

	GOVERNMENT OF INDIA भारत सरकार MINISTRY OF RAILWAYS रेल मंत्रालय PATIALA LOCOMOTIVE WORKS, PATIALA	Office of the PCMM Patiala-147003 (Punjab) Fax No.-175-2306420,2306264 Phone-0175-2396308
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No. S/PLW/E/PP/34/507

Dated: 29.01.2024

Sub: - Corrigendum-I to PLW IBD Document No PLWET/Bid doc R19.

The following Clauses have been Modified/Added/Deleted in the existing integrated Bid Document No **PLW-ET-Biddoc-R19** of PLW with immediate effect.

SN	PLW Bid Doc. R-19 Clause No.	Sub Clause No.	Modification / Addition/ Deletion	To be read as
1.	2.18 Handling of Warranty Rejections (As per Railway Board Letter No. 2002/RS(G)/779/7 (3390005) dated 17.10.2022 and Letter No. 2002/RS(G)/779/7 (E3390005) dated 26.10.2023)	2.18.2 A(v)	Modification	On getting “warranty rejection advice”, inspection agency shall take suitable action for any system improvements required to improve inspection process. Recovery of inspection charges from the concerned inspecting agency for the rejected item(s) shall be made by any Bill Paying Authority across IR only in case of Epidemic Failures after holding Joint Inspection when it is established that such rejection has taken place due to failure attributable to the Inspecting Agency as per its role under the Purchase Order. In such cases, after joint inspection, “Inspection Charges Recovery Advice” shall be issued by officer issuing “warranty rejection advice”. Claim for recovery of inspection charges against the concerned 3rd party inspecting agency (like RITES etc.) shall automatically get noted into “Centralized Recovery Register” maintained in IPAS on the basis of “ Inspection Charges Recovery Advice ”; which shall specifically mention the name of inspecting agency and rate of inspection charges on pro-rata basis for the quantity rejected. After recovery of inspection charges by any Bill Paying Authority, “Centralized Recovery Register” w.r.t. recovery of inspection charges to be automatically updated in IPAS to that extent so as to avoid multiple recoveries of inspection charges by different Railways and communicate the recovered amount to iMMS/ UDM.
2.		2.18.2 A(vi)	Deletion	Sub Clause No. 2.18.2 A(vi) of IBD/R-19 - DELETED
3.		2.18.2 A(viii) (c)	Addition	Sub Clause No. 2.18.2 A (viii) (c) is ADDED as “Item/equipment supplied against a particular warranty claim should be used to close that warranty claim only. Any alternate use of the material can be done only with the written consent of the firm.”
4.		2.18.2 A(ix)	Modification	Replaced/rectified material shall have warranty for the replaced/rectified goods till the original warranty period plus the time from the warranty rejection advice to material replacement/rectification. Record for the same shall be maintained by the system.
5.		2.18.2 A(x)	Modification	Vendor would be permitted to lift the rejected material (subject to clause 2(A)(vii) above) “free of cost” within the period mentioned in Para 2(A)(iii) above (i.e. 60 days from the date of Warranty Rejection Advice). After this time, ground rent shall be applicable. In cases where firm fails to lift the warranty rejected material within the time period mentioned in Para 3203 of IRS Conditions of Contract (i.e. 3 months from the date of issue of warranty rejection advice by the gazetted officer), at the expiry of the period, no claim whatsoever shall lie against the purchaser in respect of the said goods, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of goods' and 'failure' and 'termination' add and Clause 3100-02 shall apply. However, in case the material under warranty rejection is not lying in Railway premises but is running online or being actively used by Railways, this clause shall not be applicable.

6.		2.18.2 A(xi)	Modification	In case disposal/closure/settlement of the Warranty Rejection Advice is not done by firm within the period of 60 days, Recovery Advice of equivalent amount of rejected material for which Warranty Claim has not been disposed/closed/settled shall be automatically sent from iMMS/UDM (depending upon from where Warranty Rejection Advice has been issued) to IPAS and the "Centralized Recovery Register" of IPAS shall be automatically updated for recovery. Any Bill Paying Authority across IR shall recover the amount mentioned in "Centralized Recovery Register" from firm's Bill(s), if any. Paying Authorities should not delay the recovery and ensure recovery expeditiously. Even if the payable amount against a Bill are not enough for the full recovery against a Warranty Claim, the Paying Authority should proceed with partial recovery to the extent of payable amount against that Bill and balance recovery amount will remain in the "Centralized Recovery Register" for further recoveries from other Bill(s). After recovery, the "Centralized Recovery Register" should be automatically updated immediately to avoid multiple recoveries by different Railways and communicate the recovered amount to IMMS/ UDM.
7.		2.18.2 A(xii)	Modification	<p>(a) Generally, there should not be any cases where warranty rejection is not disposed/ settled/closed by the vendor within a period of 60 days. R-Note/CRN should be promptly issued in such cases within 60 days period only. Even if warranty is closed/disposed/settled at the fag end of 60 day period, efforts should be made to issue R-Note/CRN within 60 days period only so that no recovery is done.</p> <p>(b) Once recovery has been made by Accounts or the recovery amount has been deposited by vendor, replacement/rectification/re-inspection of the warranty rejected quantity should not be allowed after period of 60 days from date of issue of warranty rejection advice. While receiving fresh replacement supplies/allowing Re-inspection/ Rectification by vendor against Warranty Rejection Advice after the period of 60 days, user in IMMS/UDM must ensure that these activities are allowed only to the extant the Claim amount has not been recovered by Railways. Once recovery of the warranty claim amount is made in IPAS/deposition by the firm, user will not be allowed to initiate process of receipt of fresh replacement supplies / Re-inspection / Rectification to the extent recovery of the Warranty Claim amount has been completed in IPAS/deposited by firm against Warranty Rejection Advice.</p> <p>(c) However, cases where due to extreme urgency affecting out-turn, operation etc it is in Railways' own interest to allow replacement/rectification/re-inspection after a period of 60 days from issue of warranty rejection advice, it may be permitted with the approval of SAG level officer of the officer issuing warranty rejection advice. In such cases "Recovery Refund Letter" should be issued by minimum JA Grade Officer of the office issuing Warranty Rejection Advice to the extent permission is granted and warranty rejection is disposed/settled/closed by the vendor. However, ground rent as per clause 2(A) (ix) above shall be applicable in such cases also.</p> <p>(d) "Recovery Refund Letter" shall also be issued by minimum JA Grade Officer of the office issuing Warranty Rejection Advice in the following cases:</p> <ol style="list-style-type: none"> i. If warranty is closed/disposed/settled within 60 day period and R-Note/CRN is issued after 60 day period ii. Amount deposited by vendor before recovery but details of such deposit entered by user after recovery; iii. Warranty rejection advice withdrawn altogether after recovery; and iv. In other instances like court/arbitration judgment/order, etc. after recovery. v. cases where, in spite of issue of warranty rejection advice, the item under warranty rejection has been actively running online or being actively used by Railways due to practical considerations. However, firm should be advised to close the warranty as early as possible. In the normal course, such situations should not arise and should be exception only. <p>(e) The vendor may submit his supplementary bill on the basis of "Recovery Refund Letter" to the concerned paying authority which has deducted the refundable amount online or offline depending upon the case whether the bill against which recovery has been made was submitted online or offline.</p> <p>(f) IPAS shall pass on information of such refunds against recovery refund order and warranty rejection advice to IMMS/UDM so that this information can be made available to all stakeholders. Necessary checks and balances should be provided in</p>

				IPAS to ensure that vendor is not refunded a recovery amount more than recovery amount or the amount mentioned in recovery refund order. (g) However, if the recovery amount has been transferred by recovering railway to the Railway issuing warranty rejection advice, such information shall be passed on to all stakeholders by IPAS including to the vendor also to claim his refund. In such cases Supplementary bill shall be submitted to the railway where amount has been transferred.
8.		2.18.2 A(xiv) (a)	Addition	Sub Clause No. 2.18.2 A (xiv) (a) is ADDED as <i>“Warranty Rejection Advice (Claim) Withdrawal: In case Claim issued for incorrect quantity/value or issued on some other vendor incorrectly or when Warranty is not admissible due to any reason, warranty rejection claim shall be withdrawn and “Warranty Rejection Advice (Claim) Withdrawal Letter” by minimum JA Grade Officer of the office issuing Warranty Rejection Advice, shall be issued for withdrawal of Warranty Claim.”</i>
9.		2.18.2 A(xiv) (b)	Addition	Sub Clause No. 2.18.2 A (xiv) (b) is ADDED as <i>“The status of lodged warranty claims due to failures not admissible as warranty claim due to any reason must be reviewed by Zonal Railways (JAG level officer as per Para 6(i)) regularly for early resolution and withdrawal.”</i>
10.		2.18.2 A(xiv) (c)	Addition	Sub Clause No. 2.18.2 A (xiv) (c) is ADDED as <i>“Zonal Railways/PUs shall nominate a SAG level officer from each of the concerned user departments to regularly monitor the status of pending warranty claims, timely closure of warranty claims in cases where user has already confirmed the closure and disputed warranty rejection cases and ensure that these disputes are decided timely.”</i>
11.	2.8 Payment Terms	2.8.2	Modification	For PO having value above Rs. 5 lakhs also, normal payment terms will be 100% payment after receipt and acceptance of material by consignee however in PO having clause of pre-inspection by Third Party Inspection Agency (TPI) , 95% payment can be made against Inspection Certificate and proof of dispatch. Lorry receipt is not accepted as proof of dispatch and therefore in cases of dispatch of material by road, Proof of dispatch will be: Receipted Challan of the supplier duly certified by gazetted officer of consignee. However in cases of dispatch of material by Rail, clear and unqualified RR/PWB will be considered as the proof of dispatch. Balance 5% payment will be made on receipt and acceptance of stores (i.e. Receipt Note).
12.	2.9 Inspection Clause	2.9.6	Modification	The minimum value limit of Purchase Order [PO] for pre-inspection by Third Party Inspection Agency (TPI) is Rs. 5 lakhs. Below this value limit, inspection will normally be done by consignee on receipt of material, unless specified otherwise intender/contract.
13.		2.9.8	Addition	INSPECTION OF BOUGHT OUTS & CRITICAL RAW MATERIALS
		2.9.8.1	Addition	Inspecting Engineer of Inspecting Agency shall ensure that all the documents, i.e. Tax Invoice (priced or un-priced), Import documents (if any), Test certificates/WTC, Delivery Challan etc. of all the bought outs & Test certificates of critical raw materials, submitted by Principal firm or Sub-vendor at the time of inspection are original and relate to each other in all respects as per requirement of the purchase order to ensure that the Bought-Outs & critical raw materials have been genuinely procured from approved sources or as per PO. A copy of all such documents shall be uploaded & provided by the Inspecting Engineer along with the Inspection Certificate to PLW along with complete traceability records like Sr. No. /Make etc. Inspection Certificate issued without these documents will be considered as incomplete Inspection Certificate.
		2.9.8.2	Addition	Firm should provide all the above stated documents as required by the Inspecting Engineer of Inspecting Agency for verification and uploading by the Inspecting Engineer along with the Inspection Certificate. Bills of the firm will not be passed with incomplete Inspection Certificate issued without these documents.

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Distribution: All Stores Officers (Purchase & Depot), In-charges of all Purchase/General Sections (PS/UPCs)