

# INSTRUCTIONS TO TENDERERS

## 1.0 GENERAL INSTRUCTIONS

- 1.1 Office of Dy.CMM/IRPMU/New Delhi, India (hereinafter referred to as the Purchaser) on behalf of the president of India, the Controller of Stores, North Central Railway, invites tenders for the supply as set forth in the "Schedule of Requirements".
- 1.2 All the offers in prescribed form enclosed with tender documents should be submitted before the time and date fixed for the receipt of offers as set forth in the tender papers. Offers received after stipulated time and date will be summarily rejected.
- 1.3 The contract, if placed, shall be governed by the latest version of Indian Railways Standard (IRS) Conditions of Contract as supplemented by Special conditions of Contract and instructions to tenderers contained herein.
- 1.4 The stores offered should be in accordance with stipulated drawings and specifications in "Schedule of Requirements". The offers should comply with the Instructions to Tenderers, IRS and Special Conditions of Contract. Details of deviations, if any, from tender specification and other conditions should be clearly indicated in deviation statement in Annexure 1. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

## 2.0 QUALIFYING REQUIREMENTS OF TENDERERS

- 2.1 If a tenderer is not registered with North Central Railway or is not an approved source for the tendered item with North Central Railway RDSO/DLW/CLW/ICF/CORE, he shall provide a satisfactory evidence acceptable to the Purchaser 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 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 organisation to ensure that there is adequate quality control at all stages of the manufacturing process.
- 2.2 For purpose of Para 2.1, the tenderer should additionally submit:-
  - a. A performance statement as in Annexure-2, giving 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.
  - b. A statement indicating details of equipment employed and quality control measures adopted as in Annexure 3.
- 2.3 The tenderer shall clearly indicate whether he is registered with COS/North Central Railway for the quoted item and if so he must quote the registration no along with monetary limit, if any. If the tenderer is registered with NSIC he must enclose a photocopy of valid NSIC certificate showing monetary limit and the items for which registered. The tenderer shall mention clearly if he is approved with G.M./CEE/CME/N.C.Rly. In case the tenderer is approved by CLW/DLW/ICF/RDSO/CORE for the quoted item, a Photostat copy of the approval must be furnished with the offer.
- 2.4 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 an educational order of small quantity.
  - 2.4.1 All Part-II approved tenderers must submit attested photocopies of POs, Inspection Certificates and Receipt Notes/Certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over the preceding three years by

any Zonal Rly/PU. Such tenderers are to note that non submission of such documents shall be taken as their not having any such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.”

- 2.5** For items reserved for procurement from Small Scale Industries: The offers of SSI Units registered with NSIC for the particular item will only be considered. SSI Units registered with NSIC should participate in tender directly enclosing copy of NSIC certificate and offers from their agents will not be considered. Offers of non-NSIC registered firms will be considered only in case suitable offer of NSIC registered firm is not available.
- 2.6** Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the North Central Railway/IRPMU 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/IRPMU the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing to which the tender may be rejected, or if such fact subsequently comes to light the contract may be rescinded.
- 2.7** Tenderer not submitting the requisite information may note that his offer is liable to be ignored.

### **3.0 TIME SCHEDULE**

- 3.1** 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.
- 3.2** In the case of “ex-stock” offers, the dispatch 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.
- 3.3** In case of delivery by rail, the date on which stores are placed on rail after inspection (i.e. RR/PWB date) will be the date of delivery. In case of local delivery, the date of delivery to consignee will be taken as date of delivery. For outstation dispatches, if sent by lorry, the date of receipt by consignee will be taken as date of delivery. In all cases, clause 0600 of the IRS Conditions of Contract will have the over-riding effect.
- 3.4** 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.

### **4.0 EARNEST MONEY**

- 4.1** The tenderers are required to deposit earnest money equivalent to two percent (2%) of the estimated tender value subject to an upper limit of (a) Rs. 5 lakhs for tender valuing upto 10 crores and (b) Rs. 10 lakhs for tender valuing above 10 crores. of their offer rounded off to nearest hundred subject to ceiling of Rs. 5/10 lakhs as stated above. If a tenderer does not furnish the earnest money, he should clearly indicate in his offer as to why he had not furnished the same and failure to do so will be taken as unwillingness on his part to deposit the earnest money. The earnest money should be deposited in any of the following forms:-
  - a. Fixed deposit receipts, Call deposit receipts, Pay orders, Demand drafts of scheduled banks of India approved by RBI drawn in favour of Dy. Financial Advisor & Chief Account Officer (FA&CAO), Indian Railway Project Management Unit, New Delhi.
  - b. Bank guarantee from any Scheduled Bank in the prescribed form as per Annexure 4. The bank guarantee should be valid for 1 month beyond the required validity period of the offers.
- 4.2** No interest shall be payable on the Earnest Money.
- 4.3** The purchaser reserves the right to forfeit the Earnest Money Deposit, if the tenderer withdraws or revises his offer within the stipulated validity period or fails to deposit security money in terms of item 1 of special conditions of contract.

- 4.4** The under noted categories of tenderers need not deposit earnest money:-
- a. Government departments
  - b. Small Scale Industrial Units holding NSIC registration for the tendered items
  - c. Firms borne on North Central Railway's list of registered/approved suppliers.
  - d. Firms on approved list of DGS&D for the tendered item.
  - e. Firms on approved list of RDSO, DLW,CLW,ICF and CORE for tendered item.
  - f. Manufacturers, and their accredited agents subject to a certificate of authorization from the manufacturer to participate in the specific tender being submitted with the offer as per Annexure 5.
- 4.5** The refund/return of earnest money to the unsuccessful tenderers becomes due as soon as the tenders are decided, the results of which are also published in the Stores bulletin.

## **5.0 SUBMISSION OF OFFERS**

- 5.1** The tenderers should submit quotations on the offer form (enclosed with tender documents) and tenders submitted on other than the prescribed form may not be considered. All the offers shall be either typewritten or handwritten neatly in indelible ink. No erasures, alterations or overwriting is permitted, on offer forms. Tenders with corrections, if not attested by the tender signing authority, may be ignored. The tenderers are advised to write the rate and other terms involving financial implications both in words and figures in their quotations. In case of difference in rate in words and figures, the lower of the two will prevail.
- 5.2** Tenderers can also submit their offer on the tender document downloaded for our website '[www.irpmu.railnet.gov.in](http://www.irpmu.railnet.gov.in)' However, the cost of tender document as applicable must be accompanied with the offer, failing which, the offer is liable to be ignored.
- 5.3** The offers should strictly confirm 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 confirm to description, drawing / specification as mentioned. Samples submitted will be considered as supplemental and not in suppression 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 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 labeled so as to correspond with the items of the tender. They should be sent "Freight Paid" to the same address as per the tender and arrangements should be made to see that they arrive by the opening time and date of the tender, otherwise, offers are liable to be rejected.

Samples submitted by the tenderers, which are of the value of Rs. 100/- or less, will not be returned to them. For samples valuing above Rs. 100/- the tenderer must state on the tender form if he required the return of unaccepted samples failing to 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.

- 5.4** The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing: -
- a. as sole proprietor of the concern or as attorney of the sole proprietary.
  - b. as partner (s) of the firm;

- c. as Director, Manager or Secretary in the case of Limited Company duly authorised by a resolution passed by the Board of Directors or is pursuance of the Authority conferred by Memorandum of Association. As authenticated copy of the document, which authorizes the signatory to commit on behalf of the firm, shall accompany the offer.
- 5.5** Offer in prescribed form should be addressed to President of India through Office of Dy.CMM/IRPMU/New Delhi. Only one tender should be submitted in one envelope superscribing Tender No., date of opening and name of the item on the top of the envelope.
- 5.6** All tenderers should submit performance statement as in Annexure-2 giving list of major supplies offered in recent past, of the items offered by them giving details of purchasers name and address, order no. and date, quantity supplied and whether supply was made within delivery schedule.
- 5.7** Tenders should submit Photostat copy of their current valid Income Tax Clearance Certificate alongwith their quotation failing to which their offers are likely to be ignored.
- 5.8** All tenderers are advised to indicate their Banker's name and account number in their offers. This information is needed for the purpose of cheques for payment against the contract, if placed, being issued with indication of bank account no. etc. to safeguard against misappropriation of cheque.
- 5.8.1 Electronic Fund Transfer:** Suppliers who desire to have their bills paid through EFT system are requested to furnish their bankers details in the NEFT mandate form which is enclosed as Annexure-7 in this booklet."
- 5.9** For guidance of tenderers, a check sheet at Annexure 7 is enclosed which may be filled and submitted with the offer.
- 5.10** Tender boxes maintained in the office of stores IRPMU, New Delhi will be closed at 14.15 hrs. on the date fixed for this purpose. Tenderers are advised to ensure that their tenders are deposited in the tender box latest by 14.15 hrs. On the date of tender opening offer received through Telex, Telegram, Fax, etc. shall not be accepted. Tenderers sending their tenders by post/ courier should ensure that the same are delivered sufficiently in advance so as to facilitate the same being deposited in the tender box well in time. Tenders received after the due date/time will be treated as "LATE TENDERS" and will be rejected. The railway administration will not be held responsible for any postal delay.
- 5.11** The tenders received shall be opened in the presence of the tenders or their authorized representatives, who may like to be present, at 14.30hrs on the date of opening and the name of tenders and the rates tendered by them will be read out.

## **6.0 PRICE BASIS & EVALUATION CRITERIA**

- 6.1** The price quoted shall be firm. The tenderer shall indicate price on free delivery to destination basis, which shall include all state and central taxes and excise duty leviable and all charges for packing, cartage, loading, forwarding, Octroi charges (where Octroi exemption certificate issued by the consignee is not acceptable to concerned authorities). In addition, a complete break up showing ex-factory price, excise duty, taxes, handling & freight charges shall also be given.
- 6.2** 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.
- 6.3** Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any grounds whatsoever.
- 6.4** The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.
- 6.5** Unless indicated otherwise in a tender floated for more than one item(s) and/or Consignee(s), the criteria for evaluation of offer for deciding the inter-se position, shall be based on the offer value arrived at in accordance with para 6.1 & 6.2 above for individual item(s) and/or for individual consignee(s) as the case may be.

- 6.6 (a) Price/purchase preference:- 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 can not however be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness.
- (b) In case firm registered with NSIC for tendered item, wants to avail price preference over large scale unit as per extant Govt. policy, they should clearly claim the price preference in their offer along with the copy of NSIC certificate in support of their claim .The firm who does not claim specifically price preference in their offer will not be considered for price preference.

6.7 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 railways 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.

## 7.0 EXCISE DUTY

- 7.1 If reimbursement of Excise duty is intended as extra over the quoted prices, the supplier must specifically say so. In the absence of any such stipulation, it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- 7.2 If a tenderer chooses to quote price inclusive of excise duty, it will 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.
- 7.3 If a tenderer is exempted from payment of excise duty upto a certain value of turnover, he should clearly state that no excise duty will charged by him upto the limit of exemption enjoyed by him. If any concession is available in regard to rate/quantum of Central Excise Duty, it should be brought out clearly. It should also be clearly indicated whether increase in rate of excise duty due to increase in turn over will be borne by the tenderer. Stipulation like, "excise duty is presently not applicable but the same will be charged if it becomes leviable later on", will not be accepted unless in such cases it is clearly stated by the tenderer that excise duty will not be charged by him even if the same becomes applicable later on due to increase in turnover. If a tenderer fails to comply with this requirement, his quoted price shall be loaded with the quantum of maximum excise duty, which is normally applicable on the item in question for the purpose of comparison with prices of other tenderers.
- 7.4 The tenders should indicate in their offer whether they are registered with Excise authorities for availing MODVAT or not. If they are availing MODVAT, they should take into account the entire credit on inputs available under MODVAT Scheme while quoting the prices and furnish a declaration to this effect along with a confirmation that any further benefit available in future on account of MODVAT will be passed on to the purchaser.

## 8.0 SALES TAX / VAT

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. For concessional sales tax as fixed by Government from time to time, a certificate on form 'D' will be issued by the purchaser.

## **9.0 DELIVERY TERMS**

- 9.1** The purchaser will prefer free delivery by road at consignee's end and tenderers may indicate freight/delivery charges in their offers. In case an offer is submitted on the basis of FOR–Station of dispatch, without indicating freight delivery charges, the supplier shall agree to dispatch the stores by road on free delivery to consignee on freight pre-paid basis and claim reimbursement of the lower of road / rail freight.
- 9.2** In case an offer on FOR station of dispatch is accepted with mode of despatch by rail, the supplier shall agree to book the stores by goods train for wagonload consignments and passenger/parcel train for smalls. Reimbursement of prepaid freight element may be obtained through bill.
- 9.3** 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.

## **10.0 PAYMENT TERMS**

- 10.1** The standard payment terms subject to recoveries, if any, under the liquidated damages clause in the IRS Conditions of Contract will be 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 note issued by the consignee after inspection and acceptance at destination.

For contracts valued upto Rs. 1 lakh, payment terms as per (b) above only will normally be accepted. 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 and road, receipted challan signed by the Gazetted officer at consignee's end will be taken as proof of delivery.

## **11.0 INSPECTION**

The inspection of stores at manufactures' premises before despatch 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.

## **12.0 ACCEPTANCE OF TENDER**

- 12.1** 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.
- 12.1.1** Wherever the splitting of the quantity to be ordered is considered necessary, pre-decided split ordering shall be adopted.
- 12.1.1.1** In all such cases, the tender documents will contain specific quantity distribution ratio. The purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers in the ratio indicated in the tender documents. Zone of consideration of such eligible tenderers will be the right of the purchaser.
- 12.1.1.2** Whenever such distribution/splitting of the tendered/procurable quantity is made, the quantity distribution will depend 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 etc. being same/similar).For example: if the differential of the rates between the L-1 and L-2 eligible venders is 5%, then the distribution of quantity will be approximately in the ratio 55:45(55% for the L-1 tenderer).If the price differential is 3%, then the distribution of quantity will be approximately in the ratio 53:47(53% for the L-1 tenderer) and so on.
- 12.1.1.3** The rate of the highest eligible tenderer within the zone of consideration has to be, per se, reasonable to the purchaser.
- 12.1.1.4** 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 as 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 Principle of natural Justice and Equity.

- 12.1 The purchaser shall be entitled to increase the tendered quantity shown in the Schedule of Requirements by not more than 30% at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer.
- 12.2 **PRICE PREFERENCE CLAUSE:** The purchaser reserves the right to award contract to Public Sector Undertakings giving purchase preference as per policy of the Government of India.

### **13.0 VALIDITY OF OFFER**

The offer shall be kept valid for acceptance for a minimum period of 90 days from the date of opening of the tender. If necessary, the purchaser may obtain clarification on the offers by requesting for such information from any of the tenderers as considered necessary. Tenderer will, however, not be permitted to change the substance of the offers after the tenders have been opened.

## **SPECIAL CONDITIONS OF TENDERS FOR MACHINERY & PLANTS ITEMS**

### **1.0 Technical Compliance:**

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

### **2.0 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.

### **3.0 Validity**

The offer should be kept valid for 120 days from the date of opening of the tender.

### **4.0 After Sales Service**

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

### **5.0 Annual Maintenance Contract (AMC):**

Tenderers shall also quote charges on an annual basis, separately for the proper upkeep and maintenance of the tendered equipment. The offers for the tenders will be loaded with quoted AMC charges for comparative evaluation of bids. Railways reserve the right for entering into Annual Maintenance Contract (AMC) on the basis of rates quoted by the firm in their tender against AMC charges.

### **6.0 Commissioning & Proving Test:**

**6.1** The contractor shall arrange commissioning of the equipment at the consignee premises. The tenderers shall carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning, to entire satisfaction of the consignee.

**6.2** 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 of the machine for commissioning 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.

**6.3** The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of the contractor, the purchaser shall be entitled to recover and the Contractor shall be liable to pay liquidated damages at the rate of 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.

**6.4** Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the clause 6.3 above.

The decision of the Purchaser, whether the delay in commissioning has taken for reasons attributed to the Contractor, shall be final.

### **7.0 Training:**

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

## **8.0 Maintenance manual & Spare Parts:**

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

## **9.0 WARRANTY:**

- a. The contractor shall warrant that the equipment supplied shall be free from defects and faults on materials, workmanship. Manufacturing quality should be of the highest grade consistent with the established and generally accepted standard goods of the type offered and in full conformity with the tender specifications.
- b. Unless otherwise mentioned in the specification, the equipment offered should be warranted against defective design, material, workmanship etc. for a period of 30 months from the date of delivery at ultimate destination or 24 months from the date of commissioning and proving test at destination whichever is earlier provided defects and/or claims are notified to Contractor within 2/3 months of such date.
- c. The Contractor shall, if required, replace or repair the equipment or such portion thereof as is found defective by the Purchaser, free of cost at the ultimate destination or at the option of the purchaser, the Contractor shall pay to the Purchaser value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
- d. The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final & conclusive.

## **10.0 Payment terms:**

- a. For order valued upto Rs 1 lakh-100% payment will be made after inspection and receipt/ installation and acceptance of equipment by the consignee.
- b. For orders valued above Rs 1 lakh- 80% payment shall be made against proof of despatch/ delivery and inspection certificate, 10% after completion of installation and balance 10% after commissioning and acceptance of the equipment by consignee subject to submission of B.G. for 10% of the contract value for warranty obligations valid beyond 6 months period.

## SPECIAL CONDITIONS OF TENDERS FOR SIGNALLING & TELECOMMUNICATION ITEMS

- 1.0** Purchase of Signaling & Telecommunication items, for which RDSO has approved the sources, will be made from the sources approved by RDSO under Pt.I/II as per extant policy. The tenderers should enclose along with their offer a copy of valid/current "type-approval" for the product offered.
- 2.0** Firms not borne on the approved list of RDSO must fill up the proforma for assessment of technical manufacturing capability (Annexure '3'), and submit the same with the offer.
- 3.0** In case of Signalling cables, where the tenderers choose to incorporate a price variation clause with reference to price of copper/aluminum/PVC compound etc., the prices quoted should be based on raw material prices of IEEMA as applicable one month prior to the month of tender opening.
- 4.0** In case development/educational orders are placed on firms not approved by RDSO, the samples of materials manufactured by them would need to be got 'type-tested' from RDSO and approval obtained before commencing bulk supplies.

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 SECURITY DEPOSIT:

- 1.1** The successful tenderers shall within 14 days, after written notice of acceptance of tender has been posted to him, deposit by furnishing a demand draft or fixed deposit receipt issued by a scheduled bank approved by RBI, drawn in favour of Dy. FA & CAO, IRPMU, New Delhi, for a sum of equal to 10% of total value of contract subject to upper ceiling of Rs. 10 lakhs for contract valuing upto Rs. 10 crores and 20 lakhs for contract valuing above Rs. 10 crores. which tender has been accepted subject to maximum of Rs. 10/20 lakhs as stated above, as security for satisfactory fulfillment of the contract. The security deposit can also be made in the shape of Guarantee Bond executed by a scheduled bank as per Annexure 6.
- 1.2** Security deposit for due fulfillment of contract for supply of stores will not be taken from:
- a. Government departments.
  - b. Small Scale Industrial Units recognized by NSIC for group of stores for which they are registered.
  - c. Firms 'borne on North Central Railway's list of approved suppliers only for the items for which they are registered.
  - d. Firms approved by RDSO, DLW, CLW, ICF and CORE for the specific items.
- 1.3** 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.
- 1.4** 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.

### 2.0 ADVICE OF DESPATCH OF STORES

- 2.1** 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.
- 2.2** 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 Dy. CMM/IRPMU/Shivaji Bridge, New Delhi.
- 2.3** 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.

### 3.0 EXCISE DUTY.

- 3.1** Any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract period shall be allowed as per contract provisions, to the extent of quantum of excise duty actually paid by the supplier. Similarly in case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be passed on to the purchaser by the supplier. All such adjustments shall include all relief, exemptions, rebates, concession etc., if any, obtained by the supplier.
- 3.2** Unless otherwise specifically agreed to in terms of the contract, the purchaser shall not be liable for any claims on account of fresh imposition and or increase of excise duty. Customs duty and sales tax on raw materials and /or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract .

- 3.3** Reimbursement of Excise Duty: - The reimbursement of Excise duty claimed by the firm as extra over the quoted price shall be made to the extent it is legally leviable and amount if reimbursement would be limited to actuals subject to the same being supported by documentary evidence.

#### **4.0 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS**

The purchaser reserves the right to alter from time to time; the specifications, patterns and drawings and from the date that may be specified by him the articles shall be, in accordance with the specifications, patterns and drawings, so altered. In the event of any such alteration involving an increase or decrease in the cost or in the period required for production, a revision of the contract price and of the time fixed for delivery shall be made in relation to the articles the subject of the alterations. The decision of the purchaser on the question, whether the alteration involves an increase or decrease in the cost or in the period required for production shall be final and conclusive.

#### **5.0 PAYMENTS**

- 5.1** 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 (detailed in para 5.7 below) and submitted in duplicate to the Dy. Financial Adviser and Chief Account Officer, IRPMU, Shivaji Bridge, 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, ITCC etc. as per terms of the contract to the Dy. Financial Adviser and Chief Account Officer, IRPMU, Shivaji Bridge, New Delhi endorsing a copy of the forwarding letter to the controller of Stores as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (ii) above for payment.
- 5.2** For materials supplied against orders placed for direct despatch to the consignee on this Railway on non-stock basis i.e. other than those cases mentioned in clause 5.1 above, the supplying firm will prepare their 100% payment bills in duplicate, in ink on prescribed forms and submit the same as under.
- 13.1.1. One copy of the bill marked, "ORIGINAL" with all despatch documents as per terms of contract directly to the consignee.
  - 13.1.2. Another copy of bill marked "DUPLICATE NOT FOR PAYMENT " to the Controlling Officer of the consignee mentioned in the supply Order.
  - 13.1.3. 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 5.1 (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.
  - 13.1.4. 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 dispatches 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."
  - 13.1.5. 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. "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 of supply, after we submitted quotations and submitted the present bill”

- 5.3** 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.
- 5.4** In case the bill is submitted to Dy. 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.
- 5.5** 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 Controller of Stores, North Central Railway, and Allahabad before bill is submitted.
  - c. All Bills should be submitted in forms S-2817 in duplicate, marked 'Original' and 'Duplicate'. These bill forms can be had from the office of Dy.CMM/IRPMU/New Delhi 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 Dy. Financial Adviser and Chief Account Officer, IRPMU, Shivaji Bridge, New Delhi.
  - 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 per-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 Cod, Bank Account No. and Branch, Purchase Order No./Contract No., Date, PL No. etc.
  - i. Clear Photocopy of valid ITCC should be enclosed with each and every Bill.
  - j. Wherever PVC is applicable, basis of PVC may be given, with relevant documents.
  - k. Copy of Amendment letter issued by Store's Department, if any be enclosed.
  - l. Transport Receipt/Challan for freight charges should be enclosed along with the bills.
  - m. In case of Advance Payment, following documents should also be enclosed along with the bills.
    - a. Receipt Delivery Challan duly signed and stamped by Gazetted Officer/Clear Railway Receipt.
    - b. Original Inspection Certificate.
    - c. Excise Invoice (original- for buyer) wherever applicable.
    - d. MODVAT declaration.
  - n. In case of 100% and Balance Bills, the following documents be enclosed along with the bills:-
    - (i) Receipt Note Para-II
    - (ii) ED gate pass wherever applicable.
  - o. All other relevant documents as per Contract provisions.

**PROFORMA STATEMENT OF DEVIATIONS**

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

CLAUSE	DEVIATION	REMARKS (Including-justification)

- (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 Contract-

CLAUSE	DEVIATION	REMARKS (Including-justification)

Signature and seal of  
The manufacturer/Tenderers

Note: where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No Deviations.

**ANNEXURE-2**  
(Please see clause 2.2(a) of  
Instruction to Tenderers)

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

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

Name of the Firm.....

No	Order placed by(full address of purchaser)	Order No. & date	Description of stores	Quantity ordered	Date of completion of delivery				Have the stores been satisfactory supplied & any adverse comment from purchaser/user
					Unit price E.D. ST & FOR items	As per contract	Actual	Remarks indicating reasons for late delivery, if any	

Note: Copy of last three P.O should be enclosed by firm.

Signature and seal of the manufacturer/Tenderers

**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., New Delhi? If so, furnish full particulars of registration, currency period etc.

Signature and seal of the  
Manufacturer/Tenderers

**PROFORMA BANK GUARANTEE FOR BID GUARANTEE**  
**(ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)**

Ref.....Date.....

Bank Guarantee No.....

.....

TO

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

Dear Sir,

In accordance with your invitation to tender No..... due on..... for supply of  
.....

M/s..... hereinafter called the tenderers with the following Directors on their board of  
Directors/

Partners of the firm.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

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

As a bank Guarantee against Bid Guarantee for a sum of.....

.....(in Words &figures) valid for (120)\* one hundred and twenty days due date of tender required to be submitted by the tenderers as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of (120)\* one hundred and twenty days to immediately pay, on demand by the Dy.

Chief Material Manager Indian Railway Project Management Unit Shivaji Bridge, New Delhi-10001

INDIA, the amount.....in words & figures, to the said Dy. Chief Material Manager Indian Railway Project Management Unit Shivaji Bridge, New Delhi-10001 INDIA, and without any reservation and recourse, if

- (i) the tenderers after submitting his tender, modifies the rates or any of the terms and condition thereof, except with the previous written consent of the purchaser; or-
- (ii) the tenderers withdraws the said bid within 90\*\* days after opening of bid; or
- (iii) the tenderers having not withdrawn the bid, fails to furnish Performance Guarantee Bond (Security deposit) within the period provided in the Advance Acceptance of tender (or contract)

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

Date.....

Signature.....

Place.....

Name.....

Printed-

Witness.....

.....

(Designation)

.....

(Bank's Common seal)

\*150 days and \*\*120 days for tenders of Machinery & Plant.

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

NO.....

DATED.....

TO.

THE PRESIDENT OF INDIA,  
Acting through the Controller of Stores,  
North Central railway  
Dy. Chief Material Manager  
Indian Railway Project Management Unit  
Shivaji Bridge, New Delhi-10001

Dear Sir,

Subject:- Dy.CMM/IRPMU/Shivaji Bridge/New Delhi 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-6**

(Please see clause -1.1 of special condition of contract')

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND**

Ref.....

DATED.....

Bank Guarantee No.....

TO.

THE PRESIDENT OF INDIA,  
Acting through the Controller of Stores,  
North Central railway  
Dy. Chief Material Manager  
Indian Railway Project Management Unit  
Shivaji Bridge, New Delhi-10001

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 indemnify and keep indemnified the president of India (Govt. of India.) against any loss or damage that may be caused to or suffered by the president of India(Govt. of India) by reason of any breach by the contractor 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 exercise able by the President of India (Govt. of India) against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and 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.....

.....

.....  
( Bank's common Seal )

ANNEXURE-7

CHECK SHEET

1. Have you purchased bid documents Yes/No
2. Have You quoted in the prescribed proforma ( Para 5.1 of 'Instruction to tenderers' and Annexure1) Yes/No
3. Have you submitted earnest money (Para 4 of 'instruction to tenderers' ) Yes/No
4. Have you furnished the performance statement (Para2.2 (a) of Instructions to tenderers' and Annexure2 ) Yes/No
5. Have you submitted the Banker's report (Para 2.1(b) of 'instruction to tenderers') Yes/No
6. Have you furnished the detail of equipment/quality control(para2.2(b) of 'Instruction to tenderers' and Annexure 3) Yes/No
7. Have you furnished the statement of deviations (preferably nil) (Para 1.4 of Instructions to tenderers' and Annexure 6) Yes/No
8. Have you quoted price on the basis of free delivery to destination, indicating break up (Para 6.1 of 'Instruction to tenderers') Yes/No
9. Have you quoted delivery period correctly and precisely Yes/No
10. Have you furnished your income tax clearance certificate Yes/No
11. Have you kept your offer valid for 90 days (Validity of 120 days is required for of machinery & plant). Yes/No
12. Have you submitted authenticated copy of the document authorizing the signatory to submit offer and commit on behalf of tenderers (Para 5.2 (c ) of 'Instructions to tenderers') Yes/No

Signature & seal of  
the manufacturer/tenderers