



RAIL WHEEL FACTORY
Indian Railways
OFFICE OF THE CONTROLLER OF STORES
Yelahanka, Bangalore – 560 064.

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BID DOCUMENT FOR ADVERTISED / OPEN TENDERS
(E-TENDER AND MANUAL TENDER) FOR SUPPLY OF INDIGENOUS ITEMS

Revised Bid Document for Advertised/Open Tenders compiling the Bid Document published on 27.04.2015, consolidated with the terms and conditions issued vide Corrigenda dated 13.07.2015, 02.12.2015 and 26.02.2016.

Advertised Tender No.....

Due Date:.....

Book No.....

Cash Receipt No.....

Dated:.....

Closing Time: 14:15 hrs.

Opening Time: 14:30 hrs

Cost of the Tender Form: Rs.....

Tenderers Name and Address:.....

.....

.....

For CONTROLLER OF STORES

Quality Policy

To achieve and maintain excellence in quality in the manufacture of wheels, axles and wheelsets conforming to the requirement of our customers and to strive for continuous improvement .

Environmental Policy

This Plant has secured ISO:14001 certification for its Environment Management System. We request our esteemed suppliers to kindly make all endeavours to adopt eco-friendly processes and packing material with regard to the products manufactured in general and in particular for the items manufactured for use by RWF.

Special Note:

As RWF is ISO 9001, ISO 14001-2004 AND OHSAS 18001-1999 certified organization, tenderers shall comply with the requirements of these standards while dealing with RWF.

RAIL WHEEL FACTORY
INDIAN RAILWAYS
OFFICE OF THE CONTROLLER OF STORES
Yelahanka, Bangalore – 560 064, INDIA.
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Indian Railway Standard Conditions of Contract	Available on RWF portal in IREPS & also on RWF website www.rwf.indianrailways.gov.in in downloadable form.	

INSTRUCTIONS TO TENDERERS FOR MANUAL TENDERS

NOTE: Bidders are advised to read instructions to Tenderers for e-tenders attached herewith. Instructions to manual tenders and general conditions for manual and e-tenders are same except the following changes applicable for manual tenders, along with other terms and conditions given hereunder:

Tender Document Section reference.	Clause No.	To read with the following changes
Where ever appearing		i) 'tender' in place of 'e-tender' / 'electronic tender'. ii) 'Bid' in place of 'e-bid'. iii) 'Enclose' in place of 'upload'/'attach' . iv) Tender Schedule form for submitting manual bid is enclosed to this document.
Section-I	1.0	GENERAL:
	1.1	No change.
	1.2	Tenderers are advised to carefully read all the Instructions, the General and Special Conditions of tender, and Indian Railway Standard (IRS) Conditions of Contract, before submitting their bids. By submission of bids with seal and signature, it will be presumed that the tenderer has read, understood and accepted all the conditions of the tender document and those referred therein and undertake to abide by the same.
	1.3 1.4 1.5 1.6	No change. No change. No change. No change.
Section-I	2.0	LOCAL CONDITIONS:
	2.1	No change.
Section-I	3.0 3.1	SUBMISSION OF TENDERS: (a) The tender should be submitted in the prescribed offer format given in ANNEXURE-VI, duly filled in and signed by the authorised signatory and accompanied with the signed tender documents. Tenders/offers received in any other form are liable to be rejected. Offer must be either typewritten or written neatly in indelible ink. (b) The rates quoted must be written both in words and figures. (c) In case of difference in the rate quoted in figures and rate quoted in words, the rate quoted in words will prevail and shall be considered for evaluation and determining the inter-se position of the offers, received under the tender. However this does not preclude the Railways from availing lower rate of the two. (d) Each page of the offer should be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer should be made at the top right hand corner of the first page.
	3.2	(a) The tenders must be placed inside sealed covers addressed to the Controller of Stores, Rail Wheel Factory, Yelahanka, Bangalore-64, legibly super scribed in bold with words "Tender No: _____ due on _____ at _____ hours for supply of _____, and the sealed tenders should be dropped in the tender box kept for the purpose in the Office of the Controller of Stores, Rail Wheel Factory, before the closing day / time of tender. (b) Offers from the same tenderer with multiple rates for different terms and conditions are liable to be rejected. Tenderers are expected to quote only one rate conforming to the tendered specification and conditions.

Section-I	3.3	Railways reserve the right to consider the offers received on tenderer's own letterheads but not accompanied with the signed tender documents, on merits in deserving cases and in the event of placement of orders on such tenderers they shall have to sign the tender document as token of acceptance of general and Special conditions of Tender and IRS conditions of contract, before placement of orders on them.
	3.4	<p>(a) Language used in filling the tender forms must be clear and precise. No erasures, alterations or overwriting are permitted on the tender and or/accompanying schedule.</p> <p>(b) Over-writings and corrections wherever inescapable must be legible and every such correction must be properly attested. A tender with unattested erasures, alterations and / or over-writings is liable to be considered as invalid and rejected outright.</p> <p>(c) Tenderers must submit along with the offer, the documentary evidence for having paid the cost of tender documents by them, unless they are entitled for and providing these documents free of cost, in which case, tenderer must produce documentary evidence that they are entitled for free tender documents.</p>
	3.5	<p>SUBMISSION OF OFFERS BY POST:</p> <p>(a) In case of tenderers desiring to forward the tender through post, same must be sent under registered post acknowledgement due or other means of recorded delivery, such as courier service so that the date and time of receipt thereof at the said office shall be recorded. Tenders sent by post must reach the said office before the specified time and date. It is the responsibility of the tenderer to ensure that the tender reaches on or before the date and time as specified. RWF shall not be responsible for any postal delay.</p> <p>(b) If any firm is not able to quote, these tender documents should be returned by the due date duly signed with the words "NO QUOTATION" or "REGRET" written across the face of it.</p>
	3.6	No change.
Additional condition	3.7	In case the due date of the tender closing/opening day happens to be a holiday for RWF, the tender box shall be closed / opened at the allotted time on the next working day.
Additional condition	3.8	SUBMISSION OF OFFERS BY FAX:
	3.8 (i)	Offers received through FAX and found in the tender box at the time of opening of tenders and compete in all respects and duly signed by the authorised signatory will be treated as in time subject to the firm submitting post confirmation copy duly signed by the authorised person as per tender condition within ten (10) working days from the date of opening.
	3.8 (ii)	Offers received by FAX not covered by Para 3.8(i) shall be treated as invalid. The offer received by FAX as covered in Para 3.8(i) above shall be deemed as unresponsive in case the confirmation copy is not received within the time stipulated above.
	3.8 (iii)	It shall be the sole responsibility of the tenderers to ensure that the offers submitted by FAX are dropped in the appropriate tender box in sealed cover/covers and within the prescribed time and date. The Railways shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.
	3.8 (iv)	No Purchase Order shall be issued against the fax offers without receipt of the confirmation copy of the same.
Additional condition	3.9	Tenders available in tender box at the time of opening of tenders will be considered.
	3.10	Delayed and / or late tenders shall be summarily rejected.

Section-I	4.0 4 (i) 4 (ii)	<p>COST OF TENDER DOCUMENT:</p> <p>No change.</p> <p>(a) Tenderers may send the prescribed cost of tender document by way of money order/Demand Draft of any Nationalised/Scheduled Banks, drawn in favour of FA & CAO/Rail Wheel Factory payable at Bangalore, for requirement of tender document by registered post. However RWF will not accept any such request if the money order/DD is not received 10 days before the due date and RWF shall not be responsible for any postal delay.</p> <p>(b) Alternatively, tenderers may enclose demand draft towards tender document cost along with offer before submission/ dropping the tender in the tender box.</p> <p>(c)</p>
	4 (iii) 4 (iv) 4 (v)	<p>Not applicable.</p> <p>Not applicable.</p> <p>Not applicable</p>
Section-I	5.0 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13	<p>EARNEST MONEY DEPOSIT:</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p>
Section-I	6.0 6.1 6.2 6.3 6.4	<p>BENEFITS AND PREFERENTIAL TREATMENT TO MICRO AND SMALL ENTERPRISES:</p> <p>No change.</p> <p>No change.</p> <p>No change.</p> <p>No change.</p>
Section-I	7.0 7.1 7.2	<p>SPECIFICATIONS AND DRAWINGS:</p> <p>No change.</p> <p>No change.</p>
Section-I	8.0 8.1 8.2	<p>COMPLIANCE OF GENERAL, SPECIAL AND COMMERCIAL CONDITIONS:</p> <p>No change.</p> <p>The tenderer shall indicate his acceptance or otherwise against each mandatory clauses like eligibility criteria, terms and conditions, performance statement, technical specification, technical deviation statement, commercial deviation statement and Special Conditions of tender (if available) and list of documents attached. In case the tenderer wishes to deviate from any clause mentioned in the tender, such deviations shall be indicated in the “deviation statement” attached to the tender document. However the purchaser reserves the right to reject these deviations and his decision thereon shall be final.</p>
Section-I	9.0 9.1 9.2	<p>COMPLIANCE OF TECHNICAL REQUIREMENTS:</p> <p>The stores/equipments offered should be in accordance with the stipulated item description, drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated under deviation statement, attached to the tender document, under Annexure-IX.</p> <p>The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. Whenever the tenderer deviates from the provisions of a clause/sub-clause, he/she shall furnish their detailed justification for the same in the Deviation Statement, Annexure-IX.</p>

	9.3 9.4 9.5	No change. No change. No change.
Section-I	10.0 10.1 10.2 10.3 10.4 10.5 10.6 10.7 10.8 10.9 10.10 10.11 10.12	DOCUMENTARY REQUIREMENTS IN SUPPORT OF TENDERS FROM MNUFACTURERS/ AUTHORISED DEALERS/AGENTS: No change. No change. No change. No change. No change. No change. No change. No change. No change. No change. No change. No change.
Section-I	11.0 11.1 11.2 11.3 11.4 11.5 11.6	PRICE BASIS: No change. Prices quoted should be on ‘firm price basis” and not subject to any variation, unless specified in the tender document / tender condition/special condition of tender. Any deviation in this aspect may make the offer liable to be ignored. No change. No change. No change. No change.
Section-I	12.0 12.1 12.2 12.3 12.4	VALIDITY OF OFFER: No change. No change. No change. No change.
Section-I	13.0 13.1	PREFERENTIAL TREATMENT TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS: No change.
Section-I	14.0 14.1 14.2 14.3	PURCHASE ACCORDING TO SAMPLES: No change. No change. No change.
Section-I	15.0 15.1 15.2 15.3 15.4 15.5	COMMUNICATION: No change. No change. No change. No change. Documents for verification: RWF reserves the right to call from the tenderers, to produce original copy of any of the documents submitted along with their tenders, for scrutiny.
Additional condition	16.0 16.1 16.2	ATTENDANCE OF REPRESENTAVES FOR TENDER OPENING: For Open/Advertised tenders and Special Limited Tenders, representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm/company, failing which they may not be allowed to attend the tender opening. Authorised representatives of those firms submitting their bid in the tender alone shall be allowed to attend the tender opening.
Section-II	1.0 1.1	PRICE: The rates and all other figures involving financial implications must be quoted both in words and figures. The rate or amount of taxes and duties, must be spelt out separately in the break-up to be furnished in the prescribed form. Even where the rate or amount

	1.2 1.3 1.4 1.5 1.6	of taxes/duties included in the rate is Nil, this should be specifically stated in the bid. No change. No change. No change. No change. The purchaser will not be responsible for any incorrect evaluation and consequent impact on inter-se ranking, if the tenderer does not fill the bid form correctly or submits incomplete, ambiguous or misleading rates of taxes, duties and other charges. In case of difference in the rate quoted in figures and rate quoted in words, the rate quoted in words will prevail and shall be considered for evaluation and determining the inter-se position of the offers, received under the tender. However this does not preclude the Railways from availing lower rate of the two.
Section-II	2.0 2.1 2.2 2.3 2.4 2.5 2.6 2.7	PRICE VARIATION CLAUSE: No change. No change. No change. No change. No change. No change. No change.
Section-II	3.0 3.1 3.2 3.3 3.4 3.5 3.6 3.7 3.8 3.9	EXCISE DUTY: No change. No change. No change. No change. No change. No change. No change. No change. No change. CESS ON ED: Cess on ED shall be stipulated in percentage on ED amount, under the relevant coloumn in the offer/bid sheet i.e, Annexure-VI.
Section-II	4.0 4.1 4.2	CENVAT: No change. No change.
Section-II	5.0 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9	SALES TAX/VAT: No change. No change. No change. No change. No change. No change. No change. No change. No change. No change.
Section-II	6.0 6.1	OCTROI DUTY: No change.
Section-II	7.0 7.1 7.2 7.3 7.4 7.5	DELIVERY PERIOD: No change. No change. No change. No change. No change.

	18.12 18.13 18.14	No change. No change. No change.
Section-II	19.0 19.1 19.2 19.3 19.4 19.5 19.6	INSPECTION: No change. No change. No change. No change. No change. No change.
Section-II	20.0 20.1	IDENTIFICATION MARK: No change.
Section-II	21.0 21.1	PROCUREMENT OF STORES WITH ISI MARKING: No change.
Section-II	22.0 22.1 22.2	WARRANTY: No change. No change.
Section-II	23.0 23.1 23.2 23.3 23.4 23.5 23.6 23.7 23.8	PAYMENT TERMS: No change. No change. No change. No change. No change. No change. No change. No change.
Section-II	24.0 24.1 24.2 24.3 24.4	OPTION CLAUSE: No change. No change. No change. No change.
Section-II	25.0 (i) (ii) (iii)	FALL CLAUSE: No change. No change. No change.
Section-II	26.0 26.1	LIQUIDATED DAMAGES: No change.
Section-II	27.0 27.1 27.2	RISK PURCHASE: No change. No change.
Section-II	28.0 28.1 28.2	FORCE MAJEURE CLAUSE: No change. No change.
Section-II	29.0 29.1 29.2	NEGOTIATIONS: No change. No change.
Section-II	30.0 30.1	CORRUPT PRACTICES: No change.
Section-II	31.0 (a) (b) (c) (d)	ARBITRATION: No change. No change. No change. No change.

	(e) (f) (g) (h)	No change. No change. No change. No change.
Section-II	32.0 (i) (ii) (iii) (iv)	BOOK EXAMINATION CLAUSE: No change. No change. No change. No change.
Section-II	33.0 33.1 33.2 33.3 33.4 33.5	VENDOR RATING: No change. No change. No change. No change. No change.
Section-II	34.0 34.1 34.2 34.3 34.4 34.5	IMPORTED STORES OFFERED BY INDIAN AGENTS IN INDIAN CURRENCY: No change. No change. No change. No change. No change.
Section-II	35.0	Ordering on approved sources by RDSO/PUs/CORE etc. No change.
Section-II	36.0	Handling rejection of pre-inspected items and warranty rejection. No change.

SECTION- I**INSTRUCTIONS TO THE TENDERERS (E-TENDER)****1.0 General:**

- 1.1 The Controller of Stores, Rail Wheel Factory, Bangalore on behalf of the President of India, duly authorised, invites e-bids from established and reliable manufactures or their authorised dealers/authorised agents for the supply of the items as set forth in the "Schedule of Requirements". The price should be quoted in Indian Rupees.
- 1.2 Tenderers are advised to carefully read all the Instructions, the General and Special Conditions of tender, and Indian Railway Standard (IRS) Conditions of Contract, before submitting their e-bids. By submission of e-bids along with declaration signed digitally, it will be presumed that the tenderer has read, understood and accepted all the conditions of the tender document and those referred therein and undertake to abide by the same.
- 1.3 Tenderers must ensure that the conditions laid down for submission of e-bids detailed in subsequent paras, are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated in the subsequent paras, are liable to be ignored.
- 1.4 Tender documents are not transferable and their cost is not refundable. The Controller of Stores or any other officer authorised on behalf of the President of India is not bound to accept the lowest or any tender and reserves himself the right to cancel the tender, to reduce or divide the contract or to accept any tender in respect of the whole or any portion of the items specified in the tender schedule and the successful tenderer shall be required to supply the same at the rate quoted.
- 1.5 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
- 1.6 In case of any contradiction in the terms and conditions appearing in IRS Conditions of Contract and General/Special conditions specified in the tender documents, the latter will prevail.

2.0 Local conditions:

- 2.1 It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price or time schedule of delivery of stores shall be entertained after the Purchaser accepts the bid.

3.0 Submission of tenders/e-bids:

- 3.1 The e-bid should be submitted in the prescribed Offer Form as available under “bid process” and the “rate page” under IREPS portal only. Bids/offers received in any other form i.e., manual offers, /e-mail offers/scanned copy of offers on firm’s letter heads/ any other form received shall be considered as invalid and rejected summarily.
- 3.2 Every on-line tender submitted duly signed with a valid Digital Signature Certificate and received before the closing date and time of tender, shall be acknowledged by the system and HTML receipt will be generated indicating tender ID as well as date and time of receipt of the tender.
- 3.3 Firms are advised to ensure that for address furnished by them for getting digital signature certificate from accredited agencies are same as that furnished to and available with the centralized source approving authorities such as RDSO/CLW/DLW/ICF etc. They are further advised that for registering them in the IREPS for participation in e-procurement system the same address as above is filled up, to avoid any vitiation of any information and consequent impairment in their credentials.
- 3.4 **REVISED BIDS:** Vendors can submit a revised commercial bid any time before the stipulated closing date and time and in such case the last revised bid submitted shall be considered as the bid for the tender, superseding all the previously submitted bids for that item/items of the tender.
- 3.5 Final electronic offers once digitally signed and submitted for one or all the item/items, cannot be accessed or revised later and shall remain fully secured confidentially stored into the locked e-tender box in an encrypted form till the due date and closing time of tender/ opening time of tender.
- 3.6 The purchaser shall bear no responsibility for incorrect evaluation of total unit rate and / or ranking of a tender if the offer form is not filled in completely / filled ambiguously. No claim or clarification of the tenderer regarding applicability, inclusion or exclusion of any element of tax or duty or any other change in the offer shall be entertained after opening tender.
- 3.7 In case the due date of the tender closing/opening day happens to be a holiday for RWF, the locked e-tender box shall be opened on the next working day. However bidders cannot submit/revise offer or attach document beyond the closing time and date of the e-tender.
- 3.8 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 hassle in their own computer system for communication line. RWF is not responsible for non-participation of vendors due to any technical problems on the day of tender closing time.
- 3.9 Only e-bids received in the electronic box available on the website www.ireps.gov.in will be considered.
- 3.10 The electronic procurement system does not permit submission of any offer after the closing date and time of tenders. Hence, there is no scope of late/delayed offers in the on-line bidding process.
- 4.0 COST OF TENDER DOCUMENT:**
- l) Cash will be accepted on all working days from Monday to Friday from 09.30 Hrs to 12.30 Hrs & 14.00 Hrs to 15.00 Hrs and on Saturday upto 11.00 Hrs, for which Cash Receipt will be issued.

- II) Tenderers may send Demand Draft of any Nationalised/Scheduled Banks, drawn in favour of FA & CAO/Rail Wheel Factory payable at Bangalore, towards the tender document cost.
- III) Tenderers must ensure that the above financial instrument reaches the Office of the Controller of Stores, Rail Wheel Factory, within 10 (ten only) working days from the date of tender opening. Tenderers must submit the above instrument by super-scribing the cover as **“tender document cost towards e-tender no. _____ due on _____ at _____ hours.** Financial instruments with issue date beyond the tender opening date and time will not be considered. Bids not accompanied with details of financial instruments in case of manual payment, are liable to be ignored.
- IV) Tenderers shall upload the details of the financial instrument number, date and issuing bank / cash receipt number and date during the “bid process”.
- V) Tenderers shall refrain from furnishing false details of the financial instruments towards tender document cost. Railways may verify with the concerned Bank regarding the genuineness of the financial instrument details, which are furnished in their e-bid. If any information furnished by the tenderers is found to be false, such bids will be rejected and/or blacklisting of such tenderer. Such false information submitted by the tenderers shall be kept in view by the Railways, when dealing with that particular tenderer(s) in any other case.

5.0 Earnest Money Deposit (EMD):

- 5.1 All the tenderers are required to furnish Earnest Money Deposit along with their tenders for all items subject to following exemptions:
 - i) Vendors registered with NSIC upto the monetary limit of their registration for the items tendered.
 - ii) Micro and Small Enterprises registered with any of the agencies listed at Para 6.1 (i) below, for the item tendered are exempted from payment of earnest money, subject to complying with conditions laid down under Para 6.2 and 6.3 below.
 - iii) Vendors registered with RWF, Other Railways and Government Departments upto the monetary limit of their registration for the items tendered/trade groups of the items tendered.
 - iv) Vendors on the approved list of RDSO/PUs/CORE/Railway etc. for those specific items for which they are on the approved list.
 - v) Manufacturers and their accredited agents.
- 5.2 Tenderers seeking waiver of / exemption from payment of EMD must submit requisite documentary evidence in support of their claim. The documentary evidence should be attached to their e-bid as attached document.
- 5.3 The amount of EMD to be furnished, will be 2% of the estimated tender value subject to an upper limit of:
 - i) Rs.5 lakh for tenders valuing upto Rs.10 crores and
 - ii) Rs.10 lakh for tenders valuing above Rs10 crores.
- 5.4 Railway reserves the right to enhance the upper limit amount of EMD for high value tender cases and such upper limit will be specified in the tender documents, if any.

- 5.5 Tenderers other than those who are exempt from payment of earnest money as detailed in the preceding paragraph, shall be required to submit earnest money, failing which their bids are liable to be ignored. Earnest Money amount as stipulated in the notice for invitation of tenders (NIT) will have to be paid online through payment gateway link (if, enabled) or either manually (i.e., off line) in any one of the following forms:
- i) Deposit Receipts, Pay Orders, and Demand Drafts, in favour of “Financial Advisor & Chief Accounts Officer, Rail Wheel Factory, Bangalore – 560064”.
 - ii) Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks (as per Annexure-II). Bank Guarantees shall be directly sent by the issuing Bank to The Controller of Stores, Rail Wheel Factory, Yelahanka, Bangalore-560 064, under registered post A/D.
 - iii) Bonds of Indian Railway Finance Corporation or KRCL Bonds. (In case of Bonds issued under non-cumulative interest scheme, post dated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due).
- 5.6 EMD should remain valid for a period of 45 days beyond the final bid validity period. If the validity of the offer is extended, the Earnest Money Deposit/Bank Guarantee furnished shall also be extended, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 5.7 Under any circumstances, cheques will not be accepted towards EMD.
- 5.8 Tenderers while depositing the EMD should furnish the tender number, as well as the particulars of tender issuing authority as specified in the tender notice.
- 5.9 Neither the standing deposit, if any lodged with this Railways nor any other deposit against any other tender will be accepted as EMD for the purpose of this tender.
- 5.10 No interest will be payable by the Purchaser on the Earnest Money Deposit/Bid Guarantee, submitted in any of the above forms.
- 5.11 Earnest Money Deposit of all unsuccessful tenderers will be returned by the Purchaser after expiry of the final bid validity or after placement of contract on successful bidder. The Earnest Money of the successful tenderer may be adjusted towards part of the Security Deposit and in case where such tenderer furnishes full Security Deposit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit.
- 5.12 Any e-bid not accompanied by EMD in any one of the prescribed forms given above may be rejected by the purchaser as un-responsive, unless the tenderer is entitled for the exemption from payment of EMD.
- 5.13 Forfeiture of Earnest Money:** The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his bid or if the successful tenderer fail to submit the Security Deposit as per tender conditions.
- 6.0 BENEFITS AND PREFERENTIAL TREATMENT TO MICRO AND SMALL ENTERPRISES:**
- 6.1 (i) Micro and Small Enterprises registered with any of the following are exempted from payment of tender document cost for the item tendered.
- a. District Industries Centres
 - b. Khadi and Village Industries Commission
 - c. Khadi and 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.
- (ii) MSEs registered with the above agencies for the item tendered are exempted from payment of Earnest Money Deposit.

- (iii) In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a MSE and such MSE/MSE's can be together ordered upto 20% of the value out of the net procurable quantity with proportionate distribution of quantity for supply.
 - (iv) Out of 20% target of annual procurement of MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, above earmarked sub-target of 4% procurement will be met from other MSEs.
 - (v) Definition of MSEs owned by SC/ST enterprises:
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - c) In case of private limited companies, at least 51% shares shall be held by SC/ST promoters.
- 6.2 MSEs who are interested in availing themselves of the above benefits should attach with their e-bid the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSE indicated above at 6.1(i) above.
- 6.3 The MSEs must also indicate the terminal validity date of their registration.
- 6.4 Failing 6.2 and 6.3 above, such bids will not be liable for consideration of benefits detailed in MSE notification No.503 dated 23.3.12 of Government of India.

7.0 Specifications and Drawings:

- 7.1 RWF's specifications and drawings will be made available along with the e-tender, wherever applicable. The Controller of Stores will not supply RCF/IRS/BIS/RDSO/CLW/DLW/ICF/ CORE/DGS&D specifications or drawings, IRS Conditions of Contract, etc. Such drawings, specifications and conditions must be obtained from the appropriate authorities concerned who issue them, on payment.
- 7.2 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 tendered drawing/specification. Further, copies of such drawings/ specifications/ catalogues are also to be enclosed as ATTACHED DOCUMENTS, failing which the offer will be summarily rejected.

8.0 Compliance of General, Special and Commercial Conditions:

- 8.1 E-bids submitted shall be as per the IRS Conditions of Contract, General condition of tender and Special Conditions given in the tender documents. Tenderers must confirm acceptance to IRS terms and conditions of contract in all respect.
- 8.2 The tenderer shall indicate his acceptance or otherwise against each mandatory clauses like, terms and conditions, performance statement, technical specification, technical deviation statement, commercial deviation statement and Special Conditions of tender (if available) and list of documents attached. In case the tenderer wishes to deviate from any clause mentioned in the tender, such deviations shall be indicated in the "deviation statement" during the "bid process".

The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

9.0 Compliance of Technical Requirements:

- 9.1 The stores/equipments offered should be in accordance with the stipulated item description, drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated under technical deviation statement (Part E of Techno Commercial Offer).
- 9.2 The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement indicating compliance or otherwise of each clause and sub-clause of specifications. Whenever the tenderer deviates from the provisions of a clause/sub-clause, they shall furnish their detailed justification for the same in the Technical Deviation Statement under Part-E of bid process.
- 9.3 The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the Purchaser in this regard shall be final.
- 9.4 Remarks such as "Best Make' etc. will be assumed to indicate 'Best Make' not conforming to the tendered specification, unless it is specifically mentioned by the tenderer that the material offered is to the tendered specification.
- 9.5 The tenderer should avoid ambiguity in their bid, *e.g.*, if the bid is to their standard sizes/length/ dimensions, they should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths" etc. should not be used in the bids.

10.0 DOCUMENTRY REQUIREMENTS IN SUPPORT OF BIDS FROM MANUFACTURERS / AUTHORISED DEALERS / AGENTS:

- 10.1 Offers directly from the manufacturers of the stores are desirable. If the manufacturer intends to quote through their authorised agents such manufacturers shall issue authorization letters to their authorized agents on their behalf on case-to-case basis, i.e., authorization letter shall be tender specific, as per the prescribed proforma at Annexure-V. Inspection will be carried out at manufacturer's premises only and inspected and accepted material shall be dispatched directly from the manufacturer's premises and the manufacturer shall stand guarantee for the materials to be supplied. The authorized agents shall necessarily furnish their income tax Permanent Account Number at the time of submission of bid.
- 10.2 Non submission/uploading of tender specific authorisation letter will make their offer invalid and offer will be accordingly rejected.
- 10.3 In a tender, the authorised dealer / authorised 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.
- 10.4 If an authorised dealer / authorised agent bid on behalf of the Principal / OEM, the same dealer / agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- 10.5 Offers from brokers and middlemen will not be accepted.
- 10.6 The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that:
- i) he is a licensed manufacturer who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
 - ii) he has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report from a recognised bank or a financial institution;

- iii) he has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
 - iv) he has an established quality control system and organization to ensure that there is adequate control at all stages of all manufacturing process.
- 10.7 For the purpose of above para, the tenderers shall submit:
- i) a performance statement, of supplies made by them against contracts received from other Railways, DGS&D and other public sector organizations for same or similar stores in the past 3 years, duly filling the details in the columns provided in the performance statement as available in the "bid process" page.
 - ii) The tenderers shall attach a statement as an attached document indicating details of equipment employed, quality control measures adopted, including following:
 - a) Quality assurance plan proposed for manufacture of the tendered material.
 - b) Details of major machinery and equipments available and proposed to be used for manufacturing the tendered item.
 - c) Process chart.
 - d) Inspection stages and inspection plan.
 - e) Details of competent technical personnel employed at firm's premises and in the field.
 - f) Name and full address of their Bankers.
- 10.8 Where authorised dealers/authorised agents are quoting on behalf of the manufacturers, they shall submit the following as attached documents
- i) Indicate the manufacturers name in their bid
 - ii) Authorised Agent / dealer should submit tender specific authorisation letter from their manufacturer as per the prescribed proforma given in Annexure-V.
 - iii) Furnish the details as mentioned in para 10.6 and 10.7 above for their manufacturer.
 - iv) Furnish their own past performance particulars in the similar manner as for their manufacturer with documentary evidence, for same/similar items in the past 3 years.
 - v) Furnish their own credentials, such as, balance sheet of latest or previous three year duly certified by Chartered Accountant, bankers certificate, IT PAN etc.
- 10.9 In addition to the above, further information regarding their capacity/capability, if required by the Purchaser, shall be promptly furnished by the tenderer.
- 10.10 Any individual(s) signing the tender or other documents connected therewith, should attach a document/ declaration to their e-bid, specifying whether he is signing -
- i) as sole proprietor of the concern or as attorney of the sole proprietor, or
 - ii) as a partner or partners of a registered firm, or
 - iii) as a Director, Manager or Secretary in the case of a Limited Company duly authorised by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
 - iv) In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign, should be furnished to the Purchaser for verification, if required.
- 10.11 Tenderer not submitting the requisite information may note that their bid is liable to be ignored.
- 10.12 Participation in this tender is open to all manufacturers including unapproved, unregistered and/or untried firms. However, such tenderers along with their bids will have to submit supporting documents prescribed in the tender documents, to establish their capacity and capability, including those brought out in para 10.6, 10.7 & 10.8 above. If the tenderer fails to furnish the required particulars, their bid will be rejected.

11.0 Price Basis:

- 11.1 The tenderers should quote their lowest possible price. Tenderers are required to quote in the same rate units (numbers/kilograms/ metres/litres/kilo litres etc) as specified in the “schedule of requirement” as available in the e-tender enquiry. Any deviation in this aspect will make the offer to be summarily rejected.
- 11.2 Prices quoted in the financial bid should be on ‘firm price basis” and not subject to any variation, unless specified in the e-bid document / tender condition/special condition of tender. Any deviation in this aspect may make the offer liable to be rejected.
- 11.3 Tenderers should show the discounts, in the rate schedule /financial bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking o offers. However, the same shall be availed while placing order(s). Purchaser, however, reserves the right to use the discount rate/rates considered workable and appropriate for counter offer to the successful tenderer (s).
- 11.4 All e-tenders are invited on “FOR, RWF” basis and hence tenders shall quote on the same basis i.e., the rates quoted shall be for free delivery (door delivery) at RWF/YNK. In case, the tenderer does not specifically state about the place of delivery in his tender, it shall be assumed that the tenderer shall bear the freight charges and offer is for free delivery at the destination i.e., FOR door delivery at RWF/YNK. This assumption shall be final and binding on the tenderer and will not be subject to any legal dispute or arbitration in future.
- 11.5 Tenderers shall indicate the manufacturer’s name and address and brand of the stores offered, wherever necessary as per drawing/specification. Otherwise offers are liable to be rejected.
- 11.6 The Controller of Stores or any officer authorized on behalf of General Manager does not bind himself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contracts on more than one source without assigning any reason for such action.

12.0 Validity of the offer:

- 12.1 The bid shall be kept valid for acceptance for a minimum period of Ninety (90) calendar days from the date of opening of tenders (inclusive of tender opening date), within which period, the tenderer shall not withdraw the bid. In case the final validity date of the bid happens to be a holiday for RWF, the bid shall be valid till the next working day. No separate notice shall be issued in this behalf. Bids with shorter validity are liable to be considered as unresponsive to Railway’s requirements and liable to be rejected.
- 12.2 The purchaser may ask for the tenderer's consent to an extension of the period of validity of the bid. If the tenderer agrees to the extension request, the validity of EMD submitted, shall also be suitably extended. A tenderer granting the request will not be required or permitted to modify their bid.
- 12.3 Bids shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the tenderer. While the bids are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means.
- 12.4 If necessary, the purchaser may seek clarifications on the bids by requesting for such information which will not change the substance or price of the offer, from any or all the tenderers in writing. Tenderers will not be permitted to change the substance or price of their original bid, after the tenders have been opened.

13.0 PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS:

13.1 Purchase preference will be given to domestically manufactured electronic products as per the various provisions under the policy issued by Ministry of Communications and Information Technology, Department of Electronic and Information Technology, (DEITY) letter no: 33(3)/2013-IPHW dated 23.12.2013, as amended from time to time and as prevailing on the date of tender opening for procurement of such of electronic products as notified by the Ministry of Railways from time to time.

14.0 Purchase according to Samples:

14.1 When samples are required this fact will be indicated in the tender form. Samples must strictly conform to the tendered specification, drawing and description. Any sample submitted will be considered as supplement and not to supersede the tendered specification unless otherwise specifically indicated. In the absence of a specified acceptance in writing of any variation, the purchaser shall be entitled to reject a claim for acceptance of a supply embodying such variation.

14.2 Samples where called for, should be sent duly sealed to the Office of the Controller of Stores, Rail Wheel Factory before the date and time of closing of tender, failing which offer is liable to be rejected. Samples should be supplied without any charge and on freight paid basis.

14.3 The tenderers are required to collect their samples within 15 days from the date of intimation to do so. If the samples are not collected within the specified period, they will be disposed off and no claims whatsoever will be entertained thereafter.

15.0 COMMUNICATION:

15.1 **Submission of false information:** In case a tenderer is found submitting false information or suppressing the facts or supplying spurious items, suitable penal action as deemed fit shall be taken against such tenderers, which will include banning of business dealings with the Railways.

15.2 **Lorry Way Bill (LWB):** If the materials are despatched through lorries, the consignee copy of Lorry Way Bill (LWB) shall be faxed immediately to the consignee indicated in the purchaser order, followed by despatching by speed post within 48 hours. Failure to do so may lead to delay in accountal of the material and issue of Receipt Note.

15.3 **Communication by POST:** In case of communication by RWF is sent under registered post acknowledgement due/speed post or other means of recorded delivery through Department of Post and Telegraph, such shall be deemed to have been delivered on the same date of recorded delivery.

15.4 **Communication by FAX/e-mail:** All communication of letters/replies by the contractor through fax/e-mail and bid acceptance/purchase orders/ amendments to purchase orders/letters sent by RWF, on any date shall be deemed to have been delivered on the same date of communication. Such fax/e-mail communications shall necessarily be followed by signed original copy by speed post.

15.5 **DOCUMENTS FOR VERIFICATION:** RWF reserves the right to call from the tenderers, to produce original copy of any of the scanned documents attached to the e-bids by the tenderers, for scrutiny.

SECTION - II**GENERAL CONDITIONS OF TENDER****1.0 Price:**

- 1.1 The rate or amount of taxes and duties, must be spelt out separately in the break-up to be furnished in the prescribed form. Even where the rate or amount of taxes/duties included in the rate is Nil, this should be specifically stated in the bid.
- 1.2. Packing charges and forwarding charges, wherever applicable, should be indicated separately under the respective coloumn during the bid process. Applicability of excise duty and sales tax on the packing charges wherever applicable, and forwarding charges must be clearly stated. ED and ST will be considered only on packing charges, and not on forwarding charges. If consolidated amount or percentage is quoted towards packing and forwarding charges, ED and ST will not be considered on such consolidated packing and forwarding charges and will not be payable.
- 1.3 All e-tenders are invited on "FOR, RWF" basis and hence tenders shall quote on the same basis i.e., the rates quoted shall be for free delivery (door delivery) at RWF/YNK. Break up such price must be clearly specified in the e-bid. In case the tenderers quote prices on Ex-Works or Ex-Godown basis specific amount of freight charges must be quoted instead of vague freight charges such as "extra at actuals". Freight charges will be reimbursed at actuals against documentary evidence, subject to the maximum quoted by the firm.
- 1.4 In case, the tenderer does not specifically state about the place of delivery in his tender, it shall be assumed that the tenderer shall bear the freight charges and offer is for free delivery at the destination i.e., FOR door delivery at RWF/YNK. This assumption shall be final and binding on the tenderer and will not be subject to any legal dispute or arbitration in future.
- 1.5 If there is any ambiguity in respect of rates of taxes and duties, such as, sales tax/ excise duty, the purchaser shall evaluate the offers by taking into account the maximum rate of such taxes and duties as known to the purchaser for determining the inter-se ranking of the offers. Purchaser's decision in this regard will be final and no claim regarding applicability of taxes/duties or otherwise will be entertained after opening of the tenders. The purchasers will, however, reserve the right not to pay such taxes and duties not specifically claimed or not indicated clearly by the tenderers.
- 1.6 The purchaser will not be responsible for any incorrect evaluation and consequent impact on inter-se ranking, if the tenderer does not the fill the bid form correctly or submits incomplete, ambiguous or misleading rates of taxes, duties and other charges.

2.0 Price Variation Clause:

- 2.1 Normally, tenderers must submit their bids on fixed price basis only, that is, the quoted prices should be firm and not subject to any variation, unless specified in the e-bid document / tender condition/special condition of tender. Where e-bids are submitted with PVC when PVC is not part of e-bid document / tender condition/special condition of tender OR where e-bids are submitted on fixed / firm price basis when PVC is stipulated in the e-bid document/tender condition/special condition/, such e-bids will be summarily rejected.
- 2.2 In case a tender has been invited with PVC formula and base month, and offers are received with different PVC formula and base month, such offers will be summarily rejected.

2.3 The Railways generally recognize following standard PVCs:

- i) IEEMA formulae.
- ii) Railway Board's PVC for items covered by such formulae.
- iii) DGS&D's PVC for the items which are covered by such formulae.

Tenderers whose offers are with IEEMA, Railway Board's or DGS&D's PVC, must quote with the prices with base date as stipulated in the relevant PVC. For example, in case of IEEMA PVC, if the tender opening date falls in May of a year, the applicable prices of input raw materials should be those prevailing on the 1st April of that year. If any tenderer quotes with prices of input raw materials ruling on a base date other than 1st April of that particular year, quoted rates shall be updated to the base date of 1st April of that particular year for the purpose of evaluation of offers and determination of inter-se ranking of the offers.

2.4 However, in all such cases, the contract prices upward/downward will be regulated with reference to the date of inspection of stores and price variation will be calculated on the price of input material by the specified agencies, like SAIL, HZL, HCL etc., prevailing one month prior to date on which the stores are tendered for inspection. The date on which stores are offered for inspection will be treated as the date of supply for the purpose of price variation clause. Furthermore, the base month for such input materials will be one month prior to that of tender opening. Admission of any claim in this regard will be subject to the suppliers furnishing all the supporting documentary evidence for price variation.

2.5 Tenderers who quote with price escalation on account of raw material in the tenders must note that any escalation claims will be subject to verification by the Financial Adviser and Chief Accounts Officer of RWF with reference to the records that may be called for from them, such as, records of position of ground stocks available at the time of submission of tender for verification/examination of their claims under price variation clause before their claims are accepted. If the tenderer fails to establish his claim by producing satisfactory records before the FA & CAO of this Railway their claim will be disallowed and/ or proportionately reduced.

2.6 Ambiguous conditions, such as, "Price Variation Clause applicable" will not be acceptable and such offers may be rejected.

2.7 The tenderers are required to quote PVC as per the formula given in the tender documents. In case, the tenderer deviates from this and quotes their own PV formula, the offers will be summarily rejected.

3.0 Excise Duty (ED):

3.1 Wherever Excise duty (ED) is to be charged extra, the exact amount/percentage of ED to be charged must be specified under the relevant column during the bid process. Whenever ED is included in the basic rate/unit, the exact amount of ED included must be specified. If it is not done so, then the bid will be considered as inclusive of ED at the maximum rate obtained in the tenders or at the prevailing rate known to the purchaser. The purchaser's decision in this regard will be final.

3.2 Tenderers must note that the ED is not applicable on the freight (transportation) charges from the place of despatch to the place of delivery.

3.3 If the amount of ED being charged extra or included in the basic rate is at a concessional rate, reasons for the same should be clarified without any ambiguity. In the absence of clear reason regarding amount of ED being charged by the tenderers, or the tenderers wish that actual ED at the time of supply should be paid, evaluation of tender will be carried out on the basis of maximum rate / amount of E.D. applicable/chargeable for the item, as known to the purchaser.

- 3.4 Claim of ED due to increased turn over after entering into contract shall not be entertained under any circumstances.
- 3.5 If tenderers quote a lower amount / percentage of Excise Duty due to erroneous classification of the goods under Central Excise Tariff Head and if subsequently ED is paid at higher rate, the purchaser will not pay increased amount/percentage of ED.
- 3.6 ED will be reimbursed at actuals and within the upper ceiling of the maximum ED rate considered for evaluation purpose. Only statutory variation in the ED will be permitted within the original delivery period if claimed in the tender and would be admissible on production of the documentary evidence.
- 3.7 In case of any reduction in the rate of ED at the time of supply, actual amount of ED only shall be payable, wherever ED has been claimed in the tender and included in the purchase order.
- 3.8 If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable.
- 3.9. **CESS ON ED:** Cess on ED shall be stipulated in percentage on ED amount, under the relevant column during the financial bid process.

4.0 CENVAT:

- 4.1 Whenever the basic rate is quoted inclusive/exclusive of Excise Duty, the tenderer shall quote the price after taking into account the credit available on inputs under CENVAT scheme, as amended time to time. The tenderers must give the following declaration in their tender:

“We hereby declare that in quoting the above price, we have taken into account the entire credit on duty set-offs available under the CENVAT Scheme amended from time to time. We further agree to pass on such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of the supply under the CENVAT by way of reduction of price and advise the purchaser accordingly.

- 4.2 In case tenderer has failed to declare as above, it will be deemed that the tenderer has taken into consideration that full effect of the duty set off on taxes and duties and quoted the rate.

5.0 Sales Tax/VAT:

- 5.1 State Sales Tax/Central Sales Tax (ST/CST), or Value Added Tax (VAT) wherever applicable, and intended to be claimed from the purchaser, must be clearly quoted in percentage.
- 5.2 While quoting the rate of VAT, tenderer should pass on (by way of reduction in the prices) the set off/input tax credit that would become available to them by the system of VAT, duly stating the quantum of such credit per unit of the item quoted for.
- 5.3 The tenderer while quoting, IS DEEMED TO HAVE GIVEN THE following declaration:

“ We also 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 manufacturer of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly.”

- 5.4 The suppliers while claiming the payment shall be required to furnish the following certificate to the paying authorities:

- "We hereby declare that additional set offs/input tax credit to the tune of Rs._____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."
- 5.5 Even for contracts where CST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which VAT has been implemented. Accordingly the certificate under Para 5.4 above should also be submitted in all such contracts where CST is payable. The supplier is deemed to have submitted the certificate while quoting in the event of the certificate not being submitted exclusively.
- 5.6 For the States in which the VAT has not yet been introduced, the existing system of sales tax shall continue.
- 5.7 Facility of inter State purchases by Government Departments against Form-D has been withdrawn by the Government with effect from 01.04.2007. As such, RWF shall not issue Form-D or Form-C and the rate of CST on inter State sale shall be the rate of ST/VAT applicable in the State of the seller. Hence, tenderers are required to quote actual percentage of the Sales Tax or VAT as applicable for the tendered item in their state duly enclosing the documentary proof, i.e., notification of the concerned State Govt., for quoted rate of ST/VAT.
- 5.8 If Sales tax is not quoted in the offer, it shall be assumed that no sales tax is applicable.
- 5.9 STATUTORY VARIATION CLAUSE: Statutory variation during the original delivery period of the contract is permissible. However, tenderers are required to quoted SVC specifically in their offers.
- 6.0 Octroi Duty:**
- 6.1 Purchaser will not pay any Octroi duty. If required, Purchaser will issue the Octroi Exemption Certificate, in respect of road deliveries. Where the Municipal/Local authorities do not accept the Octroi Exemption Certificate, the Octroi duty shall be borne by the Seller.
- 7.0 Delivery Period:**
- 7.1 Tenderers must refer to the delivery schedule specified in the Schedule of Requirements. Delivery period quoted must conform to the delivery requirement specified in the Schedule of Requirements and should not be vague such as "as per your requirement" or "2 to 12 months".
- 7.2 The delivery terms and the delivery schedule shall be specified under the relevant columns during the bid process. Against each delivery schedule, the total time required for delivery of entire tendered quantity shall be indicated. In the delivery schedule column, the lot wise delivery proposed shall be indicated clearly stating the starting date and the ending date and quantity proposed against each consignment.
- 7.3 In case a monthly rate of delivery is quoted, the purchaser will have the right to define the delivery period of each instalment.
- 7.4 Delivery schedules like 2 to 10 months, without indication of rate of supply may be treated as unresponsive.
- 7.5 The time and the date specified in the contract for the delivery of the stores shall be the essence of the contract and the delivery must be completed not later than the date so specified. However, extension of delivery date may be considered in deserving cases where genuine reasons exist. Such extensions of delivery date may be considered with liquidated damages and denial clauses as per IRS Conditions of Contract by which the contract shall be governed.

8.0 Terms of Delivery:

8.1 Material should be delivered by road transport or personal courier service, direct to the consignee on freight prepaid and door delivery basis.

9.0 Risk in Transit and Insurance:

9.1 Risk in transit will be to the supplier's account.

9.2 The Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition at destination. Where the tenderer intends to insure the goods, the insurance charges should be clearly indicated, separately in the e-bid under other charges.

9.3 The consignee, will advise the tenderer within 45 (forty five) days of the arrival of goods at the destination, any loss/damage etc. of the goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and/or insurer and pursue the same. The tenderer shall, however, at his own cost replace/rectify immediately, to the entire satisfaction of the consignee, the goods lost/damaged, without waiting for the settlement of the claim.

10.0 Weighment clause:

10.1 In case of stores ordered on weight basis, the gross weight as per RWF weighbridge shall be recorded and net weight will be arrived at by deducting the weight of packing. This net weight will be compared with the net weight indicated in the supplier's invoice. The net weight recorded at RWF or the net weight indicated in the supplier's invoice, whichever is less shall be considered for accountal and payment.

11. Unloading:

11.1 Unloading will be done by RWF unless otherwise specified in the Special Conditions of Tender or in the contract.

12. Evaluation of the Offers:

12.1 To facilitate evaluation and comparison, all inclusive rate will be worked out comprising the basic rate, packing /forwarding charges, quoted duties and taxes, insurance and other charges, if any, and freight charges upto destination.

12.2 Tenderers should show the discounts, in the rate schedule /financial bid only, instead of anywhere else in the offer. Discounts not shown at designated place will be summarily ignored for assigning inter-se ranking o offers. However, the same shall be availed while placing order(s). Purchaser, however, reserves the right to use the discount rate/rates considered workable and appropriate for counter offer to the successful tenderer (s).

12.3 In case of tender for multiple items, the inter-se position of the bidders will be decided item wise and not on the basis of total value of tender as a whole, unless and otherwise specified separately.

12.4 All offers will be evaluated as per the tax regime as applicable on the date of tender opening.

12.5 All offers will be arranged in the ascending order of the all-inclusive rate.

13.0 Consideration of Offers:

- 13.1 The Controller of Stores is not bound to accept the lowest or any offer and reserves himself 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. In case of items of critical nature, the purchaser reserves the right to order the entire or bulk quantity on sources with proven past performance.
- 13.2 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 for acceptance of part quantity.
- 13.3 Offers from Indian manufacturers/their Indian authorised dealers/authorised agents shall be considered in accordance with Para 10 of Section-I, Instructions to Tenderers.
- 13.4 Railways reserves the right to make bulk procurement from the established and regular suppliers of RWF who comply with the eligibility criteria and tender conditions, and whose offers are found technically suitable and otherwise acceptable.
- 13.5 In case proven suppliers of RWF do not respond in the tender or the performance of such suppliers not satisfactory or exorbitant rates are quoted by them or cartel formation is suspected, then offers of the untried/new firms or the RWF past suppliers for similar items may be considered for regular order for bulk or entire quantity or part quantity where prima-facie the purchaser feels and is satisfied about their capability to supply tendered items based on the information submitted by the tenderers along with the offer. Otherwise, RWF reserves the right to re-tender the tender finally depending upon the merit of the subject tender.
- 13.6 Bids not conforming to the schedule of requirements for the tendered item and not complying to tender conditions may be rejected without further reference.

14.0 Splitting of Quantity:

The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the purchaser.

- 14.1 In the case of pre-decided split ordering, 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.

Following provisions 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 one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.
- (B) Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects, i.e., adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule via-a-vis the delivery schedule incorporated in the tender enquiry, etc. being same/similar) in the manner detailed in the table below :

Price differential between L1 and L2	Quantity distribution ratio between L1 and 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) Where 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 the price negotiation has been called for, the reference, L1 rate of 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.

(B) (II) There could be situation when between the lowest firm considered suitable for bulk quantity (L1 firm “A”) and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for part quantity. For example, say L1 firm “A” is Part-I firm, L4 is Part-I firm (and both considered suitable for bulk quantity order) and splitting is to be done between these two Part-I firms. But there are two Part-II firms in between who are suitable for part quantity, In such cases, L1 should be given its proportion based on its rate differential with respect to L4, (say by this, L1 gets 65% of NPQ). The balance quantity (say 35% of NPQ) is to be distributed among other firms. The balance quantity is to be distributed among as follows:

(a) allocate the Part-II L2 and Part-II L3 within the overall ceiling of 15%/25% (of 35% of NPQ).

(b) allocate the balance quantity to L4 firm.

14.2 For cases where Rlys/PUs had entered into ToT/JV agreements, Railway reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 14.1 (B) above shall apply with the exception that the aspect of “per-se reasonability” will not be applicable.

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

15.0 Cartel Formation:

15.1 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.

15.2 Firms are expected to quote for quantity not less than 50% of tendered quantity. Offers for a quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel

- formation is suspected. Purchasers, however, reserve the right to place order on one or more firms for any quantity.
- 15.3 Wherever cartel formation is suspected. Purchaser reserves the right to place orders on any firm/firms for any quantity without assigning any reason thereof.
- 15.4 The firms who quote in cartel are warned that their names may be deleted from list of approved sources. In addition, Railways will refer such cases to the Competitive Commission of India for necessary penal action as it is considered necessary by the commission.
- 16.0 ELIGIBILITY CRITERIA:**
- 16.1 Railways reserve the right to place bulk orders on sources having proven satisfactory past performance.
- 16.2 Wherever the proven/approved sources are not adequate to meet RWF requirement or when RWF needs to develop more sources to generate more competition or bring in improvement in quality of the stores, Developmental orders may be considered for placement upto 5% (five percent) of the tendered / procurable quantity either within or outside the requirements on other / new sources, subject to the following:
- i) the rates received from such new sources are lower than those applicable to approved / regular sources.
 - ii) such offers are technically suitable.
 - iii) credentials of the firms i.e., firms who have submitted adequate evidence towards their capacity-cum-capability, past performance etc., and prima-facie the Railways are satisfied that the tenderer is capable of executing the orders but whose capacity to supply bulk quantity has not been established in the past.
 - iv) the capacity-cum-capability claimed/exhibited in their offers submitted, will be verified by the Railways wherever considered necessary before placement of purchase order on unregistered /untried/unapproved firms, either by deputing their representative or by engaging agencies of RDSO/RITES etc., at the discretion of RWF.
 - v) Failure to furnish requisite credentials, details i.e, machinery and plant, testing facilities, QAP, technical manpower etc, (Clause 10.6 & 10.7 of Section-I above), will make the offer liable to be ignored.
- 16.3 (i) In case, there is a situation to order again on the new/other source on which the Developmental Order has been given as per criteria given in Para 16.2 above, then the criteria as applicable to Pt-II source be followed i.e., the next Developmental Order to be called as Extended Developmental Order, be of the order upto 15% or upto 25% of the tendered /net procurable quantity depending on the quantity executed by new tenderer in the first Developmental Order. The period to be reckoned to consider the above performance will be current financial year upto the tender opening date of the tender under consideration and preceding three financial years.
- (ii) If the same tenderer who has executed Developmental Order as well as Extended Developmental Order satisfactorily against earlier round of ordering participates and his offer is competitive and technically suitable, then it may be considered for bulk order and may be treated as regular supplier.
- (iii) A Developmental or Extended Developmental Order will be considered as executed / completed only after physical utilisation of materials with satisfactory performance report from shop floor after actual use. The reference date for evaluating such status / performance of a supplier in a tender will be the tender opening date.
- 16.4 In case proven suppliers of RWF do not respond in the tender or performance of RWF suppliers not satisfactory/cartel formation is suspected/exorbitant rates are quoted by past and proven suppliers of RWF, then untried/new sources/RWF experienced sources for similar items can be considered for regular order for full quantity or part quantity where prima-facie RWF feel satisfied about their

capability to supply tendered items based on the information submitted by the tenderers along with the offer. Otherwise RWF reserves the right to re-tender the tender finally depending upon the merit of the subject tender.

- 16.5 The above guidelines will not be applicable for developmental tenders specially floated for developing new vendors.
- 17.0 Communication of Acceptance:**
- 17.1 Acceptance of tender / Letter of Acceptance will be communicated by FAX /e-mail, direct to the tenderer or through his authorised dealer/agent. In case where acceptance of tender/Letter of Acceptance is sent by FAX/e-mail, the formal purchase order will be forwarded to the contractor as soon as possible by registered post/speed post, but communication of acceptance of tender/ Letter of Acceptance sent through FAX /e-mail would deem to conclude the contract.
- 17.2 **Communication by Post:** In case of communication by RWF is sent under Registered Post Acknowledgement Due/Speed Post or other means of recorded delivery through Department of Post and Telegraph, such communication shall be deemed have been delivered on the same date of recorded delivery.
- 17.3 **Communication by Fax/e-mail:** All communication of letters/replied by the contractor through Fax/e-mail and bid acceptance/Purchase Orders/Amendments to Purchase Orders/Letter sent by RWF, on any date shall be deemed to have been delivered on the same date of communication. Such Fax/e-mail communications shall necessarily be followed by signed original copy by Post/Speed Post.
- 18.0 Security Deposit:**
- 18.1 Unless otherwise agreed between the Purchaser and the contractor, the successful tenderer shall be required to submit within 14 days from the date of issue of the acceptance, Security Deposit with the Railway concerned as detailed in the subsequent para.
- 18.2 In case of safety items, all the successful tenderers, shall be required to submit Security Deposit (SD)/Performance Guarantee for due fulfilment of the contract before placement of the contract.
- 18.3 In case of other than safety items, Security Deposit (SD) shall be submitted by all successful tenderers, subject to following exemptions:
- i) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered.
 - ii) Vendors registered with Railways upto the monetary limit of their registration for the items tendered/trade groups of the items tendered.
 - iii) Vendors on the approved list of RDSO/PUs/CORE/Railway etc. for those specific items for which they are on the approved list.
 - iv) Other Govt. Departments on their specific requests and on merits of the case.
- 18.4 However, all successful tenderers who are unregistered/unapproved for the tendered items will be required to submit security deposit. Any authorised dealer / agent /recognised industrial distributor quoting on behalf of foreign principal in Indian Rupees, irrespective of their registration status with any of the above agencies listed at 18.3 above, shall have to submit security deposit.
- 18.5 The amount of SD to be submitted, wherever applicable, will be 10% of the total value of contract subject to ceiling limits as given below:
- (i) Rs.10 lakhs for contracts valuing upto Rs.10 crores and

(ii) Rs.20 lakhs for contracts valuing above Rs.10 crores.

- 18.6 Railway reserves right to enhance the upper limit on amount of SD for high value tender cases and such upper limit will be specified in the tender documents, if any.
- 18.7 SD should be furnished in any one of the following forms:
- i) Deposit Receipts, Pay Orders, and Demand Drafts, in favour of "Financial Advisor & Chief Accounts Officer, Rail Wheel Factory, Bangalore – 560064".
 - ii) Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks.
 - iii) Bonds of Indian Railway Finance Corporation or KRCL Bonds.
 - iv) Government Securities and
 - v) A deposit in the Post Office Saving Bank.
- 18.8 No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.
- 18.9 Bank Guarantees (BGs) to be submitted by suppliers/Contractors should be sent directly to the concerned authorities by the issuing Bank under registered post A.D.
- 18.10 Security deposit shall remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier.
- 18.11 Security Deposit is to be submitted by the successful tenderer within 14 days from issue of the Letter of Acceptance. 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:
- i) 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
 - ii) 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 applicable.
- 18.12 Security deposit will be returned to the successful supplier after completion of all contractual obligations.
- 18.13 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.
- 18.14 Risk purchase (See Clause 27 below) clause shall not be made applicable for contracts where the contractor has submitted Security Deposit of 10% of the contract value. Whenever such contracts are rescinded due to the default by such contractors, security deposit shall be forfeited and such failure shall be recorded and will be considered by railway on merit in future cases.

19.0 Inspection:

- 19.1 The inspection will be conducted by the agency nominated by the purchaser, such as, M/s RITES/RDSO/ DQA or the representative of the RWF or any other agency as specified in the contract at the manufacturer's premises and/or on receipt of the stores at the destination. The tenderer's acceptance of the same will be implied unless his offer stipulates inspection clause to the contrary.
- 19.2 Stores shall be despatched directly from the premises of the manufacturer to the consignee after inspection and acceptance by the nominated inspection agency. Manufacturer's Test and Guarantee Certificate, wherever applicable, will be submitted with each lot of supplies.
- 19.3 The inspection agency will not inspect the material where the material does not have the date of manufacture and name of manufacturer on material.
- 19.4 Parts and fittings of rolling stock except raw materials, which have been found rejected by the inspecting agency and could not be rectified during inspection, will be mechanically defaced by the inspection authority to avoid recycling of such rejected material and to avoid ultimate failure of assets.
- 19.5 In case the firm fails to offer the materials for inspection against inspection call issued to inspection agency or if the materials have to be re-inspected due to rejection of the material at firm premises by inspection agency or due to non-despatch of material within validity of inspection certificate, then the following charges shall be payable by the supplier to the inspecting agency.
- (i) FAILURE TO OFFER MATERIAL FOR INSPECTION:
 - (a) Before the visit of the Inspecting Engineer (IE):
50% of the inspection charges upto maximum of Rs.11000.00.
 - (b) After visit of the Inspecting Engineer (IE):
Twice the inspection charge payable in (a) above.
 - (ii) MATERIAL HAS TO BE RE-INSPECTED DUE TO REJECTION OF MATERIAL AT FIRM'S PREMISES:
100% inspection charge + actual test charge.
 - (iii) MATERIAL HAS TO BE RE-INSPECTED DUE TO NON-DESPATCH:
100% inspection charge + actual test charge.
 - (iv) Wherever testing is required to be done by the inspecting agency (eg. RITES) outside the manufacturer's premises (as per IRS conditions of contract 1303 & 1304), all testing will be done by inspecting agency (eg.RITES) either in its own lab/labs approved by it or in NABL accredited lab.
- 19.6 Wherever the inspecting authority is specified in the tender documents, tenderers are requested to quote accordingly. At a later date any request for change in inspection clause will not be considered, except in exceptional circumstances to be decided by the purchaser.

20.0 Identification Mark:

- 20.1 All manufactured stores must carry identification mark of the manufacturer and month/year of manufacture in embossed form at the location specified in drawing/specification. In case this is not mentioned in drawing or specification, the location should not be subject to wear and should not affect the functionality, utility, operation and structural stability of the item. Inspecting agency and consignee will be entitled to reject the supplies not conforming to this clause.

21.0 Procurement of Stores with ISI marking:

21.1 In case of tenders for procurement of goods as per BIS specifications, the purchaser intends to purchase only ISI marked stores against the tender. However, the purchaser reserves the right to purchase stores strictly conforming to BIS specifications. In the event of placement of order for ISI marked stores, it shall be the responsibility of the contractor to ensure that only such stores are supplied against the contract. Failure to do so will entitle the purchaser for action in terms of governing IRS terms and conditions of contract. Firms offering stores with ISI marking should indicate details of ISI License held by them and its validity period. A copy of the ISI License should also be submitted with the offer.

22.0 Warranty:

22.1 Unless otherwise specified in the tender documents, the warranty clause shall be as specified in the IRS conditions of contract, which is given below

- (i) The contractor/seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade, free of all defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.
- (ii) The contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality of aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods /stores/articles may have been inspected, accepted and payment therefore made by the Purchaser.
- (i) If during the aforesaid period, the said goods /stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise that by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description and quality. On such rejection, the goods/stores/articles will be at the Seller's risk.

If the contractor / seller so desires, the rejected goods may be taken over by his or his authorised dealer for disposal in such manner as he may deem fit within a period of 3 months from the date of such rejection. At the expiry of the period, no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the Indian Railways Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and clause 3100-02 of IRS conditions of contract shall apply.

- (ii) The contractor / seller shall, if required, replace the goods or such portion thereof as have been rejected by the purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the contractor / Seller shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under the contract or otherwise.

22.2 Suppliers are advised to ensure that the materials are invariably stamped with manufacturer's, name, month and year of manufacture as may be detailed in the drawing/specification of material, so that warranty can be correctly acted upon.

23.0 Payment Terms:

- 23.1 Unless otherwise agreed upon, 100% payment shall be made after receipt and acceptance of stores by the consignee. Payment will be made on submission of bills in the prescribed format, which may be obtained from the Purchaser's Office or downloaded from RWF's website, accompanied with the required documents and in accordance with the instructions given in the letter of acceptance/purchase order.
- 23.2 Only in cases of tenderers of repute and of sound financial standing, payment upto 95% against proof of receipt, i.e., receipted delivery challan, and original copy of the Inspection Certificate issued by nominated inspecting agency, may be considered as per IRS conditions of contract. In such cases, balance payment will be made after receipt and acceptance of stores by the consignee. The purchaser's decision as to whether a tenderer is of repute and of sound financial standing will be final.
- 23.3 In deserving cases, 98% against proof of railway receipt (i.e., despatch by rail) and 2% after receipt and acceptance of the stores by the consignee, may also be considered within the framework of extant rules and procedures.
- 23.4 Payment through NEFT/RTGS:
- a) Tenderers are required to give consent in a mandate form (given in Annexure-I) for receipt of payment through NEFT/RTGS:
 - b) Tenderers must provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & address, Account type, Bank A/c No., and Banks & Branch Code as appearing on MICR cheques issued by the bank.
 - c) Tenderers shall attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in (b) above).
- 23.5 The payment shall be subject to recoveries, if any, under the Liquidated Damages clause in the IRS Conditions of Contract or deduction of any amounts for which the contractor may be liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.
- 23.6 Request for making payment before 30 days will not be accepted.
- 23.7 Payment for the stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract. In cases where Price Variation Clause (PVC) is part of the contract, a working sheet supported with documents in support of the PVC must be submitted at the time of claiming any payment. The latest instructions for submission of bills are available on RWF's website www.rwf.indianrailways.gov.in.
- 23.8 For PVC payment in the cases where supply is made in the extended period of delivery period (DP) (with or without LD), price variation as applicable on the terminal date of the original DP is payable unless the price variation has decreased after terminal date of the original DP, in which case, the decreased rate will be applicable”.

24.0 Option Clause:

- 24.1 The purchaser reserves the right to increase/decrease the ordered quantities of each description of stores shown in the contract by not more than 30% at the same price, terms & conditions during the currency of the contract, i.e., at any time before expiry of the stipulated or extended delivery period.
- 24.2 The purchaser also reserves the right to vary the ordered quantity by (+) 30% at any time, till the final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of delivery period.
- 24.3 'Reasonable notice' mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards

exercise of the contractual option clause. A reasonable delivery schedule for the enhanced quantity will be stipulated in the relevant amendment to the contract.

- 24.4 The option clause is normally applicable to the tenders valued above ₹75.00 lakhs, unless and otherwise specified.

25.0 Fall Clause:

- i) The price charged for the stores supplied under the Contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any persons/organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.
- ii) If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway Office or any Railway Undertaking as the case may be at a price lower than the price chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale, shall stand correspondingly reduced.
- iii) The Contractor shall furnish the following certificate to the concerned Accounts Officer along with each bill for payment of supplies made against the contract.

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

26.0 Liquidated damages:

- 26.1 If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights recover from contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2% 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 (not calendar month or part thereof) 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 10% of value of delayed supplies, irrespective of delays, unless otherwise provided, specifically in the contract.

27.0 Risk Purchase:

27.1 If the contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights cancel the contract or a portion thereof and if so desired purchase or authorise the purchase of the stores not so delivered or other of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the contractor.

27.2 Where action is taken as above, the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to delivery the stores within the period fixed for such delivery in the contract or as extended within 6 (six) months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months (or nine months*) from the date of cancellation of contract. The contractor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the contractor.

*NOTE: In respect of stores which are not easily available in the market and where procurement difficulties are experienced, the period for making risk purchase shall be 9 (nine) months instead of 6 (six) months provided above.

28.0 Force Majeure Clause:

28.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussion on either side.

28.2 There may be a Force Majeure situation affecting the Railways only, under which the Railways shall have equal rights to claim relief under such Force Majeure situations.

29.0 Negotiations:

29.1 Selection of contractors by negotiation is an exception rather than a rule and will be resorted to only in exceptional circumstances as per instructions of the Ministry of Railways issued time to time. Therefore, tenderers in their own interest should quote the most competitive rates at the first instance itself while responding to the tenders.

29.2 In the event of conducting negotiation, the tenderer with whom the negotiation is to be conducted, shall be informed of the parameters of their original offer on which revision(s) is/are solicited. It shall be noted by the tenderer that at the time of submission of negotiated offer, any variation in the negotiated offer, by the tenderer on such aspects of offer on which revision was not solicited during negotiation, will render the negotiated offer unfit for consideration.

30.0 Corrupt practices:

30.1 The contractor shall not offer to give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or regard for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 0600 to 0700.

31.0 Arbitration:

- (a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the arbitrator, by the general Manager in the case of contracts entered into by the Zonal Railways and Production Units; by any member of the Railway Board, in the case of contracts entered into by the Railway Board and by the Head of the Organisation in respect of contracts entered into by the other Organisations under the Ministry of Railways. The Gazetted Railway Officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant have expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- (b) In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (c) It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible, the matter is not be referred to arbitration at all.
- (d) The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- (e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- (f) Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

- (g) The venue of arbitration shall be the place from which the acceptance note is issued or such other places as the arbitrator at his discretion may determine.
- (h) In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

32.0 Book Examination Clause:

The Government reserves the right for "Book Examination" as follows:

- (i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf, cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or order shall be binding on the contractor.

- (ii) The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised Government Officer shall have power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned in clause (i).
- (iii) If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
- (iv) Where a contract provides a book examination clause, the contractor or its agency is bound to allow examination of its books within a period of 60 days from the date of notice is received by the contractor, or its agencies called for the production of documents as under clause (i) above. In the event of contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgement of the purchaser which would be final and binding on the contractor and his agencies.

33.0 VENDOR RATING:

- 33.1 Vendor Rating formula: Vendor Rating is based on Quality Rating and Delivery Rating in the ratio 60:40 respectively, in line with Railway Board's letter dt.30.06.1997. The formula adopted is as under:

Vendor Rating = (0.6 x Quality Rating) + (0.4 x Delivery Rating)

- (i) Quality Rating = Quantity Accepted/(Quantity Accepted +Quantity Rejected)

- (ii) Delivery rating shall be worked out for each contract as under:

$$DR = \frac{Q_t + \sum \{Q_d (1-k \times T_d/T)\}}{Q}$$

Where Q = Quantity ordered
 T = Promised delivery time
 Qt = Quantity supplied in time
 Qd =Quantity delayed
 Td = Time delay for quantity delayed
 K = Constant = 2

In the above Delivery Rating, 100 percent weightage is given for the supplies made within the delivery period and proportionate weightage as per the above formula is arrived at, for the supplies made after the delivery period.

- 33.2 Evaluation of a vendor with a view to find out overall rating shall be done based on their performance on quality and delivery against individual purchase orders and then the overall rating shall be calculated by taking the weighted average of these individual ratings for purchase orders placed during last three years subject to the condition that total number of purchase orders is not less than three.
- 33.3 Based on the cumulative vendor rating finally arrived at for each vendor as per formula given above, the vendor shall be classified into following 3 classes:
- Class "A" vendor rating above 70
 Class "B" Vendor rating above 40 and upto 70
 Class "C" Vendor rating upto 40.
- 33.4 All vendors in a particular class stand at par with each other irrespective of their having obtained the points in the rating. While vendor evaluation and rating is to help the purchase officers and tender committees in selecting a proper vendor for placement of order, no price preference is admissible to the vendor on account of his being placed higher in the rating or classified as "A" or class "B" and so on. Class "C" Vendors shall be ignored in general, for placement of an order by recording reason specifically. Generally the cases of Class "C" Vendors will be examined by the Railways for deleting them from the approved list of suppliers, after giving them suitable show cause notice, etc., regarding their poor performance.

As regards Class "A" and "B" Vendors are concerned, it is for purchase officer or tender committee whether to place order for full quantity on Class B vendor (whose rates happens to be lower) or place order for part quantity and balance on Class "A" vendor however, keeping in view the price difference and certifying the reasonability of rates etc.,

34.0 IMPORTED STORES OFFERED BY INDIAN AGENTS IN INDIAN CURRENCY:

Any authorised dealer / agent /recognised industrial distributor quoting on behalf of other foreign principal in Indian Rupees shall have to comply with following:

- 34.1 To quote with tender specific authorisation from the foreign manufacturer, in the format given at Annexure-V.
- (i) While quoting on behalf of foreign principals, tenderers are required to furnish the principal's invoice/proforma invoice along with their quotation.
- (ii) Proforma invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.
- 34.2 The tenderer shall have to undertake in the tender to comply with the following:
- (i) 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.

- (ii) Current and valid authorisation /dealership certificate of foreign manufacturer/principal.
- (iii) 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.

34.3 Tenderer has to indicate the following while submitting the offer:

- (i) The precise relationship between the foreign manufacturer/principal and their agents / associates.
- (ii) The mutual interest which the manufacturer/principal and the Indian agent /associates have in business of each other is to be indicated.
- (iii) Indian agent's PAN is to be indicated.

34.4 Any additional expenditure incurred on account of customs duty and exchange rate variation during pendency of the contract will be on contractor's account.

34.5 For bearings manufactured in foreign countries, visual inspection by RITES 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.

35.0 ORDERING ON SOURCES APPROVED BY RDSO/PUs/CORE etc.

- (i) Railways reserve the right to place bulk orders on sources having proven satisfactory past performance. Wherever necessary, as per procurement policy of the Government, bulk purchase will be made only from those firms, who have been approved by RDSO, Production Units (PUs), CORE, etc., for such ordering i.e, Part-I vendors before opening of the tender to manufacture and supply the tendered item. The tenderers shall upload scanned copies of such approval letters along with their offers. The approval status of the tenderers will be reckoned as on the date of the opening of the tender and not thereafter. However in case of downgrading/removal/suspension/banning etc., after opening of tender, such changes shall be taken into account while considering the offers.
- (ii) Ordering on the firms approved by RDSO/PUs/CORE/ as Part-II vendors, wherever applicable, shall be limited upto 15% quantity, normally within the requirements.
- (iii) Ordering on Part-II approved source with competitive price raking can be considered beyond 15% in case that source has successfully executed a larger quantity order in the same Railway unit or other Railway units/PUs in the preceding three years **and current financial year upto the date of tender opening**. Successful executions will be signified by both qualitative and quantitative performance **presented in the form of vendor rating**. Upper limit of quantity to be ordered on such a source will not exceed 25% of the net procurable quantity in a given procurement case with another 5% on new source in deserving cases and with strict compliance of extant procedure on such educational ordering. That is to say, the ordering quantity on a Part-II source can be upto 15% or the highest quantity of a past tender successfully executed in the preceding three years and current financial year upto the date of tender opening, in the same Railway unit or other Railway units/PUs, whichever is higher subject to a maximum of 25% of the net procurable quantity in the given procurement

case. Aggregate quantity to be ordered on all Part-II approved vendors taken together, however, will not exceed the 25% of the net procurable quantity, in a given procurement case.

- (iv) All the Part-II approved vendors must upload scanned copies of purchase orders, inspection certificates and receipt notes/certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over preceding three years and current financial year upto the date of tender opening, by any Zonal Railway/P.U. Such tenderers are to note that non-submission of such documents will be taken as their not having any such past performance and their offers may be considered further as per extant rules and no back reference in this regard will be made to them.
- (v) If the tendering firm(s) is not approved by RDSO as mentioned above 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 etc. In deserving cases, their offers may be considered for educational orders after confirmation of their capacities/capabilities by RDSO. Failure to furnish requisite credentials as mentioned above, will make their offer liable to be ignored.

36.0 HANDLING REJECTION OF PRE-INSPECTED ITEM AND WARRANTY REJECTION:

Two kinds of rejection occur in case of pre-inspected supplies made by the suppliers.

- (i) **Pre-inspected material rejected by consignee at the time of receipt.**
- (ii) Material rejected in warranty.

The methodology of handling the above rejections are detailed below:

36.1 Pre-inspected material rejected by consignee at the time of receipt:

- (a) REJECTION ADVICE: In case of rejection of pre-inspected goods at consignee end, the material Rejection Advice/Rejection Memo shall be sent by the consignee to all concerned i.e., the supplier, Purchase Officer, pre-inspecting agency, paying authority etc.,
- (b) FINANCIAL RECOVERY: In case payment has been made to the supplier for the material, the paying authority concerned should note the Rejection Advice details in its recovery register for effecting recovery of payments made, as the case may be.
- (c) JOINT INSPECTION: If the supplier desires to have joint inspection, joint inspection of rejected material will be held with pre-inspecting agency and the supplier. In case of failure of either of the two parties to associate with joint inspection, the joint inspection shall be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will be completed within 21 days of communication of Rejection Advice to the supplier (in line with IRS conditions of contract Clause 703). For imported material, this time limit will be 45 days.
- (d) Supplier may be permitted to collect the rejected goods only after the supplier has deposited the payments already made by Railway (if any) to the supplier or equivalent amount has been recovered for this purpose.
- (e) In case of replacement supply against the rejected goods, the same shall be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS conditions of contract clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.

- (f) However, in case of component level rejection in an pre-inspected item (which is an assembly) the replacement supply of that component will be accepted based on supplier's internal inspection certificate /guarantee certificate and final inspection by consignee.

36.2 MATERIAL REJECTED IN WARRANTY: Material are rejected in warranty in the following situations:

(a) the material rejected was issued by General Stores Depot/RWF (for stock items).

(b) the material rejected was received by the user directly (Consignee/RWF for the Non-stock item in RWF).

36.2.1 The methodology of lodging warranty claims for the above is given below:

(a) WARRANTY CLAIMS FOR SL NO. 36.2 (a) : for warranty failure in shop for material (stock items) issued from General Stores Depot/RWF:

All warranty claims will be lodged by the Depot Officer after getting the warranty rejected material from user, under advice note or return stores with reasons of warranty rejection indicated therein. Before lodging the warranty claim the Depot Officer will satisfy himself about the correctness of PO and ensure that other details including reasons (s) of warranty rejections are available with the advice note of return stores. The warranty claim will be processed following the procedure indicated in sub para 36.1 (a), (b), (c) & (d) above except for the following changes:

The rejection advice mentioned in Para 36.1(a) will be replaced by 'Warranty Rejection Advice'.

The time for completion of the modality of joint inspection as per Para 36.1(c) will be 45 days for indigenous items from the date of communication of Warranty Rejection Advice to the supplier and this time limit for imported materials is 90 days.

(b) WARRANTY CLAIMS FOR SL NO.SI no.36.2(b) above: for warranty failure in shop for material (non-stock items) received by the Consignee:

All warranty claims will be lodged by the Consignee, with copy of the claim marked to the Purchase Officer. The Purchase Officer shall withhold Performance Warranty amount wherever submitted by the contractor either in the form of cash/Bank Guarantee. The warranty rejected material will be kept in safe custody by the consignee/end user. Before lodging the warranty claim the Consignee will satisfy himself about the correctness of PO and ensure that other details including reasons (s) of warranty rejections are available on record. The warranty claim will be processed following the procedure indicated in sub para 36.1 (a), (b), (c) & (d) above except for the following changes:

The rejection advice mentioned in Para 36.1(a) will be replaced by 'Warranty Rejection Advice'.

The time for completion of the modality of joint inspection as per Para 36.1(c) will be 45 days for indigenous items from the date of communication of Warranty Rejection Advice to the supplier and this time limit for imported materials is 90 days.

36.2.2 WARRANTY QUANTITY REPLACEMENT:

The warranty quantity replacement will be accounted under Warranty Receipt Note issued by General Stores Depot/RWF for stock items or the respective Consignee/RWF for non-stock items.

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

36.2.3 INSPECTION AND REPLACEMENT SUPPLY AGAINST WARRANTY REJECTION:**(a) For cases of replacement supply against warranty failure falling in the category of SI No.36.2.1(a):**

The replacement supply shall be normally inspected by the same inspecting agency, which inspected and passed original supply. Payment of inspection charges will be borne by the supplier.

Any change in inspecting authority for the warranty replacement will necessitate a formal amendment in contract.

(b) For cases of replacement supply against warranty failure falling in the category of SI No.36.2.1(b):

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

(ii) In some cases, where it may be difficult to re-use the services of inspecting agency which passed the original supply and where the consignee is not having requisite inspection facility/expertise, the replacement supply can be made by firm's own internal inspection certificate. The decision on the above will rest with the authority which raised the warranty claim as indicated in the warranty claim notice.

(C) In case of warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee Certificate/Internal Inspection Certificate and consignee's final inspection for both the above categories under 36.2.1 (a) and 36.2.1(b).

36.2.4 PLACE OF WARRANTY REPLACEMENT: For warranty replacement under category of SI No. 36.2.1(a) and 36.2.1(b) above, in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be General Stores Depot/RWF for stock items **OR** Consignee/RWF for non-stock items, which received the original supply.

36.2.5 For warranty replacement under category of SI No. 36.2.1(a) above, due care will be taken by the end user that accountal of replacement supply of the rejected material etc, are properly taken care of. After settlement of warranty claim, the rejected material shall be handed over to General Stores Depot for returning to the supplier.

36.3 The rectification wherever required by the supplier, of the pre-inspected material rejected by the consignee at the time of receipt and the materiel rejected in warranty shall be permitted within railway premises only, after the supplier has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose.

(a) However from the date of communication of Rejection Advice, the rectification activity has to be completed within 21/45 days for indigenou / imported material respectively for rejection of pre-inspected material at the time of receipt.

(b) For rejection of material in warranty, the rectification activity has to be completed within 45/90 days for indigenou / imported material respectively.

If more time is taken beyond the above stipulations, applicable ground rent will be levied on the supplier.

SECTION – III**SPECIAL CONDITIONS FOR PROCUREMENT OF M&P ITEMS (MACHINERY AND PLANT ITEMS)****1. Validity of the offer:**

The bid shall be kept valid for acceptance for a minimum period of 120 (One hundred twenty only) calendar days from the date of opening of tenders (inclusive of tender opening date), within which period, the tenderer shall not withdraw the bid. Bids with shorter validity are liable to be considered as unresponsive to Railway's requirements and liable to be rejected.

2. Timely Commissioning of M&P:

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

3. Warranty:

- i) Warranty period for M&P will be 24 (twenty-four) months from the date of commissioning and proving out of M&P. A Maximum period of 2 (two) weeks will be allowed for attending and rectification of faults during the warranty period.
- ii) Maximum down time during the warranty period will be 2% (two percent) for on-line M&P and 10% (Ten percent) for off-line M&P calculated on quarterly basis.
- iii) A penalty of 0.5% (Zero point five percent) per week of the contract value will be levied for delay in response time for attending **and rectification of faults beyond specified time during the warranty period as detailed above.**
- iv) Maximum penalty to be levied on account of warranty failure will be 5% (Five percent) of the contract value calculated during whole of warrantee period and after that if there is any delay on the part of supplier, purchaser shall be entitled for encashment of Warrantee Guarantee Bonds. In such cases the bad performance of firm during the warranty period, the same would be recorded and circulated to all Railways. The same would be given due regard in deciding future orders on the firm and when evidence to the contrary is not available, the firm's offer may be even rejected.

4. Annual Maintenance Contract:

- i) Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) for a period of five years after expiry of the warranty period of the M&P along with their offers. The scope of AMC will include preventive and breakdown maintenance. AMC charges include all cost of personnel, spares etc. except the cost of consumables required for day-to-day operation and daily maintenance checks.
- ii) The AMC payment terms will be linked to the performance parameters viz., maximum downtime and maximum response time as also penalties for failure to adhere to the same. **The maximum downtime and maximum response time and also penalties for failure to adhere to the above are specified in the technical specification.**
- iii) The tenderers should quote AMC rates for each of five years. The AMC prices for each year shall be firm. **The AMC charges will be separately payable in Indian Rupees only.** The AMC charges would be added to the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.

In order to equitably compare different AMC charges for different years, the concept of NPV (Net Present Value) is used at a pre-determined rate of discounting to bring the AMC charges at the same footing in the assessment of FOR destination price.

The rate of discounting and NPV calculation is furnished below:

Calculation of NPV (Net Present Value) at rate of 10% discounting for five years for comparative evaluation of AMC offer in order to equitably compare different AMC charges for different years at the same footing in the assessment of FOR destination price.

NET PRESENT VALUE – PRESENT VALUE OF CASH FLOWS MINUS INITIAL INVESTMENTS.

FORMULA: $P = NPV \{1+r/100\}^n$

Where r = rate of inflation

N = number of years

P = present value

If offered value of P for 1st year is say `100/- and if rate of inflation is 10%

Then $100 = NPV \{1+10/100\}^1$

= $NPV \{1+0.1\}$

= $NPV \times 1.1$

$NPV = 100/1.1 = 90.90$

NPV factor for `100/- = 90.90

Then NPV factor = $90.90/100 = 0.9091$.

Similarly NPV factor for second, third, fourth and fifth year is calculated & shown below:

Sl No.	Year	Cost in `	PV factor @ 10% per annum	Total cost of AMC after discounting factor in `
1	First year AMC cost	P1	0.9091	P1 x 0.9091
2	Second year AMC cost	P2	0.8264	P2 x 0.8264
3	Third year AMC cost	P3	0.7513	P3 x 0.7513
4	Fourth year AMC cost	P4	0.6830	P4 x 0.6830
5	Fifth year AMC cost	P5	0.6209	P5 x 0.6209
TOTAL COST				P

NB: 1) The total AMC cost will be calculated after multiplying the quoted rates with PV factor i.e., after discounting annual cost @ 10% per annum.

2) In above table total cost "P" after calculation shall be taken for evaluation of financial ranking.

- iv) The post-AMC maintenance of machines will be dealt with by the end user. In order to facilitate the same, tenderers are required to give the current cost of spares required for maintenance of machine after AMC period and the current service charges for each items of work of repair of M&P beyond the AMC period. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.
- v) Tenderers who are OEM must give undertaking for supply of spare parts for a period of expected life of the machine/ equipment. Other tenderers shall submit undertaking from OEM for supply of spare parts for a period of expected life of the machine/equipment.

5. **Payment terms:** The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under:
- a) 80% of the payment on proof of inspection certificate and Rail/Road Challan to be made within 30 days of receipt of documents as specified.
 - b) Balance 20% payment within 90 days after satisfactory installation/ commissioning and proving test of M&P subject to submission of bank guarantee for an amount of 10% of contract value, value as warranty security.
6. **Inspection:** Inspection of the M&P items will be carried out by RITES or any agency as specified in the contract, including stage inspection wherever specified in the contract/specification.
7. **Insurance:** Insurance upto ultimate consignee's place shall be supplier's responsibility.
8. **Submission of Performance / Warranty Bank Guarantee:**
- 8.1 For machinery and Plant items, costly equipment, and capital Spares, the contractor will have to furnish a Performance/warranty Bank Guarantee of 10% of the contract value to cover their warranty obligations under the contract, valid for warranty period plus 6 (six) months claim period.

ANNEXURE – I**ELECTRONIC FUND TRANSFER (EFT) MANDATE**

<p>I/We _____ am/are expressing my/our consent for getting my/our payment directly credited to my/our Bank Account/s towards supply of stores to RAIL WHEEL FACTORY (Ministry of Railways), Yelahanka, Bangalore-560 064,</p> <p style="text-align: right;"><u>Company's Seal & Signature of Authorised Signatory</u></p> <p style="text-align: right;">----- ----- -----</p> <p style="text-align: right;">Date -----</p>	
Name of the Company/Supplier	
Vendor/Supplier's Code	
Postal Address	
Name of the Bank & Branch Address (with Telephone No.)	
09 Digits MICR Code of the Bank :	
Account No. (15 Digits only)	
Type of Account	
Income Tax P A N No.	
Please attach following:	1. Copy of Cancelled cheque leaf. 2. Copy of PAN Card
	Signature of Authorised Signatory & Date -----
<p>The above Account No. has been verified and found correct.</p> <p style="text-align: right;">Bank Seal & Signature -----</p>	

ANNEXURE-II

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To:

The President of India
Acting through
The Controller of Stores,
Rail Wheel Factory,
Yelahanka, Bangalore-560064.

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 90 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 fulfilment 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 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 ofof year.....

ForBank Ltd.
(Full address of the Bank with contact / fax numbers/ & mail ID)

ANNEXURE-III**PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT**

To:
 The President of India
 Acting through
 The Controller of Stores,
 Rail Wheel Factory,
 Yelahanka, Bangalore-560064.

GUARANTEE BOND

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 ----- do here by undertake to pay the amounts due and payable under

(Indicate the name of the bank)

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 ----- further agree that the Guarantee herein contained shall remain

(Indicate the name of the bank)

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 ----- further agree with the Government that the Government shall

(Indicate the name of the bank)

have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of 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 -----lastly undertake not to revoke this Guarantee during its currency

(Indicate the name of bank)

except with the previous consent of the Government in writing.

Dated the -----day of ----- of year

For -----

(Full address of the Bank with contact / fax numbers/ & mail ID)

ANNEXURE-IV**PROFORMA FOR WARRANTY GUARANTEE BOND**

To
 THE PRESIDENT OF INDIA
 Acting through the Controller of Stores,
 The Controller of Stores,
 Rail Wheel Factory,
 Yelahanka, Bangalore-560064.

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 -----

Signature -----

Place -----

Printed Name -----

Witness -----

(Banks common Seal)

ANNEXURE-V**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

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

Ref No. _____

Date _____

To,
The President of India, acting through the
CONTROLLER OF STORES
RAIL WHEEL FACTORY
MINISTRY OF RAILWAYS
YELAHANKA, BANGALORE – 560 064.

Dear Sir,

Subject: Rail Wheel Factory e-tender no. _____ opened on _____
For supply of _____.

We _____ (full address with PAN number) established
manufacturer of _____ having factory / factories at
_____ do hereby authorise M/s
_____ (company's name, full address with PAN number) to
represent us, to bid, negotiate and conclude the contract on our behalf with you against your e-tender
no. _____.

It is also certified that:

- a) No Company / firm or individual other than M/s _____ is authorised to represent us in regard to this business against this specific tender.
- b) Inspection by RITES/RDSO/Consignees representative will be allowed at our manufacturing premises and not in the ware house /godown shop of the dealer.
- c) Inspected and accepted material will be directly despatched from our manufacturing premises to RWF/Yelahanka.
- d) We stand guarantee for the material supplied and Manufacturer's Test and Guarantee Certificate will be submitted against each lot of supply.
- e) We stand guarantee for successful execution of the contract.

Yours faithfully

(Signature, Name & designation)

For and on behalf of M/s _____

(Name and address of the manufacturer)

(NOTE: NO CHANGE IN WORDING OF THE ABOVE PROFORMA IS PERMITTED)

ANNEXURE – VI

RAIL WHEEL FACTORY
OFFICE OF THE CONTROLLER OF STORES

PROFORMA FOR OFFER FORM FOR SUBMISSION OF MANUAL BID

Tenderers are advised to fill up the Offer Form properly as per instructions and conditions given in the tender documents, failing which their offer is liable to be ignored. Offer Form should be submitted in duplicate.

S No.	Item	Percentage	Unit Value
1	Tender No.		
2	Due for opening on		
3	Quotation No. and date		
4	Description of stores		
5	Drawing/specification no.		
6	Unit.		
7	Tendered quantity		
8	Quantity Offered		
9	Basic Rate Per Unit		
10	Discount % (if any)		
11	Packing Charge/ Unit.		
12	Rate/Unit including Packing Charges.		
13	Excise Duty (In % & in Rs.)		
14	Rate/Unit including Packing and E.D.		
15	Sales Tax : CST/VAT/ Karnataka ST (In % & in Rs.)		
16	Forwarding Charge/ Unit.		
17	Freight per Unit: (In Rs.)		
18	Insurance per Unit (In Rs.)		
19	Any other charge: (Please specify accurately)	i)	
		ii)	
		iii)	
20	All Inclusive Rate, for delivery at destination (In Rs.)		

21	Delivery Period		
22	Inspection		
23	Payment Terms		
24	Other Conditions, if any		
25	Name and mobile no. of the contact person		

AGREEMENT FORM

1. I/We hereby offer to supply to the Rail Wheel Factory, such of the goods specified in the Schedule of Requirements annexed to the tender documents upon the Indian Railway Standard Conditions of Contract and upon the terms of Instructions to Tenderers, General and Special Conditions of Tender, Schedule of Requirements and additional Special Conditions specified therein.
2. CERTIFIED that the tenderer is:
 - (a) A sole proprietorship firm and the person signing the tender is the Sole Proprietor/ Constituted attorney of the Sole Proprietor.
 - (b) A partnership firm and the person signing the Tender is Partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/virtue of the general power of attorney.
 - (c) A company and the person signing the tender is the constituted attorney of the company.
3. I/we have been authorised to sign this Agreement of behalf of the Company.
4. The offer shall remain valid for minimum 90 days from the date of opening of the tender.
5. The acceptance of this tender by Rail Wheel Factory shall constitute a binding contract between me/us and the President of India acting through the Controller of Stores, Rail Wheel Factory.

Yours truly,

Telephone No.....

Signature.....

FAX No.....

Name of the Person signing.....

Fax No.....

Address in full.....

E-mail ID.....

.....

- Notes:**
1. Percentage column is to be filled wherever applicable, such as, for discount, taxes & duties, etc.
 2. In case multiple items are tendered/offered, for each item tenderer shall use this Form separately for each item.
 3. If packing charges are not subject to ED & ST, the same must be stated separately against Serial No.24.
 4. All columns must be filled and if any columns are not applicable, they should be marked as 'NIL'.

ANNEXURE – VII

STATEMENT OF DEVIATIONS FROM GENERAL AND SPECIAL CONDITIONS OF TENDER

(TO BE SUBMITTED AGAINST MANUAL TENDER)

Following are the particulars of deviations from the General and Special Conditions:		
Reference to clause/item of the tendered conditions	Deviation offered	Remarks (including justification, if any)
Signature & Seal of the tenderer		

ANNEXURE – VIII

STATEMENT OF DEVIATIONS FROM TENDERED SPECIFICATIONS/TECHNICAL REQUIREMENTS

(TO BE SUBMITTED AGAINST MANUAL TENDER)

Following are the particulars of deviations form, the requirements of the tendered specification:		
Reference to clause/item of the specification	Deviation offered	Remarks (including justification, if any)
Signature & Seal of the tenderer		

ANNEXURE – IX

PERFORMANCE STATEMENT

(TO BE SUBMITTED AGAINST MANUAL TENDER)

Sl. No.	Order placed by	Order No. & date and description of materials.	Quantity	Date of completion of delivery	Whether supply made in time	Whether payment received

Name & Signature of the tenderer and designation/authority for signing the tender

Date : _____