1.0 GENERAL INSTRUCTIONS

1.1 On behalf of the President of India, the Controller of Stores, North Central Railway, Allahabad, India (hereinafter referred to as the Purchaser), acting through Dy. Chief Materials Manager, IRPMU, IRCOT complex, Shivaji Bridge (Behind Shankar Market), New Delhi – 110001, invites electronic tenders for the supply as set forth in the Notice Inviting Tender (NIT), ‘Techno Commercial Bid Details’ form and ‘Financial Rate Page for Supply’ form of the electronic tender uploaded on the Indian Railways E-Procurement System website (www.ireps.gov.in), herein after referred to as IREPS website. The tenders are invited in terms of ‘IRS Conditions of Contract’, ‘Instructions to Tenderers and General Conditions of Tender for Supply Contract’, and ‘Special Conditions of Contract’ uploaded on the IREPS website, and other conditions incorporated in the tender documents.

1.2 Electronic tender document consists of:-

   a. Latest version of IRS conditions of contract
   b. Instructions to Tenderers and General Conditions of Tender
   c. Special Conditions of Contract
   d. NIT and Tender Document
   e. ‘Submit Payment Details’ form
   f. ‘Techno Commercial Bid Details’ form, including attached documents, if any.
   g. ‘Financial Rate Page for Supply’ form.

1.3 The contract, if placed, shall be governed by latest versions (along with all corrections slips) of

   a. IRS Conditions of Contract
   b. Special Conditions of Contract
   c. Instructions to Tenderers & General Conditions of Tender

   All the above documents are available on the IREPS website (www.ireps.gov.in).

1.4 Registration of Vendors on IREPS website: In order to participate in the electronic tenders issued by North Central Railway, the vendors are required to obtain ‘Class-III Digital Signature Certificate with Company
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. The vendors will also have to get themselves registered on IREPS website (www.ireps.gov.in).

Vendors can submit their log in registration request on line 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. North Central Railway 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.

1.5 Offers received in the electronic tender box available in the IREPS website (www.ireps.gov.in) will only be considered against electronic tenders.

1.6 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.

1.7 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 conditions laid down in the documents referred to in Para 1.2 and 1.3 above, unless special deviation is quoted by the tenderer in the Technical deviation & Commercial Deviation templates in ‘Techno-commercial Bid Details’ form.

1.8 All mandatory fields in pre-designed templates of ‘Techno Commercial Bid Details’ form and ‘Financial Rate Page for Supply’ form marked with asterisk (*) shall be filled in by the tenderer.

1.9 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 for Supply’ form and attachments attached with the electronic tender.

1.10 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 -1 of this document, by attaching the deviation statement in PDF format in the Attach Documents template on ‘Techno-commercial Bid Details’ form. Tenderers may note that conditions deviating from the tender conditions/ description/specifications may render the offer liable to be ignored.

1.11 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 unresponsive and shall be summarily rejected.

1.12 **Currency of Offer:** The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.

1.13 **Validity of Offer:** The offer shall be kept valid for acceptance for a minimum period of 90 days (120 days for M&P items) from the date of opening of the tender. In case the tenderer stipulates validity period of less than 90 days (120 days for M&P items), the offer is liable to be treated as unresponsive and ignored.

1.14 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.

1.15 Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the North Central Railway, or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner be employed in Gazetted capacity in Stores Department of North Central Railway, the authority inviting tenders shall be informed of the fact by the tenderer at the time of submission of tenders, failing which the tender may be rejected, or if such fact subsequently comes to light the contract may be rescinded.

1.16 Railways have started making payments through NEFT system for quick money transfer to the tenderers account.

i. Tenderers must give their consent in the mandate form provided at Annexure- 6 of General Conditions of Tenders for Supply Contract, for receipt of payment through NEFT.

ii. In case of non-payment through NEFT or where NEFT facility is not available payment will be released through cheque.
2.0 QUALIFYING REQUIREMENTS OF TENDERERS

2.1 The tenderer shall clearly indicate whether he is registered with COS/North Central Railway for supplying the quoted item, and if so, he must mention his registration number along with monetary limit, if any, under remarks column in the ‘Financial Rate Page for Supply’ form. If the tenderer is registered with NSIC, he must also attach in the Attach Documents template on ‘Techno Commercial Bid Details’ form a scanned copy in PDF format, of valid NSIC certificate showing monetary limit and the items for which registered. In case the tenderer is approved by RCF/CLW/DLW/ICF/RDSO/CORE/DMW etc. for the quoted item, he must attach in the Attach Documents template on ‘Techno Commercial Bid Details’ form a scanned copy in PDF format of the registration/approval certificate.

2.2 If the tenderer is not registered with North Central Railway or NSIC, or is not an approved source for the tendered item with RDSO/DLW/CLW/ICF/RCF/CORE/DMW etc. he shall provide a satisfactory evidence acceptable to the Purchaser by attaching scanned copies of such documents in PDF format in the Attach Documents template on ‘Techno-commercial Bid Details’ form to show that:

a. He is an established manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;

b. He has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a copy of the report from a recognized bank or a financial institution;

c. He has adequate plant and manufacturing capacity to manufacture the items offered and supply within the delivery schedule offered by him;

d. He has established quality control system and organization to ensure that there is adequate quality control at all stages of the manufacturing process.

2.2.1 If the tenderer himself is not the manufacturer of the item offered by him, he shall be duly authorized by the manufacturer of such item. Such tenderers must enclose with their offer a certificate of authorization from the manufacturer, as per proforma given in Annexure- 4 of this document, to participate in the specific electronic tender being submitted.

2.2.2 The OEM/Authorized Dealers/Agents must comply the following conditions, failing which their offer(s) will be ignored:

(a) In a tender, either the authorized agent/dealer on behalf of the Principal/OEM or the Principal/OEM itself can bid but both cannot
bid simultaneously for the same item in the same tender.

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

2.3 For the purpose of Para 2.2 the tenderer should additionally attach:-

(a) A performance statement in the Performance Statement template on ‘Techno-commercial Bid Details’ form by entering a list of major supplies effected in the recent past, of the items offered by him, giving details of the purchaser's name and address, order no. and date, quantity supplied and whether the supply was made within the delivery schedule. Alternatively tenderers can also create such performance statement in PDF format separately as per the format given in Annexure-2, which can be attached in the Attach Documents template of ‘Techno-commercial Bid Details’ form.

(b) A statement in PDF format indicating details of equipment, staff employed and quality control measures, as per the format given in Annexure-3 of this document, attached in the Attach Documents template of ‘Techno-commercial Bid Details’ form.

2.4 Tenderers not furnishing the requisite information may note that their offer is liable to be ignored.

2.5 Procurement of Items reserved to be procured from approved sources -

2.5.1 Sources approved by Source Approving Authority (RDSO/DLW/CLW/ICF/CORE/RCF):

(i) The Railway reserves the right to order either the entire or the bulk quantity on the approved sources, and the offers of new entrants may be considered only for developmental order of small quantity. The status of approval of tenderer shall be reckoned as on the date of tender opening and not thereafter, unless it is a case of downgrading/removal/ suspension/banning.

(ii) If the tendering firm(s) is not approved by Source Approving Authority, then they must submit their credential details i.e. Machinery and Plant, Testing Facilities, QAP, Technical Manpower, etc. as an attachment to their E-bid. Offers from these firms may be considered for developmental orders up to a maximum of 20% of the net procurable quantity about whom Railway is prima facie satisfied that they are capable of executing the order and only after confirmation of their capacities/capabilities by Source Approving Authority.
Failure to furnish and attach such requisite credentials as mentioned above will make their offer liable to be ignored.

2.5.2 Procurement of materials from Micro & Small Enterprises (MSEs):

For items reserved from Micro & Small Enterprises (MSEs) the offers of MSEs registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of MSME, for the tendered item(s) will only be considered. MSEs registered with any one of the above agencies must attach (in the template - Attach Documents on “Techno-Commercial Bid Details form, a scanned copy in PDF format) their current & valid registration certificate for the tendered item along with their offer, failing which the offer is liable to be ignored.

3.0 BENEFITS/PREFERENTIAL TREATMENT TO MICRO & SMALL ENTERPRISES (MSEs)

(a) (i) Tender sets shall be provided free of cost to MSEs registered with agencies, as given at Para (b) below, for the item tendered.

(ii) MSEs registered with the agencies, as given at Para (b) below, for the item tendered will be exempted from payment of Earnest Money.

(iii) In tenders, participating MSEs, as given at Para (b) below, quoting a price within price band of L-1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than MSE and such MSEs can together be ordered up to 20% value out of the net procurable quantity.

(b) (I) MSEs, who are interested in availing themselves of these benefits, will enclose with their offer the proof of their being MSE 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

(II) The MSEs must also indicate the terminal validity date of their registration.
(III) The registration certificate should also include information about the status in regard to their category i.e. the ownership of MSE pertains to SC/ST/Other category clearly. Absence of any such information in the registration certificate would be taken as MSE failing in the category as “others”.

Failing b(I)&(II) above, such offers will be not liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

4.0 TENDER DOCUMENT COST

4.1 Tenderers are required to submit Tender Document Cost online only for the amount mentioned in the electronic tender, before submission of their offer, and failure to do so shall render the offer to be summarily rejected. Tenderers should also refrain from quoting remarks like “Tender document cost may be deducted from 1st bill of payment” or “Tender Document cost shall be submitted later” etc., as offers received with such stipulations shall be summarily rejected.

4.2 Tender document cost can be submitted through online Payment Gateway Facility like net banking, debit/credit cards etc. available on the IREPS website. Tender document cost shall be accepted only via online payment gateway as available on IREPS portal. No other mode of submission of Tender document cost is acceptable.

4.3 The tenderers exempted for deposit of tender document cost have to declare the same specifying the clause under which they are exempted. Firms registered with NSIC/MSE as specified in para-3(b)(I) for the items tendered are exempted from submission of tender document cost. Such tenderers shall choose the appropriate exemption category available on the Submit Payment details page. The tenderers shall thereafter digitally sign and submit the details by clicking the Sign & Submit button available on the page.

These tenderers shall also attach scanned copy of Current and Valid registration certificate issued by NSIC/MSE as specified in para-3(b)(I), along with the relevant annexure covering the tendered item in PDF format in support of their claim, in the template Attach Documents on, ‘Techno Commercial Bid Details’ form.

Offers of the tenderers who claim exemption from submission of Tender Document cost, but do not comply with the procedure described above shall be summarily rejected and ignored.

5.0 EARNEST MONEY

5.1 Tenderers are required to deposit Earnest Money online equivalent to the amount mentioned in the tender document. Tenderers not submitting Earnest Money should clearly indicate in their offer the reasons for the
same, and failure to do so will be taken as unwillingness on their part to deposit the Earnest Money.

5.2 Tenderer not falling in the exempted categories mentioned in the subsequent para shall remit the Earnest Money online through Payment Gateway Facility available on the IREPS website. Earnest money shall be accepted via online payment gateway as available on IREPS portal. No other mode of submission of Earnest money is acceptable.

5.2.1 Amount of EMD to be taken in Advertised tenders, wherever applicable, will be 2% of the estimated tender value subject to an upper limit of
a) Rs.5 Lakh for tenders valuing up to Rs. 10 Crores and
b) Rs.10 Lakhs for tenders valuing above Rs.10 Crores.

5.3. Exemption from Submission of Earnest Money: The under noted categories of tenderers need not deposit Earnest Money:-

a. Firms registered with MSE as specified in para-3(b)(I)/NSIC upto the monetary limit of their registration for the items tendered.

b. Firms registered with North Central Railway upto the monetary limit of their registration for the items tendered/trade groups of the items tendered.

c. Firms on approved list of RDSO, DLW, CLW, ICF, RCF, DMW, RWF, CORE and North Central Railway etc for the tendered item.

d. Manufacturers and their accredited agents, subject to a certificate of authorization from the manufacturer to participate in the specific electronic tender being submitted with the offer, as per proforma given in Annexure- 4.

e. Firms on approved list of DGS&D for the tendered item.

f. Other Railways, Government Departments.

5.3.1 The tenderers falling under any of the above listed exempted categories and claiming exemption will have to follow all of the following steps to avail the exemption from submission of Earnest Money:

a. 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 tenderers shall then choose the appropriate exemption category available under Submit EMD link on the Submit Payment details page. The tenderer shall thereafter digitally sign and submit the details by clicking the Sign & Submit button available on the page. Tenderers 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).

b. The tenderer will have to attach scanned copy of requisite document viz. the current and valid registration or approval certificate issued by NSIC/North Central Railway/RDSO/DLW/CLW/ICF/RCF/RWF/CORE etc for the tendered item or the tender specific authorization letter issued by the manufacturer in PDF format in the Attach Documents template on ‘Techno Commercial Bid Details’ form.

Offers of Tenderers who claim exemption but do not follow the above steps shall be treated as “Offers received without Earnest Money” and will be dealt with as per the existing guidelines.

The tenderers must note that if at any stage, it is found that any of the documents submitted by them are forged/incorrect, their offer shall be rejected; and in case purchase order has already been placed, the contract shall be liable to be rescinded including any other penal and legal action as deemed fit by the purchaser.

5.4 Offers of tenderers who do not submit Earnest Money, and are also not exempted from submission of Earnest Money are liable to be ignored. However, in deserving cases relaxation from payment of Earnest Money may be considered on merits, as per guidelines issued by Government of India from time to time.

5.5 The purchaser reserves the right to forfeit the Earnest Money Deposit if the tenderer withdraws or revises his offer within the validity period or fails to deposit Security Money in terms of Clause 6 of this document.

5.6 No interest shall be payable by the purchaser on the Earnest Money.

6.0 SECURITY DEPOSIT

6.1 The successful tenderers shall, within 14 days after written notice of acceptance of tender has been posted to him, deposit a sum equal to 10% of total value of stores for which tender has been accepted, as security for satisfactory fulfillment of the contract, subject to an upper ceiling of

a. Rs.10 lakhs for contracts valuing upto Rs.10 Crores and,
b. Rs.20 lakhs for contracts valuing above Rs.10 Crores

6.2 The Security money can be deposited in any of the following forms:

6.2.1 Deposit receipts, Pay orders, Demand Drafts, Guarantee Bonds issued by Nationalized or Scheduled Commercial Banks, Bonds of Indian Railway Finance Corporation and KRCL

6.2.2 Payment of Security money in the form of pay order/demand draft shall be made in favour of FA&CAO, IRPMU, North Central Railway, payable at New Delhi.

6.2.3 Security deposit shall remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier.

6.3 Security deposit for due fulfillment of contract for supply of stores will not be taken from:-

a. Firms registered with NSIC upto the monetary limit of their registration for the items ordered
b. Firms registered with North Central Railway upto the monetary limit of their registration for the items ordered/trade groups of the items ordered.
c. Firms on approved list of RDSO, DLW, CLW, ICF, RCF, DMW, RWF, CORE and North Central Railway for the ordered item.
d. Other Railways, Government Departments.

Tenderers seeking waiver of Security Deposit on this ground shall have to submit requisite valid documentary evidence.

6.3.1 However, for items categorized by North Central Railway as Safety Items in the tender documents (and the decision of North Central Railway in this regard shall be final and binding), successful tenderers irrespective of their approval/registration with NSIC, RDSO, DLW, CLW, ICF, RCF, DMW, RWF, CORE, North Central Railway or other zonal railways shall be required to submit Security Money as per Clause 6.1 above.

6.4 Tenderers submitting Security Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection/return 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. The non-judicial stamp paper used for executing the Bank Guarantee should have been purchased in the name of executants
The Bank Guarantee should be duly attested by notary public along with notarial stamps of appropriate value affixed thereon.

Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.

All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank and the notary public as well.

The Bank Guarantee should be in the prescribed format (Annexure – 5) and completely in the typed form.

Registered firms will, however, furnish security deposit for orders beyond the monetary limit of registration and also for items for which they are not registered.

The refund of security deposit becomes due when the contract is satisfactorily completed in accordance with terms & conditions of the contract. Purchaser’s decision in this regard shall be final and binding on the supplier.

If the contractor, having been called upon by the Purchaser to furnish security deposit, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser:

a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the purchaser or the Government or any person contracting through the Purchaser or otherwise however, or

b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provisions of Clauses 0702 shall apply as far as applicable.

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

The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the
Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

7.0 SUBMISSION OF OFFERS

7.1 Procedure for submission of electronic offers

7.1.1 The tenderers should visit IREPS website at the address www.ireps.gov.in and submit online offers after logging into the website using their login ID, Password and Digital Signature. 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.

1.0 Submit Payment Details
2.0 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 (CheckList*)
6. Technical Specifications (Tech.Spec.)
7. Performance Statement (Perf.)
8. Attach Documents (Attach Doc.)
9. Financial Offer (Fin.Offer)

Templates named above super scribed 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 for Supply’ 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.
7.1.2 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. Such 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 CCA, 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 North Central Railway 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.

7.1.3 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.

7.1.4 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.

7.1.5 Revised bids: Vendors can submit a revised commercial offer (‘Financial Rate Page for Supply’ form) any time 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.

7.1.6 Alternative bids: The vendors are also allowed to submit alternative offer (for different make, specification, slab discount etc.)

7.1.7 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.

7.1.8 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. North Central Railway shall not be responsible for non-participation of vendors due to any technical problems such as network connectivity etc. on the tender opening day.

8.2 Taxes and Duties

8.2.1 Excise Duty:

8.2.1.1 If purchaser is required to reimburse the Excise Duty separately, tenderers
shall clearly indicate the specific percentage of Excise Duty that shall be applicable in the relevant field of ‘Financial Rate Page for Supply’ form.

8.2.1.2 Excise duty options-

a. If reimbursement of Excise Duty is intended as extra over the quoted prices, the tenderers must use the drop down menu in the ‘Financial Rate Page for Supply’ form and select ‘Maximum Applicable’ option in the Excise Duty Type field on the ‘Financial Rate page’, and also quote the maximum percentage of Excise Duty that may be claimed in the E.D. Maximum Applicable (% ) field. Alternatively, in case specific amount of Excise Duty is applicable per unit, the tenderer may quote specific Excise Duty by choosing the ‘Specific ED Maximum Applicable’ option.

In such cases, the offers shall be evaluated on the basis of maximum rate of ED applicable, as quoted by the tenderer in the relevant field, on the date of tender opening. However, ED will be reimbursed at actual (on production of documentary evidence of payment of ED) and within the upper ceiling of the maximum ED rate considered for evaluation purpose.

N.B.: If any concession on Excise duty is available to the tenderer at the time of submitting offers, which may be reduced or withdrawn, and the tenderers wish that actual ED at the time of supply should be reimbursed, then they should clearly quote with maximum percentage of statutory ED that can become applicable. Similarly, if the excise duty rate may increase due to increase in turnover, the tenderer shall indicate the maximum rate of excise duty which may become applicable.

b. If quoted rate is inclusive of ED, the tenderers must use the drop down menu and select ‘Inclusive’ option in the Excise Duty Type field on the ‘Financial Rate Page for Supply’ form. Alternatively, in case specific amount of Excise Duty is applicable per unit, the tenderer may choose the ‘Specific ED Inclusive’ option. In such cases, the tenderer shall also mention the percentage or amount of Excise Duty that has been included in the quoted rate in the ‘Remarks’ field on the ‘Financial Rate Page for Supply’ form, and If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate of ED applicable for the item. Nothing extra shall be payable in such cases on account of Excise Duty, except on account of Statutory Variation, wherever permissible as per contract conditions. However, in case a lower rate of Excise Duty becomes applicable at the time of supply, the purchaser shall be entitled to recover from the supplier the difference in amount on account of such reduction in Excise Duty.

If a tenderer chooses to quote price inclusive of excise duty, it will be presumed that the excise duty so included is firm unless he has clearly indicated the rate of excise duty and quantum of excise duty included in his
price and also sought adjustment on account of statutory variation in excise duty.

c. In case the tenderer selects ‘Nil’ or ‘Not applicable’ option in the Excise Duty Type field, nothing extra shall be payable by the purchaser on account of Excise Duty.

8.2.1.3 The tenderers should indicate in their offer whether they are registered with Excise authorities for availing CENVAT or not. If they are availing CENVAT, they should take into account the entire credit on inputs available under CENVAT Scheme while quoting the price and furnish a declaration to this effect along with a confirmation that any further benefit available in future on account of CENVAT will be passed on to the purchaser.

8.2.1.4 No claim on account of statutory variation will be accepted unless the tenderer has clearly indicated the rate of excise duty in his offer, and has also sought adjustment on account of statutory variation in excise duty. Statutory variation in Excise duty will be admissible within the original delivery period only, subject to statutory variation clause being a part of the Contract, and subject to production of documentary evidence and Govt. Notifications.

8.2.1.5 PAYMENT OF ED AND EXCISE DUTY- MODVAT RULES.

a) The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contain an element of tax or duty which is not payable by the purchaser, such payment would be disallowed.

b) The claim for ED on each bill should be supported by the following certificates.
   i) The rate of ED is advalorem. The ED at present legally leviable in this case is Rs……, i.e. on Rs….. being the unit value of the Stores assessed by the concerned authority of the Excise department.
   ii) Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made thereunder.

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

d) Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.

e) **MODVAT CERTIFICATE:** - The tenderers will have to give the following certificates in their offer:-
   “We hereby declare that in quoting the above price, we have taken into effect, the
full effect of the duty set-off on 'Central excise and counter veiling duties' available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly.”

f) **SPECIAL MODVAT CONDITION FOR ALL THE LEAD ACID BATTERIES:**
The tenderer has to give details of MODVAT benefit on raw material (lead), which will be passed, on to the purchaser. The tenderer should indicate weight of ‘Lead’ used in manufacturing one battery as ‘Raw Material’ input. Modvat benefits/additional duty set-off on the goods supplied, if any, accrued to the tenderer will have to be passed on to the Railways (purchaser) under the MODVAT Scheme by way of reduction in prices.

8.2.1.6 North Central Railway will not reimburse any Excise duty paid by the supplier due to misclassification.

**8.2.2 Sales Tax/VAT:**

8.2.2.1 If reimbursement of Sales tax/VAT is intended as extra over the quoted prices, the tenderers must use the drop down menu in the relevant field and select CST Extra, LST Extra or VAT Extra options in the Sales Tax field on the ‘Financial Rate Page for Supply’ form, and also quote the percentage of Sales Tax/VAT that is required to be reimbursed by the purchaser. In the absence of any such stipulation, no claim on account of Sales Tax/VAT will be entertained after the opening of tender.

8.2.2.2 While quoting the rates, tenderer shall pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of Sales Tax, duly stating the quantum of such credit per unit of the item quoted for, which has been availed and passed on to the purchaser in the rates submitted.

8.2.2.3 The tenderer while submitting the tenders shall give the following declaration.

“We agree to pass on such additional set off/input tax credit as may become available in future under the VAT scheme in respect of all the inputs used in the manufacture of the final product on the date of supply, by way of reduction in price and advise the purchaser accordingly.”

8.2.2.4 The suppliers while claiming the payment for the supplies made will furnish the following certificate to the paying authorities;
“We hereby declare that additional set offs/input tax credit to the tune of Rs.… has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted.”

This certificate shall be furnished even for contracts where CST is payable.

8.2.2.5 Provincial or inter-state central sales tax where leviable and intended to be claimed from purchaser should be separately indicated along with the quoted price. As per Taxation Laws (Amendment) Act, 2007 amending the CST act, 1956, Form-D for concessional sales tax for Government purchases is not being issued w.e.f. 01.04.07.

8.2.2.6 No claim on account of statutory increase in Sales Tax/VAT will be accepted unless the tenderer has clearly indicated the rate of Sales Tax/VAT in his offer, and has also sought adjustment on account of statutory variation in Sales Tax/VAT. Statutory variation in Sales Tax/VAT will be admissible within the original delivery period only, subject to indication of the same in the Contract, and subject to production of documentary evidence and Govt. Notifications.

8.2.2.7 North Central Railway will not reimburse any Sales Tax/VAT paid by the supplier due to misclassification.

8.2.3 Octroi Duty:

8.2.3.1 Octroi Duty is not payable on railway material. Therefore, the purchaser shall not bear any Octroi Duty. The consignee will issue Octroi Exemption Certificate on demand to enable the supplier to avail exemptions from Octroi Duty. However, if case of refusal of the municipal authorities to accept the Octroi Exemption Certificates, the Octroi Duty shall be borne by the supplier.

8.2.4 Entry Tax:

8.2.4.1 Unless specified otherwise in the Purchase Order, the Entry Tax shall be borne by the seller. In such cases where Entry Tax is to be borne by the seller, the road permit shall be issued only after deposition of the applicable Entry Tax amount by the seller with the concerned authority and submission of documentary evidence of the same to the Purchaser. The purchaser shall be at liberty to deduct the Entry Tax amount from the seller’s pending bills, if the same has not been deposited by the seller with the concerned authority.

9.0 OPENING OF ELECTRONIC TENDERS

9.1 The tender shall be opened electronically by railway official(s), authorized to do so by North Central Railway, 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 North Central Railway for decryption of electronic offers.

9.2 The tender shall normally be opened on the stipulated closing date, after the stipulated opening time. 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.

9.3 Immediately after the opening of tender, financial and Techno-commercial tabulation statements are generated by the IREPS module. Vendors who have submitted valid offers against electronic tenders against ‘Open’ and ‘Special Limited’ tenders are not required to come to North Central Railway office to witness the tender opening process and know the offer details, as they will be able to access the tabulation statements and bids, immediately after tender opening, by visiting the IREPS website and logging in with their Login ID, Password and Digital Signature.

10.0 EVALUATION OF OFFERS

10.1 The commercial offer details shall be submitted by vendors using ‘Financial Rate Page for Supply’ form having separate entry box for each element of rate. The vendors must fill in basic rate and other rate components such as sales tax and excise duty (duty slab as applicable or can become applicable during currency of contract), unconditional discount on basic rate, if any, packing charges on basic rate, forwarding charges, freight charges, other charges, if any, in the boxes provided in the ‘Financial Rate Page for Supply’ 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 destination rate per unit, which will also be displayed to the vendor before submission of his electronic offer.

10.2 Tenderers should quote financial terms and conditions in the nominated fields of ‘Financial Rate Page for Supply’ 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 for Supply’ form. Tenderers are advised not to mention any terms and conditions having financial implications in the Remarks field of the ‘Financial Rate Page for Supply’ form, as these will not be considered for evaluation of the offer. Similarly, any financial terms and conditions enclosed as attachments or received through post 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.

Only for M&P items, if quoting AMC charges does not find place in rate format, same may be indicated in the remark and quoted, as it has bearing in the evaluation of offer.

Nothing extra shall be payable over and above the all inclusive rate shown in the financial offer, except on account of Price Variation clause, and 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.

10.3 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 ‘PVC and remarks’ field or elsewhere in the electronic offer or attachments shall not be considered for evaluation, and may render the offer liable to be ignored. However, freight charges shall not be payable if the offer is considered.

10.4 Rates quoted by the tenderers with discounts, if any, linked to quantity will be considered for determining inter-se position of the offers, provided it is submitted by the Tenderer as an Alternate bids. Discounts with conditions attached to early payment, early Receipt Notes etc. will be ignored for calculating inter-se position. However, Railways may avail the discounts linked to early payment, early Receipt notes etc. if otherwise firm’s offer is found to be acceptable.

10.5 The tenders will be evaluated by the Purchaser on free delivery to destination basis, to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents. Wherever more than one consignee/items 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 item and/or each consignee separately.

10.6 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.

Statutory variation in taxes and duties shall be allowed only where the tenderers have specifically sought such statutory variation in their offer(s).

10.7 Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any ground whatsoever.

11.0 ACCEPTANCE OF TENDER

11.1 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.

12.0 DELIVERY SCHEDULE

12.1 The tenderers should quote the delivery period/delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the IRS Conditions of Contract, which shall govern the contract.

12.2 The delivery period and delivery schedule as per North Central Railway’s requirement are indicated in the respective fields in the electronic tender. Tenderers are advised to adhere to the delivery period/delivery schedule stipulated in the tender, as deviation from the same may render their offer liable to be ignored. Tenderers should invariably quote firm delivery period in their quotation. If the quoted delivery period spreads over several months, the date of commencement, monthly rate of delivery and the date of completion of delivery must be indicated.

12.3 In the case of “ex-stock” offers, the despatch of stores is to be effected within 7 days of the receipt of order. Wherever the stores are subject to inspection by RITES/RDSO etc. before despatch, extra time of 3 weeks will be allowed to cover time in inspection.

12.4 In case of delivery by Rail, the date on which stores are placed on Rail (i.e. RR/PWB date) will be date of delivery. In case of local delivery, the date of delivery to consignee will be taken as date of delivery. For outstation despatches, if sent by lorry, the date of receipt of material by consignee will be taken as date of delivery.

12.5 No transit time shall be allowed beyond the delivery date stipulated in the contract.

12.6 Time Preference Clause: It should be noted that if a contract is placed on
a higher tenderer as a result of invitation of tender, in preference to
the lower 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 of the lowest acceptable tender on the
basis of final price F.O.R destination including all elements of freight,
Sales Tax, Local taxes, duties and other incidentals in case of failure to
complete supplies in terms of such contract within the date of delivery
specified in tender and incorporated in the contract. This is in addition
and without prejudice to other rights under the terms of contract.

13.0 Delivery Terms-

13.1 The purchaser will prefer free delivery by road at consignee’s end.

13.2 Tenderers are required to clearly indicate the freight charges in the
relevant field in the ‘Financial Rate Page for Supply’ form. The freight
charges to be paid shall in no case exceed the freight charges quoted by
the tenderer in the relevant field in the ‘Financial Rate Page for Supply’
form.

13.3 In case an offer is submitted on ‘FOR-Station of despatch’ basis, ‘FOR- Ex-
Works’ basis or ‘FOR- Ex-Godown basis’ and ‘Nil’ freight charges are quoted
by the tenderer in the relevant field on the ‘Financial Rate Page for Supply’
form, the supplier shall agree to despatch the stores by rail/road on
free delivery to consignee. No freight charges shall be payable in such
cases.

13.4 The purchaser will not pay separately for transit insurance and
supplier will be responsible till the entire stores contracted for are
received by the consignee in good condition at destination.

14.0 LIQUIDATED DAMAGES

14.1 In case of failure on the part of the supplier to arrange supplies as per the
delivery schedule/installments fixed in advance, save delays attributable to
purchaser, the purchaser reserves the right to levy liquidated damages which
shall be levied as per Para 702 (a) of IRS Conditions of contract for
delayed quantity which have remained unsupplied for that period.

14.2 Railway shall recover from the Contractor as agreed Liquidated
Damages and not by way of penalty, a sum equivalent to 2% (Two
percent) 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
a maximum of ten percent of value of the delayed supplies.
15.0 RISK PURCHASE

15.1 Para 0502 and Para 0702 of IRS Conditions of Contract in respect of Risk purchase are modified as under.

a. Risk purchase clause is deleted for all orders for Safety items where levy of Security Deposit @ 10% has been made compulsory, and Security Deposit has been submitted by the firm. Whenever such contracts are cancelled, Security Deposit shall be forfeited.

b. In respect of orders for materials other than safety items, where 10% Security Deposit has been taken from firms, Risk Purchase clause is deleted and in case of default by the firm, the Security Deposit shall be forfeited.

c. In cases as covered under para (a) and (b) above, the quantities unsupplied may be procured separately without risk and cost of the original firm/supplier.

d. Adverse performance of such firms shall be recorded and shall be intimated to the approving authority and shall also be taken into account in future tender cases on merit.

e. Such cases which are not covered under Para (a) and (b) above, Risk Purchase provisions shall continue for them as per the IRS conditions of contract.

f. Time for making Risk Purchase: Whereas this will be governed by the relevant clauses of IRS Conditions of Contract, such Risk Purchase shall be made within 9 months (instead of 6 months) from the date of breach of Contract.

15.2 Failure & Termination-

If the contractor/supplier 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 expiry of such period, purchaser would be entitled for action as per clause 0702 of IRS conditions of contract.

However where risk purchase as per clause 0702(b) could not be resorted to, due to any reason, the purchaser would be entitled to claim from the contractor general damages@10 % of the outstanding value of contract & to cancel the contract with levy of general damages.

16.0 INSPECTION

16.1 The inspection of stores at manufacturer’s premises before dispatch will be conducted by an agency nominated by the purchaser viz. RITES or RDSO or DQA or the representative of consignee. Final inspection of
stores will be done by the consignee on receipt at destination.

16.2 Tenderers are required to confirm acceptance of the Inspection Clause mentioned in the tender document, and non-acceptance of the same shall render the offer liable to be ignored.

16.3 Traders/ authorized agents are required to offer material for inspection at manufacturer’s premises only.

16.4 In case the firm fails to offer the material for inspection against inspection call issued to the inspecting agency or if the material have to be reinspected due to rejection of the material at firms premises by the inspecting agency or due to non despatch of material within validity of Inspection Certificate, then the charges as per terms and conditions of pre-inspected agency will be paid by the supplier to the inspection agency.

17.0 ADVICE OF DESPATACH OF STORES

17.1 The supplier should ensure that Railway receipts/PWB under which the material is booked to a Railway consignee are prepared in the favour of ‘consignee’ and not self failing to which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/PWB along with other documents to paying authority for claiming advance payment, a photocopy of RR/PWB should be sent simultaneously to consignee.

17.2 All dispatch documents i.e. RR/PWB, Challan, Inspection certificate etc. should be sent to the consignee and copies of advice of dispatch, must also be sent to the Controller of Stores, North Central Railway, Allahabad.

17.3 The contractor shall submit monthly report concerning the progress of the contract and/or supply of stores to the purchaser and Consignee. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner.

18.0 PAYMENT TERMS

18.1 The standard payment terms subject to recoveries, if any, under the IRS Conditions of Contract are as under :-
   a. 95% payment against inspection certificate and proof of despatch/delivery to consignee and balance 5% after receipt and acceptance of the goods.
   b. 100% payment against receipt and acceptance of material by the consignee after inspection and acceptance at destination.

   For contracts valued upto Rs. 1.50 Lakh, payment terms as per (b) above only will be accepted.

18.2 In case of despatch by rail, unqualified Railway Receipt/Parcel Way Bill will be taken as the proof of despatch. In case of despatch by other means such as road transport, receipted challan signed by the Gazetted Officer at consignee’s end will be taken as proof of delivery for the purpose of para 18.1.a. above.

18.3 Tenderers are advised to accept the standard payment terms
incorporated in the tender, as deviation from the same shall render the offer liable to be ignored.

18.4 In deserving cases, North Central Railway, at their sole discretion may accept deviation from the standard payment terms, as per existing guidelines/instructions

18.5 **For Machinery & Plant items:** 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee’s end against inspection certificate and the supplier’s challan certified by the consignee Gazetted Officer. Balance 20% payment will be made on successful installation, commissioning and testing of the machine and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for 10% of the value of the machinery or plant.

18.6 **ELECTRONIC FUND TRANSFER:** To facilitate speedy payment to Suppliers/firms, North Central Railway has introduced National Electronic Fund Transfer (NEFT) scheme through State Bank of India, Main Branch, Allahabad-211001. As the above payment mode is mandatory the suppliers are advised to furnish their bankers details in the NEFT mandate form which is enclosed as **Annexure-6** in this booklet. If the Bank data are not furnished by the firms, their payment will not be made through EFT system.

19.0 **PROCEDURE FOR SUBMISSION OF BILLS :**

19.1 Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract:-

(i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form and submitted in duplicate to the Financial Adviser and Chief Account Officer, IRPMU, North Central Railway, New Delhi.

(ii) Where the condition of advance payment on proof of despatch is accepted and specified in the purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of despatch/delivery, etc. as per terms of the contract to the FA& CAO, IRPMU, North Central Railway, New Delhi endorsing a copy of the forwarding letter to Dy. CMM, IRPMU, North Central Railway, New Delhi as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.

19.2 For materials supplied against orders placed for direct dispatch to the consignee on this Railway on non-stock basis, the supplying firm will prepare their 100% payment bills in duplicate, in ink on prescribed forms and submit the same as under.

19.3 One copy of the bill marked, “ORIGINAL” with all dispatch documents as per terms of contract directly to the consignee.

19.4 Another copy of bill marked “DUPLICATE NOT FOR PAYMENT” to the Controlling Officer of the consignee mentioned in the Purchase Order.

19.5 Where the condition of advance payment on proof of despatch is accepted and
specified in the direct despatch Order, the suppliers will submit advance payment will (in duplicate) along with the documents as per para 16.1(ii) above to the accounts officer of the consignee indicated in contract. ORIGINAL copy of the balance payment bill should be sent to the consignee and “DUPLICATE NOT FOR PAYMENT” copy to the controlling officer of the consignee as specified in such Supply order. The supplier is also required to furnish the following certificate on their bill for advance payment. “We have personally examined and verified and do hereby certify that stores in respect of which payment if being claimed have been actually dispatched under RR/PWB no ……………..dt………………and further these goods are the exact materials as indicated in challan No………………..dt………………and covered by inspection certificate no …………………..dt……………….We also certify that the above referred challan, RR/PWB and inspection certificate have been sent to consignee by Reg. Post/Speed post on …………….We shall hold ourselves personally responsible for correctness of this statement.”

19.6 The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with excise authorities for availing MODVAT credit/VAT credit. “We certify that no additional duty set off on the stores supplied by us, have accrued under the MODVAT scheme in force on the date if supply, after we submitted quotations and submitted the present bill”

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

19.8 In case the bill is submitted to FA&CAO supported by amendment to purchase order extending delivery period reserving Railway right to impose liquidated damages, the payment of bill would be released deducting full liquidated damages (LD) @ 2% of the value of delayed stores for delay of every one month or part thereof. In such cases, firm’s would be required to approach Controller of Stores for determination of final amount of liquidated damages after completion of the contract.

19.9 Following Points may also be observed by the suppliers while submitting the bills for payment:-

a. Consignee’s name and Order reference should be given on the bill as well as in all correspondence in connection therewith for facility of connecting the papers and arranging early payment.

b. The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the office of Dy.CMM, IRPMU, North Central Railway, New Delhi before bills are submitted.

c. All Bills should be submitted in forms S-2817 in duplicate, marked ‘Original’ and Duplicate’. The Bill forms are also annexed at Annexure -7. These bill forms can be had from the office of Controller of Stores, North Central Railway,
Allahabad on payment @ Rs 60/- per book containing 100 forms each in cash to the Divl. Cashier, North Central Railway, Allahabad or through Crossed Demand Draft in favour of the FA&CAO, North Central Railway, Allahabad.
d. The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the purchase Order.
e. The bills should be signed and pre-receipted with revenue stamp. All corrections should be attested. Fluid should not be used on the bill at all.
f. Rate and Quantity should be mentioned both in figures and words.
g. Status/category of bill should be mentioned i.e. whether Advance/Balance/100%/PVC etc.
h. All Columns of Bill should be properly filled i.e., Vendor Code, Bank Account No. and Branch, Purchase Order No./Contract No., Date, P.L. No. etc.
i. Wherever PVC is applicable, basis of PVC may be given, with relevant documents.
j. Copy of Amendment letter issued by Store’s Department, if any be enclosed.
k. Transport Receipt/Challan for freight charges should be enclosed along with the bills.
l. In case of submission of bills for 95% advance Payment, following documents should also be enclosed along with the bills.
   a. Receipted Delivery Challan duly signed and stamped by Gazetted Officer of the consignee/Clear Railway Receipt.
   b. Original Inspection Certificate.
   c. Excise Invoice (original- for buyer) wherever applicable.
   d. MODVAT declaration.
   e. VAT declaration.
m. In case of submission of bills for balance 5% payment or claim if 100% payment, the following documents be enclosed along with the bills:-
   (i) Receipt Note Para-II
   (ii) ED gate pass wherever applicable.
   n. All other relevant documents as per Contract provisions.

20.0   Samples, Drawings & Specifications

20.1   Samples -

20.1.1   The offers should strictly conform to the specified description and drawing/specification in schedule of requirements and no samples need be submitted unless so mentioned in tender form. When samples are required, the same must strictly conform to description, drawing/specification as mentioned in the tender documents. Samples submitted will be considered as supplemental and not in supersession to any specification mentioned and such samples will only be
considered in relation to those points which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary from the tender description/specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply embodying such variation.

When samples are called for, they should be marked, sealed and labelled so as to correspond with the item of the tender. They should be sent “Freight Paid” to the same address as per the tender, and arrangements should be made to see that they arrive by the opening time and date of the tender; otherwise the offer will be summarily rejected.

Samples submitted by the tenderer which are of the value of Rs. 500/- or less will not be returned to them. For samples valuing above Rs. 500/- the tenderer must state on the tender form if he requires the return of unaccepted samples failing which they will be retained by the purchaser. Unaccepted samples will be returned to firms on application who may arrange collection of the same from COS Office.

Firms with whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per tenders or orders placed with them.

20.1.2 Wherever the tenders have been invited as per approved sample, such approved sample can be seen in the sample room in the Office of the Controller of Stores, North Central Railway, Subedarganj, Allahabad-211015, during office hours, on any working day before the closing date and time of the tender.

20.2 Drawings & Specifications-

20.2.1 Where the tenders have been invited as per IRS/RDSO drawings or specifications, the tenderer shall obtain such drawings or specifications from RDSO (Research Designs and Standards Organisation, Manak Nagar, Lucknow-226011) on payment of the cost of drawings/specifications, well in advance of the closing date. Similarly, where the tender has been invited as per drawings or specifications issued by ICF (Integral Coach Factory, Perambur, Chennai, Tamil Nadu)/RCF (Rail Coach Factory, Kapurthala, Punjab)/CLW (Chittaranjan Loco Works, Chittaranjan, West Bengal)/DLW (Diesel Locomotive Works, Varanasi, Uttar Pradesh)/CORE (Central Organisation for Railway Electrification, Allahabad, Uttar Pradesh), the tenderer shall obtain such drawings/specifications from the respective issuing authorities, on payment of cost of the drawing/specification. Where the tender has been invited as per BIS specifications or any other standards, it shall be the responsibility of the tenderer to arrange such documents from the respective issuing authority. North Central Railway shall provide no assistance to the vendors in this regard, and shall not be responsible for
non-participation of vendors on account of delay in arranging such drawings/specifications.

20.2.2 Where the tenders have been invited as per North Central Railway drawings or specifications, scanned copies of such drawings/specifications shall normally be attached with the electronic tender. However, where it is not possible to do so, the drawings/specifications can be seen/obtained from the Office of the Controller of Stores, North Central Railway, Subedarganj, Allahabad-211015, during office hours, on any working day before the closing date and time of the tender.

20.2.3 If any tenderer happen to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information in support of their offer being to be in conformity with the tender Drawing / Specification. Furthermore, copies of such drawings / specifications / catalogue are also to be uploaded along with the offer, failing which the offer will be liable to be rejected.

21.0 PRICE VARIATION CLAUSE

21.1 Unless otherwise specified in Tender Schedule, Tenderers are advised to quote firm prices only. Offers of Tenderers quoting with PVC in such cases shall be summarily rejected.

21.2 However, wherever considered desirable by the purchaser, a Price Variation Clause may be incorporated in the Tender Schedule itself. In all such cases, where PVC formula and PVC base date/base rate has been incorporated in tender, the Tenderers are advised to submit their offers as per the PVC formula and Base Date/Base Rate incorporated in the tender document and offers received with fixed prices or with a different Price Variation formula or different base date/base rate shall be summarily rejected.

21.3 Tenderers who quote with PVC as stated in Para 21.2 above on account of escalation in price of raw materials may please note that such escalation claims will be subject to verification by the FA&CAO with reference to the records that may be called for from them. Successful Tenderers will be required to produce complete records for verification/examination of their claims under price escalation before acceptance of such claim. If the tenderers fail to establish their claim by producing satisfactory records before the FA&CAO/IRPMU/NCR, their claim will be disallowed and/or proportionately/suitably reduced.

22.0 PRICE/PURCHASE PREFERENCE

(a) The purchaser reserves the option to give a purchase/price preference to the offers from public sector/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 very endeavour need be made by them to bring down
cost and achieve competitiveness. However, the purchase preference to Central Public Sector undertaking is not available beyond 31.03.08 as per extent instructions of Gov. of India.

(b) Purchase Preference will be given to MSEs as per details specified in Clause-3.0 ‘BENEFITS/PREFERENTIAL TREATMENT TO MICRO & SMALL ENTERPRISES (MSEs)’ of this document.

23.0 CARTEL FORMATION:

(a) Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons whatsoever.

(b) Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of quantity will be considered unresponsive and shall become liable to be rejected. This however will be without any prejudice to Railway’s right to distribute the tendered quantity & place order on one or more firms.

(c) The firms who quote in cartel be warned that their names are likely to be deleted from list of approved sources.

24.0 OPTION CLAUSE:

24.1 Unless otherwise specified in the tender document, the purchaser shall be entitled to vary the order quantity by (+/-)30% anytime within the delivery period (including extended delivery period). 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. As per extant instruction, operation of the option clause can be made any time within contractual delivery period giving reasonable time to the firm to supply the enhanced quantity. It may be noted that for invocation of the option clause, validity of the contract will be considered up to the contractual delivery period even though the supplies have been completed in advance.

24.2 In case of Delivery Period is extended in the contract with (+) 30% option clause either for 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.

24.3 Tenderers may please note that option clause is mandatory for Contracts valuing above Rs. 75 lakhs and where item is of continuing nature. However Railway reserves the right to put the option clause in the lower value contracts also.

25.0 Splitting of tendered quantity

25.1 Case of no prior decision to split the order-

(A) Normally full order shall be placed on L-1 firm. However, if it is discovered that the quantity to be ordered is more than what L-1 alone is
capable of supplying and there was no prior decision to split the quantities, then the quantity being finally ordered will be distributed among the other tenderers in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters—

(i) Past Performance of tenderers  
(ii) Capacity of tenderers  
(iii) Delivery requirements in the tender  
(iv) Quantity under procurement  
(v) Vital/safety nature of the items

(B) In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 25.2.1 below.

25.2 Case of pre-decided split ordering -

25.2.1 Wherever pre-decided split ordering is mentioned in the tender document in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items, provision 25.2.1(a) to para 25.4 shall be applicable.

(a) The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.

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

<table>
<thead>
<tr>
<th>Price Difference Between L1 And L2</th>
<th>Quantity distribution ratio between L-1 and L-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>UPTO 3%</td>
<td>60:40</td>
</tr>
<tr>
<td>MORE THAN 3% AND UPTO 5%</td>
<td>65:35</td>
</tr>
<tr>
<td>MORE THAN 5%</td>
<td>At least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, the purchaser shall decide.</td>
</tr>
</tbody>
</table>

In the phrase ‘differential rates quoted by the tenderers’, the quoted rate would
(i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

(ii) When price negotiation has been called for, the reference L-1 rate for assessment of ratio will be the original rate of L-1 firm (suitable for bulk quantity)- say firm “A” - as obtained at the time of tender opening.

(c) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the above para.

25.2.2 However, in exceptional circumstances Railway reserve the right not to split the order quantity in cases of pre decided splitting.

25.3 For cases where the Rlys/PUs had entered the into ToT/JV agreements the following shall be applicable.

“As the Rly has entered into TOT/JV agreement with ................ no. of firms, they reserve the right to place orders on all such TOT/JV agreement partners. However for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 26.2.1(b) shall apply with the exception that the aspect of ‘per-se reasonability’ will not be applicable.”

25.4 In the cases of inadequate capacity-cum-capability, dissatisfactory past performance large quantity of outstanding orders (liquidation of which will take very long time) etc. the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety etc of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

26.0 FALL CLAUSE

Wherever specifically mentioned in the tender schedule, Fall Clause will be applicable as per following conditions:

26.1 The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons/organizations including the purchaser or any department of Central Government or any Railway Office or any
Railway Undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.

26.2 If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduce.

26.3 The contractor shall furnish the following certificate to the concerned accounts officer along with each bill for payment of supplies made against the contract.

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein no such stores have not been offered/sold by me/us to any person/organization including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be up to the date of bill, at a price lower than the price charged to the Government under the contract”.

27.0 REJECTION OF MATERIAL

27.1 Materials peculiar to railways such as parts and fittings of rolling stock except raw materials, which have been rejected during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such rejected materials, and to avoid ultimate failures of assets. All such rejected materials peculiar to railways should be mechanically defaced to prevent sale to railways again.

27.2 Handling of Rejection cases by Consignees:

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

(i) In case of rejection of pre-inspected goods at consignee end, the material rejection advice/ rejection memo should be sent by consignee to all concerned i.e. Firm, Purchaser, Pre-inspecting agency, paying authority as per contract etc. without fail.

(ii) Financial recovery: Incase payment has been made to the firm for the material, the concerned paying authority as per contract should note the rejection advice details in the recovery register for effecting recovery of payments made, as the case may be.

(iii) If the firm desires to have joint inspection, Joint inspection of rejected material will be held with pre-inspecting agency and firm. In case of failure of either of the two parties to associate with joint inspection should be held
by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will have to be completed within 21 days of communication of rejection advice to the supplier (in line with IRS conditions of Contract clause 703). For imported material, the time limit will be 45 days.

(iv) Firm may be permitted to collect the rejected goods only after the firm has deposited the payments already made by Railway (if any) to the firm or equivalent amount has been recovered for this purpose.

(v) In case of replacement supply against the rejected goods, the same should be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS conditions of Contract clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.

(vi) However incase of component level rejection in an pre-inspected item (which is an assembly), the replacement supply of the component can be accepted based on firm’s internal inspection certificate and final inspection by consignee.

B. Material rejected in warranty-

I. Material are rejected in warranty in the following situations:

(a) the material rejected was issued to the user (shop/shed etc) from its associate stores depot.

(b) The material rejected was received by the user from a PU or from a stores depot which is not the associate depot of the user.

Cat B.I(a) For warranty failure in shop/shed of material issued from its associate stores depot: All warranty claims will be lodged by the associate depot officer after getting the warranty rejected material from user under advice note of return stores with reasons of warranty rejection indicated therein. Before lodging the warranty claim the associate depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available with the advice note of return stores. The warranty claim will be processed following procedure indicated in sub-para A(i), (ii), (iii) and (iv) of para 27.2.1 above except for the following changes: The ‘rejection advice’ mentioned in para 27.2.1 A(i) will be replaced by the ‘warranty rejection advice’. The time which can be taken for the completion of modality of joint inspection as per para 27.2.1 A(iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the railways may like to have a more detailed understanding of the failure.

Cat B.I(b): For warranty failure in shop/shed of material received from PU (either under sale issue note or as a purchase component of rolling stock manufactured at the PU) or from a stores depot (under inter depot transfer/sale issue note) which is not the associate stores depot of the end user.
(i) In such cases it may not be convenient for the end user to return the material the stores depot (against which the original supply was made by the vendor to railway). Thus in all such cases, the warranty rejected material will be kept in safe custody by the end user and the stores depot (which received the original supply) will be advised by the end user about the warranty rejection duly indicating the reason(s) of rejection with a confirmation that the rejected material is under end user’s custody.

(ii) The stores depot (which received the original supply) will raise warranty claim on the firm. Before lodging the warranty claim, the depot officer will satisfy himself about the correctness of PO and ensure that other details including reason(s) of warranty rejection are available from the end user. The warranty claim will be processed following procedure indicated in sub-para A (i), (ii), (iii) and (iv) of para 27.2.1 A above except for the following change: The rejection advice mentioned in para 27.2.1 A(i) will be replaced by the warranty rejection advice. The time which can be taken for the completion of modality of joint inspection as per para 27.2.1 A(iii) will be 45 days (instead of 21 days) from the date of communication of rejection advice to the supplier. More time is being given for joint inspection because this is a case wherein supplies have already been taken into the usage system of Railways. Thus, either the pre-inspection agency or the firm or the railways may like to have a more detailed understanding of the failure.

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

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

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

III. Inspection of the replacement supply against warranty rejection:

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

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

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

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

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

OR

The replacement supply can be made by firms own internal inspection certificate.

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

(C) However in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm’s own Guarantee certificate/internal inspection certificate and consignee’s final inspection for both the categories {(Cat B.I.(a) and Cat B.I.(b)} of warranty failure.

(IV) **Place of warranty replacement** – For warranty replacement of category B.I.(a), in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be the depot which received the original supply. For warranty replacement of failure falling in category B.I.(b) above, an exemption can be made and the place of replacement supply can be indicated by the depot officer (at his option) in the warranty claim notice to the firm to be the end user’s place.

(V) For warranty replacement of the category B.I.(b), due care will be taken care of by the end user to ensure that correct accountal of replacement supply etc. are properly taken care of. After settlement of warranty claim the rejected material will be handed over by the end user to the firm’s representative. The end user will also inform the depot officer who raised warranty claim about the replacement.

27.2.2 At the option of the depot officer/end-user, rectification of the material rejected {under category 27.2.1(A) and 27.2.1(B)} may be permitted within railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively for rejection of the category 27.2.1(A) and 45/90 days for indigenous/imported material respectively for the rejection of the category 27.2.1(B). If more time is taken beyond this, applicable ground rent will be levied on the firm.

27.2.3 In order that quantity shortfall due to warranty failure of Cat. B.I.(a) is made up, the depot officer may prepare an additional demand (equal to the quantity failed in warranty) for procurement, one recovery towards warranty has been confirmed by accounts. Any warranty replacement subsequently made will automatically get reflected in stock and thus there will not be any net extra procurement. It will however ensure timely availability of materials.

28.0 **MARKING OF STORE**

28.1. Contractor/Manufacturer must inscribe/ engrave/ screen-print/
emboss vendor’s name/identification marks as well as month and year of manufacture on item supplied to North Central Railway. The location of these identification should be such that they do not affect the functional utility and structural stability of the components/materials, and also do not get obliterated on wear and tear. For very small items where marking on individual item is not possible, the vendor will arrange to print Vendor’s name/identification marks as well as month and year of manufacture on standard packing, after obtaining specific approval from the purchaser in each case. The decision of the purchaser on whether such approval is to be granted or not shall be final and binding.

29.0 SPECIAL CONDITIONS OF TENDERS FOR MACHINERY & PLANT ITEMS

i) Technical Compliance:

The tenderers should give para-wise comments on the technical specification to indicate whether the equipment offered meets the tender specifications. The offer should be accompanied with complete details of technical parameters.

ii) Authorization Letter:

In case, the tenderer is an agent of the manufacturer, they should clearly indicate the same and also enclose authorization certificate from the manufacturer to this effect and also mention the place where the equipment will be offered for pre-inspection before despatch.

iii) Validity

The offer should be kept valid for 120 days from the date of opening of the tender otherwise the offer is liable to be treated as unresponsive and ignored.

iv) After Sales Service

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

v) Commissioning & Proving Test:

a) The contractor shall arrange commissioning of the equipment at the consignee’s premises. He shall carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning, to entire satisfaction of the consignee.

b) The Contractor or his agents shall commission the machine within stipulated time as shown in the contract. This time frame will be applicable from the date of intimation from the consignee in respect of readiness for commissioning 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 contractor.

c) The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of the contractor, the purchaser shall be entitled to recover and the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value 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. Failure to install/ commission the machine within stipulated time after intimation from the consignee will be taken as breach of contract and purchaser will be at liberty to forfeit the Security Money furnished by the supplier without any prejudice to other rights under the contract.

d) Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the clause (c) above. The decision of the Purchaser, whether the delay in commissioning has taken for reasons attributed to the Contractor, shall be final.

vi) Training:

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

vii) Maintenance manual & Spare Parts:

Contractor is required to supply 2 copies of operation and maintenance manual and lists of spare parts along with equipment.

viii) WARRANTY:

(a) Warranty period for M&P will be 24(twenty four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (two) weeks will be allowed for attending and recertification of faults during the warranty period.

(b) Maximum down time during the warranty period will be 2%(two percent) for on line M&P and 10% (Ten percent) for off line M&P calculated on quarterly basis.

(c) A penalty of 0.5% (zero point five percent) per week of the contract value will be levied for delay in response time for attending and rectifications of faults beyond specified time during the warranty period as detailed above.

(d) Maximum penalty to be levied on account of warranty failure will be 10% (Ten percent) of the contract value calculated during whole of warranty period and after that if there is any delay on the part of supplier, purchaser shall be entitled for encashment of WG Bonds. In such cases the bad performance of firm during the warranty period, the same should be recorded and circulated to all Railways. The same should be given due regard in deciding future orders on the firm and when evidence to the contrary is not available, the firm’s offer may be even rejected.

ix) Payment terms:

(i) Payment to foreign supplier: Payment against foreign supplies shall be made through the Letter of Credit. All charges including the confirmation charges of L.C., levied by foreign Banks, shall be borne by the supplier. The standard payment terms subject to recoveries if any, under the liquidated damages clause and general conditions of contract will be as under:
(a) 80% of the payment against irrevocable L.C. on proof of inspection certificate and shipping documents within 30 days of receipt of shipping documents as specified.

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

(ii) Payment against indigenous supply: The standard payment terms subject to recoveries if any, under the liquidated damages clause and general conditions of contract will be as under:-

(a) 80% of the payment on proof of inspection certificate and Rail/Road Challan to be made against documents as specified.

(b) Balance 20% payment after satisfactory installation/commissioning and proving test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security valid beyond six months from the expiry of warranty period.

x) Element of Freight for indigenous purchase-

(a) In case where the consignees are more (say more than four or so), tenderers are required to quote for the FOR station of dispatch prices with an average freight for all consignees, which will be added to FOR station for despatch price to get FOR destination prices.

(b) In case where the consignees are four or less, tenderers are required to quote FOR station of despatch price with actual freight for each individual consignee, which will be added to FOR station of despatch price to get FOR destination price for each individual consignee.

xi) Timely commissioning of M&P-

In the event of contractor’s failure to have M&P commissioned by the time or times respectively specified in the letter of acceptance or contract, purchaser may withhold, deduct or recover from the contractor as penalty, a sum @ 2% (two percent) of the price of M&P which the contractor has failed to commission as aforesaid for each and every month (part of a month being treated as a full month) during which the M&P may not have been commissioned, subject to an upper limit of 10% (ten percent) of contract value.

xii) Annual Maintenance Contract-

(a) Tenderers are required to quote for post warranty Annual Maintenance for a period of five years after expiry of the warranty period of the M&P along with their offers.

(b) Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offer giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.

(c) The charges of Annual preventive maintenance schedule for five years along with the cost of items to be used in preventative maintenance schedule during these five years are payable to supplier and sum total of
these charges would be included in the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.

(d) Tenderers are required to give the cost of essential spares and service charges for each items of work of repair of M&P outside preventive maintenance contract. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.

(e) The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.

(f) Tenderers who are OEM, must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a period of expected life of the machinery/equipment.

xiii) **Inspection**: Inspection of M&P items will be carried by M/s RITES.

xiv) **Packing of Stores**: Packing of Stores sufficiently and properly as to ensure stores being free from loss and damages in route as detailed in IRS conditions of contract are reproduced below:

(a) **Para 1501- 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, as the case may be interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or 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.

(b) **Para 1801- 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.

(c) **Para 1806- Packing**: The Inspecting Officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing material is separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.
ANNEXURE-1

PROFORMA STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirement of the tender specification:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS (Including-justification)</th>
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(2) The following are the particulars of deviations from the requirement of the Instructions to Tenderers, Indian Railway Standard Conditions of contract and special Conditions of Contract:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS (Including-justification)</th>
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Note: where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations.

Signature and seal of the Manufacturer/Tenderers
ANNEXURE-2

PROFORMA FOR PERFORMANCE STATEMENT
( FOR A PERIOD OF LAST 3 YEARS)

Tender No..........................Date of opening..........................Time.............................Hrs.

Name of the Firm...........................

<table>
<thead>
<tr>
<th>No</th>
<th>Order placed by (full address of purchaser)</th>
<th>Order No. &amp; date</th>
<th>Description of stores</th>
<th>Quantity ordered</th>
<th>Date of completion of delivery</th>
<th>Unit price E.D. ST &amp; FOR items</th>
<th>As per Contract</th>
<th>Actual</th>
<th>Remarks indicating reasons for late delivery, if any</th>
<th>Have the stores been satisfactory supplied &amp; any adverse comment from purchaser/user</th>
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Note: Copy of last three P.O should be enclosed by firm.

Signature and seal of the manufacturer/Tenderers
ANNEXURE-3

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

TENDER No. ..................... Date of opening...................... Time................Hrs.

Name of the Firm .................................................................

Note: All details required only for the items tendered.
1. Name & full address of the firm.
2. Telephone & FAX No. office/factory/Works.
3. Telegraphic and E-Mail address.
4. Location of the manufacturing factory.
5. Details of industrial license. Wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt. (Monographs &
description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw materials held.
9. Production capacity of item(s) quoted for with the existing plant &
Machinery.
  9.1 Normal
  9.2 maximum
10. Details of arrangement for quality control of products such as laboratory
testing equipment etc.
11. Details of staff
  11.1 Details of technical supervisory staff-in-charge of production &
quality control
  11.2 Skilled labour employed
  11.3 Unskilled labour employed
  11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the
  18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so copies of original test
certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of supplies & Disposals, New Delhi?
If so, furnish full particulars of registration, period of currency etc.
14. Are you a small scale unit, registered with the National Small Industries Corporation
ltd.? If so, furnish full particulars of registration, currency period etc.

Signature and seal of the
Manufacturer/Tenderers
ANNEXURE-4

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

NO..............................................................
DATED......................

TO.

THE PRESIDENT OF INDIA,
Acting through the Controller of Stores,
North Central railway,
Office of Dy. Chief Materials Manager,
Indian Railway Project Management Unit,
Shivaji Bridge, New Delhi - 110001

Dear Sir,

Subject:- C.O.S./N.C.Rly/ALD Tender No........................................

We __________________________an established and reputed manufacturer
of........................................having factories at........................do hereby authorize
M/s.............................. ................. (Name and address of Agents) to represent us,
to bid, negotiate and conclude the contract on our behalf with you against
Tender No........................................

No company/firm or individual other than M/s...............................are
authorised to represent us in regard to this business against this Specific
tender.

Yours faithfully,

(NAME)…………………………
For & on behalf of M/s. ..............

(Name of Manufacturers)

Note: This letter of authority should be on the Letter-Head of the manufacturing
concern and should be signed by a person competent and having the power of
attorney to bind the manufacturer.
ANNEXURE-5

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
BOND

Ref........................................ DATED..............................................

Bank Guarantee No......................... . ..........................

TO,

The President of India,
Acting through Financial Advisor & Chief Accounts Officer,
Indian Railway Project Management Unit,
North Central Railway,
New Delhi - 211015.

1. Against contract concluded by the advance acceptance of the tender No..............................dated............... covering supply of ........................................... (hereinafter called the said contract) entered into between the President of India and .................................. (hereinafter Called the 'contractor'), this is to certify that at the request of the contractor We ..........................................(Bank) are holding in trust in favour of the president of India, the amount of .................Write the sum here in words) to indemnity 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 or any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the president of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract an/or in the performance thereof has been committed by the contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

2. We..........................(Bank) 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 3 months after the date of the last despatch/delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us............(Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us..............................(Bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us............(Bank) by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that we..........................(Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).

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

5. We..................(Bank) 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 from time to time any of the powers exercisable by the President of India (Govt. of India) against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we ...........(Bank) 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 contractor.

Date...........................
Signature..................................
Place...........................       Printed Name.........................
Witness.........................       Designation

..............................
( Bank’s common Seal )
NATIONAL ELECTRONIC FUND TRANSFER MANDATE FORM
(To be filled by the tenderer in Block letters)

Details of Beneficiary (Contractor/Firm)

1. Centre (City Code): .............................................
2. IFSC Code (Bank Branch Specific No.): ......................
3. Name of Bank: ..................................................
4. Bank Code: .....................................................
5. Beneficiary Name: ............................................
6. Account No.: .................................................
7. Type of Account (Saving/Current/Cash credit): .......... ............
8. MICR Code: .....................................................

Signature and seal of
The manufacturer/tenderers

Verification by Bank
BILL FORM ITEMS

From

M/s

ORIGINAL/DUPLICATE/TRIPLICATE

To

Bill No.

FA & CAO

Indian Railway Project Management Unit
North Central Railway,
IRCOT Complex, New Delhi – 110001

1. AR D Code (1)

2. Batch No.(2-3)

3. Card Code (4-5)

4. Depot Code which will account for the material (6&7)

5. Vender Code (8 to 12)

6. COS Purchase Order No. in sixteen digits (13 to 28)

7. P. Order Date

8. RR/Suppliers Challan No. (29 to 34)
9. रेलवे रसीद/सम्भारक का चालान की तारीख

RR Date

10. डिटॉर्ज रसीद नोट बनायेगा (35 से 36)

Depot Preparing R. Note (35-36)

11. रसीद नोट नम्बर (6 अंकों में) (37 से 42)

R. Note No. in six digits (37 to 42)

12. आर. नोट की तारीख (43 से 48)

R. Note Date (43 to 48)

13. पी. एल. नं. (49 से 56)

P.L. No. (49 to 56)

14. क्रय यूनिट कोड (57 से 58)

Buying Unit code (57-58)

15. मात्रा तीन दशमलव अंकों तक (59 से 68)

Qty. up to 3 decimal (59 to 68)

16. मुद्रातान कोंड (69)

Payment code (69)

17. चिह्न (कंबल वाउचर की रिवर्सल के समय प्रयोग किया जाए (70)

Sign (To be used only for reversal of the voucher(70)

18. विनियंत्र (8 अंकों में) (71 से 78)

Allocation in eight digits (71 to 78)

19. रकम जो क्रय सर्पस में जाएगी (79 से 88)

Amount debitable to purchase in ten digits (79 to 88)

20. भण्डार का विवरण / Description of Stores


21. परेरिति का नाम ———————————————————————————————————Name of the Consignee

22. आर्डर में दी गई मात्रा ————————————————————

Quantity ordered

23. मात्रा जिस के लिए विल तैयार किया गया ———————————————————

Quantity Billed

24. दर अंकों में ————————————————————

Rate in figures

25. दर शब्दों में ————————————————————

Rate in words

26. पैकिंग चार्ज रू ————————————————————

Packing charges Rs

27. विल की रकम रू0 ———————————————————

Amount Billed Rs

28. डिस्काउंट रू0 ———————————————————

Discount Rs

29. उत्पाद शुल्क यदि हो तो ———————————————————

Central Excise if any

48
30. विशेष उत्पाद शुल्क रु0 बिक्री कर----------------------------------------------------------
   Special E.D. Rs.............................................................................
31. कुल सं0--------------------------------------------------------------------------------
   Total...........................................................................................
32. केन्द्रीय बिक्री कर 4 प्रतिशत बिक्री कर--------------------------------------------------------
   Sales Tax 4% /CST........................................................................
33. पी. एण्ड एफ. चार्ज--------------------------------------------------------------------------------
   Packing & Forwarding charges....................................................... 
34. फारवर्डिंग और माल भाड़ा---------------------------------------------------------------------------------
   Forwarding & Freight charges.........................................................
35. कुल रकम रु0--------------------------------------------------------------------------------
   Gross amount claimed Rs.............................................................
36- Certified for Rs................................................. रुपये के लिए सत्यापित किया ।
37. भण्डार सुपर्द किया--------------------------------------------------------------------------------
   Stores delivered on......................................................................
38. सी.ओ. सेविन नंबर (89 से 98) □□□□□□□□□
   Stores delivered on CO7 No. (89 to 98)

....................................................................................................
   विक्रेता के हस्ताक्षर / Signature of Vender
Stores consigned against above COS order have been received in good condition
stores have been received, accounted for and allocated to. Bill receive forwarded to FA & CAO (IRPMU)/New Delhi for arranging payment to the vendor C.O.S. sanction of late delivery of stores has been obtained C.O.S. sanction. Dated granted without the levy of L.D.

<table>
<thead>
<tr>
<th>Consignee's Signature with date</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

**FOR FA & CAO OFFICE**

<table>
<thead>
<tr>
<th>(ए) ए.बी. नंबर</th>
<th>(ई) के लिए पारित रु.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ब) दिनांक</td>
<td>(एफ) कटौटी घटाए रु. 00 :--</td>
</tr>
<tr>
<td>(बी) के लिए पारित</td>
<td>(जी) कुल देय रकम.--------</td>
</tr>
<tr>
<td>(क) पारित रु.</td>
<td>(ग) नेट राशि चुकायी गई.</td>
</tr>
<tr>
<td>(डी) राशि डेबिटेड</td>
<td>(एच) प्रभार्यय-------</td>
</tr>
<tr>
<td>(डी) AMOUNT DEBITABLE TO</td>
<td>(आई) द्वारा क्रय लेखा रजिस्टर में दर्ज किया गया, द्वारा जांच की गई-------</td>
</tr>
<tr>
<td>(ई) पोस्ट्ड in purchase Account Register by</td>
<td>Checked by</td>
</tr>
<tr>
<td>(जे) द्वारा सी.ओ. 6 रजिस्टर में दर्ज किया गया-------</td>
<td></td>
</tr>
<tr>
<td>(ज) पोस्ट्ड in C.O. 6 Register by</td>
<td></td>
</tr>
</tbody>
</table>
संभारक(सप्लायर) की रसीद
SUPPLIER'S RECEIPT

बिल संख्या---------------------------------------------------------------में उल्लिखित भंडार की बाबत ₹..............

..............................................................प्राप्त किया

Received Rupees ......................on account of detailed in the Bill No..............................

संभारक(सप्लायर) के हस्ताक्षर
SIGNATURE OF SUPPLIER

संभारक (सप्लायर) द्वारा भरा जाये
TO BE FILLED IN BY SUPPLIER

1. मैं / हम ने व्यक्तिगत रूप से जांच एवं परख लिया है और यह प्रमाणित करता / करते हुं/ है कि जिस माल की स्रोत का दावा पेश किया गया वास्तव में रेलवे रसीद........................

...........................................दिनांक ......................................के अन्तर्गत प्रशिक्षित कर दिया गया है और आगे यह कि माल वही है जो चालान नंबर ..................................दिनांक ..................................में दर्शाया गया है

तथा निरीक्षण प्रमाण पत्र संख्या ...........................................दिनांक ..................................चालान नंबर ........................

...........................................दिनांक ..................................में दर्शाया गया है तथा निरीक्षण प्रमाण पत्र संख्या........................

...........................................दिनांक ..................................में अर्कित है। मैं / हम स्वयं उपरोक्त की सत्यता के लिए

व्यक्तिगत रूप से उत्तरदायी हुं/ है।

I have personaly examined and verified and do hereby certify that goods in respect of which payment is being claimed has been actually dispatched under R.R.

NO..............................& further that these goods are exact materials as indicated in Challan No..............................and covered by inspection Certificate No..............................

...........................................

I/ we hold myself/ ourselves personally responsible for the correctness of the statement.

2. प्रमाणित किया जाता है कि इस बिल में चार्ज की गई बिक्री कर की राशि संवेदनात्मक रूप से देय है तथा बिक्री कर विभाग को की जायेगी | हमारी बिक्री कर पंजीकरण संख्या ...........

...........................................दिनांक ..................................है।

Certified that the amount of Sales Tax as charged in the bill is legally payable by us and shall be paid to the Sales Tax authority by us our Sales Tax No. ......................

..............................................

विक्रेता के हस्ताक्षर SIGNATURE OF VENDEOR

टिप्पणी—क्रम सं. 4,5, 6,7,8,9,13,14,20,21,22,23 से 35 विक्रेता द्वारा भरे जायेंगे।

NOTE: S.No. 4,5,6,7,8,9,13,14,20,21,22,23 to 35 to be filled by the supplier and the remaining columns to be filled in by Bill Section.