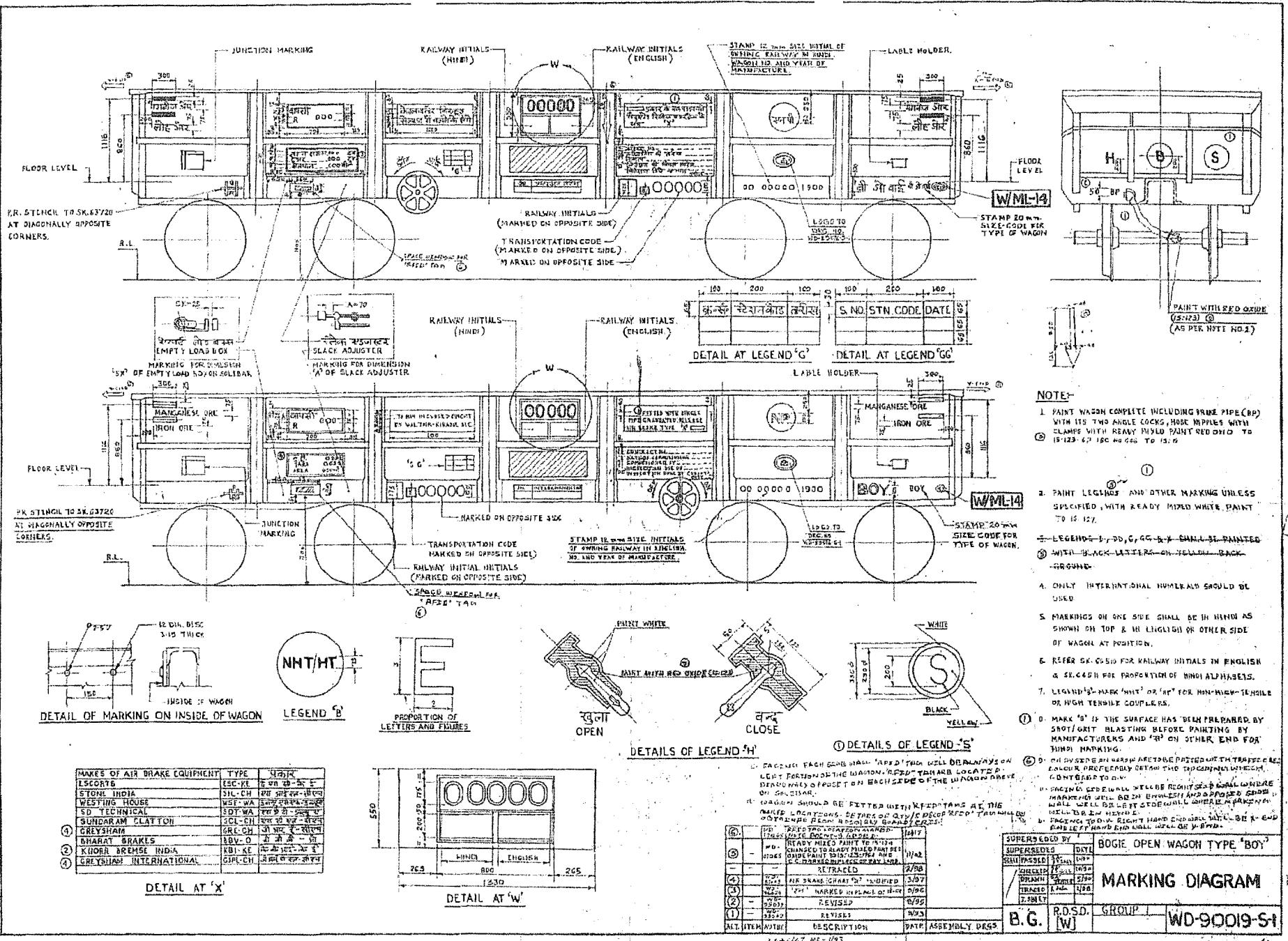


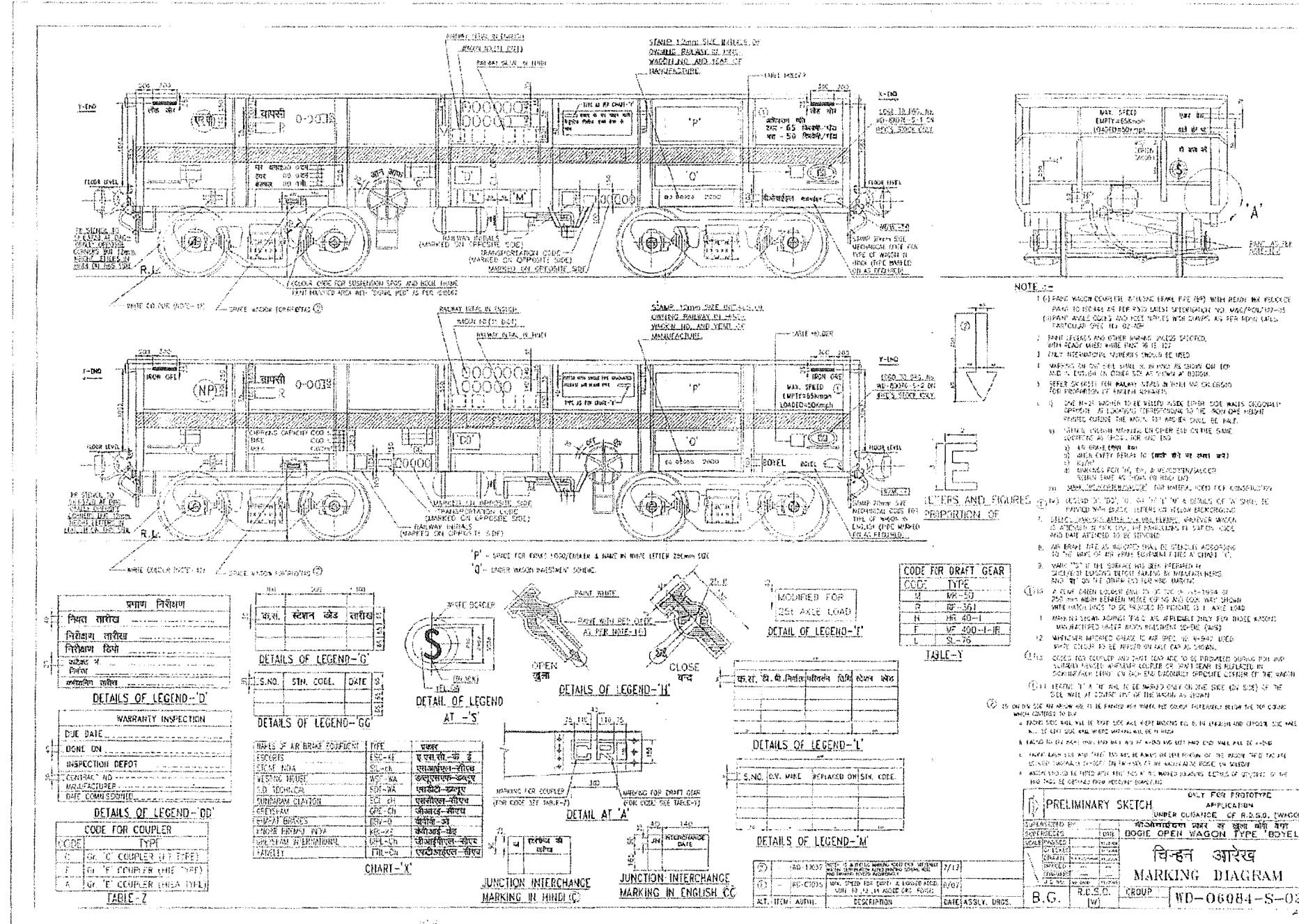


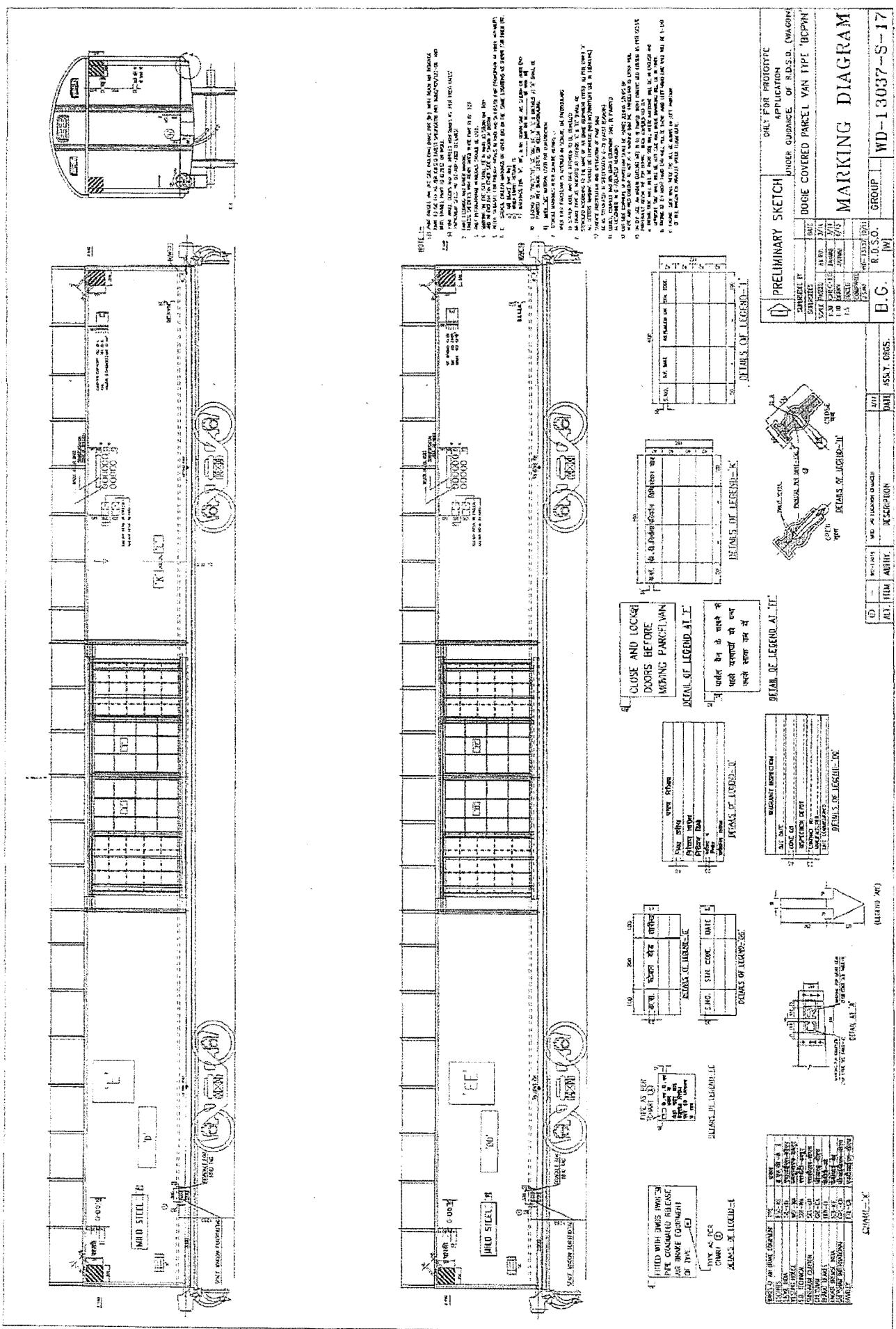
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• 19. 10. 1987 (AUGUSTA, GEORGIA) - 1987  
• 20. 10. 1987 (AUGUSTA, GEORGIA) - 1987

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THE MARCH OF THE HUNDRED ASPIRES

THE MARCH 1975 EDITION OF THE *WORLD BANK* REPORT ON THE ECONOMIC SITUATION IN THE MIDDLE EAST.

### SPACE, WHENCE FORGETTING TO ASK FOR WHICH PROSES

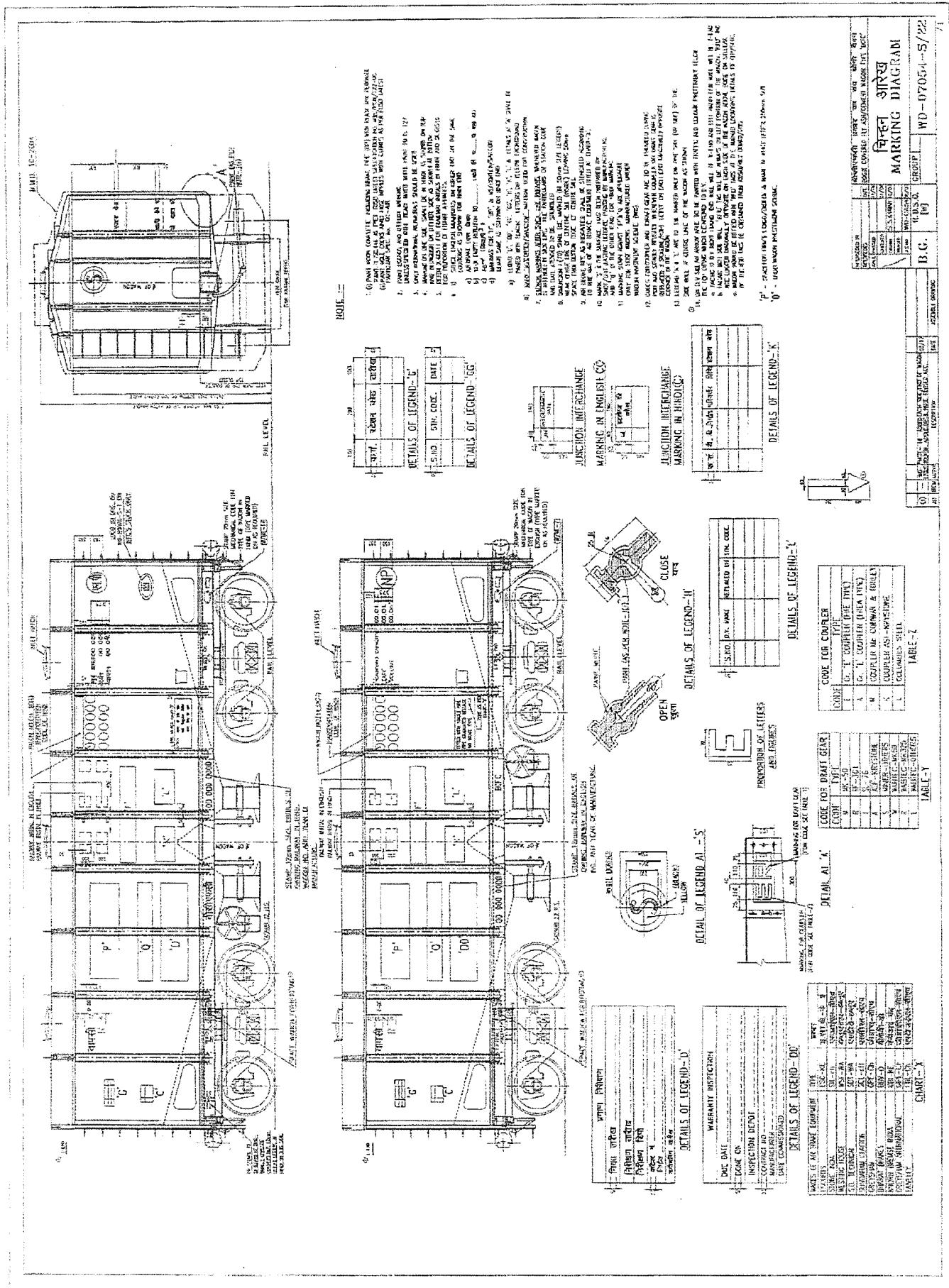
This technical drawing illustrates a double door assembly. The left side shows a front view with dimensions: 1396 mm for the total height, 2209 mm for the top panel height, 2505 mm for the bottom panel height, 424 mm for the handle height, and 192 mm for the handle width. The right side shows a side view with a height of 1902 mm. The drawing is annotated with labels A through H, which correspond to specific parts of the doors. A note at the top right specifies: 'FRONT DOOR, SIDE PANEL, ASSEMBLED, DOOR, NO. 1'. A note at the bottom right indicates 'NOTES'.

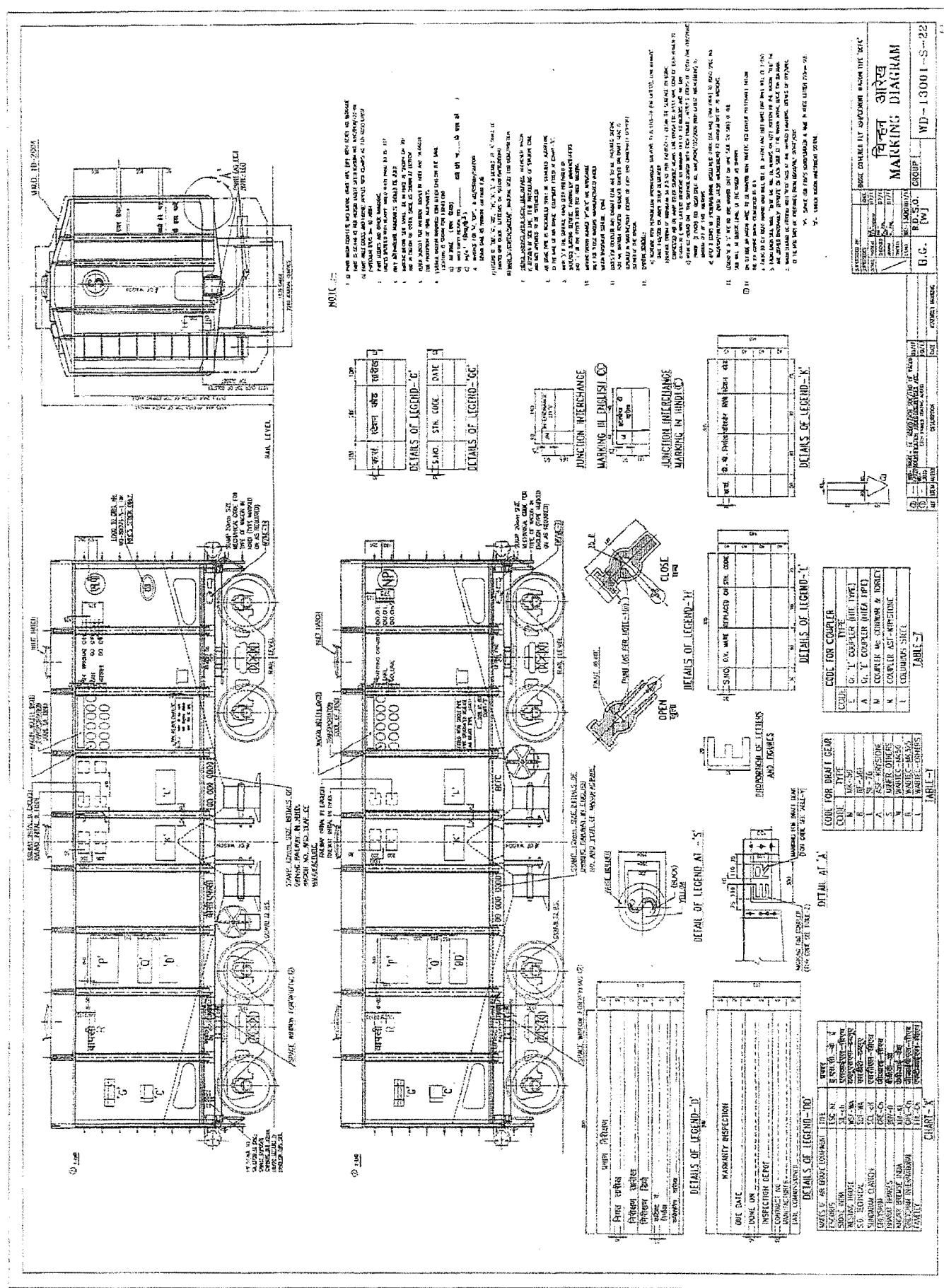
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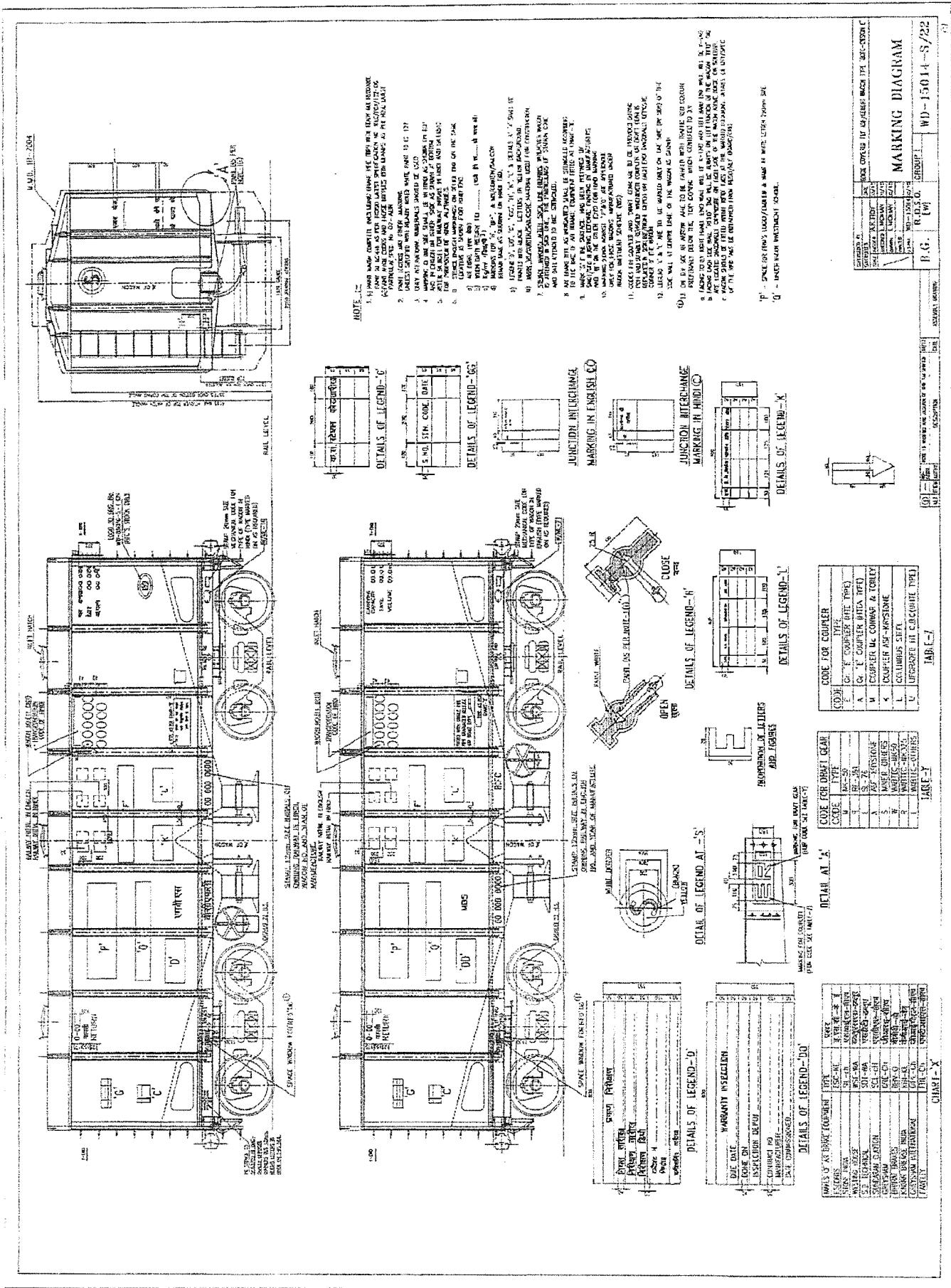




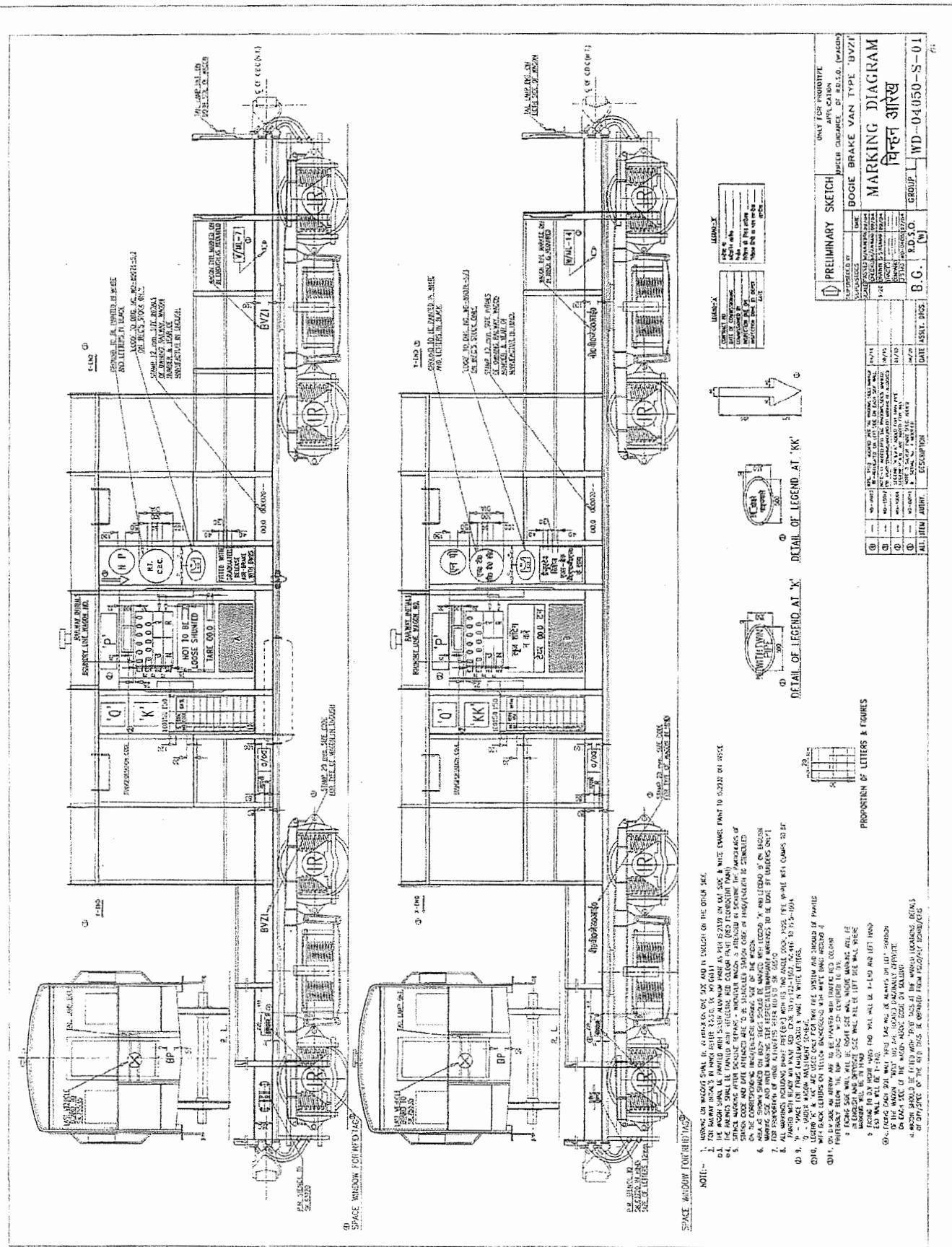








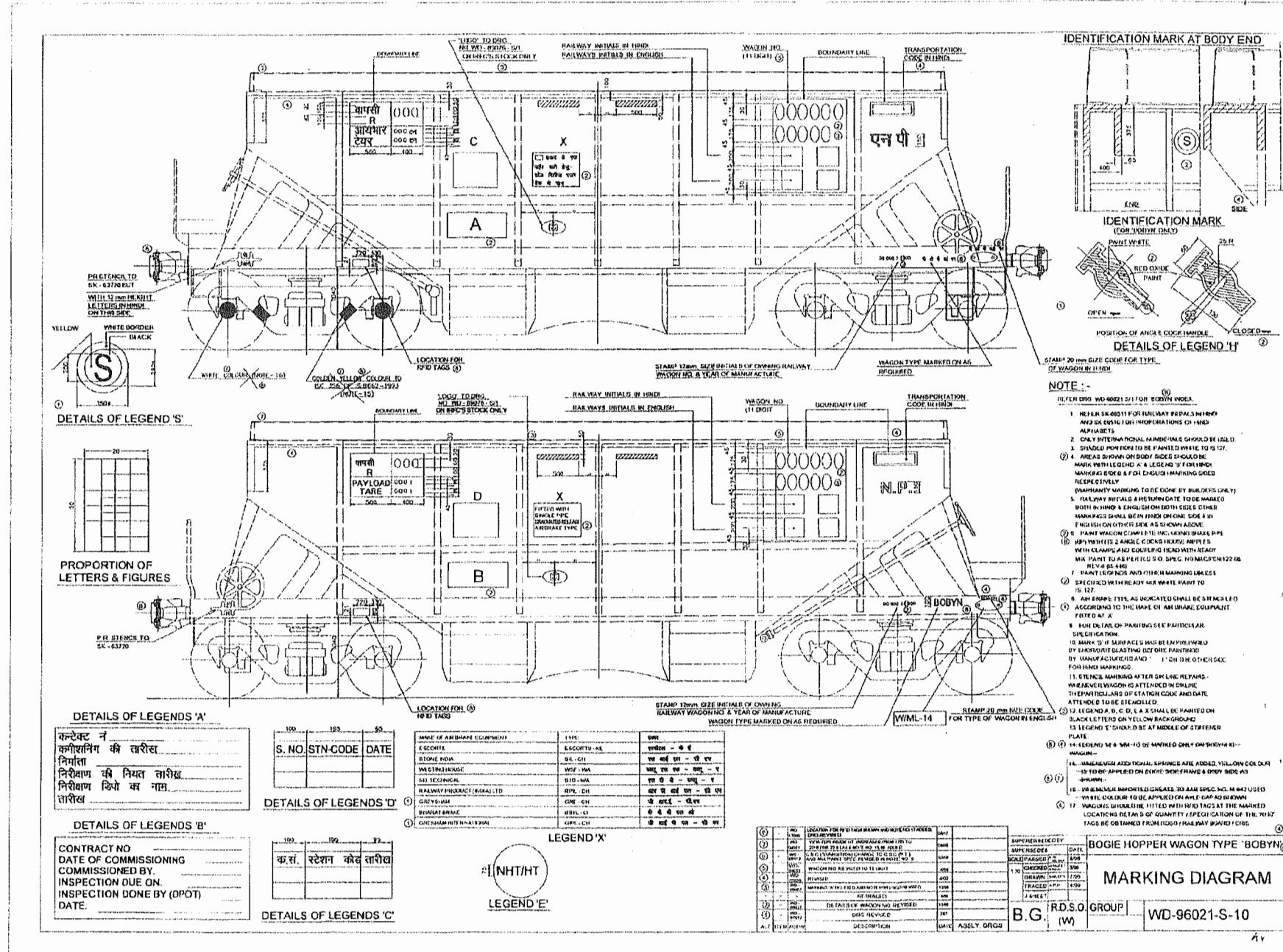


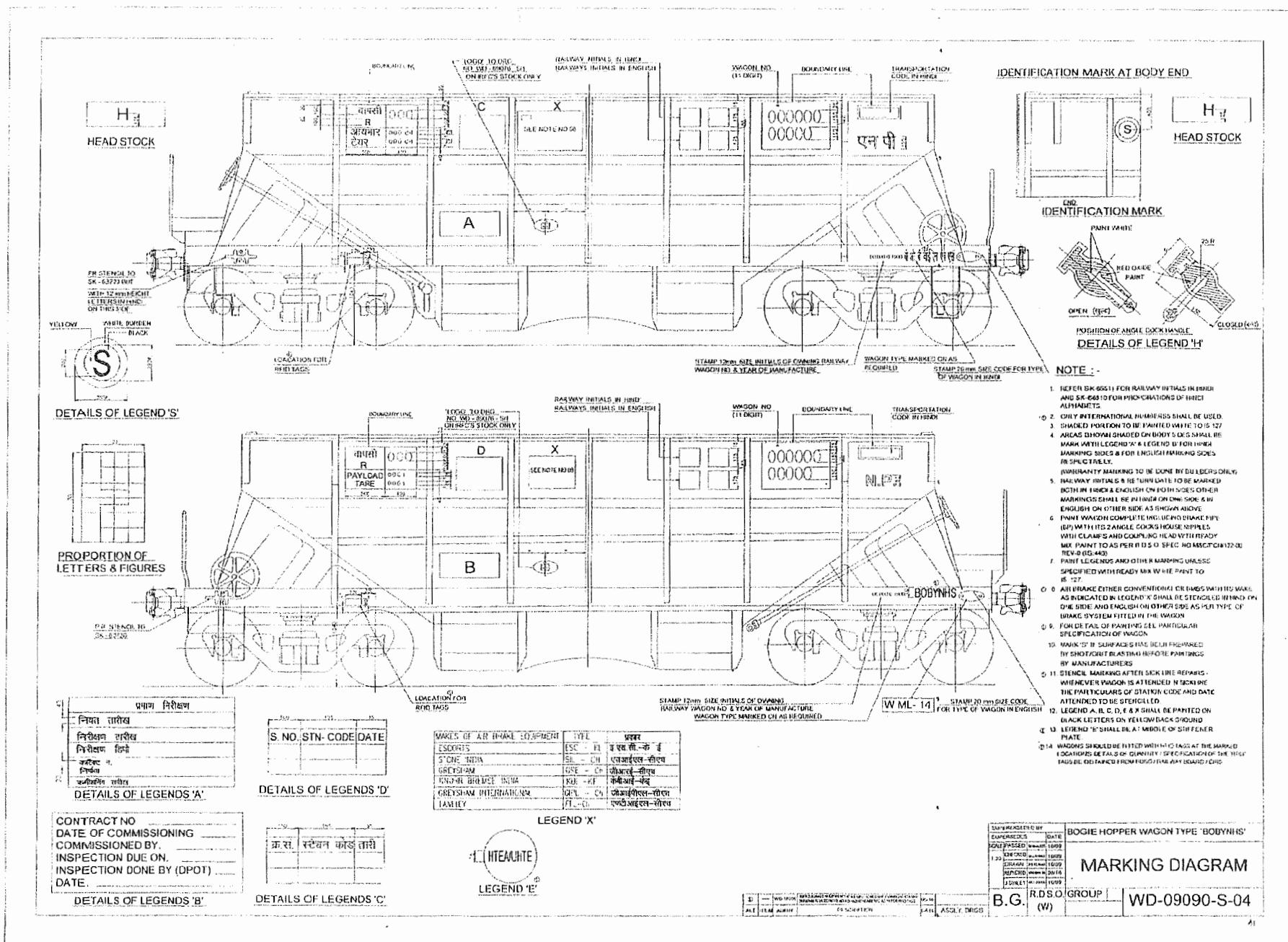


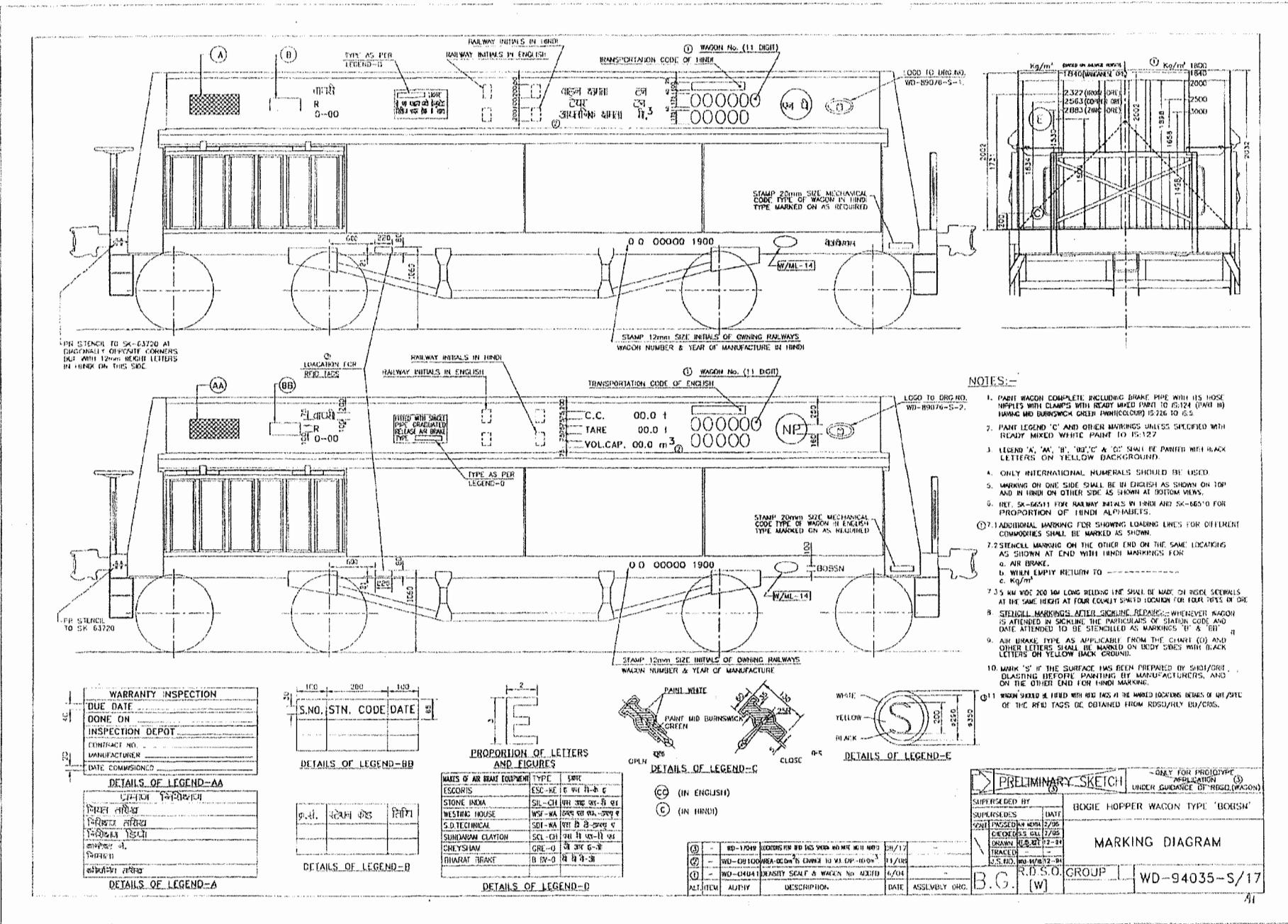






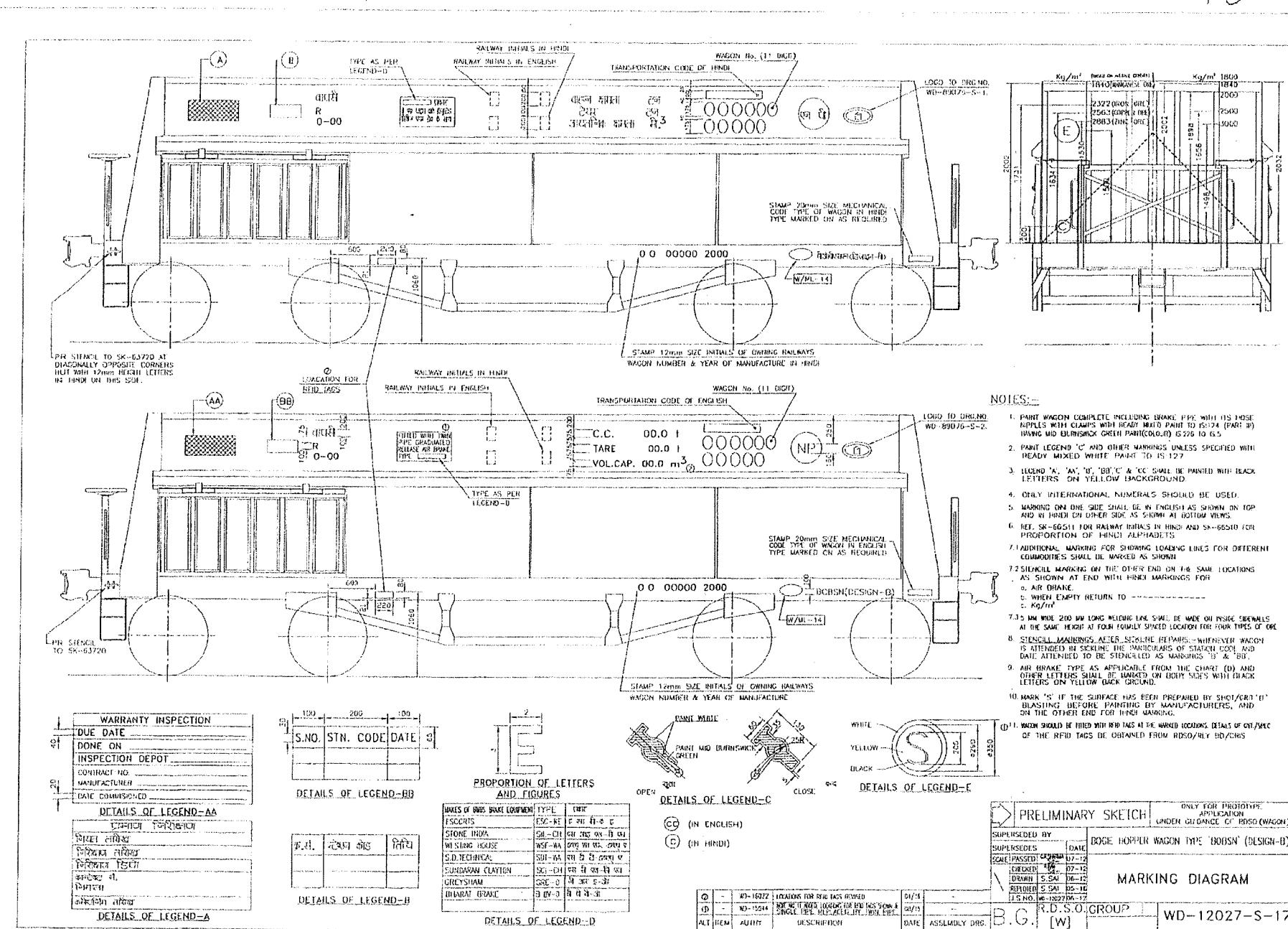


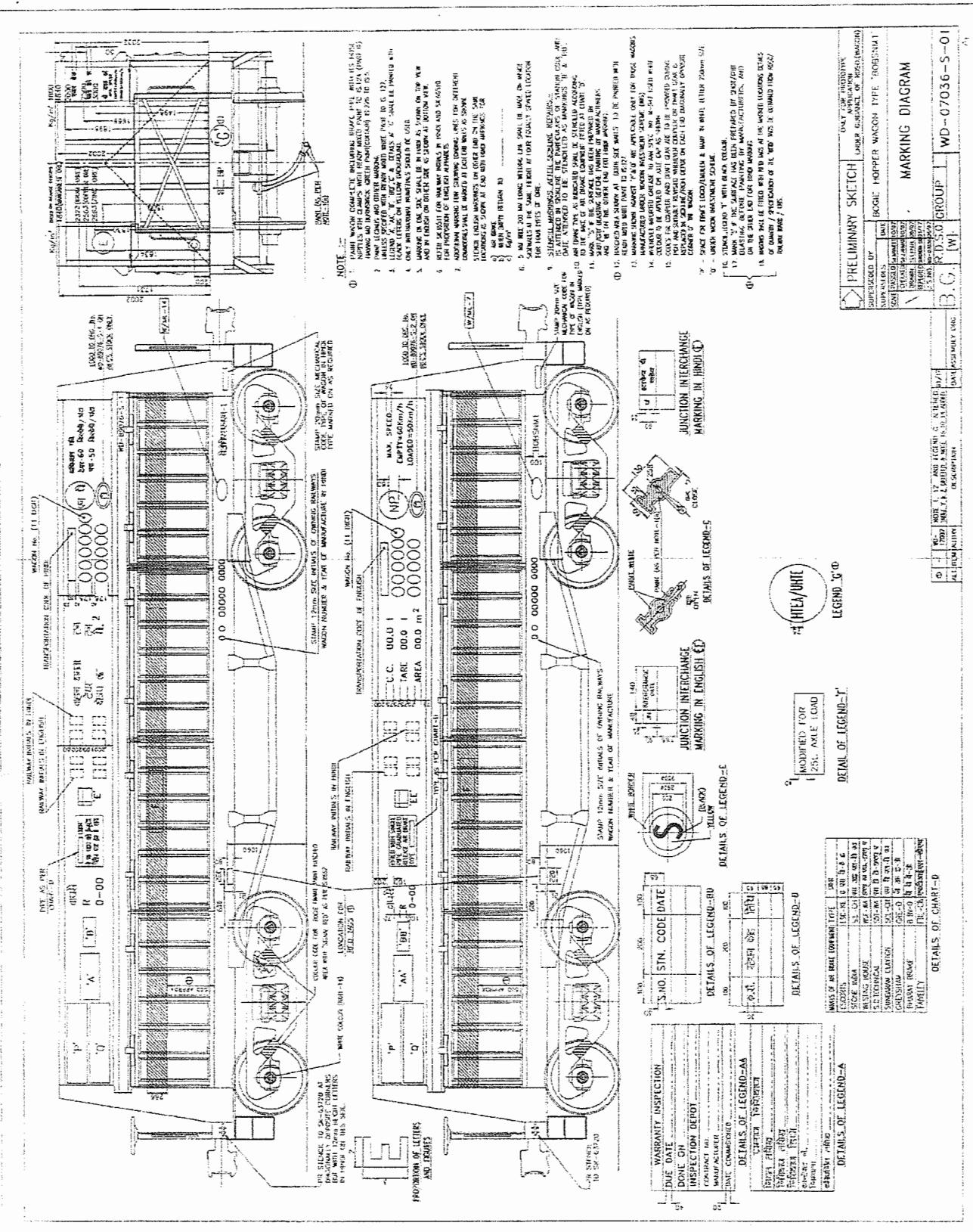




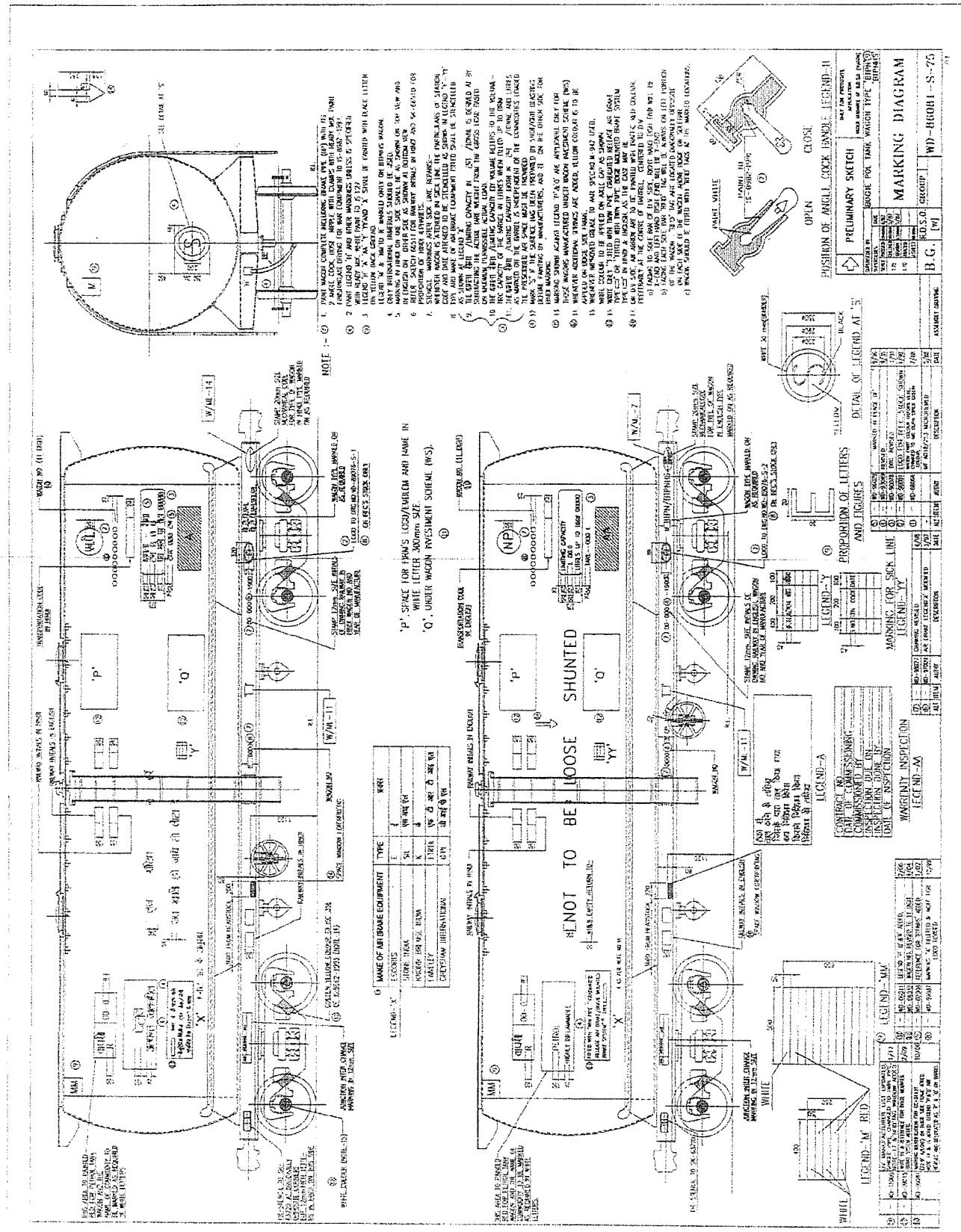
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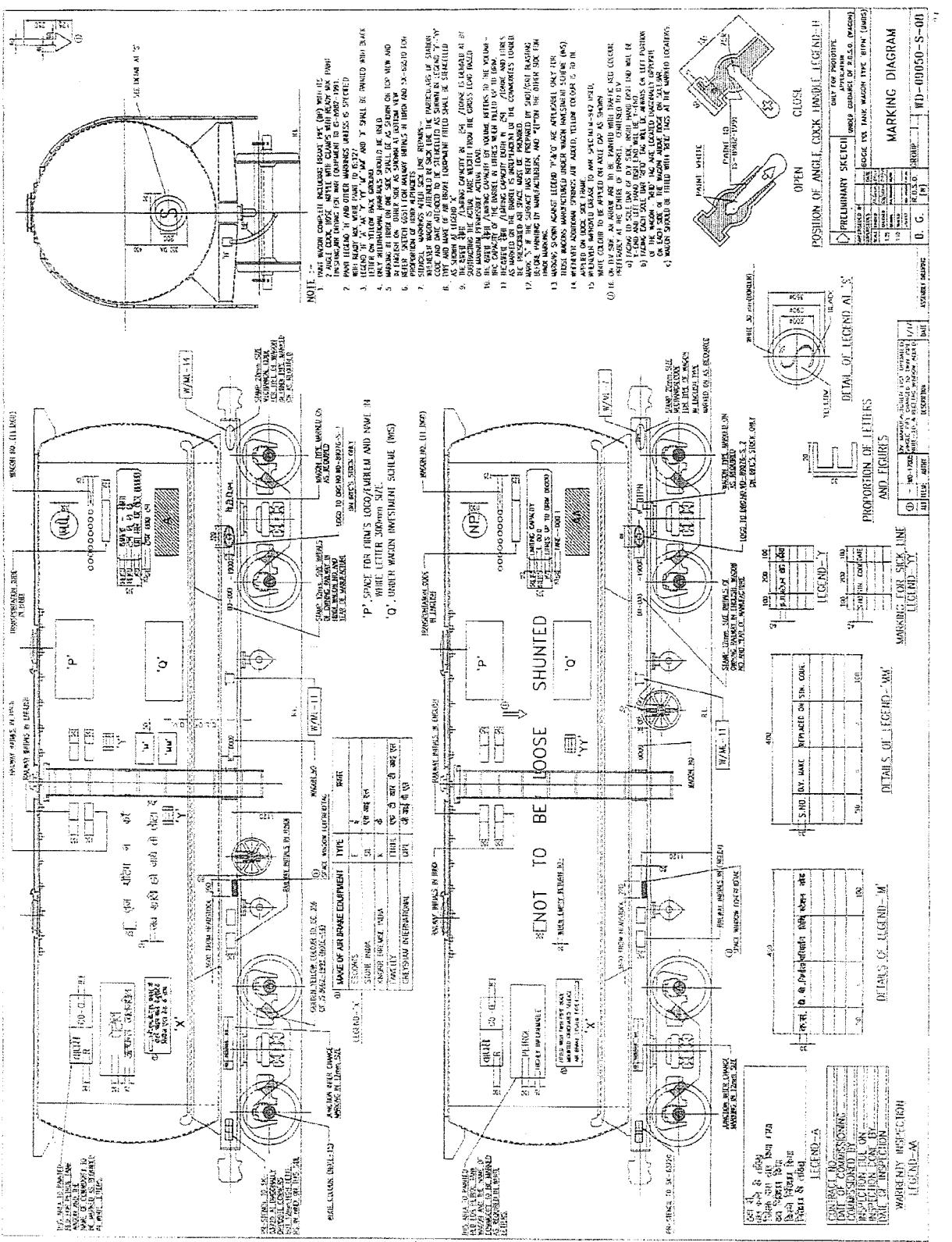
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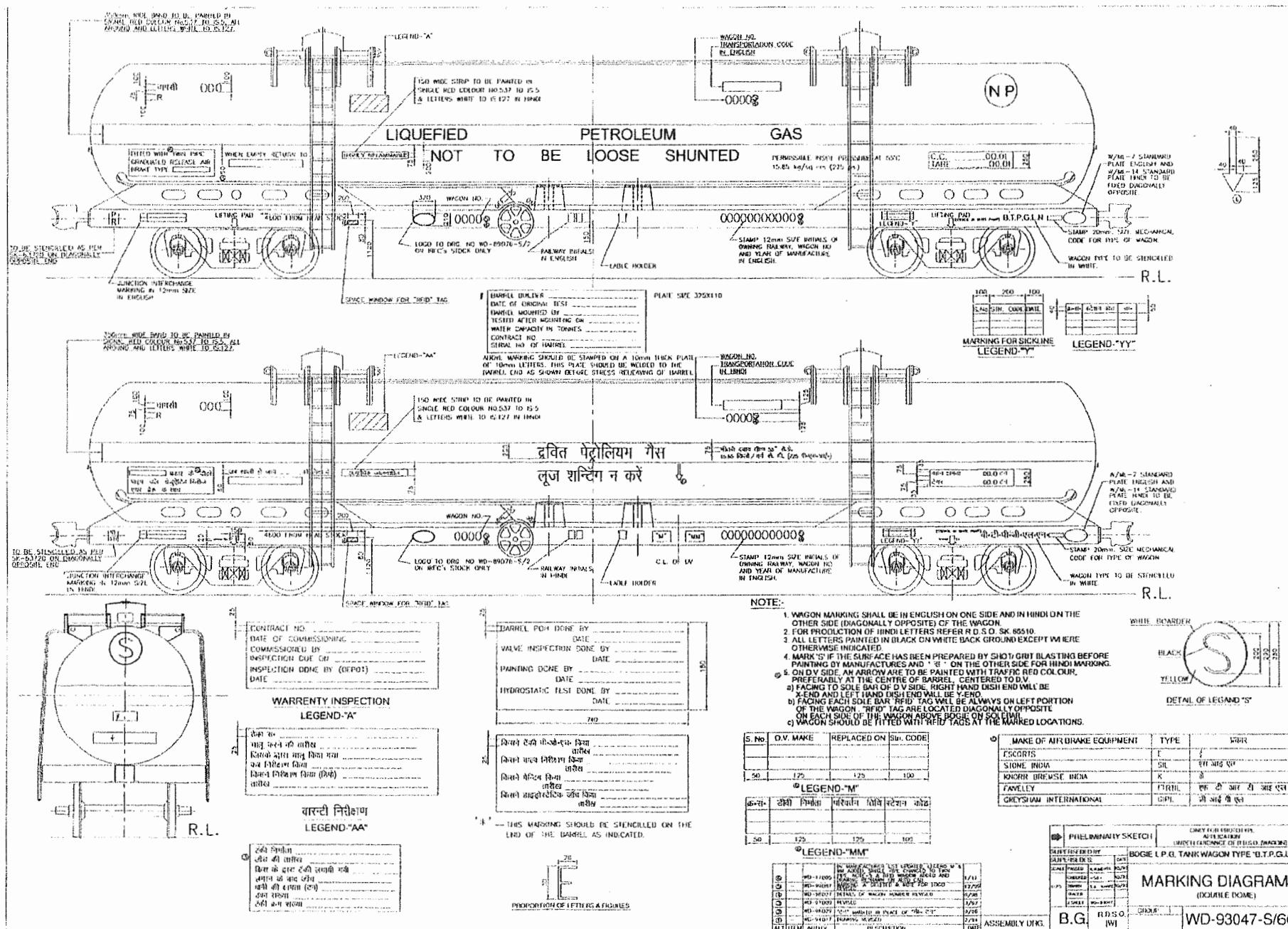


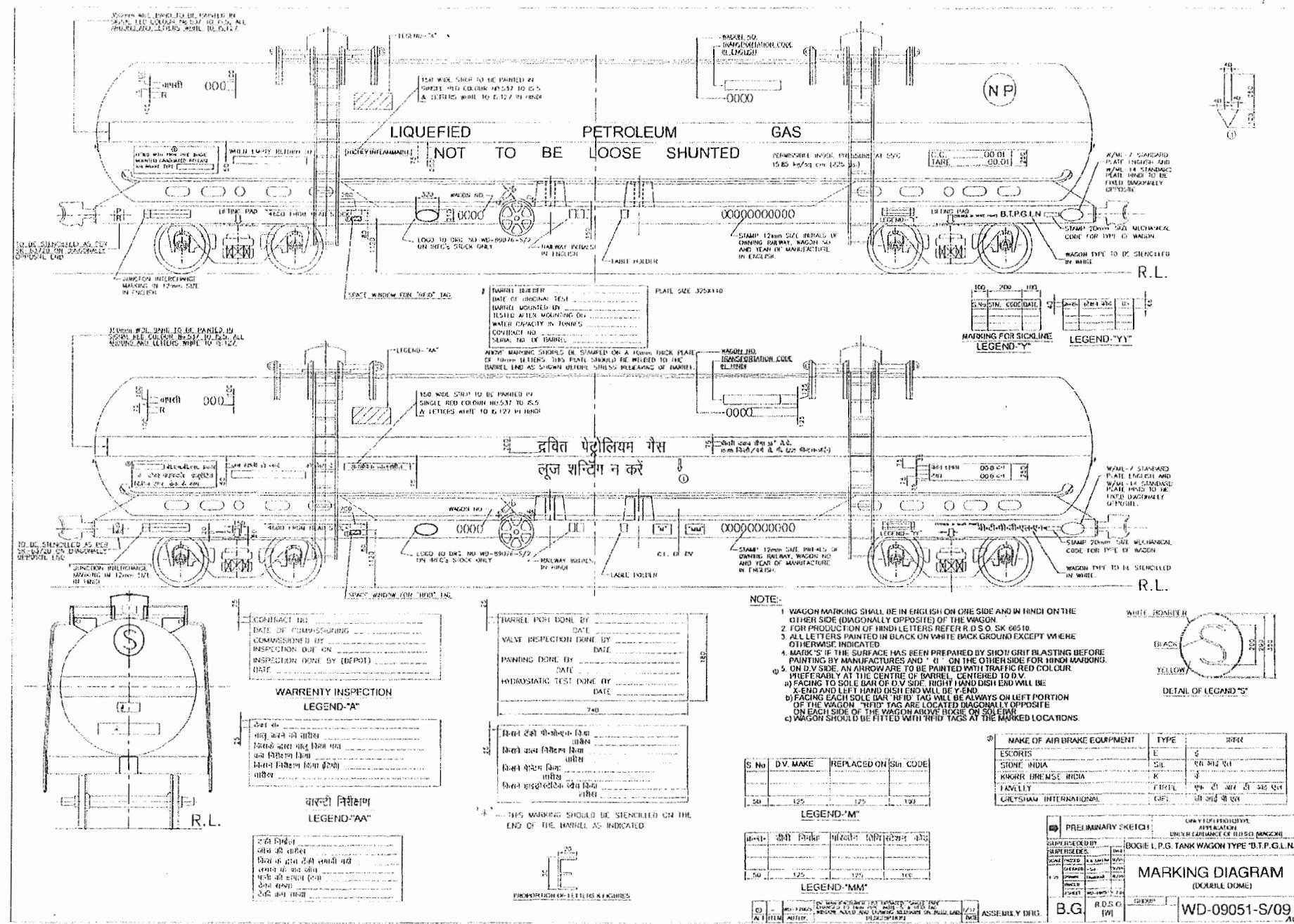






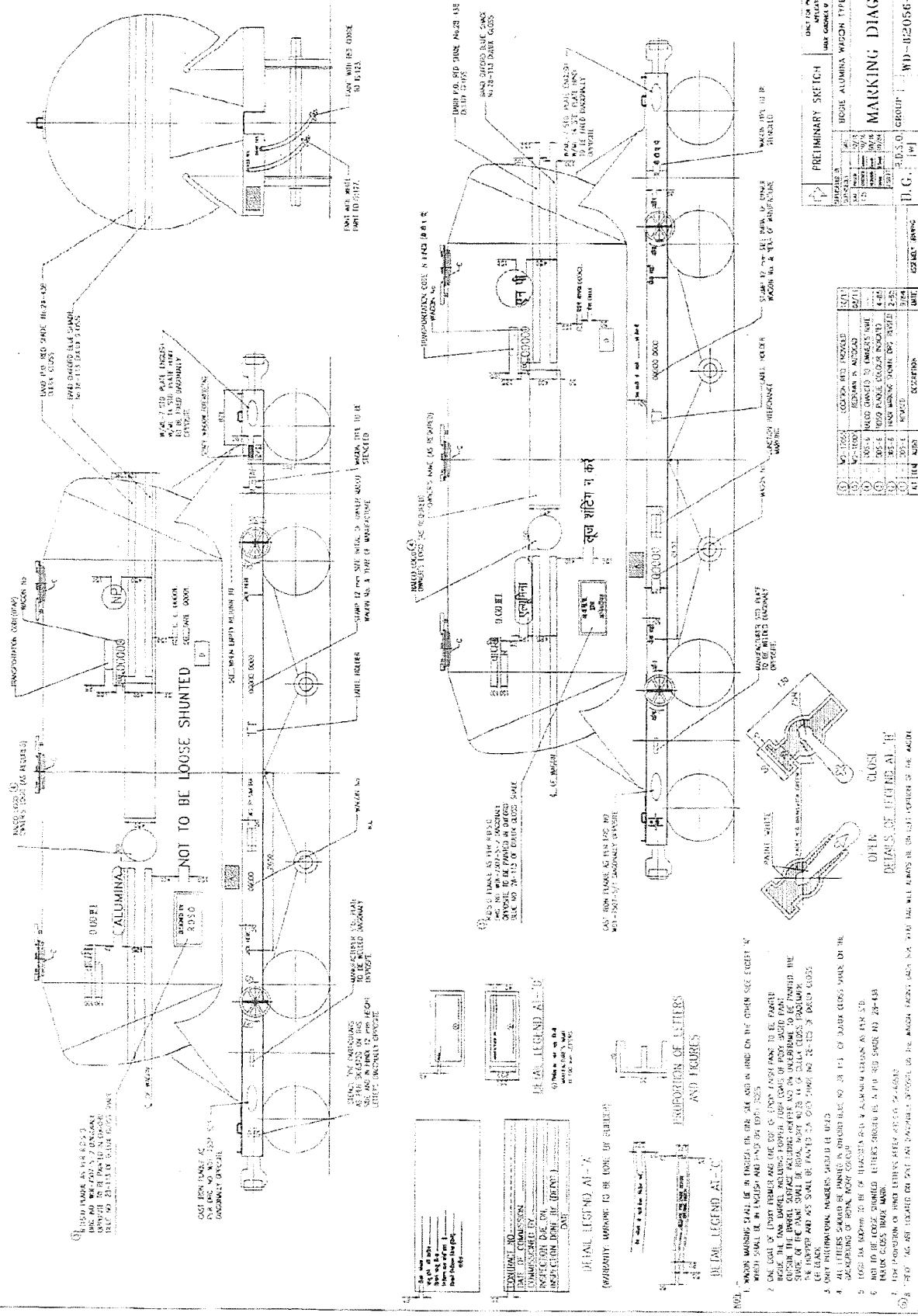






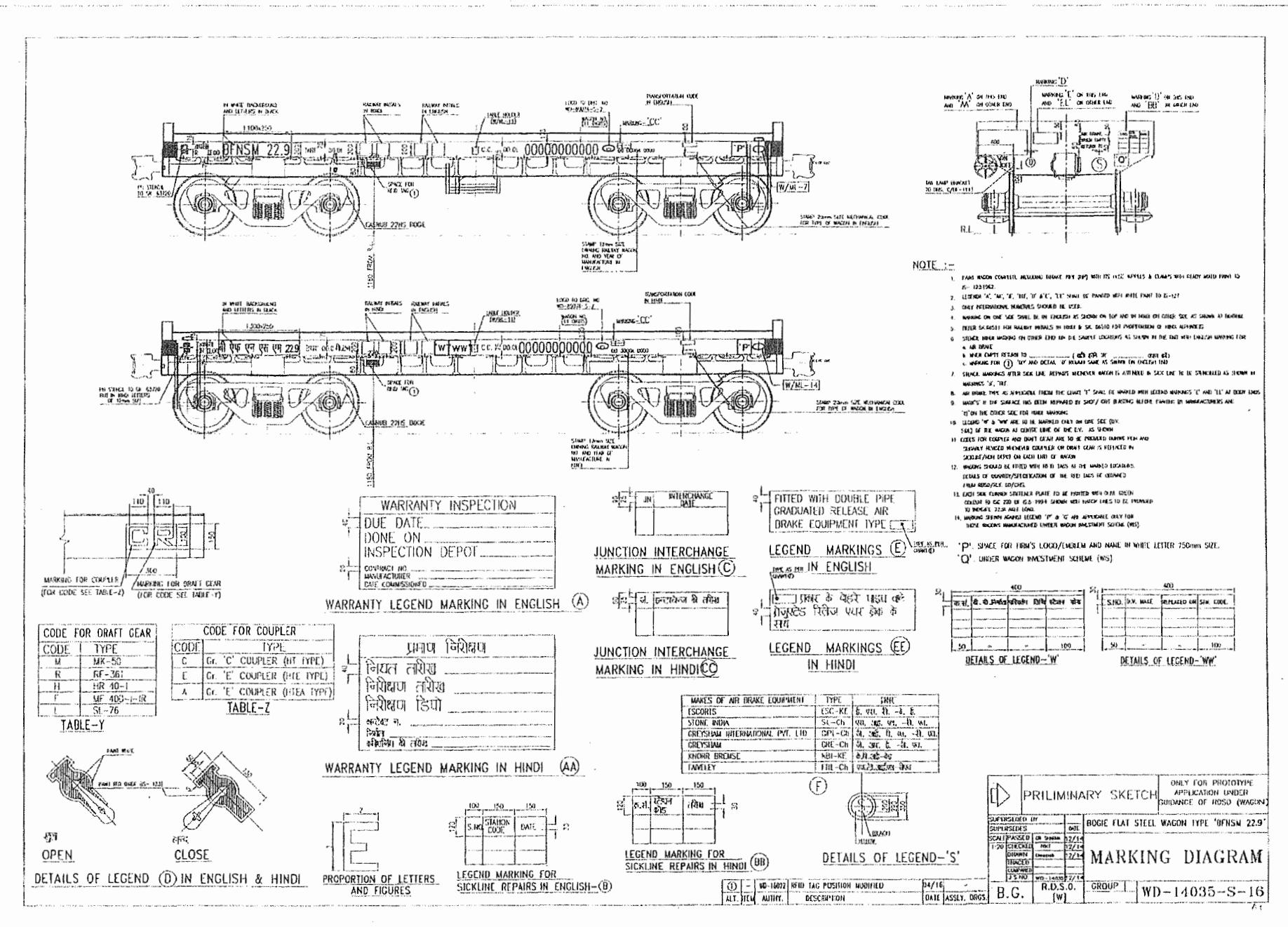


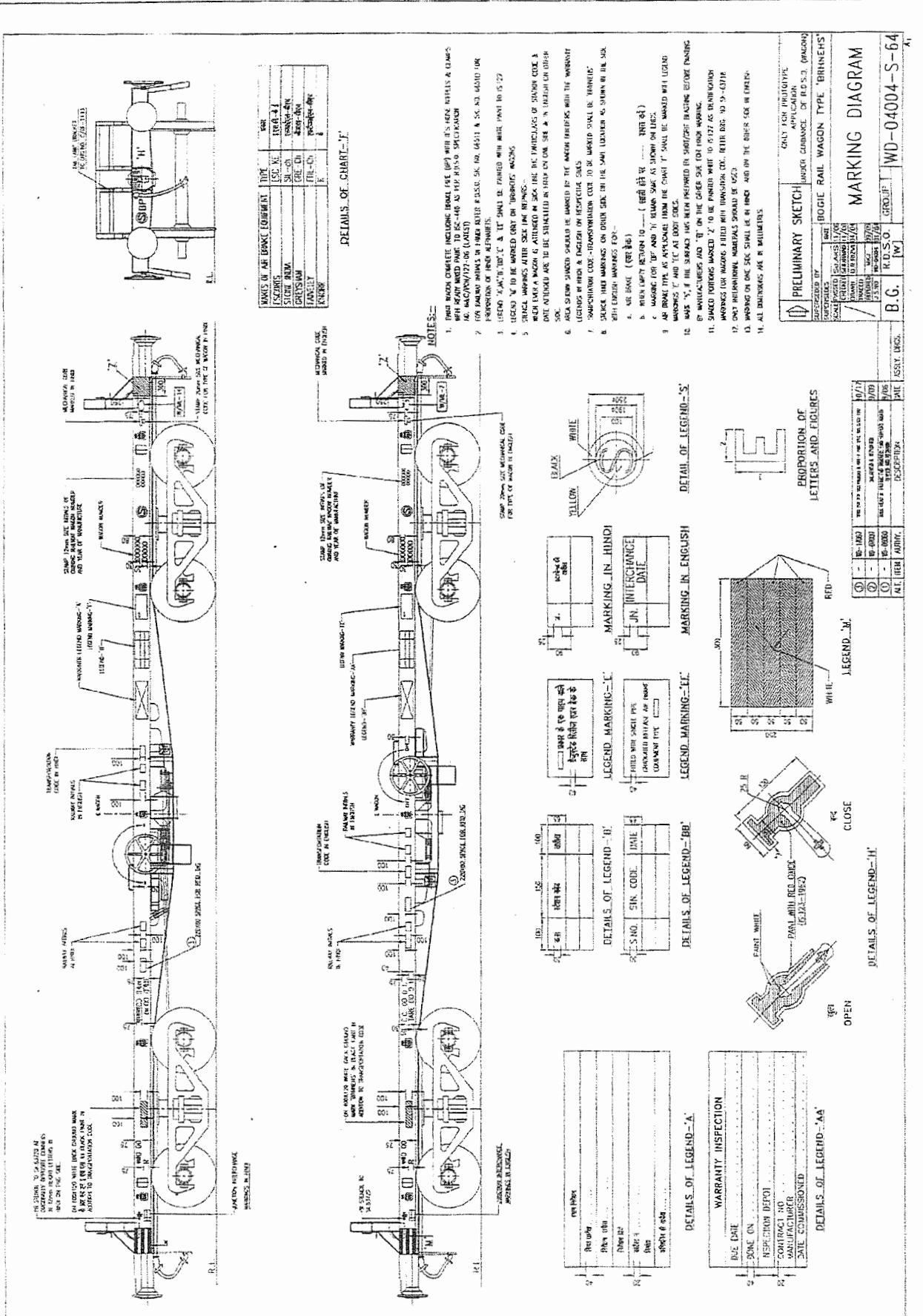
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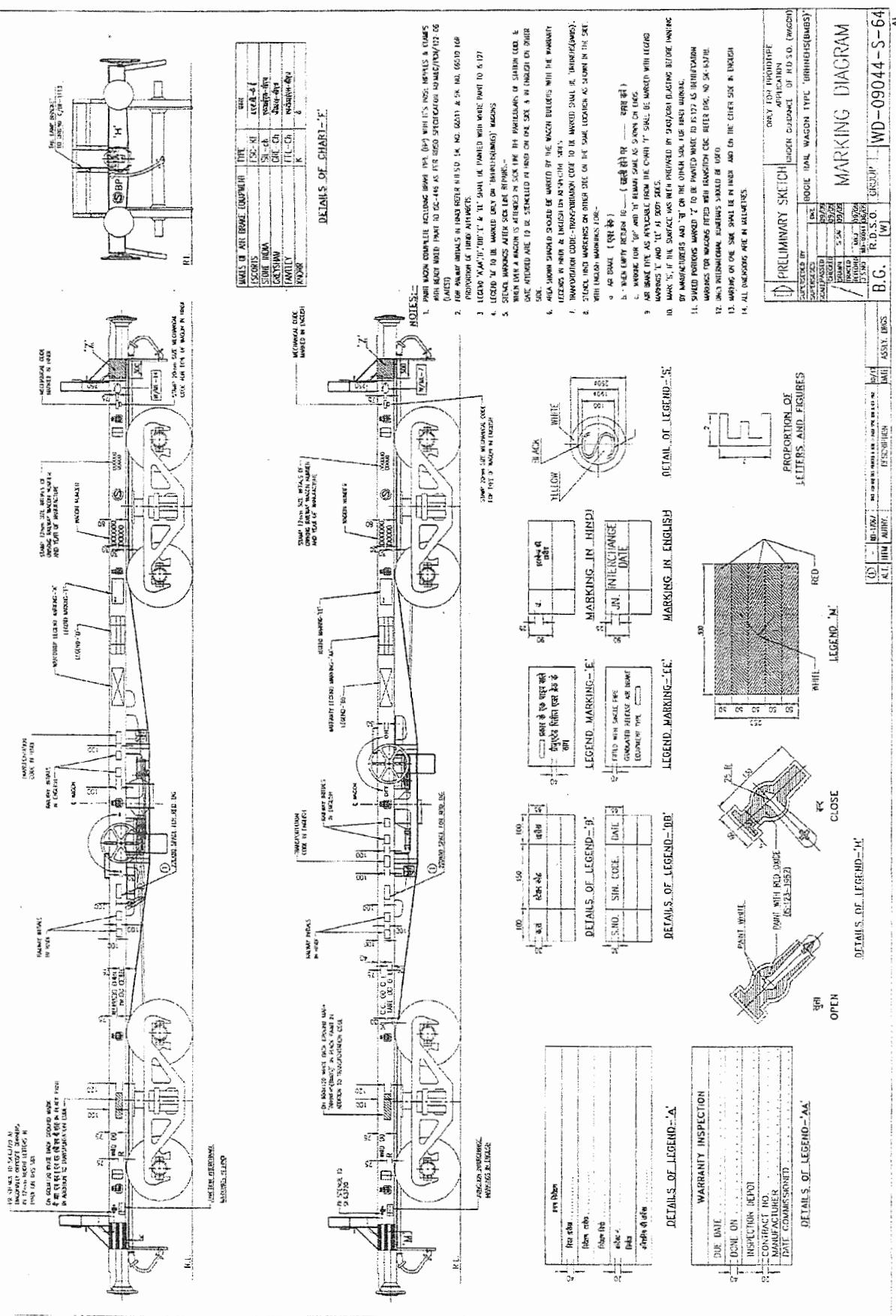


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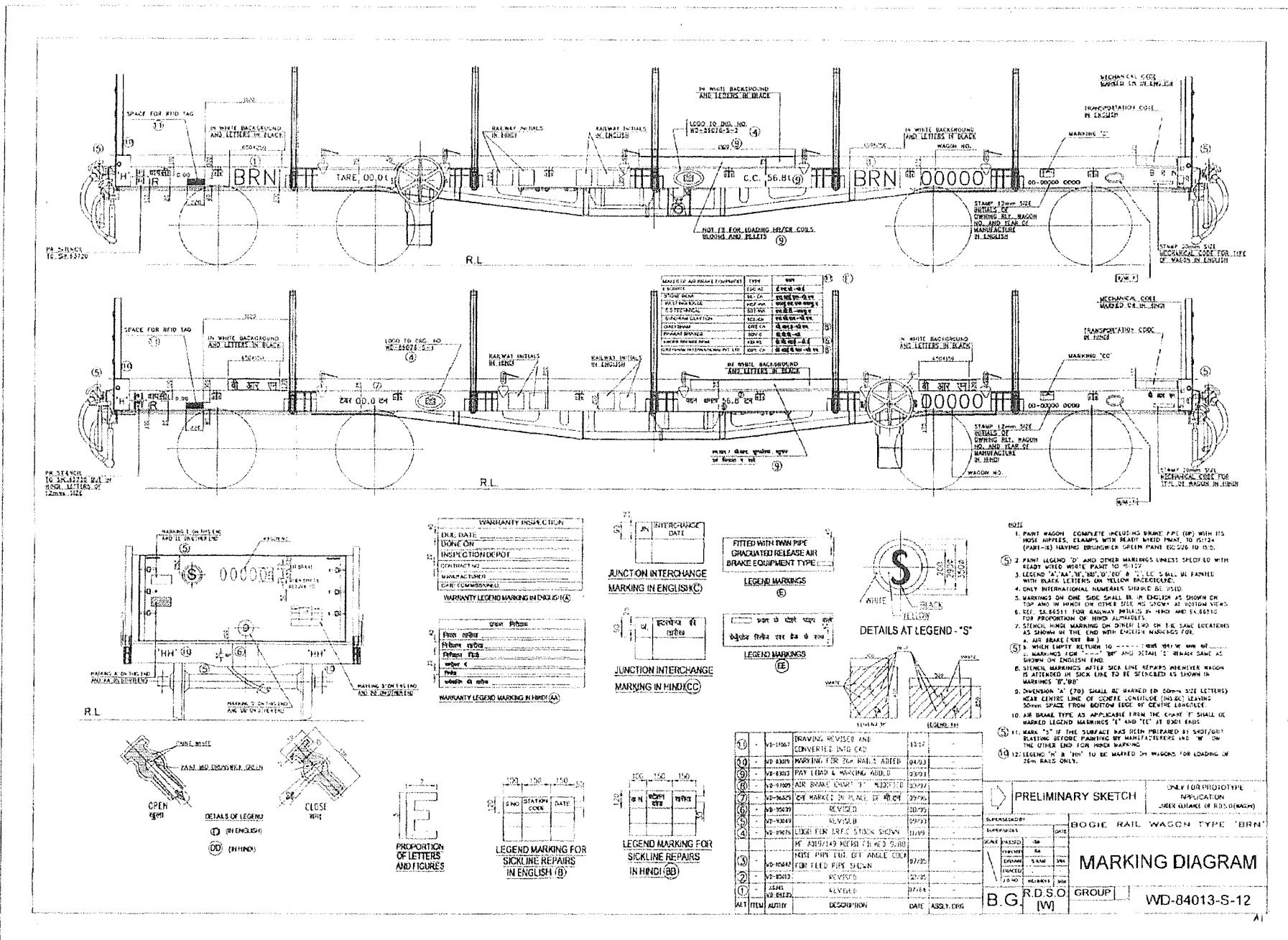


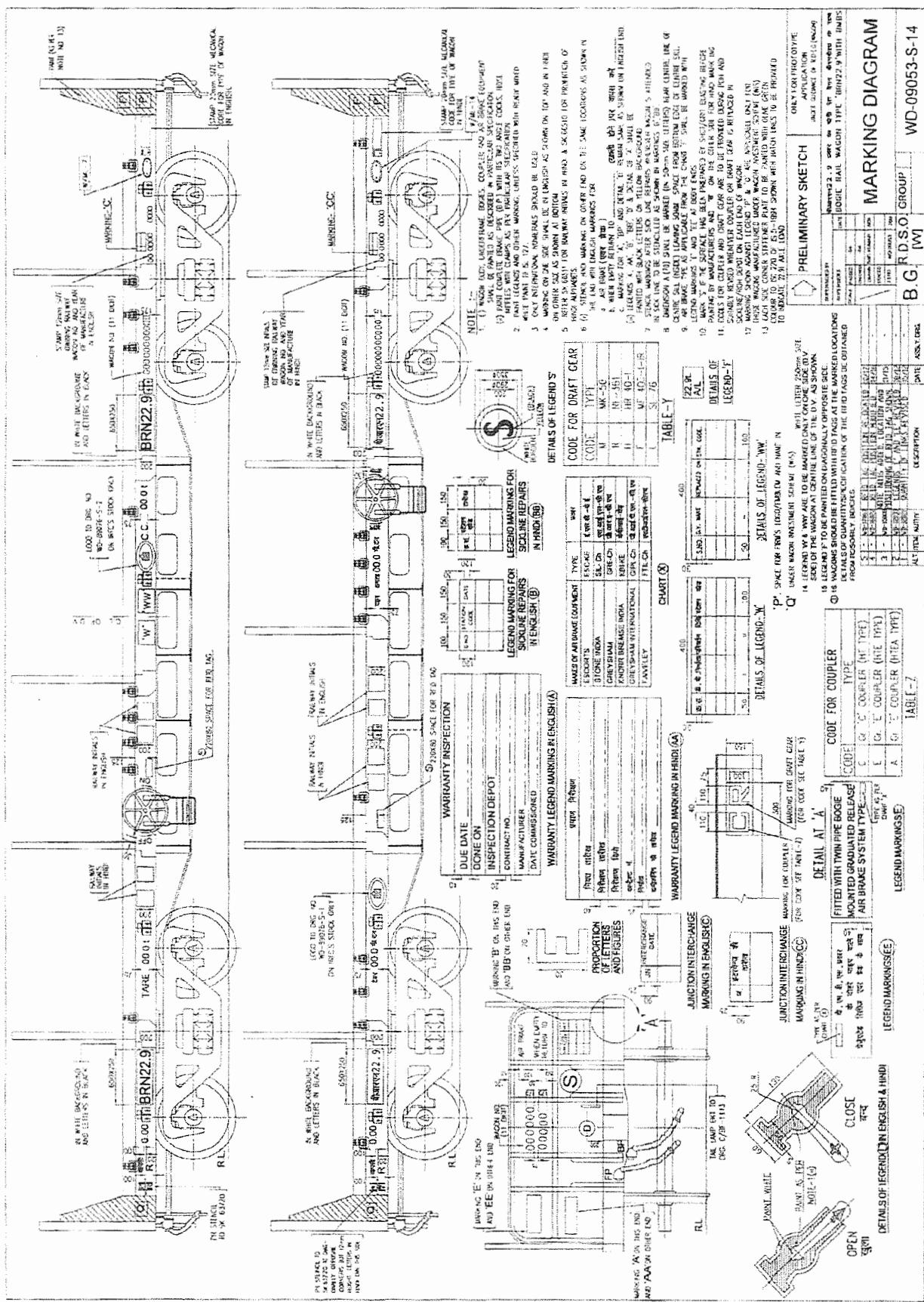


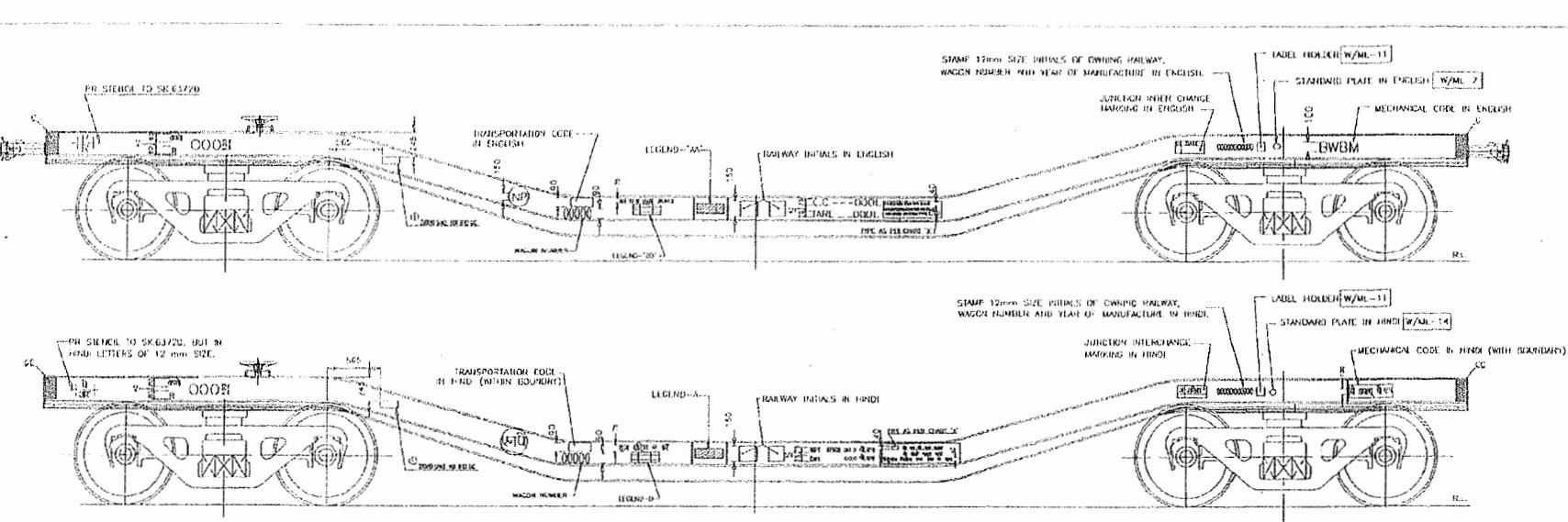






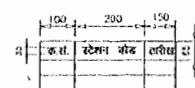
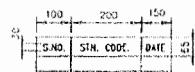




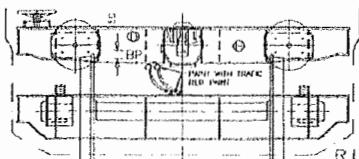


## NOTE:

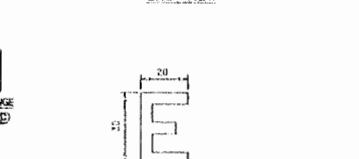
1. MARKINGS ON WAGON SHALL BE IN HINDI ON ONE SIDE AND IN ENGLISH ON THE OTHER SIDE.
2. FOR RAIL INITIALS IN HINDI REFER SK663/11 AND FOR ENGLISH REFER SK663/6.
3. PAINT MARKS RED COLOR AND LETTER WHITE.
4. AIR BRAKE SHOWN ON BODY SIDE SHOULD BE MARKED WITH LEGEND 'A' AND LEGEND 'B' ON HINDI AND ENGLISH MARKING AND RESPECTIVE QUANTITY MARKINGS TO BE PAINTED BY BUILDERS ONLY.
5. STENCIL MARKING AFTER SICK LINE REPAIRS:- WHICHEVER MARK IS ATTACHED IN SICK LINE, PARTICULAR OF STICKER CODE AND DATE ATTACHED TO IT SHOULD BE STENCILED IN HINDI/ENGLISH WITH LEGEND 'D' & 'E'.
6. PAINT DRUM PIPE (D9) WITH ITS TWO ANGLE CHUCKING NIPPLES WITH CLAMPS WITH REAR MARKED PAINT TO INCASE AS PER R.D.S.O. SPEC. MAC/EN/122-06 (LATEST).
7. ONLY INTERCHANGEABLE PARTS SHOULD BE USED.
8. (D) SICK LINE ENGLISH MARKINGS ON THE OTHER END ON THE SAME
- (E) AIR BRAKE
- (F) WHEEL SET REPAIRS
- (G) MARKING FOR 'D' HAVING HINDI SAME AS SHOWN ON HINDI END.
- (H) LEGEND 'WHEEL SET REPAIRS' ON 'H' END FOR HIGH TENSILE OR HIGH TENSILE COUPLERS
9. FOR MARKING OF CODE IN HINDI/ENGLISH REFER R.D.S.O. SENO 4600/254/436/21 RESPECTIVELY.
10. AIR BRAKE TYPE AS INDICATED SHALL BE STENCILED ACCORDING TO THE MAKE OF AIR BRAKE EQUIPMENTS Fitted AS PER QUANTITY REFER SK663/6.
11. SHADED PORTION 'C' TO BE PAINTED WHITE TO F1127 AS NOTED IN R.D.S.O. SK663/6.

DETAILS OF LEGEND-'B'  
(FOR SICK LINE REPAIR IN HINDI)DETAILS OF LEGEND-'B'  
(FOR SICK LINE REPAIR IN ENGLISH)DETAILS OF LEGEND-'H'  
(FOR SICK LINE REPAIR IN HINDI)

LEGEND-'D'



END VIEW



PROPORTION OF LETTERS &amp; FIGURES

NAME OF AIR BRAKE EQUIPMENT	TYPE	DATE
ISI TESTED	ISI-CT	2-10-08
STATE: INDIA	2-10-08	2-10-08
GRANTHAM INTERNATIONAL LTD. LTD.	GRIL-CH	2-10-08
GRANTHAM	GRIL-CH	2-10-08
INDIA: GRANTHAM	GRIL-CH	2-10-08
INVALID	GRIL-CH	2-10-08

CHART X

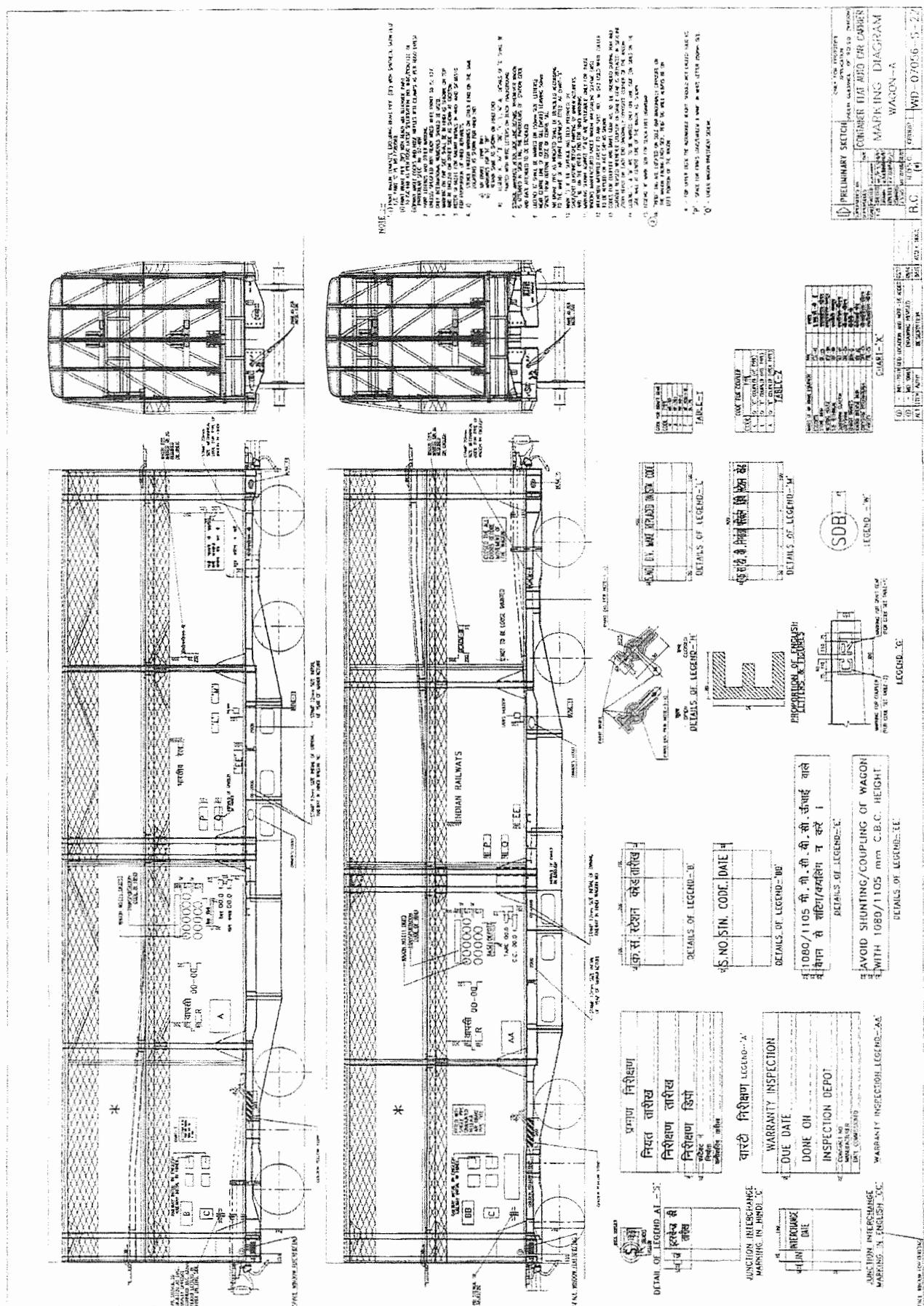
ALT. NO.	REF. NO.	REF. NO. FOR THE ASSISTED NO. FOR THE ASSISTED NO. OF PARTS	DESCRIPTION	DATE	ASSEMBLY NO.	B.G.	R.D.S.O.	GROUP	WD-15028-S-18
1	10-141								

PRELIMINARY SKETCH		DATE FOR PROTOTYPING APPLICATION UNDER GUIDANCE OF R.D.S.O. (WAGON)	
SUPERSEDED BY		DATE	BOGIE WELL BULLDOZER WAGON TYPE "BWBL"
SUPERSEDES			
SOFT PASSED			
CHECk			
DRAWN DRAWN	06/12		
TRADED			
LISTED	09-09-06/13		

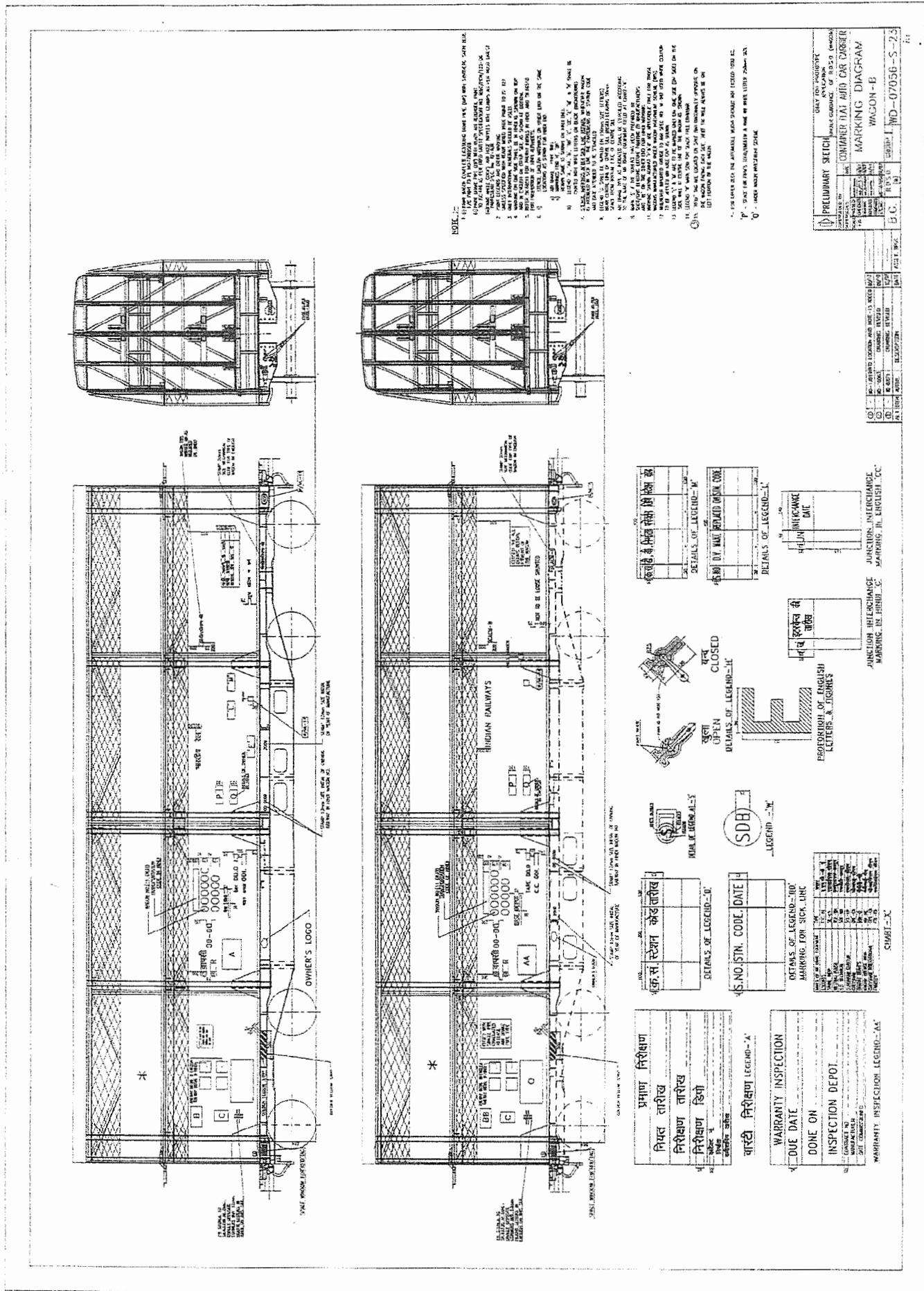
## MARKING DIAGRAM







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