



भारतीय रेल

INDIAN RAILWAYS

चित्तरंजन रेल इंजन कारखाना

CHITTARANJAN LOCOMOTIVE WORKS

(AN ISO 9001 UNIT)

चित्तरंजन (पश्चिम बंगाल) भारत

CHITTARANJAN (WEST BENGAL) INDIA

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Visit us at: www.clw.indianrailways.gov.in & www.ireps.gov.in	

बोली दस्तावेज

Bid Documents

विज्ञापित निविदा सं० / ADVT. TENDER NO. / विश्व निविदा सं० / GLOBAL TENDER NO.
..... को खोला
जानेवाला / DUE ON की आपूर्ति के लिये / FOR SUPPLY OF
.....

Please find enclosed herewith a set of tender documents to enable you to participate in our subject tender referred above. You are requested to kindly go through the instructions to the tenderers, special conditions of contract indicated herein. Indian Railways Standard Conditions of Supply Contract will be applicable in all our contracts. You are requested to submit your offer in time in duplicate, in a sealed cover on prescribed tenders schedule together with relevant documents completed in all respects, requisite Earnest Money, tender cost (Fee) etc called for herein, to **the Tender issuing Office**. Relevant Pages of the Bid document explaining the terms & conditions should be returned duly signed in token of acceptance of the same. Please do not forget to super scribe legibly Tender No. and due date on the sealed envelope /cover.

Section 1

Instructions to Tenderers for E-Tenders

1. Before filling up the tender form, please read the

- (A) Instruction to Tenderers for E-Tenders,
- (B) General Conditions of Contract
- (C) Special Conditions of Contract
- (D) IRS Conditions of Contract (As Applicable).
- (E) Schedule of Requirement
- (F) Notice Inviting Tender

These are available on the web page of Chittaranjan Locomotive Works, Chittaranjan clw.indianrailways.gov.in and also on the ireps web page www.ireps.gov.in. The contract will be governed by these conditions. Your digital signature on the e-tender form will be indicative that you have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied / mentioned by you in your offer.

1.1. On behalf of the President of India, the Controller of Stores, Chittaranjan Locomotive Works, (hereinafter referred to as the 'Purchaser' or 'CLW or 'Railways') invites electronic tenders for the supply of items as given in the "Notice Inviting Tender" and "Item Details" page attached with "Financial Rate Page screen" of each electronic tender.

1.2. The Contract, placed on successful tenderer(s), shall be governed by (i) the latest version of IRS Conditions of Contract, (ii) Instructions to tenderers for e-tenders (iii) General Conditions of Contract and (iv) Special Conditions of contract (v) Conditions, if any, mentioned in Notice Inviting Tender/ Schedule of Requirement.

1.3. It will be presumed that the firms who have submitted the e-bid along with tender cost, have gone through and accepted all the terms and conditions of tender, until and unless firms specify the deviations from those conditions and so indicated specifically under the headings – "Technical Deviation Statement" and "Commercial Deviation Statements".

1.4. E-Tender Document: E-Tender documents consist of:

- (A) Instruction to Tenderers for E-Tenders,
- (B) General Conditions of Contract
- (C) Special Conditions of Contract
- (D) IRS Conditions of Contract (As Applicable).
- (E) Schedule of Requirement
- (F) Notice Inviting Tender
- (G) Techno-commercial offer form including attachments (if any)
- (H) Financial Offer Form

1.5. Manual offers shall NOT be accepted against E-Tenders. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

1.6. Cost of Tender Documents: Tender document cost has to be submitted online only in the electronic mode through payment gateway facility on the IREPS Website. The tender document cost will be as below:-

S. No.	Tender Value	Cost of Tender Document (INR)
1.	Above Rs. 10.0 Lakh and up to 30 Lakh each	500.00
2.	Above Rs. 30.0 Lakh and up to 2.0 Crore each	1,500.00
3.	Above Rs. 2.0 Crore and up to 25.0 Crore each	2,500.00
4.	Above Rs. 25.0 Crore and up to 50.0 Crore each	5,000.00
5.	Rs. 50.0 Crore and above	10,000.00

1.7. Submission of e-Tenders:

Before proceeding to fill up the e-tender for submission, bidders may please note that non compliance of following important parameters/conditions may lead to **summarily rejection** of their bids. These conditions, though find mention at appropriate places in the bid documents, are being reiterated and are being mentioned and indicated here itself lest the offer(s) get summarily rejected due to inadequate attention by the bidders to these specific conditions.

1.8. Tender Cost: Submission of cost of tender document:

1.8.1 Bids without tender cost shall be summarily rejected. Tender document cost has to be submitted online only in the electronic mode through payment gateway facility on the IREPS Website.

1.8.2 Firms registered with NSIC/DIC and claiming for exemption from tender cost to please specifically note:

As per the extant instructions, firms registered with NSIC/DIC are entitled for getting exemption from submission of tender cost provided they are registered for specific tendered item(s). Since submission of tender cost is a mandatory requirement, **bidders are advised to submit the cost of tender document unless the certificates issued by the NSIC/DIC contain the specific item(s) for which tender has been issued. Any offer, which is not accompanied with appropriate cost of tender, will be rejected, if it is found that certificate(s) issued by the NSIC/DIC do not contain the specific tendered item(s) with the identical tendered specification. While comparing the item(s), amendments and/or Revision and/or Alteration issued in the tender specification shall not be taken into consideration.**

Hence, tenderers are advised not to take any risk and in case of any doubt with regard to difference in the description of tendered item(s) including the tendered specification vis-a-vis item(s) appearing in the NSIC/DIC certificate(s), and should submit the cost of tender along with their offer.

Tenderers should further note that descriptions which are general in nature like Electric Locomotive Parts/Equipments/Spares/Components, fabrication items and/or drawing/specification "as per customers' requirement", "as per railway requirements" etc appearing in the NSIC/DIC certificates shall not be treated at par with tendered item(s) and such offers, if not accompanied with appropriate cost of tender, shall be rejected.

NSIC/DIC certificate(s) should be valid as on date of tender opening else the firm shall be treated as if they are not registered with NSIC/DIC.

1.8.3 No tender cost shall be charged for Limited/Bulletin and PAC/Single tenders.

1.8.4 Government Ministries, departments and Undertakings are exempted from submission of tender cost.

1.9. Price Variation Clause (PVC):

1.9.1 There may be cases of procurement of stores, wherein the schedule of requirement will indicate the Price Variation formula. Tenderers are advised to quote as per specific Price Variation (PV) formulae and base date for Raw Material prices given in the schedule of requirement. **Offers with deviation in the PV formula and/or base date of price(s) of input raw material(s) other than as specified in the tender schedule, will be summarily rejected. Offers from bidders quoting with fixed price where tender incorporates pre defined PVC will also be summarily rejected.**

1.9.2 In case no PVC has been incorporated in the schedule of requirement, bidders must quote on fixed price basis only. **Offers with PVC in such cases will be summarily rejected.**

1.10. Validity of offers: Unless otherwise specified, offers should be valid for 60 days for Limited and Bulletin Tenders and 120 days for Advertised Tenders after closing date of tender. **Any offer having lesser validity shall be deemed as commercially unresponsive and will be summarily rejected**

1.11. Option Clause: Bidders should confirm unqualified acceptance of option clause in the tender in which $\pm 30\%$ option clause is specifically indicated in the special condition of Tender. **Non acceptance of this clause or acceptance of this clause with any riders will lead to summary rejection of the bid.** Any mention such as option clause is acceptable with mutual consent, will be treated as non- acceptance of the option clause. In case, it is neither confirmed nor denied, it would be presumed that bidder has accepted this condition.

1.12. Filling of E-Tender Form:

1.12.1 Tenders should be duly filled in (on the assigned spaces), duly signed with the digital signature and submitted online. All mandatory fields marked with (*) have to be filled by the tenderers.

1.12.2 Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, deviation statement, checklist & special conditions etc.), financial offer form and attach scanned copies of necessary documents. The tenderers must note that they will be considered fully responsible for scanned copies of documents submitted by them under their digital signature and as per IT Act they will not be allowed to disown any submissions under the said digital signature.

- 1.12.3** All the mandatory fields of the Techno-commercial offer form and financial offer form (i.e. Rate page) including basic rate, all taxes and duties (including maximum percentage of Sales Tax/VAT, and Excise Duty), or any other taxes/duties which may become applicable during the currency of the contract, freight upto destination and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the vendor. **All-inclusive rates on FOR destination basis shall be automatically calculated by the system and shown to the vendor through a Pop-up window before final submission of offer.**
- 1.12.4** The Tenderers are required to quote their rates in the tendered units (e.g. Nos./Kgs./Sets/Mtrs/Kmtrs etc.) as per the tender schedule.
- 1.12.5** Tenderers should show discount, if any, at the specified place in the rate schedule only, instead of anywhere else in the offer. **Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking of offers.** Further, conditional discount(s) linked with quantity, payment, Inspection agency, destination, delivery place etc. will not be considered while adjudging the inter-se position of offers received.
- 1.12.6** **Purchaser, however reserves the right to avail any such conditional discount for placement of contract(s) and/or for counter-offering to the successful tenderers where considered warranted.**
- 1.12.7** Railway reserves the right to cancel the tender for full or part tendered quantity without assigning any reason. However purchaser will have his discretion to accept an offer for quantities which are up to 30% higher than the tendered quantity. The rates quoted by the tenderers for the full quantity would be taken as valid.
- 1.12.8** **Instead of waiting for last date of tender opening, Tenderers are advised to submit their offer and/or electronically submit Tender Cost well in advance. In the event of bidder not being able to submit their offer/ Tender Cost due to any technical glitch or network congestion or any other reasons whatsoever, Railway administration will not be responsible. No correspondence in this regard shall be entertained**
- 1.13.** Delivery is required to be made on FOR destination basis to SMM/CLW/Chittaranjan unless delivery to another place is stated in the SOR of tender. Any deviation from the same may be considered as commercially unresponsive and the offer is liable to be rejected. Delivery to AMM/Howrah in place of SMM/CLW/Chittaranjan is not acceptable and such offers shall be summarily rejected.
- 1.14. Mode of Delivery:** Deliveries are preferably to be made by Road transport. Risk in transport in all such cases rests with the supplier. Transit Insurance for risk in transit should be arranged by the supplier.
- 1.15.** Manufacturer's name and address and Brand of the stores offered must be stated, if and wherever required as per drawing/ specification. Otherwise offers are liable to be rejected
- 1.16. Delivery Schedule:** (a) The tenderers are to note the Railway's required delivery schedule given in the Tender schedule/ Offer Form and quote accordingly. Vague Delivery schedule must be avoided. In an Advertised Tender, unless otherwise specifically indicated, Bidders are required to quote delivery as per following delivery schedule.
- | | |
|------------------------------|--------------------------------------|
| 30% of ordered quantity | Within three months from date of PO. |
| Next 35% of ordered quantity | Within next three months thereafter. |
| Next 35% of ordered quantity | Within next three months thereafter. |
- Note:- Notwithstanding the delivery period offered by the bidder, purchaser reserves the right to incorporate the delivery period as per the tender condition and successful tenderers are expected to abide by the same**
- 1.16.1** Time for and the Date of delivery as specified in the Purchase Order is the essence of the Contract. However extension of Delivery date may be considered in deserving cases where genuine reasons exists. Such extensions of delivery dated may be considered with Liquidated damages and Denial Clause as per IRS conditions of Contract.
- 1.16.2** **Liquidated Damages for delays in supply and Risk Purchase/General Damages for default of supplier :** The earliest possible delivery is required in India. The Chittaranjan Locomotive Works attach utmost importance to timely deliveries and request manufacturers to take note of the liquidated damages and risk purchase/General Damages conditions as will apply in case of delays in supplies/ non supply
- 1.17.** Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender up to five days prior to the due date of opening of the tender, excluding the date of opening. Tenderers are also advised, in their own interest, to regularly check, till the opening of the tender, the website www.ireps.gov.in to see whether any such corrigendum to the tender has been issued or not and for submitting their e-bids or revising their e-bids.

1.18. Delivery Terms for Import Offers: -

The stores shall be delivered by the Contractor free on board such vessels/ aircraft in such port or ports named in the quotation as the Purchaser or his nominee may require.

Such number of inspection certificates, advice notes, packing accounts and invoices, as may be required by the Purchaser or his nominee, shall be furnished by and at the cost of the Contractor.

Freight for the conveyance of the stores or any part thereof, will be arranged by the Purchasers or his nominee, who will give due notice to the Contractor when and on board what vessels they, or such part thereof, are to be delivered. Should the Stores, or any part thereof, be not delivered within seven days of the receipt of such notice by the Contractor, the Contractor, will be liable for all payments and expenses that the Purchaser may incur, or be put to, by reason of such non - delivery including dead and extra freight, demurrage of vessels and any other charges incurred by the Purchaser whatsoever.

1.19. Original offer, Alternate Offer and Revised Offer:

1.19.1 The vendors can submit a revised commercial offer any time before the stipulated date and time of submission of bid and in such a case, the last revised offer submitted shall be considered valid. Tenderers must note that only last Revised offer, which is deemed to supersede all previous offers shall be tabulated.

1.19.2 The tenderers can also submit "Alternate Offer". An Alternate offer will be so considered by the system, tabulated and placed at its appropriate position in the tabulation statement.

1.20. Purchase Preference And Other Benefits To Micro And Small Enterprises MSE:

In supersession of earlier policy of price preference and other benefits to the small scale and in keeping with the "Public Procurement for Micro and Small Enterprises (MSEs) order, 2012" issued by the Ministry of Micro Small and Medium Enterprises, Government of India, benefits/preference will be extended to the registered Micro and Small Scale Enterprises as follows:-

1.20.1 MSEs registered for the tendered item(s) with any of the following shall be eligible for exemption from submission of the Tender cost.

- a) District Industries Centre
- b) Khadi and Village Industries Commission
- c) Khadi Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME

However, bidders are advised to refer to para 1.8.2 once again before concluding about non – submission of tender cost.

1.20.2 MSEs registered with any of the above agencies for the tendered item shall be exempted from payment of Earnest Money.

1.20.3 In tenders, participating and registered MSEs quoting price within price band of (L1+15%) shall be allowed to supply of portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from Tender other than an MSE and such MSEs can be together considered to ordering up to 20% of net procurable quantity in the Tender.

1.20.4 MSEs interested in availing themselves of these benefits must enclose, along with their offer, a copy of proof of their registration with any of the above mentioned agencies and also indicate the terminal validity date of their registration. The registration certificate should also include information about the status in regard to their category i.e. the ownership 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".

1.20.5 Failing submission of certificate as per Para 1.20.4 above, such offer will not be eligible for consideration of benefits detailed in MSE notification of Government of India dated 23.09.2012.

1.21. Drawings and Specifications:

1.21.1 Unless specified otherwise, Drawings and Specifications as mentioned in the tender schedule are available at www.ireps.gov.in and can be downloaded from there.

- 1.21.2** The goods offered should be in accordance with the drawing and specification stipulated in "Schedule of requirement". The Specifications should be understood to be the current editions of the respective specifications mentioned herein, current at the time of tendering inclusive of all Corrigenda and Addenda up-to-date. Statement of variations / deviations from drawings and specifications, if any, should be clearly indicated. 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 enclosed, failing which the offer will be liable to be rejected. Tenderers should further note that in the event of their quoting as per their own drawing and/or specification, they should necessarily indicate the deviations in their drawing vis-a-vis tendered drawing in the form of "technical deviation" failing which the offer will be deemed as incomplete and will be dealt on its merits.
- 1.21.3** All parameters/Clauses of specification should either be complied with or commented upon.
- 1.21.4** Deviation(s) in respect of those parameters/clauses, which are part of the technical specification, would be treated as technical deviation (s). Bidders are advised to bring those deviation(s) clearly in the technical deviation statement. In case, these deviations are not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity shall be to the disadvantage of the bidder.

1.22. Documents to be attached / uploaded along with e-Bid:

Scanned/soft copies of the following documents should be uploaded along with the e-Bid:

- 1.22.1** Satisfactory evidence that, he is a licensed manufacturer, who regularly manufacture the item and has technical knowledge and practical experience and he has adequate financial stability and status to meet the obligations under contract for which he is required to submit report from recognized bank or a financial institution.
- 1.22.2** Performance statement against Railways' orders for supply of same or similar items in the prescribed proforma. Supporting documents in support of supply of material such as Supply/purchase orders, inspection certificates, Receipt Notes/Receipt Order etc. to substantiate their past performance are required to be uploaded.
- 1.22.3** Tenderers own drawing/specification, if applicable.
- 1.22.4** Details of Machinery and Plant, other equipments, testing facilities, quality management / control systems, the current and valid ISO Certificate Copy and details of technical manpower available.
- 1.22.5** Letter of approval from RDSO/CLW / Railways indicating current validity and approval of their QAP by RDSO/CLW, wherever applicable.
- 1.22.6** The Tenderers should also indicate their registration number with CLW with monetary limit, trade groups for which registered and, validity date of registration.
- 1.22.7** Current and Valid NSIC/DIC Certificate, if registered with NSIC/DIC for the tendered item.
- 1.22.8** Proof for having paid EMD or grounds in favour of exemption/waiver.
- 1.22.9** In addition to the above further information regarding the capacity/capability if required by the purchaser shall be promptly furnished by the tenders. Bidders not submitting the above requisite information may note that their offer will be summarily rejected. The above information is not necessary from the firms who are approved/registered with CLW for the items indicated in 'Schedule of Requirements and such firms should indicate their approval/registration reference from CLW. Tenderers may note that even if they are registered/ approved suppliers for certain items of CLW but not for the items included in this Tender Schedule, they have to furnish all the requisite information.

1.23. Check Sheet for Vendors:

Vendors are advised to complete the "Check Sheet" as it appears as Part-'G' in Techno-Commercial offer form of IREPS.

1.24. Bid Submission:

- 1.24.1** E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS web site. Digital signature used must be "Class IIIB with Company Name" obtained from an Authority approved by the Controller of Certifying Agency, Ministry of Information Technology, Government of India.
- 1.24.2** Tenderers must look out for NIT as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Chittaranjan Locomotive Works, Chittaranjan shall not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.

1.24.3 Only bids received in the Electronic form through www.ireps.gov.in will be considered.

1.24.4 The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence there is no scope of any Late / Delayed offers in the online bidding process.

1.25. Tender Opening:

1.25.1 Electronic tender boxes will be opened only after stipulated closing date and time of the tender as shown on the IREPS Website.

1.25.2 After opening of the tender The icon  will turn .

1.25.3 All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement, after tender is opened, using internet access by visiting the web site www.ireps.gov.in instantly by clicking on the  icon.

1.25.4 Railway does not guarantee opening of the tenders at specified date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. Vendors, however, cannot submit/modify any offer or attach any file to it after the closing date and time for submission of bid as stipulated in the tender notice as System does not permit the same after closure of the virtual tender box regardless of the fact whether tender has been opened or not.

1.26. Earnest Money Deposit (EMD):

1.26.1 All tenders are required to pay EMD against advertised e-tenders and Global tenders subject to following exemptions

- (a) MSEs (Micro and Small Enterprises) registered with the agencies given in Para 1.20.1 above.
- (b) Vendors registered with the Railways up to the monetary limit of their registration for the items tendered / trade groups of the items tendered.
- (c) Vendors on approved list of RDSO/PUs/CORE/Railways etc. for those specific items for which they are on approved list.
- (d) Manufacturers and their accredited agents.
- (e) Other Railways, Govt. Departments.
(Railway Board ref. No. 2004/RS (G)/779/11 dated 09.10.2009)
- (f) Tenderer(s) exempted from payment of Earnest money shall have to upload with their offer, a scanned copy of the requisite documentary evidence in support of their claim.

1.26.2 The amount of EMD, to be furnished in advertised and global tenders, wherever applicable, is 2% of the offer value subject to an upper limit of:

Advertised Tenders -

- (a) Rs 5 Lakhs for tenders valuing up to Rs 10 Crores and
- (b) Rs 10 Lakhs for tenders valuing above Rs 10 Crores.
(Railway Board ref. No. 2004/RS (G)/779/11 dated 24.07.2007)

Global Tenders -

- (a) Rs 10 Lakhs for tenders valuing up to Rs 10 Crores and
- (b) Rs 20 Lakhs for tenders valuing above Rs 10 Crores. (Railway Board ref. No. 93/RS (G)/779/9 dated 19.05.1994)

1.26.3 Further, the upper limit on amount of EMD can be enhanced suitably for tender cases valuing beyond Rs 50 Crores which will be clearly specified in tender document as additional special condition to particular tender. Submission of Earnest Money may be done in any of the following manners. Payment of Earnest Money in the form of Pay Order/Demand Draft should be made in favour of FA&CAO/CLW or pledged to FA&CAO/CLW:

- a. Government Securities to be valued at 5% below the market value.
- b. Deposit receipt of any nationalized Bank.
- c. Guarantee Bonds executed by any nationalized Bank (as per Annexure 5.2)
- d. Demand Draft of any nationalized Bank.
- e. A deposit in Post Office Savings Bank.
- f. National Savings Certificate.
- g. National Defence Bond.
- h. Fixed Deposit Receipt (FDR)

1.26.4 **Validity of EMD:** EMD should remain valid for a period of 45 days beyond the final bid validity period, which should also be extended whenever bid validity is extended. No interest will be allowed on EMD.

1.26.5 **Return/Refund of EMD:**

- (i) The EMD of unsuccessful bidders will be returned to them within 30 days after expiry of final bid validity.
- (ii) EMD will be refunded to the successful tenderers on receipt of Security Deposit or retained in the case of the successful Tenderer for adjustment towards the Security Deposit, as required towards due performance of the contract.

1.26.6 Forfeiture of EMD: When a tenderer undertakes to keep the offers valid for a certain period but either withdraws the offer or revises the same within validity, the purchaser gets a right to forfeit the EMD.

1.26.7 The offers not accompanied by requisite EMD will be ignored summarily, unless falling in exempted category. The firm claiming exemption from EMD should clearly indicate valid reasons for such claim duly attaching scanned copies of relevant documents with their e-offers. The tenderers request for adjustment of EMD relating to their earlier tenders will not be considered. They will have to deposit E MD afresh.

1.26.8 Payment of Earnest Money should be made in favour of FA&CAO/CLW or pledged to FA&CAO/CLW:

1.27. Security Deposit:

1.27.1 Please note the following conditions of IRS Conditions of Contract **Para 0501:** Unless otherwise agreed between the Purchaser and the contractor, the contractor shall, within 14 days of written notice of acceptance of the tender has been posted to the contractor, deposit with the Railway concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the stores detailed in the contract for which, the tender has been accepted, subject to **upper ceiling of Rs.10 Lakhs for contracts valuing upto Rs.10 Crores & Rs. 20 Lakhs for contract valuing above Rs. 10 Crores.**

1.27.2 Payment of Security Deposit should be made in favour of FA&CAO/CLW or pledged to FA&CAO/CLW.

1.27.3 Security Deposit for SAFETY items: The Security Deposit (SD)/Performance Guarantee shall be taken from all firms for contracts for all Safety Items placed against Advertised Tenders and Global Tenders. No exemptions are available for firms registered with NSIC or borne in the approved list of RDSO, CORE or production Units. **If tender item is a safety item, it will have stipulation in Tender. Bidders must note that offer not accepting this condition, in case of tender of safety item, shall be summarily rejected.**

1.27.4 Security Deposit for other than SAFETY items: The Security Deposit (SD) shall be taken from all firms for contracts for items other than safety items placed against Advertised Tenders and Global Tenders subject to following exemptions:

- a) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered.
- b) Vendors registered with Railways upto the monetary limit of their registration for the items ordered/trade groups for items ordered or vendors on approved list of RDSO/PUs/CORE/ Railways etc. for those specific items for which they are on approved list or other Railways, Govt.Departments on their specific request and on merits of the case as considered by tender committee.
- c) Tenderers seeking waiver of Security Deposit on this ground shall have to upload scanned copies of requisite necessary documents in support of claim for SD waiver.

1.27.5 The usual security deposit, shall, however be taken in the case the contracts are placed on Unregistered / unapproved firms or for items for which a particular firm is not registered/approved.

1.27.6 Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier. After completion of all contractual obligations, SD will be returned to the successful supplier.

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

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

1.27.9 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 fulfilment or performance in all respects of

the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the 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.

1.27.10 The amount of SD to be taken, wherever applicable, will be 10% of the total value of contract subject to upper ceiling of Rs. 10 Lakhs for contracts valuing up to Rs. 10 Crore & Rs. 20 Lakhs for contract valuing above Rs. 10 Crores.

1.27.11 The successful Tenderers will be required to deposit Security Deposit with FA & CAO, Chittaranjan Locomotive Works, Chittaranjan as required by the Administration for proper fulfillment of the contract. The Security Deposit may be made in any of the following manners:

- a. Government Securities to be valued at 5% below the market value.
- b. Deposit receipt of any nationalized Bank.
- c. Guarantee Bonds executed by any nationalized Bank as per Annexure 5.3.
- d. Demand Draft of any nationalized Bank.
- e. A deposit in Post Office Savings Bank.
- f. National Savings Certificate.
- g. National Defence Bond.

1.27.12 Firms are advised to ensure that address furnished by them for getting digital signature from accredited agencies are same as that furnished to and available with the centralized source/vendor approving authorities such as RDSO/CLW/DLW/ICF etc. They are further advised that while registering themselves in the IREPS website for participation in E-procurement system, the same address as above is filled up, to avoid any vitiation of information and consequent impairment in their credentials.

1.28. Traceability details of items for warranty claims:

All the manufacturer/suppliers shall provide indentation/markings as per specification, if mentioned otherwise indelibly mark the manufacturing details comprising of manufacturer name, month & year of manufacture at conspicuous location on each of the items. Absence of proper traceability details will be considered as reject-able defect.

1.29. Drawings and Specifications: Unless Drawings and Specifications as mentioned in the tender schedule/enquiry/offer form are provided with the tender documents or made available in CLW's website for downloading by the tenderers. Specification/STR/Drawing may be obtained from CLW(Design), Authorities for issuing such Drawing/ Specifications/STR. B.I.S. Specification :

Office of the
Controller of Stores,
Chittaranjan Locomotive Works,
Chittaranjan

Section 2

General Conditions Of Contract

2.1. Sales Tax / Value Added Tax (VAT) / CST:

- 2.1.1. The Sales Tax / VAT / CST, with Surcharge thereon, if any, in exact percentage should be shown clearly in the offers as applicable for the Consignees.
- 2.1.2. The supplier, while submitting their bill for payment, should declare that "It is certified that the Sales Tax / VAT / CST as claimed is legally payable by buyers and has been paid / will be paid by us to the Sales Tax Authorities".
- 2.1.3. While quoting for VAT, tenderer should 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. The tenderer while quoting their rates for tenders should give the following declaration: "We agree to pass on such additional set off / input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly".

In all cases, supplier will furnish the following certificate, while claiming payment, to the payment authority:

"We hereby declare that additional set offs / input tax credits 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."

However, submission of the digitally signed tender documents without any deviation shall be deemed as submission of aforesaid declaration.

- 2.1.4. Any statutory variation in Sales Tax / VAT / CST variation in future is liable to be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.
- 2.1.5. Where the firm quotes all-inclusive price without mentioning any taxes at present or in future, and, have also not quoted with Statutory Variation Clause, the firm shall have to bear the future variations, in all such cases. In case of Sales Tax being inclusive, exact rate of tax is to be indicated, failing which Sales Tax will be calculated as per rule. **In no case, the variation in Sales Tax / Value Added Tax (VAT) / CST due to misclassification during the currency of contract will be admissible.**

2.2. Excise Duty:

- 2.2.1. If Excise Duty (ED) is being charged extra, then the tenderer should select the correct option while submitting the offer and clearly indicate the exact rate of ED applicable in their offer.
- 2.2.2. Any statutory variation in ED will be admissible within original Delivery Period only subject to documentary evidence and Govt. notifications, subject to indication of the same in firm's offer and contract.
- 2.2.3. Evaluation of inter-se-ranking of offers will be based on Total Unit Rate (TUR) which is worked out by IREPS system (e portal) considering the taxes and duties as quoted by firm. Total Unit Rate (TUR) as worked out is also displayed to the tenderer while filling up /submitting the offer. Therefore, Tenderer should submit their offer with ED rate, as it will be applicable for the item on the date of tender opening. If firm is quoting ED rate lower than the maximum rate of ED applicable for the item at the time of tender opening, may be due to any concession available to them, then difference in ED between the quoted rate of ED and the maximum rate of ED applicable for the item will not be allowed to them later on, even though it is stated by the bidder that ED as applicable at the time of supply will be charged extra. **In no case, the variation in ED due to increase in turnover and misclassification during the currency of contract will be admissible.**
- 2.2.4. ED will be reimbursed subject to documentary evidence and Government Notifications only. In determining the cost of an excisable product covered by the MODVAT scheme under section 4(1) (b) of the Act, read with Rule 6 of the valuation rules, the excise duty paid on raw material also covered under MODVAT scheme is not to be included, i.e. Excise Duty paid on raw material, if MODVAT, is not to be included in determining the cost of production of excisable product.
- 2.2.5. If the quoted rate is inclusive of ED, the tenderer must indicate the rate of ED clearly. If it is not done so, the offer will be taken as inclusive of ED at the highest rate quoted by any of the participants in the tender batch.

2.2.6. Payment of Excise Duty / MODVAT Rules:

- 2.2.6.1.** When ED is quoted "Extra" the reimbursement of the same shall be made only against documentary evidence of actual payment of ED by the firm on the basis of Gate Pass. However if the ED is quoted as "Inclusive", the component of ED has to be shown separately in the Bill duly enclosing the Excise document for its reimbursement.
- 2.2.6.2.** The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification.
- 2.2.6.3.** The claim for ED on each bill should be supported by the following certificates.
- The rate of ED is ad-valorem. The ED at present legally leviable in this case is Rsi.e. % of Rs. being the unit value of the Stores assessed by the concerned authority of the Excise department.
 - 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 there under.
 - 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.

2.2.7. MODVAT Certificate:

The tenderer will have to submit the following certificate in their offer: -

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-offen 'Central excise and countervailing 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."

2.3. Entry Tax/Exit Tax/Octroi Duty:

The purchaser will not bear any Octroi charges, and if required will issue Octroi exemption certificate only, wherever applicable. In event of Octroi Exemption certificate not being honoured by the concerned Municipal authority, and Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of IRS Conditions of Contract.

2.4. Extension of Delivery Period, Liquidated Damages and Denial Clause:

- 2.4.1.** The contractor is to execute the purchase order in accordance with the terms and conditions of the order within the stipulated Delivery Period. However, in the event of failure to do so, the purchaser, on its sole discretion, may grant extension in delivery period and in such cases the purchaser has the unfettered right to recover from the contractor, not by the way of penalty, under the provision of clause 0702 (a) of I.R.S Conditions of Contract, Liquidated damages on the store which the contractor has failed to deliver within the period fixed for delivery. In case of such extension, provision under following para 2.4.2 to 2.4.5 shall apply.
- 2.4.2.** That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, or on account of Foreign Exchange Variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.
- 2.4.3.** That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes places after the date of delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.
- 2.4.4.** But nevertheless, the purchaser shall be entitled to the benefit to any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange Variation or on account of any other tax or duty or on any other ground whatsoever, including the impact of price variation clause (if incorporated in the contract), which take places after the expiry of the date of delivery period stipulated in the contract.
- 2.4.5.** The upper limit for recovery of Liquidated damages in Supply Contracts will be 10% (Ten percent) of value of contract irrespective of delays, unless otherwise provided, specifically in the contract. Railway should 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. In case of failure on the part of the supplier to arrange supplies as per the delivery schedule/ installments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the Purchaser reserves the right to levy Liquidated Damages which shall be levied as per Para 702(a) of IRS Conditions of Contract for the delayed quantity which have remained unsupplied for that period.

2.5. Cartel Formation:

- 2.5.1. The Tenderers are expected to quote most competitive prices.
- 2.5.2. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof.
- 2.5.3. Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.
- 2.5.4. The firms who quote in cartel are warned that their names may be deleted from list of approved sources in addition of referring the matter to The Competition Commission of India (CCI).

2.6. Inspection of Stores:

- 2.6.1. Stores are to be inspected by an Inspecting Agency indicated in the tender, only at the manufacturer's works before dispatch. Firms are expected not to offer/seek any deviation from the Inspecting Agency indicated in the tender/contract.

For material to be pre-inspected by RDSO/ CLW or any other Inspecting Authority at Railway's option, or as stated in this Tender Enquiry. Tenderers are requested to quote accordingly. At a later date any request for change in inspection clause will not be considered

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

All physical and chemical tests required to be done on products and raw materials are required to be done only from RDSO approved Lab or from D&D/C&M Lab CLW approved Lab. Report from other sources may not be acceptable. In case facilities are not available at RDSO or CLW Labs to do any particular test, case wise approval may be taken by Dy.CC&M/CLW from inspection wing at CLW/CRJ, to get the tests done from other Laboratories.

The cost of the inspection will be on Purchaser's account subject to other provisions herein contained. At least four weeks notice must be given to the purchaser or his nominee to enable him to arrange the necessary inspection. 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 50% of the inspection charges applicable for the offered quantity subject to maximum of Rs 5,000/-, and actual cost of the test charges incurred will be paid by the supplier to the inspecting agency.

- 2.6.2. In case the firm fails to offer the material for inspection against inspection call issued to inspecting agency or if the material have to be re-inspected due to rejection of the material at firm's premises by inspecting agency or due to non dispatch of material within validity of inspection certificate, then the inspection charges applicable for the offered quantity and actual test charges incurred will be paid by the supplier to inspecting agency.
- 2.6.3. In case, the purchase orders are placed on traders / agents for the items, which are peculiar to the Railways, traders / agents should indicate the source of supply and inspection to be carried out at their manufacturer's premises rather than traders'/agents' premises, to ensure genuineness of quality of the materials. Above conditions will not be applicable for the items where inspection is being carried out against WTC/MTC/GC or by the Consignee in view of urgency.

In case of the items such as Bearings, where inspection may be required to be carried out at RID/Agent premises, the manufacturers shall also associate during the inspection so as to ensure genuineness of materials.

- 2.6.4. Test Certificates: In case tests are prescribed in the specification, it is obligatory for the successful tenderer to furnish the manufacturer's Test Certificate or any other Test Certificate specified in the specification along with the supply of stores. In the event of their inability to furnish the Test Certificate, the cost of the test to be carried out will be to the tenderer's account.
- 2.6.5. An approved firm has to note that, unless stated otherwise in a purchase Order, pre-dispatch inspection shall be carried out at their work's address indicated in the approval certificate.
- 2.6.6. Final inspection and acceptance of the supplied material will be done by the Consignee after receipt of the material.
- 2.6.7. The rejected material for exclusive use of Railways will be defaced to ensure that the rejected item are not recycled and supplied to other Railways or purchasers.

2.6.8. Certification or Inspection and Approval

No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.

2.6.9. Facilities for Test and Examination

The Contractor shall provide without extra charge, all materials, equipment tools, labour and maintenance of every kind which the Purchaser or his nominee may consider necessary for any test and examinations which he or his nominee shall require to be made on the Contractor's premises, and shall pay all costs attendant thereon .

The Contractor also provide and deliver free of charge, at such places as the Purchaser or his nominee may nominate such materials as he or his nominee may require for test by chemical analysis or independent testing machines . The cost of any such tests will be defrayed by the Purchaser unless it is stated in the specification that it is to be paid by the Contractor .

2.7. Payment Terms:

2.7.1. Normal payment term of Railway is 100% payment after receipt and acceptance of material by consignee. Payment for the full stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.

2.7.2. Payment terms of 95% + 5%:

2.7.2.1. Payment of 95% for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR / PWB may be considered as the proof of dispatch.

2.7.2.2. Balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.

2.7.2.3. However, for orders valuing up to Rs. 5 Lakhs, 100% payment against receipt and acceptance of the material by the consignee i.e., against Receipt Note shall be preferred. In deserve in cases 98% / 2% payment can also be considered within the framework of extant rules and procedures.

2.8. Payment through ECS / EFT:

2.8.1. The tenderer should give consent in a mandate form for receipt of payment through ECS / EFT (Annexure 5.5).

2.8.2. Tenderer should provide the details of Bank Account in line with RBI guidelines for the same.

These details will include Bank's Name, Branch Name & Address, supplier's Account Type, supplier's Bank Account Number, and Bank & Branch Code (IFSC) as appearing on MICR cheque issued by bank, PAN card of the firm.

2.8.3. Tenderer should attach certificate from their bank certifying the correctness of all above-mentioned information.

2.8.4. In case of non-payment through ECS/ EFT or where ECS / EFT facility is not available; payment may be released through cheque, depending upon merit. However, payment through ECS is preferable.

2.8.5. The bidder shall furnish following details in their offer to be incorporated in the purchase order.

- (i) Supplier's Account no. (Type)
- (ii) Bank Name & Code.
- (iii) Branch name & Address. IFSC
- (iv) PAN card of the firm

2.9. 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 a lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay the Railway (the purchaser) the difference between the contract rate and that 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 legal rights available to the purchaser under the terms of contract.

2.10. Terms of Delivery:

2.10.1. Mode of dispatch should be preferably by road / personal courier service, directly to the respective consignee.

2.10.2. Suppliers should clearly quote the FOR Conditions - whether station of dispatch or destination. If firm's offer is not FOR Destination, then applicable freight charges should invariably be indicated under the 'Freight' column in the rate page. In the event, any Tenderer does not specifically indicate anything about the place of delivery in his offer, it will be assumed that the offer is for delivery at the destination and the Tenderer will bear the freight. This assumption will be final and binding on the Tenderer and will not be subject to any legal dispute or arbitration in future.

2.10.3. Responsibility to cover the risk of loss, destruction, damage or deterioration etc. of goods till delivery to consignee including risk in transit and/or transportation shall rest with the supplier in terms of Clause 1501 of IRS Conditions of Contract.

2.11. Evaluation Criteria:

2.11.1. Rates:

Rate, taxes, duties, freight, un-conditional discount etc having financial implications must be quoted on the financial rate page only (refer to instructions to tenderers for e-tenders). Remarks having financial implications indicated elsewhere will not be considered for evaluation of offer.

Tenderers must note that financial offer made by them at the 'Rate page' of the e-tender form is complete and final and it cannot be revised, qualified or supplemented by any qualifying remarks elsewhere in their offer.

2.11.2. Inter-se ranking of tenderers shall be evaluated on Total Unit Rate (TUR) basis. Total Unit Rate (TUR) for inter-se ranking is based on the tax rate quoted by the firm as on the date of tender opening which is taken by IREPS system (e-portal) for worked out and it is displayed to tenderer while submitting the offer.

2.11.3. Evaluation criteria for multi-consignee / multi-items tenders

- (a) Unless otherwise specified, the evaluation of tender will be done item wise and consignee wise.
- (b) For multi consignee items, the rate should be quoted by firm on FOR Destination basis for each consignee separately. The inter-se ranking of the offers will be decided for each consignee separately.
- (c) In tenders where schedule of requirement consists of several items, the inter-se ranking will be decided for each item separately. The firms are required to quote the rate for each item separately.
- (d) In tenders where several items are grouped in a "KIT" or "SET" and the tendered quantity is in sets, the firm should quote single rate for the tendered kit/set of items. In such cases, the inter-se ranking shall be decided on the rate quoted by the firm for "Kit" or "Set" of items.

2.12. Items procured from CLW/ RDSO/ DLW/ ICF/ CORE approved vendors:

2.12.1. Wherever necessary, as per policy of procurement and is so indicated in the tender schedule, regular purchase order for bulk quantity will be normally placed only on approved vendors by authorized vendor approving unit for respective items viz.: -

- a. RDSO,
- b. CLW,
- c. DLW,
- d. ICF,
- e. CORE

NOTE : Categorization of Part-I and Part-II approved firms, wherever, if exists in the vendor directory is deleted. Both stands merged together and collectively defined as "**Approved Vendors**".

2.12.2. The approval status of the firm will be reckoned as on the date of the tender opening and not thereafter except in case of downgrading / removal / suspension / banning etc. after opening of tender, when changes shall be taken into account while considering the offer.

2.12.3. If the works address indicated in the offer is different from what is indicated in the approval certificate issued by the respective vendor approval agency, then such offer will be treated as if the same has been received from an unapproved source.

2.12.4. If the tendering firm(s) is not approved by RDSO/CLW as mentioned above, i.e. either for placement of bulk order or for developmental orders, then they must submit their credentials details i.e. Machinery and Plant, Testing Facilities, QAP, Technical Manpower, Current and Valid ISO Certificate etc. In deserving cases, offers from new suppliers may be considered for only a small quantity, not more than 20% of the required quantity, as Developmental order only after confirmation of their capacities/ capabilities assessment by appropriate authority and approval of competent authority. Such firms should clearly indicate their time schedule for developing and manufacturing of prototype for inspection and fitment for field trial. In such a

case 100% payment would be made after receipt and acceptance of material by consignee. Failure to furnish requisite credentials as mentioned above will make their offer liable to be ignored

- 2.12.5.** Minimum 80% quantity of NPQ shall be placed on approved vendors in terms of para 2.17. Balance quantity may be considered for developmental order on new source(s) in deserving cases and with strict compliance of extant procedure on such developmental ordering as per para 2.13.3.

Note: Offers from authorized agents will be considered only if they submit tender specific authorization from the manufacturer, failing which their offer will be ignored summarily without making any further reference to them.

2.12.6. Procurement of materials falling in the category other than those in above Paras:

In these cases, the Railways reserves the right to make bulk procurement from the tenderers who conform to/comply with the eligibility criteria (as detailed in the special conditions of tender) whereas developmental orders may be considered for placement on other sources whose offers are competitive and who have submitted adequate evidence towards their capacity-cum -capability and prima facie the Railways are satisfied that they are capable of executing the orders but whose capacity to supply bulk quantity has not been established in the past. In such cases the capacity and capability assessment to be done by the source approving authority and orders can be placed after the assessment

2.13.1 Relevant Past performance for Regular orders:

Performance statement is a must for all the firms irrespective of approval status of the firms and ordering will be done based on past performance of bidder, capacity of bidder, delivery requirement in the tender, quantity under procurement & vital/safety nature of the items. Therefore, the bidder shall mention capacity also while attaching performance statement. A firm/tenderer shall be considered to possess relevant past performance for satisfactory execution if they have successfully executed at least one order placed by CLW in the last (3) three years as on the date of tender opening. The quantity to be ordered on such firm(s) shall depend on the past performance/quantity supplied in past/capacity of the firm(s). CLW shall re-check supply performance from Depot(CLW) if required.

- 2.13.2** The past performance for satisfactory execution shall mean and include performance in respect of any of the following.

- a) Tendered item, unless (b) or (c) is expressly specified in the tender schedule.
- b) Similar item or
- c) Any of the tendered items as the case may be

2.13.3 "Capacity-cum-Capability" for Developmental order:

For consideration of developmental orders upto 20% of NPQ, the tenderes must be able to demonstrate their Capacity-cum-Capability to manufacture the tendered item. For this purpose they should submit along with their offer, documented past performance reports of same or similar items of equivalent rating or equivalent performance parameters, details of M&P, testing facilities, QAP (if available), technical manpower available with them, registration for same/similar item(s) with other Government agencies or PSUs etc. or any other details as may be warranted as per the technical specification and drawing. Such tenderers are to note that non submission of such documents as per Annexure 5.1 shall be taken as their not having any such past performance and/or capacity, and their offer shall be considered further as per extant rules and no back reference in this regard will be made to them.

2.13.4 Materials to be procured from OEM or their authorized dealers / distributors:

- (a) Wherever so specified, the Railways reserve the right to place orders for either entire or bulk quantity on OEMs or their authorized dealers.
- (b) Any firm quoting on behalf of OEM must submit tender specific authorization certificate along with their offer and agree for inspection by the nominated agency (as the case may be) at the premises of their principals, failing which their offer shall be liable to be rejected.
- (c) The following would be preferred in such cases:
 - (i) Inspection by CLW/RDSO/RITES/Nominated agency at the manufacturing premises of the relevant manufacturer. CLW/RDSO/RITES/Nominated agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made in the manufacturing premises of the manufacturers and not in the warehouse/Godown/Shop of the dealer
 - (ii) Direct dispatch from the premises of the manufacturer to the Railways consignee after inspection and acceptance by RITES/ RDSO.
 - (iii) Submission of Manufacturer's Test and Guarantee Certificate with each lot of supply.
- (d) The OEM / Authorized dealers / agents must comply the following conditions, failing which their offer(s) will be ignored:

- (i) In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (ii) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

2.14. Option Clause:

Unless otherwise indicated Railway reserves the right to cancel the tender for full or part tendered quantity without assigning any reason. However, purchaser will have discretion to accept an offer for quantities which are up to 30% higher than the tendered quantity. The rates quoted by the tenderers for the full quantity would be taken as valid.

Purchaser also reserves the right to increase or decrease the ordered quantity, after giving reasonable notice, by a maximum of 30% (i.e. $\pm 30\%$) after the placement of order during the currency of the contract. The increase in quantity, however, is subject to keeping the overall quantity increase on all the successful tenderers within 30% of the bid quantity.

2.14.1. As per extant instruction, operation of the option clause can be made any time within delivery period of the contract 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 upto the delivery period mentioned in the contract even though the supplies have been completed in advance

2.14.2. For operation of the (-) 30% option clause, consequent to decrease in the prices in subsequent contracts, reasonable notice will be served by giving reasonable opportunity to the contractor to unconditionally agree to accept such lower rates for the unsupplied quantity on the date of issuing such notice. In the event of the firm not agreeing for reduction in rate for the unsupplied quantity, the purchaser reserves the right to operate (-) 30% of the ordered quantity or the unsupplied quantity, whichever is lower. Notwithstanding anything stated above, purchaser reserves the right to operate the option clause upto (-) 30% of the ordered quantity or the unsupplied quantity, whichever is lower after giving reasonable notice.

2.14.3. Reasonable notice as mentioned in above Para is only for purpose of allowing the contractor to make necessary arrangements and same is not for seeking any consent from the contractor towards exercise of contractual option clause.

2.14.4. 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.

2.15. Pilot Sample:

2.14.5. Whenever, in terms of the contract, firm is required to submit pilot sample, they will be required to submit minimum three samples for approval, if not specified otherwise. Out of that, one sample, if found suitable after testing, will be returned to the firm for reference purpose and for the guidance of the Inspection Agency, if required. One sample duly approved shall be retained by the Depot officer. The 3rd sample, if get destroyed during the testing, shall be accounted for by the Depot officer, provided same gets passed and found suitable during testing.

2.15.1. In the event of a pilot sample failing the inspection/tests, all the samples whether intact or broken during a destructive test as the case may be, shall be returned to the supplier along with the inspection report, if any, provided by the inspecting/testing agency.

2.15.2. Submission and collection of the sample shall be sole responsibility of the supplier.

2.16. Quantity to be ordered:

2.16.1. Railways reserves the right to cancel the tender for full or part quantity tendered without assigning any reason. The rates quoted by the tenderers for the full quantity would be taken as valid even for part quantity.

2.16.2. Wherever considered necessary by the purchaser, the quantity to be ordered can be split amongst two or more sources for ensuring better availability of material keeping in view the vital / critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms, in fair, transparent and equitable manner. In such cases the provisions of para 2.17 shall be normally applicable

2.16.3. The Controller of Stores or any officer authorized on behalf of President of India acting through, General Manager is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

2.17 Splitting of tendered quantity

2.17.1 Case of no prior decision to split the order

2.17.1.1 Normally full order should be placed on L-1 firm. However, if after due processing, 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 this aspect should be decided by the purchaser. The quantity being finally ordered will be distributed among the other bidders 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 bidders
- ii) Capacity of bidders
- iii) Delivery requirements in the tender
- iv) Quantity under procurement
- v) Vital/safety nature of items

2.17.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 2.17.2 below.

2.17.2 Case of pre-decided split ordering:-

2.17.2.1 Railway may decide 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.

2.17.2.2 Following provisions {2.17.2.2 (A) to 2.17.6} shall be applicable in all such cases of pre-decided split ordering:-

- A) The purchaser reserves the right to distribute the procurable quantity on one or more than 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 order load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below:

Price differential	Quantity distribution ration between L1 and L2
between L1 & L2	
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA shall decide

In the phrase 'differential rates quoted by the tenderers, the quoted rate would mean :

- 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 L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity)- say firm "A"- as obtained at the time of tender opening.
- B(i) 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.

2.17.2.3 Notwithstanding the above, there can be exceptional situations where Purchaser may come to a conclusion that splitting is neither possible nor feasible and/or not desirable in the administrative interest. In such exceptional situations, Purchaser reserves the right not to split the quantity despite pre-decided splitting clause in the tender condition.

- 2.17.4 (i) If the lowest rate quoted by the tenderer (suitable for bulk ordering) (say firm "A") is not reasonable, purchaser may go for negotiation with the L1 firm "A". However, counter offer in lieu of aforesaid negotiation is not permitted. After negotiation (s), if the negotiated rate is still considered unreasonable, then counter offer may be given to the L1 firm "A". The rate to be counter offered to the firm will be a rate which the TC/purchase officer considers reasonable. If counter offer is not accepted by the firm, the tender will normally be discharged. Only in exceptional situation, where the requirement is urgent and a re-tender for the entire requirement would delay the availability of the item, purchase officer/TC may take a view to buy the bar minimum quantity. The balance quantity should be retendered.
- (ii) Once the rate of L1 firm "A" (whether original, negotiated or counter offered and subsequently accepted) is reasonable, the purchaser may (in case of splitting of quantities) simultaneously counter offer to L2, L3 etc. (whose rates are not per-se reasonable), the rate of L1 firm "A". Such counter offers(s) to L2, L3 will not be deemed to be negotiation. In the event of rejection of such counter offer(s), the purchaser will reserve the right to decide on the quantity distribution ratio/proportion.

2.17.5 For cases where the Rlys./PUs had entered into Tot/JV agreements, the following clause should be stipulated as tender conditions:

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 agreements partners. However, for ratio/proportion o quantity distribution among such agreement partners, conditions as detailed in para 2.2.2 (B) shall apply with the exception that the aspect of 'per-se responsibility.

2.17.6 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 material 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.

2.18. Execution

The whole contract is to be executed in the most approved substantial and work-manlike -manner, to the entire satisfaction of the Purchaser or his nominee who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores of which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specification shall be final and conclusive. Before processing to execute any work, the Contractor shall obtain from the Purchaser or any officer designated by him, his approval of the manner in which the Contractor proposed to execute each portion of the work. If required the Contractor shall set out at full size/any portion of the work that the Purchaser or his nominee may require.

2.19. Contractor's Responsibility

The Contractor shall be solely responsible for the execution of the contract in all respects in accordance with the conditions of contract notwithstanding any approval which the Inspecting Officer may have given of materials or other part of the work involved in the contractor or of tests carried out either by the Contractor or by the Inspecting officer.

2.20. Warranty/Guarantee:

2.20.1 Warranty period mentioned in specification/MDTS is applicable. If warranty period is not mentioned in respective specification/MDTS, standard warranty period as mentioned in IRS conditions is applicable.

In case, there is a discrepancy regarding warranty period mentioned in specification/MDTS and standard warranty clause, then warranty period mentioned in specification/MDTS shall prevail.

Tenderers should further note that if the Guarantee/Warranty is a part of the tendered specification and/or tender schedule, then any deviation on this count, shall be treated as a technical deviation, which may render their offer technically unsuitable. **Bidders are advised to bring such deviation(s) clearly in the technical deviation statement. In case, this deviation is not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity in this regard or any other respect shall be to the disadvantage of the bidder.**

Further, Suppliers shall ensure that the materials are invariably stamped with manufacturers name and month & year of manufacture as may be detailed in drawing/specification of material to enable correct reckoning of warranty.

2.20.2 Bank Guarantee towards Warranty obligation:

For items like machinery and Plant, Costly equipment, capital spares, the tenderer, wherever called upon to do so, shall furnish a Bank Guarantee of 10% of Material value to cover their warranty obligation. The model proforma of the Warranty/Guarantee bond is annexed as Annexure 5.4. It would be the responsibility of the contractor to ensure that Bank Guarantee (BG) required to be submitted by them, should be sent directly by the issuing Bank under registered Post to the concerned Purchasing Authority and, in no case should be brought by the tenderer. That is to say, the firm shall not involve themselves in transmission of the BG between the issuing bank and the purchaser. The B.G shall be submitted before commissioning of the equipment and shall be valid till 6 months beyond warranty period.

2.20.3 Risk Purchase Clause:

Should the Contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the contractor in any manner or otherwise fail to perform the contract or should if have a receiving order- made against it, or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the purchaser shall have power, under the hand of the Controller of Sores, CLW, to declare the contract at an end at the risk and cost of the contractor in every way. In such case, the contractor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Purchaser may be put to incur or sustain by reason of, or in connection with the Contractors default.

The cancellation of the contract may be either for whole or part of the contract at Purchaser's option . In the event of the Purchaser terminating this contract in whole or in part he may procure upon such terms and in such manner as he deems appropriate supplies or services similar to those to terminated and the Contractor shall be liable to the purchaser for any excess costs for such similar supplies/or services, provided that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Railway reserves the right to delete "Risk Purchase Clause", in supply contracts, where 10% SD money has been taken. Whenever such contracts are defaulted, security deposit shall be forfeited. However, cases where 10% SD has not been levied, Risk Purchase option will be available to the purchaser as per existing provisions contained in Para 702 (b) 5 of IRS Conditions of Contract.

2.20.4 General Damage:

In case where Risk purchase action is not taken/completed, the difference between the contract rate and the market rate on the date of breach will be recovered as damages for breach of contract. In case the established market rate is not ascertained, 10% of defaulted value of contract would be taken as "General Damages" cancelling the contract.

2.20.5 Time for Making Risk Purchase: Whereas this will be governed by the relevant clauses of IRS Conditions of Contract, such Risk Purchase shall be normally made within 9 months from the date of breach of Contract.

2.20.6 Marking

The marking of all goods supplied shall comply with the requirements of the Indian Acts relating to merchandise marks or any amendment thereof and of the rules made under such Acts and the Contractor shall be responsible for the proper and sufficient Marking of the goods so as to be in compliance with the requirements of the said Acts .

The following marking of the materials is required:

- (a) The following particulars should be stenciled by indelible paint on all the materials packages supplied loose .
 - (i) Contract Number
 - (ii) Specification
 - (iii) Heat / Charge No .
 - (iv) Item Number
 - (v) Port consignee
 - (vi) Abbreviated consignee mark
- (b) The marking as in (a) above should be labeled securely clamped to the bundles so as not to break loose during transit . The use of steel tags for this purpose should be avoided

- (c) Colour marking shall also be made on each piece to identify the cast numbers .
In addition to the marking as specified above, distinguishing colour marks should be
- (d) given so as to distinguish the ultimate consignee in India.
The Contractor shall also furnish to the Purchaser and / or his nominee(s) and index so as to identify these colour marking with corresponding cast number.

2.20.7. Customs Drawback

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

2.20.8. Packing

The Contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or injury on arrival at their destination. Where materials are to be supplied in bundle the gross weight should not exceed 1.1/2 metric ton per bundle for shipments to Calcutta and Mumbai Ports and one metric ton per bundle for shipment to Chennai Port.

2.21. Arbitration Clause:

- 2.21.1.** In the event of any dispute or difference of opinion between the Chittaranjan Locomotive Works and Contractor(s) as to respective right and obligation of the parties hereunder or of onus to the true intent and meaning of these present and of any articles of conditions thereof such dispute of difference of opinion (except the matter regarding which the decision has been specifically provided for in the terms of the contract) shall be referred to the sole arbitration of an officer of the Railway in terms of Arbitration and Conciliation Amendment Act 2015, as per IRS Condition of Contract and its amendment from time to time with respect to Arbitration Clause and present review of Feb., 2017 (latest Railway Board's letter No. 97/RS(G)/779/2 dated 16.02.2017) being the latest who shall be nominated for the purpose by the General Manager/Chittaranjan Locomotive Works, Chittaranjan and his decision shall be final, conclusive and binding on the parties. For the purpose of this contract the General Manager will mean the head of the Chittaranjan Locomotive Works, Chittaranjan.

2.21.2. Pre- Arbitration Meetings:

To avoid the cumbersome & time consuming process of arbitration, pre-arbitration meeting with the contractors can be held for settlement of claim of contractors. However such meeting/discussions shall be without prejudice to the Railway's interest in the matter. If an understanding is reached between the administration and the contractor, discussions will be recorded indicating the claim admitted to the extent and the claim not admitted and the contractor's no claim certificate taken on that basis. In either case subsequent action shall be proceeded and the residual disputes if any, shall be referred to arbitration in terms of clause/Para 2.21.1 above.

- 2.22. Jurisdiction of courts:** The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

- 2.23.** Compliance of provisions contained in Contract Labour (Regulation and Abolition) Act, 1970 shall be ensured by the Supplier wherever applicable in fulfilling the contractual obligations as per the scope of supply within the supply contract.

2.24. Conditions for Installation and Commissioning of items other than M&P:

In cases, where the installation and commissioning of stores supplied is to be done by the supplier, the following conditions will also apply:

- (i) The installation and commissioning charges should be shown separately. Firm must quote these charges separately in their offer in appropriate column.
- (ii) The payment for installation and commissioning will be done after the successful installation and commissioning by the firm.
- (iii) Firm should emboss/put permanent sticker/engraving showing date of manufacturing for each of the component requiring installation and commissioning.
- (iv) Call for installation and commissioning will be given by shop officers against specific PO with a copy to Depot Officers.
- (v) Firm shall depute the staff for installation and commissioning within 15 days of call, failing which LD @ 2% per month of value of goods subject to maximum of 10% will be recovered.
- (vi) Bills for installation and commissioning will be submitted to the Depot Officers along with installation and

- commissioning certificate issued by shop officers.
- (vii) Depot Officers will have to submit the bills to Accounts Department. for payment and will maintain record of payment of installation and commissioning charges against various POs in each case.

2.25. Conditions for Fabrication Contracts:

- a. The raw material shall be issued to the contractor against bank guarantee. The contractor shall submit a bank guarantee equivalent to the cost of raw material (to be advised by the consignee) within 07 days of the placement of order failing which a penalty of Rs.1000/-per day shall be imposed.
- b. The contractor shall lift the raw material within three days of the demand placed by Depot Officer or his authorised representative.
- c. Any intimation by telephone, telex or fax by Depot Officer or his authorised representative for lifting of material shall also be deemed to valid demand.
- d. Any delay in lifting the raw material by contractor beyond 03 days of demand, shall attract a penalty @ ¼% per day of fabrication value of material for which raw material has been offered to contractor per day.
- e. Any delay in returning the fabricated material beyond the delivery period shall attract a penalty of @ ¼ % per day of fabrication value of the material for which raw material has been given to the contractor.

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Section 3

Special Conditions of Tenders for Imported Items

3. Imported Items:

CLW Invites OEMs or the Overseas Manufacturers to quote directly, without intercession of an agent, against CLW's tender enquiries and, therefore, they are advised to quote directly.

Offer in Foreign Currency in case of Advertised tender is not allowed. Tenderer are authorized to quote in Indian Currency i.e. in Indian Rupees (INR) only in case of ADVERTISED TENDER.

Tenderer may quote in Foreign Currency or in Indian Currency i.e. Indian Rupees (INR) in case of GLOBAL TENDER and only Incó terms (International Commercial Terms) to be used.

Offers in respect of Imported items fall within one of the following: -

- a) Overseas OEM/Manufacturer quoting directly against CLW's tender.
- b) Overseas OEM/Manufacturer quoting directly against CLW's tender involving Indian Agent.
- c) An Indian Agent quoting in Indian Rupees (INR) on behalf of their foreign principals or OEM/Manufacturer.

3.1. Overseas OEM/Manufacturer quoting against CLW's tender without involving Indian Agent: Overseas OEM/Manufacturer quoting against CLW's tender have to comply with the tender conditions contained in the Bid Documents.

3.2. Overseas OEM/Manufacturer quoting directly against CLW's tender involving Indian Agent:

Where an overseas OEM/Manufacturer quotes directly involving an Indian Agent, following provisions must be adhered to: -

3.2.1. An 'Agency Agreement' between them and their agent should be submitted along with their offer, which is mandatory, and non submission of the same shall cause summary rejection of the offer. Therefore it is advised that the overseas OEMs or principals ensure existence of a legally tenable 'Agency Agreement' before the offer is submitted for consideration and the same is submitted.

3.2.2. The 'Agency Agreement' should, inter-alia contain the following: -

- a) The precise relationship between the foreign manufacturer or the principals and their Indian Agents;
- b) The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,
- c) Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,
- d) All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same,
- e) Indian Agent's Income-Tax Permanent Account number.
- f) Past performance, if any.

3.2.3. Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

3.2.4. The foreign bidder shall disclose Amount of commission and/or remuneration included in the quoted price(s) for such agent/representative in India.

3.2.5. The foreign bidder should confirm to agree that the commission or remuneration or payment of any amount on any other ground or in any other name, included in the quoted price(s) and payable to their Indian Agent shall be paid by CLW in India in equivalent, Non-convertible Indian Rupees, after satisfactory execution of the contract.

3.3. An Indian Agent quoting in Indian Rupees (INR) on behalf of their Foreign principals or OEM/Manufacturer: Where an Indian Dealer/Agent/ recognized Industrial Distributor submits offer for imported goods, in Indian Rupees (INR) on behalf of their foreign principals or OEM/Manufacturer, the following conditions shall be fulfilled:-

3.3.1. To quote with tender specific authorization from the foreign manufacturer.

3.3.2. While quoting on behalf of foreign principals tenderers are required to furnish the principal's invoice/ proforma invoice along with their quotation. Proforma invoices however, may be accepted in exceptional cases where, it is not possible to obtain the

invoices before the contract is placed.

3.3.3. The tenderer shall have to undertake in the tender to comply with the following –

- (f) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment.
- (g) Current and valid authorization/dealership certificate of foreign manufacturer/principal.
- (h) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in IRS Conditions of Contract Para- 1800.

Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.

3.3.4. Enlistment of Indian Agents with DGS&D under compulsory registration scheme giving details of such registration should be enclosed.

3.3.5. Submission of an 'Agency Agreement' along with their offer is mandatory and non submission of the same shall render the offer to be summarily rejected. Therefore it is advised that the overseas OEM or principal ensure existence of a legally tenable Agency Agreement before the offer is submitted for consideration and the same is submitted in due time.

3.3.6. The 'Agency Agreement' should, inter-alia contain the following: -

- a) The precise relationship between the foreign manufacturer or principals and their Indian Agents/associates,
- b) The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,
- c) Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,
- d) All services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same,
- e) Indian Agent's Income-Tax Permanent Account number.
- f) Past performance, if any.
- g) Contractor/Seller shall guarantee towards warranty of the material supplied for the period mentioned in specification from the date of receipt at Chittaranjan Locomotives Motive, Chittaranjan in original air tight container . Any material found defective within the guarantee period will be replaced by the contractor at free of cost at the place of delivery and all the cost for such replacement supply to be borne by the Contractor/Seller.

3.3.7. Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.

3.3.8. Any additional expenditure incurred by the purchaser on account of increased Custom Duty, Freight charges as also extra cost which may arise on account of Variation in Exchange rate during the pendency of the contract or during the extended delivery schedules, shall be borne by the Contractor.

3.4. Please note that, in case of Quotations in Foreign Currency

(i) The firms should quote on CFR price basis at Kolkata Port (indicating FOB price and freight element separately).

(ii) Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates of the representatives they have for servicing in India . They should quote CFR price basis at Kolkata Port (indicating FOB price and freight element separately), exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates . It should be understood that the purchaser will indemnify the supplier against payment of such commission to the Indian/Associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates' remuneration or/commission covers a part of the price against the tender.

3.5. In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

3.6. All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated below.

- a) CIF cost will be calculated by adding freight and Insurance to quoted FOB price or adding Insurance to quoted C&F price (excluding agency commission). Insurance charges as per Indian Railways Open Cover Policy
- b) Port handling charges.
- C) Applicable custom duty on the Assessable value (=CIF cost + Port handling charges).
- d) Port Clearance charges.

e) Inland transportation cost

f) L/C opening charges.

g) Agency commission, if any

Destination Cost will be sum of above i.e. CIF+ Port Handling charges + Custom duty + Port Clearance + Inland transportation + LC opening Charges + Agency Commission.

- 3.7.** If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 3.8.** The agent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/Principal /Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.
- 3.9.** The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, in terms of Agency Agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.
- 3.10.** The amount of agency commission payable to the Indian agent will not be more than what is specified in the Agency agreement between the tenderer (i.e the foreign principal) and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer. Agency Commission shall not exceed 5% of FOB and must be declared transparently. Railways reserves right to verify the same.
- 3.11.** For bearings manufactured in foreign countries, Visual inspection by CLW or the nominated agency inside India after receipt is acceptable with import documents and original manufacturer's test and Warranty/ Guarantee certificate. Firm should consent to deposit security money as per IRS conditions for due execution of the contract if asked to do so. This is irrespective of the fact whether the firm is registered with this Railway or not.
- 3.12.** The tenderers are advised to fill the check sheet included as annexure 5.5 with the section 5 of the tender documents.
- 3.13** FOR destination means Total Unit Rate including all cost elements totalling upto destination i.e. cost of materials + Taxes & duties + Freight upto destination + other charges (if, any).

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Section 4

Special Conditions of Tenders for Machinery & Plants Items

4. 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.

4.1. Authorisation Letter:

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

4.2. Validity:

The offer should be kept valid for 150 days from the date of opening of the tender.

4.3. 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.

4.4. Annual Maintenance Contract (AMC):

4.4.1. Tenderers shall also quote charges on an annual basis, separately for the proper upkeep and maintenance of the tendered equipment. The offers 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.

4.4.2. Tenderers along with their offers shall also quote charges on an annual basis, separately for post warranty annual maintenance for a period of 5 years after expiry of warranty period, for the proper upkeep and maintenance of the tendered equipment. 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.

4.4.3. Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance. The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.

4.4.4. The charges of Annual preventive maintenance schedule for five years alongwith the cost of items to be used in preventive maintenance schedule during these five years as 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.

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

4.4.6. 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 machine/equipment.

4.5. Commissioning & Proving Out Test:

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

4.5.2.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.

4.5.3.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 from the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value for each month or part thereof for which commissioning is delayed, provided the amount of liquidated damages 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.

4.5.4.Continuance of commissioning work after expiry of stipulated time will also constitute default for the purpose of the above. The decision of the Purchaser, whether the delay in commissioning attributable to the Contractor, shall be final.

4.6. Training:

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

4.7. Maintenance Manual & Spares Parts:

Contractor is required to supply 2 copies of operation and maintenance manual and lists of Spare Parts along with the equipment.

4.8. Warranty:

4.8.1. The contractor shall warrant that the equipment supplied shall be free from defects on materials & workmanship. Manufacturing quality should be of the highest grade consistent with the established and generally accepted standard and in full conformity with the tender specifications.

4.8.2. 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, wherever, the contract stipulates, or from the date of placement in service whichever is earlier provided defects and/or claims are notified to Contractor within 2/3 months of such date.

- (a) 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.
- (b) The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
- (c) Warranty clause is also applicable for spare parts/assemblies.

4.9. Payment Terms:

4.9.1. For orders valued upto Rs. 5 lakh - 100% payment will be made after inspection and receipt/installation and acceptance of equipment by the consignee.

4.9.2. For orders valued above Rs. 5 lakh

- l) For general purpose machines
 - a) 90% payment of net value of equipment with Packing & Forwarding charges, Optional Accessories Spares & Consumable but excluding Agency Commission (if any), Training and installation and commissioning charges will be made on receipt of the material duly pre-inspected and receipted at site by the consignee in good condition.
 - b) Balance payment will be made on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, fully indemnifying the Purchaser against all losses incurred by the Purchaser against all losses incurred by the Purchaser during the guarantee period stipulated in the Warranty Clause within 30 days of the receipt of Bill after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the Consignee's premises. Where, however, the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of the goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 10% payment shall be released to the supplier on his furnishing the necessary Bank Guarantee.

- II) For special purpose machines being procured for the first time or for other developmental/ trial order the payment term will be 80% on completion of performance trials at the firm's premises and receipt of machine at consignee's end in good condition, 10% on successful commissioning of machine at the consignee's premises and balance 10% on successful completion of the warranty period. For procurement of such M&P item for production units, a representative of the concerned production unit will also be included as a joint inspection authority.

Section 5

Annexures

Annexure 5.1

Proforma for Machinery & Plant & Quality Control

Tender No. _____ Date of opening _____

1. Name & Full address of the firm
2. Telephone/ Fax No. Office/ Factory/ Works
3. Email ID
4. Location of the Factory/ Works
5. Details of Industrial licence, wherever required as per statutory regulations
6. Details of Plant & machinery erected and functioning in each department (monograph & description pamphlets be supplied, if available)
7. Details of the process of manufacture in the factory in brief
8. Details of stocks of raw material held
9. Production capacity of the 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 equipments etc.
11. Details of Manpower
 - 11.1. Details of technical supervisory staff-in-charge of production & quality control
 - 11.2. Skilled labour employed
12. Maximum number of workers (skilled & Unskilled) employed on any day during the 18 months preceding the date of application
13. Are you registered with the Directorate General of Supplies & Disposal, New Delhi, India or any of the Zonal Railways/ Production units? If so, furnish particulars of registration, period of currency, etc.
14. Are you a Small Scale Unit/ Small Micro Enterprises registered with the NSIC/DIC, India? If so, furnish particulars of registration, period of currency, etc.
15. Is your unit an ISO certified unit? If so, furnish particulars of registration, period of currency, etc.

Date: _____
Place: _____

**Signature & Seal
of the Bidder**

Annexure 5.2

Proforma for Bank Guarantee for Earnest Money Deposit (EMD)

To

THE PRESIDENT OF INDIA
Acting through the Controller of Stores,
Chittaranjan Locomotive Works

In consideration of the President of India (hereinafter called " the Government ") having agreed to accept from (hereinafter called "the said Tenderer(s)") earnest money in the form of Guarantee Bond, under the terms and conditions of tender dated in connection with (hereinafter called "the said Tender") for the due observance by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of 150 days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of..... (hereinafter called "the said Tenderer(s)") earnest money in the form of Guarantee Bond, under the terms and conditions of tender dated in connection with (hereinafter called "the said Tender") for the due observance by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of 150 days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfillment of the contract on acceptance of the tender on production of a Bank Guarantee for Rs..... (Rupees..... only).

We, Bank Ltd., do hereby undertake to pay on demand to the Government, the sum of Rs in the event of the said tender having incurred forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulations aforesaid and contained in the said tender under an order of the authority competent to invite tender.

We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender discharges the guarantee, subject however that the Government shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period, we,..... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated.....day of 20...

ForBank Ltd.(name of bank with Email /Fax no – Stamp Bank seal)

Annexure 5.3

MODEL FORM OF BANK GUARANTEE BOND FOR SUBMISSION OF SECURITY DEPOSIT

**The President of India
Acting through
The Controller of Stores,
Chittaranjan Locomotive Works**

GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt ----- (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated ----- made between ----- and ----- for ----- (hereinafter called "the said Agreement"), of security deposit for due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs ----- (Rupees ----- only) we ----- (Indicate the name of the bank) (Hereinafter referred to as "the Bank") at the request of ----- contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We ----- (Indicate the name of the bank) do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs -----.

3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

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

5. We ----- (Indicate the name of the bank) further a gree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions o f the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We ----- (indicate the name of bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date the ----- day of 20--

For -----
(indicate the name of Bank)

Annexure-5.4

PROFORMA FOR WARRANTY GUARANTEE BOND

To
THE PRESIDENT OF INDIA
Acting through the Controller of Stores,
Chittaranjan Locomotive Works

Sub: Guarantee No-----for----- (Amount) Covering Machine(s) Serial No-----supplied to
(Consignee/s) -----
Ref: Contract No-----dated -----Placed on M/ s -----

1. WHEREAS M/s ----- one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government") ----- Nos. of ----- (give description) as per contract No ----- dated ----- (hereinafter called "the said contract").
2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.
4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of ----- (Rs. -----) representing 10 per cent of the value of the Stores despatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Government whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.
6. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge to our liability for payment thereunder and the Sellers shall have no claim against us for making such payment.
8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel ----- vide Bill of Lading No. ----- dated ----- or R/ R No. ----- dated ----- (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to -----i.e. for ----- months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i e. upto ----- (date), hereinafter called the said date.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers
10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Date -----
Place -----
Witness -----

Signature -----
Printed Name -----

(Designation) (Banks
common Seal)

Section 5
Annexure 5.5

Annexures

Check List

- | | | |
|-------|---|--------|
| (i) | Have you submitted the authorization letter authorizing your agent to quote on this tender? | Yes/No |
| (ii) | Have you indicated the complete name and address of the agents and details of the services to be rendered by the agents? | Yes/No |
| (iii) | Is the agent going to render after sale service? | Yes/No |
| (iv) | In case the answer to (iii) is yes, confirm that the agent has necessary infrastructure and competent staff to render the Same | Yes/No |
| (v) | Have you submitted a copy to your agreement with your Indian agent? | Yes/No |
| (vi) | Manufacturer or their sole selling agents may note that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. In such a situation both the offers will be rejected. | Noted |
| (vi) | Have you indicated your Indian Agent's Income Tax Permanent Account Number? | Yes/No |
| (vii) | Are you aware that any payment against the contract, if placed, to your Indian agent directly by you in currency other than in Indian rupees is against the Indian Laws ? | Yes/No |
| (ix) | Are you aware that failure to disclose the full amount of remuneration/ agency commission payable to your Indian agent shall render the contract void? | Yes/No |