

STORES/CENTRAL RLY  
TENDER DOCUMENT

Tender No: 62242503A

Closing Date/Time: 30/09/2024 11:30

**PRINCIPAL CHIEF MATERIALS MANAGER** acting for and on behalf of The President of India invites E-Tenders against Tender No **62242503A** Closing Date/Time 30/09/2024 11:30 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

1. NIT HEADER

Bidding type	Normal Tender	Template	Normal
Contract type	Goods	Contract Category	Expenditure
Tender No	62242503A	Tender Type	Limited - Indigenous
Evaluation Criteria	Itemwise/Consigneewise	Bidding System	Single Packet
Pre-Bid Conference Required	No	Pre-Bid Conference Date Time	Not Applicable
Tendering Section	62		
Inspection Agency	CONSIGNEE	Publishing Date / Time	05/09/2024 17:23
Bidding to be Done on	IREPS		
Procure From Approved Sources	Yes	Approving Agency	My Zonal Approved Sources
Closing Date Time	30/09/2024 11:30		
Validity of Offer ( Days)	60	Ranking Order for Bids	Lowest to Highest
Tender Doc. Cost (INR)	0.00	Earnest Money (INR)	0.00
Tender Title	PORTABLE OXYGEN CYLINDER 70-100 LTRS		

2. ITEM DETAILS

S.No.	PL Code (Group)	Item Type GST(Y/N)	Stock / NonStock	Ordering	Consider For Eval	Approving Agency	Inspection Agency	Currency Allowed	Estimated Rate
1	82220004	Goods (Y)	Stock	---	Yes		CONSIGNEE	INR	
	<b>Description</b> :PORTABLE OXYGEN CYLINDER 70-100 LTRS [Quantity Tolerance (+/-): 5 %age , Item Category : Normal , Total PO value variation Permitted: Max 8 lacs ]]								
Consignee		Divisional Rly Hospital Kalyan, CR			Maharashtra		34.00 Numbers		

3. T AND C

F.O.R

Description
Destination

Delivery Period

Description	Delivery /Completion	Rate of Supply
For all items	Completion : Within 60 Days	---

Payment Terms

S.No	Description
Payment Terms	
1	100% payment against receipt, inspection and acceptance of material by the consignee at destination.

Statutory Variation Clause

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S.No	Description
1	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.

**Option Clause**

S.No	Description
1	The purchaser shall be entitled to vary the order quantity upto + 30% anytime within the delivery period (including extended delivery period) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise + 30% option clause in one or more than one instalment as long as the total variation in quantity does not exceed the limit of 30% of ordered quantity.

**Standard Governing Conditions**

S.No	Description
1	IRS Conditions of Contract: The contract shall be governed by latest version (along with all correction slips) of IRS conditions of contract, and all other terms and conditions incorporated in the tender documents.

**4. ELIGIBILITY CONDITIONS**

**Special Eligibility Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	1.1 Firms or their authorised dealer approved by PCMD for the tendered item will only be considered. 1.2 The firm should quote only BRAND which is approved by Railway and should not be Generic or Branded Generic. 1.3.All vendors appearing in the approved vendor list of multiple vendor approving agencies for the same item shall be considered as approved source for all the Railways and PUs. 1.4.Revised instructions regarding payment of EMD & SD are attached as Annexure-1. 1.5 Firm should attach PCMD approved product list as the proof that the said product is appearing in the list. 1.6 The contract with the stockist or authorised importer will be remain valid till such authorization exist and in the event of discontinuation of authorization by the principal firm, the contract with the supplier will be deemed to, have terminated and fresh P.O. will be issued in favour of new supplier appointed by the principal. No confirmation from the distributor or supplier is necessary in these cases. 1.7 Offers of the firm suspected to have quoted in cartel are liable to be ignored for placement of order. The decision of railway administration in this regard will be final and binding. Firm shall submit following documents with their offer: A) Brochure of the offered product. B) Authority letter from the OEM. C) Snap shot of the product	Yes	Yes	Allowed (Optional)

**5. COMPLIANCE CONDITIONS**

**Check List**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	The Rate should be clearly mentioned for per unit basis and not for pack/strip.	No	No	Not Allowed

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2	MRP of offered brand to be mentioned in remarks column of the financial bid.	No	No	Not Allowed
3	Detail of authorised dealer submitted/ uploaded in the offer.	No	No	Not Allowed
4	The firm should certify that the brand quoted in the tender is the same as is marketed by it in the general market.	No	No	Not Allowed
5	Whether manufacturer unit registered with Railway.	No	No	Not Allowed
6	The bidder should confirms that Rates and other financial terms quoted in the relevant column of financial bid only be ruling terms for acceptance, and such terms quoted anywhere else should ignored. Denial of this condition not recommended.	No	No	Not Allowed

**Commercial-Compliance**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Allowed (Optional)

**Other Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Inspection by CONSIGNEE.	No	No	Not Allowed
2	Recovery of Liquidated Damage (LD) shall be levied @ 1/2% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of liquidated Damages in supply Contracts is 10 Percent of value of contract irrespective of delays, unless otherwise provided, specifically in the contract.	Yes	Yes	Allowed (Optional)
3	The remaining shelf life of the offered product should not be less than 80% of the total shelf life or it should not be older than 6 months from the date of manufacture (whichever is more) at the time of supply. In specific cases, CMD/CHD may relax this condition on case basis with the written undertaking by the manufacturing firm that the firm will replace unused quantity free of cost before the expiry date of that item with fresh batch. A strict watch has to be kept in all cases of such relaxation.	No	No	Not Allowed
4	Whenever drug samples on analysis are found to be not conforming to standards, the firms / suppliers are required to replace the whole batch free of cost with another batch to all the consignees, irrespective of whether the batch has been used completely / partially or not.	No	No	Not Allowed
5	Each strip/packet/bottle that contains the drug should have a printing/stamping with inedible ink as INDIAN RAILWAY NOT FOR SALE. Firms are advised to put their Holograms on their products/cartons. CMD's will have the discretion to modify this clause in cases wherever necessary.	No	No	Not Allowed
6	The change of manufacturing firms name after placement of PO is normally not done. Decision of Purchaser for contracts placed by him will be final in such cases. It can be done only if the new manufacturing firm is also registered with Railways and is the 3rd party manufacturer of the PO holder.	No	No	Not Allowed
7	Analysis report for each batch from manufacturer's own laboratory/Govt. recognized laboratory must accompany the consignment without fail on supply of each batch of medicine.	No	No	Not Allowed
8	The firm should furnish the following IN REMARK FILED while submitting the tender offer (a) DETAIL OFFER COMPOSTION.(b) MANUFACTURED BY (c)MARKED BY (d) MRP (e) NAME OF SUPPLIER AND ADDRESS.	No	No	Not Allowed

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9	All other Terms and Conditions as per IRS Conditions of contract and Important Terms and conditions. Document on IREPS website Goods and Services/Central Railway and additional revised conditions for EMD, SD, LD, etc attached with NIT.	Yes	Yes	Not Allowed
10	In case of the rates of items in P.O is more than Maximum retail price (MRP) mentioned in the packaging/ Product, consignee shall immediately write a letter to concerned purchase officer for issue of amendment for lower rates only after receipt of amendment, bill should be passed	Yes	Yes	Allowed (Optional)
11	Proper execution & completion of the contract is the sole responsibility of the firm participating in the tender, even if the supply is made through authorized distributor / supplier (as per firm's authorization in the tender offer).	No	No	Not Allowed
12	(1) Tenderer should furnish his GSTIN with copy of registration with his offer. (2) All bidders / tenders should ensure that they are GST compliant and their quoted tax structure / rates are as per GST Law. (3) Successful tender should submit an undertaking that he will pay GST Collected from Railway within due date and upload the payment details in GSTIN to enable Railway (purchaser) to obtain input tax credit. (4) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, The railway shall deduct the applicable GST from His/their bills under reverse charge Mechanism (RCM) and deposit the same to the concerned tax authority. (5) The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number. (6) Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder. (7) Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the purchase order; payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed.(8) Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.	Yes	Yes	Allowed (Optional)
13	This Railway reserves the right to cancel the purchase order if the firm does not supply the product within expiry of delivery period.	No	No	Not Allowed
14	In case of road delivery, the date of delivery at destination (consignee's end) shall only be treated as delivery date irrespective of F.O.R. / F.O.T. condition mentioned elsewhere in the contract / tender.	No	No	Not Allowed
15	Submission of proof of performance: As per para 4.8 of Instructions for guidance of contractor is applicable	No	No	Not Allowed
16	NEFT/RTGS Payment: Para 17.0 of revised special conditions applicable.	No	No	Not Allowed
17	Tenderer are advised that in all purchase below Rs.5 lakh the Std. payment term will be 100 percent on Receipt Note. Offers making for any other terms are liable to be rejected and no complaint will be entertained.	No	No	Not Allowed
18	Payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed.	No	No	Not Allowed
19	Name and address of Distributor if any.	No	No	Not Allowed
20	Name and address of Manufacturer.	No	No	Not Allowed
21	Brand, Pack size, composition, MRP and HSN code of the Product.	No	No	Not Allowed
22	Product offered by the firm should be available in open retail market for sale by same brand name and one product sample or/outer paper package or/label from injection vial (as applicable) must be submitted with the tender. (For imported medicines photocopy of product packing is sufficient if it contains detailed information). Brand name, detailed composition and name of the manufacturer of the offered brand must be mentioned.	No	No	Not Allowed
23	Risk Purchase condition will not be applicable.	No	No	Not Allowed

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24	Tenderers are advised to ensure that the materials are invariably stamped with manufacturers name, month and year of manufacturer as may be detailed in the drawing / specification of the material, so that warranty can be correctly acted upon.	Yes	Yes	Allowed (Optional)
25	Tenderer must quote FOR destination rates, movement by road only, clearly indicating the transport charges / freight element separately. Tenderer not accepting the term are likely to be passed over without any further references to the firm.	Yes	Yes	Allowed (Optional)
26	Collection of non-biodegradable solid waste after successful delivery of the product/material from consignee place will be arranged by the supplier.	Yes	Yes	Allowed (Optional)
27	Offers of the firms suspected to have quoted in cartel are liable to be ignored for placement of order. The decision of railway administration in this regard will be final and binding.	No	No	Not Allowed
28	MRP of the offered brand must be mentioned in the remark column of the financial bid. Copy of strip shall be attached	Yes	Yes	Allowed (Optional)
29	Brand name, detailed composition and name of the manufacturer of the offered brand must be mentioned. Except imported products, only the brands manufactured by one of the units of the firm inspected and approved by Railways are acceptable.	Yes	Yes	Allowed (Optional)
30	The firm will mention name(s) of specific stores of area where such drug is being sold in the open market. The consignee will undertake random 5% check to establish that the product quoted by the firm is actually available in the stores(s) mentioned by the firm. Further, if at the point of time of inspection such drug is not available in the Store(s) due to sale of available stock; the retailer will be asked to provide a copy of purchase memo/supply order of the product from the firm.	Yes	Yes	Allowed (Optional)
31	Quantity will be reviewed on the basis of number of units containing in strip/box which Should be quoted by the tender in the offer.	No	No	Not Allowed
32	KINDLY PROVIDE GST HSN code of the products bid against tender.	Yes	Yes	Allowed (Optional)
33	Manufacturer name manufacturer name initial, manufacturing month year must be available on the item in such away that performance of the item will not be effected. Offers of the firm suspected to have quoted in cartel are liable to be ignored for placement of order. The decision of railway administration in this regard will be final and binding. Firm to mention drug standard on the strip or preparation to comply with IP/USP/BP/EP standard. Drugs/Products origin should have a certification stating free from HIV, Hepatitis B ,Hepatitis C on preparations such as Human globulin.	Yes	Yes	Allowed (Optional)
34	PCMD appd panel list.	Yes	Yes	Allowed (Optional)
35	Brochure of the offered pdt.	Yes	Yes	Allowed (Optional)
36	Authority letter from the OEM.	Yes	Yes	Allowed (Optional)
37	Snap shot of the PDT.	Yes	Yes	Allowed (Optional)

**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Validity - Tender to quoted minimum 90 days validity of offers.	No	No	Not Allowed

**6. DOCUMENTS ATTACHED WITH TENDER**

S.No.	Document Name	Document Description
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1	3814469.pdf	TERMS AND CONDITIONS AUG.22
2	3826051.pdf	IRS CONDITIONS
3	3826043.pdf	ANNEXURE D

The tenderers in their bid shall indicate the details of their GST Jurisdictional Assessing Officers (Designation, Address & email id). In case of a contract award, a copy of Purchase Order shall be immediately forwarded by Purchaser to the GST Jurisdictional assessing officer mentioned in Tenderer's bid

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

**Digitally Signed By**

AMM/ETL ( MADHURAM GANESH )