



Tender No.:All-EN-WDFC-OTTM-23

**Name of Work:- Supply of Off Track Track Tamper (OTT) from
Bhinwaliya to Iqbalgarh section under GM/Co-ord Ajmer Unit.**

**Two Packet
OPEN E-TENDER**

**TENDER DOCUMENT
(NOT TRANSFERABLE)
Jan-2023**

**Employer:
DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
UNDER MINISTRY OF RAILWAYS**

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Note:- Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.

Instructions To Tenderer For Procurement of Goods

PART-I

A. Instructions to bidders for online bidding

General:-Submission of Online Bids is mandatory for this Notice Inviting Tender. E- Tendering is new methodology for conducting Public Procurement in a transparent and secured manner. Supplier/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, DFCCIL has decided to use the portal (ireps.gov.in), a Government of India Undertaking. Benefits to Suppliers/ service providers are outlined on the Home page of the portal.

Instructions:-

1. **Bidding Methodology:** Online Bid System
 2. **Broad outline of activities from Bidders perspective:-**
 - a. Procure a Digital Signing Certificate(DSC)
 - b. Register on Electronic Tendering System(ETS)
 - c. Create Users and assign roles on ETS
 - d. View Notice Inviting Tender (NIT) on(ETS)
 - e. Download Official copy of Tender Documents from ETS.
 - f. Clarification to Tender Documents on ETS - Query to DFCCIL (Optional) - view response to queries posted by DFCCIL through addenda.
 - g. Bid Submission on ETS: Prepare & arrange all documents/ papers for submission of bid online.
 - h. Attend Public Online Tender Opening Event (TOE) on ETS.
 - i. Post TOE clarification on ETS (Optional). Respond to DFCCIL's post – TOE queries.
- For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

3. **Digital Certificate:**

For integrity of data and its authenticity/ non repudiation of electronic records and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) of class III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authority (CCA) (refer <http://www.cca.gov.in>).

4. The Tender documents can be downloaded from the website: ireps.gov.in and to be submitted in the e - format, before the schedule date & time of submission of the tender otherwise the Bid will not be considered.
5. Physical copy of the tender documents would not be sold/accepted.
6. List of Contact persons for this tender details of DFCCIL

DFCCIL Contact- 1	Sh Vivek Kala
Telephone/Mobile No.	9024464701
E-mail ID	Vivek.kala@dfcc.co.in
DFCCIL Contact- 2	Sh. Vipin Parihar
Telephone/Mobile No.	8003899316
E-mail ID	yparihar@dfcc.co.in
DFCCIL Contact- 3	Sh. Nilesh Pareta
Telephone/Mobile No.	8003899308
E-mail ID	npareta@dfcc.co.in

7. **Modification / Withdrawal of bids:**

- (i) The Bidder may modify/ withdraw its e- bid after submission prior to the Bid Due Date & time. No Bid shall be modified / withdrawn by the Applicant on or after the Bid Due Date & time.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless

the same has been expressly sought for by the Authority, shall be disregarded.

(iii) For modification of e-bid, applicant has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.

(iv) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

8. DFCCIL may issue addendum(s) / corrigendum(s) to the tender documents. In such cases the addendum(s)/corrigendum(s) shall be placed on ireps.gov.in and www.dfccil.gov.in. The tenderer who have downloaded the tender documents from the website before issue of addendum(s)/ corrigendum(s) must visit the website and ensure that such addendum(s) / corrigendum (s) (if any) is also downloaded by them. Such addendum(s) / corrigendum (s) (if any) shall also be submitted duly stamped and signed along with the submission of tenders. Any tender submitted without addendum(s) / corrigendum(s) (if any) shall be summarily rejected.

9. Other instructions

a) It is recommended that the Tenderer/vendor should visit the portal (ireps.gov.in), peruse the information provided under the relevant links and login to it and upload documents of bid.

b) DFCCIL reserves right to cancel the tender before submission / opening of tender, postpone the tender submission / opening date and to accept / reject any or all tenders without assigning any reason thereof. DFCCIL's assessment of suitability as per eligibility criteria shall be final and binding.

GENERAL INFORMATION / DATA SHEET

PART - II
GENERAL INFORMATION/DATA SHEET

Tender Notice No.	AII-EN-WDFC-OTTM-23
Name of the work	Supply of Off Track Track Tamper (OTT) from Bhinwaliyat o Iqbalgarh section under GM/Co-ord Ajmer Unit.
a) Tender Value	Rs. 71,39,000.00 including GST
b) Completion Period	3 (Three) Months
c) Type of Bid	One Packet
d) Earnest Money	Rs. 1,42,800.00
e) Last Date and Time of Downloading of Tender from website ireps.gov.in and www.dfccil.com	15:00 Hrs. of 30.01.2023
f) Last date and Time of online submission of Tender on website ireps.gov.in	15:00 Hrs. of 30.01.2023
g) Date and Time of Opening of Tender	15:30 Hrs. of 30.01.2023
h) Validity of offer	45 for Single Packet from the date of opening of tender.

NOTE:

- 1. Tenderer should bear the fact in mind while quoting the rates that GST will be paid by Contractor as per prevailing rate as applicable. Documentary evidence of deposition of GST will be produced by contractor for on account bill.**
- 2. Information as required as per various Forms/Annexures to tender document should be submitted by the tenderers without fail strictly as per formats. Offers submitted without Mandatory documents shall be summarily rejected.**

General Instructions to Tenderers for Procurement of Goods

PART-III
GENERAL INSTRUCTIONS

1.1	Dedicated Freight Corridor Corporation Of India Ltd, (here in after referred to as the DFCCIL or Purchaser), invites electronic tenders for the supply as set forth in the Notice Inviting Tender, 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form of the electronic tender uploaded on the Indian Railways E-Procurement System website (www.ireps.gov.in), hereinafter referred to as IREPS website. The tenders are invited in terms of DFCCIL'S Standard Conditions of Contract, 'Instructions to Tenderers' and 'DFCCIL's Special Conditions of Contract' uploaded on the IREPS website, and other conditions incorporated in the tender documents
1.2	The tender document consists of: - a) Latest version of DFCCIL'S Standard Conditions of Contract for Procurement of Goods b) Instructions to Tenderers for Procurement of Goods c) Notice Inviting Tender d) 'Submit Payment Details' form
1.3	The contract, if placed, shall be governed by latest versions (along with all correction slips) of a) DFCCIL's Standard Conditions of Contract for Procurement of Goods b) Instructions to Tenderers for Procurement of Goods All the above documents are available on the IREPS website (www.ireps.gov.in).
1.4	<u>Registration of Vendors on IREPS website:</u> In order to participate in the electronic tenders issued by DFCCIL, the vendors are required to obtain 'Class-III Digital Signature Vendors can submit their login registration request online by clicking on the New Vendors link available on Home Page of IREPS website and after signing the same digitally using their own Vendors interested in participating against an electronic tender are advised in their own interest to obtain the digital signatures, and get themselves registered on IREPS website well in advance of the tender closing date. DFCCIL shall not provide any assistance to the vendor in this regard and shall not be responsible for failure of the vendor to submit their offer against any electronic tender on this account.
1.5	Offers received in the electronic tender box available in the IREPS website (www.ireps.gov.in) will only be considered against electronic tenders.
1.6	Manual offers delivered by post/fax or in person, or offers sent by e-mail or telex shall not be accepted against electronic tenders, even if such offers are received in time. All such offers shall be considered as invalid offers and shall be rejected summarily, without any consideration.
1.7	The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents referred to in Para 1.2 and 1.3 above, unless special deviation is quoted by the tenderer in the Technical deviation & Commercial Deviation templates in 'Techno- commercial Bid decision there on shall be final and binding.
1.8	All mandatory fields in pre-designed templates of 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form marked with asterisk (*) shall be filled in by the tenderer.
1.9	The stores offered should be in accordance with stipulated drawings and specifications as given in the 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form and attachments attached with the electronic tender.

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1.10	The details of deviations, if any, from tender specification and other conditions should be clearly indicated in the Technical Deviation and Commercial Deviation templates provided on 'Techno-commercial Offer' form. <u>Alternatively, the tenderer can submit the details of deviations as per the format given in Annexure-1 of this document, by attaching the deviation statement in PDF format in the Attach Documents template on 'Techno-commercial Bid Details' form.</u> Deviations mentioned to be ignored.
1.11	Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the tender schedule. Any deviation in this aspect shall render the offer liable to be ignored.
1.12	Currency of Offer: The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.
1.13	Validity of offer: -Offer shall be kept valid for acceptance for a minimum period as specified in tender schedule from the date of opening of tender. In case a tenderer quotes a shorter validity period, the offer shall be considered as unresponsive and would be summarily rejected
1.14	Tenderers are advised to confirm "Compliance to special tender condition/ the offer liable to be ignored.
1.15	Should a tenderer have a relative employed in DFCCIL, or in the case of a partnership firm or company in corporate under the Indian Company Law should a partner or a relative of the partner be employed in DFCCIL, the authority inviting tenders may be rejected, or if such fact subsequently comes to light the contract may be rescinded.
2.0	QUALIFYING REQUIREMENTS OF TENDERERS
2.1	<p><u>Items not reserved to be procured from approved sources:-</u></p> <p>(i) Bulk order will be placed on the manufacturer or its authorized agent. The manufacturer firm must have satisfactorily executed at least one single purchase order for a minimum of 20 % of the total tender quantity or many small orders totaling to 20% or more of the tender quantity in DFCCIL/Zonal Railways/PUs/CORE/PSUs of Govt of India for the tendered item [OR] for the items having same description, but of different sizes/ ratings/capacities during 5 previous financial years and current financial up to date of tender opening. Purchase officers can consider such firms for bulk order duly keeping in view the overall performance of the firm.</p> <p>(ii) All other offers can be considered only for developmental order up to 20 percent of the net procurable quantity provided tenderer is a manufacturer or MSE firm for the tendered item group (NIC code)subject to their rate being lower than the rate of the lowest bidder eligible for bulk order. (Not Applicable)</p> <p>(iii) The onus of submission of requisite documents (such as copies of Receipt note for stock items, receipt & acceptance for Non-stock items, Capacity & capability regarding 'Bulk order' or 'Developmental order ' lies with the tenderers. In case the tenderers do not submit the requisite documents as detailed above along with their e- offer, the tender will be decided based on their past supply performance records as available with DFCCIL [if any].</p> <p>(iv) In case, the tenderers participate as an authorized agent, the performance as required above shall be that of the Principal who is authorizing the agent. It may so happen that the agent has credentials of past supply for a different Principal, but this will not be considered as performance for placing order in case of change of Principal.</p>

2.2	<p><u>Items reserved to be procured from OEM:-</u> For exceptional cases and special items which are manufactured and supplied by very few vendors and PAC items, following will be the eligibility criteria:</p> <p>“OEMs or their authorized agents/dealers can only be considered for placement of order where the OEM takes full responsibility for the quality of the material including warranty obligations and agrees for the inspection against DFCCIL’s Purchase Orders to be carried out at the manufacturer’s premises”.(Applicable)</p>
2.3	<p>Items reserved to be procured from RDSO/ PUs/ CORE/DFCCIL and other approved sources: -</p> <p>(i) DFCCIL would reserve the right to order either the entire or the bulk quantity on the “Approved vendors”. Status of approval of the tenderer shall be reckoned as on the date of tender opening and not thereafter, unless it is a case of downgrading/ removal/ suspension/ banning.</p> <p>(iii) Save as provided for in clause 2.3 (iv), clause 2.3 (vi) and clause 2.3(vii), developmental Order can be given up to 20% of NPQ (Net Procurement Quantity) on vendors approved for developmental orders or unapproved/untried firms subject to DFCCIL being prima facie satisfied that they are capable of executing the order, subject to their rate being lower than the rate of L-1 vendor eligible for bulk order. Such unapproved firms must submit their credentials details i.e., Machinery and Plant, Testing Facilities, QAP, Technical Manpower, Supply performance against earlier orders for same or similar items etc. as an attachment to their E-bid. Failure to furnish and attach such requisite credentials as mentioned above will make their offer liable to be ignored. Developmental order up to 20% quantity may be placed within the NPQ/ outside the NPQ. For items, where approved sources exist, in case of developmental order being recommended on unapproved/ untried firm, such developmental order can be placed either after assessment of their capacity and capability by the source approving authority within six months of advice from the purchase authority or with the condition that bulk supply will start after approval of prototype by nominated agency as mentioned in the PO.(Not Applicable)</p> <p>(iv) Where there are not more than three Indian suppliers categorized as Approved vendor for the tendered item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of items, outstanding order load, etc. shall be considered in a transparent manner subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre- decided tender criteria. Such orders shall be treated as Bulk Orders.</p> <p>(v) A Supplier or bidder shall be considered to be from India if (i) the entity is incorporated in India, or (ii) a majority of its shareholding or effective control of the entity is exercised from India, or (iii) more than 50% of the value of item being supplied has been added in India.</p> <p>(vi) Where there is no approved vendor for an item, developmental vendors can be considered for placement of bulk order without any quantity restrictions. However, while considering such vendors, factors including past performance, capacity, delivery requirements, quantity under procurement, nature of item, outstanding order load etc. shall be considered in a transparent manner, subject to rates being reasonable. Quantity allocation among eligible vendors shall be based on pre-decided tender criteria.</p> <p>(vii) Wherever tender is floated with purchase restriction from sources approved by nominated authorities and there exists a suspected cartel situation by approved vendors or rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendor list, without any restriction.</p>
2.4	<p><u>Tender Participation by authorized agent of OEM/Manufacturer:-</u></p> <p>(i) If the tenderer himself/herself is not the manufacturer of the item offered by him/her, he/she shall be</p>

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	<p>duly authorized by the manufacturer of such item. Such tenderers must enclose with their offer a certificate of authorization from the manufacturer, as per Proforma given in Annexure-4 of this document, to participate in the specific electronic tender being submitted.</p> <p>(ii) Additionally, the OEM/Authorized Dealers/Agents must comply the following conditions, failing which their offer(s) will be ignored:</p> <p>(a) In a tender, either the authorized agent/dealer on behalf of the Principal/OEM or the Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender.</p> <p>(b) If an authorized agent/dealer submits a bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>
2.5	<p><u>Mandatory considerations as per Government of India guidelines:-</u></p>
2.5.1	<p><u>MSE Consideration</u></p> <p><u>i. MSE consideration under Public Procurement Policy for MSEs, Order 2012</u></p> <p>As mentioned in Section 7(4) of the Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for MSEs, Order 2012. MSEs registered under Udyog Aadhaar Memorandum (UAM) are also eligible to avail the benefits under the policy.</p> <p><u>ii. Procurement of items reserved from Micro & Small Enterprises (MSEs)</u></p> <p>MSEs registered for the tendered item group (NIC Code) and submitting valid Udyam registration or UAM as the case may be, with their offer, will only be considered. MSEs must attach (in the template –Attach Documents on “Techno– Commercial Bid Details form, a scanned copy in PDF format) valid Udyam registration or UAM, as the case may be, along with their offer, failing which the offer is liable to be ignored.</p> <p><u>iii. Benefit/Preferential treatment to MICRO & SMALL Enterprises (MSEs)</u></p> <p>A. Tender sets shall be provided free of cost to MSEs registered for the tendered item group (NIC Code) and submitting valid Udyam registration or UAM as the case may be.</p> <p>B. MSEs registered for the tendered item group (NIC Code) and submitting valid Udyam registration or UAM as the case may be, with their offer, will be exempted from payment of Earnest Money.</p> <p>C. In tenders, participating MSEs, as given at Para 2.5.1 (i), quoting price within the band of L-1 + 15% shall also be allowed to supply a portion of requirement by bringing down their price to L-1 price in a situation where L-1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25 % of total order.</p> <p>In case L1 is not an MSE and there is more than one MSE within the range of L1 +15 %, only the lowest MSE shall be considered for 25 % order in case of divisible item (or 100 % in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15 %, shall be considered. This process shall be continued till a MSE in the range accepts the L-1 price or the MSEs in the L1 +15 % range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.</p> <p>D. MSEs, who are interested in availing themselves of these benefits, will enclose with their offer valid Udyam registration or UAM, as the case may be. Failing the above, offers may not be considered for benefits detailed in MSE notification of Government of India dated 23.03.2012.</p>

	E. MSE firms will please note that in case of order being awarded to them, they will have to deposit Security Deposit as per clause 4.0 subject to exemptions detailed under clause 4.1.
2.5.2	The purchaser reserves the right to give purchase preference to the MSE units as per para 2.5.1, over the quotations of large-scale units, in accordance with the policies of the Government of India from time to time. The purchase preference above cannot however be taken for granted and every endeavor needs to be made by them to bring down cost and achieve competitiveness.
2.5.2.1	There will be no purchase preference for products of central public sector enterprises except for preferential purchase policies framed for specific sectors separately.
2.5.3	<u>Make in India Consideration:</u>
	<u>Provisions for procurement under Public procurement (Preference to Make in India) policy</u> Following provisions will be applicable for items to be procured under Public Procurement (Preference to Make in India) order 2017 dt.15.6.2017 and Public Procurement (Preference to Make in India) order 2017 – Revision dt. 16.09.2020.
1.	<p>Definitions: For the purpose of this Order</p> <p>A. 'Local content' means the amount of value added in India, which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p>B. Unless otherwise specified in the tender, 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to more than 50%, as defined under this Order.</p> <p>C. Unless otherwise specified in the tender, 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%, as defined under this Order.</p> <p>D. Unless otherwise specified in the tender, 'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Order.</p> <p>E. 'L1' means the lowest tender or lowest bid, or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.</p> <p>F. 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.</p> <p>G. 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.</p> <p>H. 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.</p>

	I. 'Works' means all works as per Rule 130 of GFR – 2017, and will also include 'turnkey works'.
2	<p>Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement</p> <p>(a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.</p> <p>(b) In procurement of all goods, services or works, not covered by sub-para 2(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local suppliers' and 'Class-II local suppliers', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.</p> <p>(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.</p>
	<p>3A Purchase Preference</p> <p>(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner prescribed hereunder.</p> <p>(b) In the procurement of goods or works, which are covered by para 2(b) above and which are divisible in nature, 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per the following procedure.</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.</p> <p>ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> <p>(c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where a bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per the following procedure.</p> <p>i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.</p>

	<p>ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class- I local supplier' will be invited to match the L1 price subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.</p> <p>iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier', within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.</p>
	<p>3B. Applicability in tenders where contract is to be awarded to multiple bidders- (Not Applicable)</p> <p>In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:</p> <p>In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local supplier'.</p> <p>(b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.</p> <p>(c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.</p> <p>(d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to the next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.</p> <p>(e) To avoid any ambiguity during the bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.</p>

4.	<u>Exemption of small purchases:-</u> Notwithstanding anything contained in paragraph 2 and 3A & 3B above, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.
5.	<u>Minimum local content:-</u> The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the para 1 above. No change is permissible on this account.
6.	<u>Margin of Purchase Preference:-</u> The margin of purchase preference shall be 20%.
7.	<u>Requirement of specification in advance:</u> The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8.	<p><u>Verification of local content:-</u></p> <p>(a) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.</p> <p>(b) In case of procurement for a value in excess of Rs.10 Crores, the 'Class- I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier so the than companies) giving the percentage of local content.</p> <p>(c) Decisions on complaints relating to implementation of this Order shall be taken by the competent authority, which is empowered to look into procurement related complaints relating to the procuring entity.</p> <p>(d) Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on a random basis and in the case of complaints.</p> <p>(e) Nodal Ministries and procuring entities may prescribe fees for such complaints.</p> <p>(f) False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule151(iii) of the General Financial Rules along with such other actions as may be permissible under law.</p> <p>(g) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 7(h) below.</p> <p>(h) The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:</p> <ol style="list-style-type: none"> The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member- Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/ Department or in some other manner; On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s); In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

9.	<p><u>Reciprocity Clause:-</u></p> <p>(i) When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the producing country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.</p> <p>(ii) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.</p> <p>(iii). The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
2.5.4	<p>Restrictions of procurement from the bidders from countries sharing land borders with India</p>
	<ul style="list-style-type: none"> Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
	<ul style="list-style-type: none"> "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
	<ul style="list-style-type: none"> "Bidder from a country which shares a land border with India" for the purpose of this Order means:- <ul style="list-style-type: none"> a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
	<ul style="list-style-type: none"> The beneficial owner for the purpose of (iii) above will be as under; <ol style="list-style-type: none"> 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. <p>Explanation -</p>

	<p>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</p> <p>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements'</p> <p>2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, , has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.</p> <p>4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is their Levant natural person who holds the position of senior managing official.</p> <p>5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.</p> <ul style="list-style-type: none"> • An Agent is a person employed to do any act for another, or to represent another in dealings with third persons. <p>Certificate to be provided by the Tenders with their bid</p> <p><i>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. (Please strike out, whichever is not applicable)</i></p> <p><i>(a) I certify that I am not from such a country; or</i></p> <p><i>(b) I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and is eligible to be considered. Evidence of valid registration by the Competent Authority is attached."</i></p>
2.6	<p>Other details: - (Mandatory)</p> <p>i. The tenderer shall clearly indicate whether he is registered with the office of DFCCIL for supplying the quoted item, and if so, he must mention his registration number along with monetary limit, if any, under the remarks column in the 'Financial Rate Page for Supply' form. If the tenderer is registered with NSIC, he must also attach in the Attach Documents template on 'Techno Commercial Bid Details' form a scanned copy in PDF format, of valid NSIC certificate showing monetary limit and the items for which registered. In case the tenderer is approved by RDSO/ PUs/CORE for the quoted item, he must attach in the Attach Documents template on 'Techno Commercial Bid Details' form a scanned copy in PDF format of the registration/approval certificate.</p>

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	<p>ii. If the tenderer is not registered with DFCCIL or NSIC, or is not an approved source for the tendered item with RDSO/PUs/CORE, he shall provide a satisfactory evidence acceptable to the Purchaser by attaching scanned copies of such documents in PDF format in the Attach Documents template on 'Techno-commercial Bid Details' form to show that:-</p> <p>a. He is an established manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;</p> <p>b. He has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a copy of the report from a recognized bank or a financial institution;</p> <p>c. He has adequate plant and manufacturing capacity to manufacture the items offered and supply within the delivery schedule offered by him;</p> <p>d. He has established a quality control system and organization to ensure that there is adequate quality control at all stages of the manufacturing process.</p> <p>iii. If the tenderer is himself not the manufacturer of the item offered by him, he shall be duly authorized by the manufacturer of such item. Such tenderers must enclose with their offer a certificate of authorization from the manufacturer, as per Proforma given in Annexure 4 of this document, to participate in the specific electronic tender being submitted.</p> <p>iv. The OEM/Authorized Dealers/Agents must comply the following conditions, failing which their offer(s) will be ignored:</p> <p>a. In a tender, either the authorized agent/dealer on behalf of the Principal/OEM or the Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender.</p> <p>b. If an authorized agent/dealer submits a bid on behalf of the Principal/OEM, the same agent/dealer shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p> <p>v. For the purpose of Para 2.6 the tenderer should additionally submit:-</p> <p>a. A performance statement in the Performance Statement template on 'Techno-commercial Bid Details' form by entering list of major supplies effected in the recent past, of the items offered by him, giving details of the purchaser's name and address, order no. and date, quantity supplied and whether the supply was made within the delivery schedule. Alternatively, tenderers can also create such performance statement in PDF format separately as per the format given in Annexure-2(Mandatory), which can be attached in the Attach Documents template of 'Techno-commercial Bid Details' form.</p> <p>b. A statement in PDF format indicating details of equipment, staff employed and quality control measures, as per the format given in Annexure-3(Mandatory), of this document, attached in the Attach Documents template of 'Techno-commercial Bid Details' form.</p> <p>vi. Tenderers not furnishing the requisite information may note that their offer is liable to be ignored.</p>
2.7	<u>Eligibility Criteria</u>
2.7.1	For items where only Class-I local suppliers are eligible to participate in the tender (NOT APPLICABLE)

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	<p>In keeping with the Public Procurement (Preference to Make in India) Order, 2017 as amended and in terms of Clause 2.5.3 above, Public Procurement of this item is restricted to 'Class-I local suppliers' only. Thus, only 'Class-I local supplier' as defined under the Public Procurement (preference to Make in India) Order, 2017, as amended shall be eligible to bid in this tender. Offers from vendors who do not qualify to be 'Class-I local supplier' shall be summarily rejected and, therefore, such vendors should not participate in the tender. In case any vendor who does not qualify to be a 'Class-I local supplier' for the tendered item participates in the tender, such a bidder does so at its own risk and cost and Railways shall not be liable for any loss or damage caused to the bidder on this account.</p>
2.7.2	<p>For items where only Class-I and Class-II local suppliers are eligible to participate in the tender (APPLICABLE)</p> <p>In keeping with the Public Procurement (preference to Make in India) Order, 2017 as amended and in terms of Clause 2.5.3 above, Public Procurement of this item is restricted to 'Class-I and Class-II local suppliers' only. Thus, only 'Class-I and Class-II local suppliers' as defined under the Public Procurement (preference to Make in India) Order, 2017, as amended shall be eligible to bid in this tender. Offers from vendors who do not qualify to be 'Class-I or Class-II local suppliers' shall be summarily rejected and, therefore, such vendors should not participate in the tender. In case any vendor who does not qualify to be a 'Class-I or Class-II local supplier' for the tendered item participates in the tender, such a bidder does so at its own risk and cost and Railways shall not be liable for any loss or damage caused to the bidder on this account.</p>
2.7.3	<p>The status of a bidder as a 'Class-I/Class-II local supplier' shall be ascertained based on the following details/documents, as applicable, furnished at the time of submission of bid.</p> <p>a) The local content declared by the bidder in the earmarked field on IREPS (which shall be treated to be the self-certification by the bidder, required in terms of sub-clause 7(a) of clause 2.5.3 above). However, any downward revision in the local content subsequent to tender opening, if intimated by the bidder, will also be taken into consideration for the purpose of evaluation of the bid.</p> <p>b) A tender specific Certificate (for procurement value > 10 Cr.) in terms of sub-clause 7(b), of clause 2.5.3 above). Such a certificate should inter-alia include the following details:</p> <ol style="list-style-type: none"> Name and address of the bidder. Quantum of 'Local Content' in the item offered by the bidder. Details of the location(s) at which the local value addition is made. <p>c) Details of the location(s) at which the local value addition is made (in cases of self-certification).</p> <p>d) In case of downward revision of local content subsequent to tender opening, the bidder shall be liable to be taken up as per clause 2.5.3 – 8(f) above. Additionally, EMD of the bidder shall be forfeited.</p>
3	Earnest Money Deposit (EMD)
3.1	<p>Tenderers are required to deposit Earnest Money equivalent to the amount mentioned in the tender document. Tenderers not submitting Earnest Money should clearly indicate in their offer the reasons for the same, and failure to do so will be taken as unwillingness on their part to deposit the Earnest Money and such offers without requisite Earnest Money will be summarily rejected.</p>

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3.2	Tenderer not falling in the exempted categories as mentioned in the subsequent para shall submit the Earnest Money as specified in the tender document/notice.
3.3	<p>Normally in Limited Tender Cases (including Single Tender and Global Limited Tender) of value limit up to Rs. 25 (Twenty-five) Lakh, No Earnest Money shall be taken. However, if tender approving authority considers it necessary to take Earnest Money in the Limited Tender (including Single Tender and Global Limited Tender) cases having value less than Rs.25 lakh, the Earnest money would be taken and the same should be decided prior to issue of tender and be mentioned in tender condition.</p> <p>Apart from above, there shall be no exemption from Submission of Earnest Money for any tender or by any tenderer except following:</p> <ol style="list-style-type: none">Micro & Small Enterprises (MSEs) registered for the tendered item group (NIC Code).Indian Railways and Government Departments.Indian Ordnance Factories.PSUs owned by the Ministry of RailwaysVendors appearing on the approved vendor list of RDSO/PUs/CORE/DFCCIL for the tendered item, subject to approval status being valid on the date of tender closing.In tender issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them. <p>Tenderers falling under any of the above listed exempted categories and claiming exemption will have to follow all of the following steps to avail the exemption from submission of Earnest Money:</p> <p>Tenderers shall search for the relevant tender using the links(a) quick search or (b) advance search provided in their home page after logging into the IREPS system using their valid Username, Password & Digital Signature.</p> <p>On retrieving the tender details, they shall click on the Submit Payment Details icon under Actions column to access the Submit Payment Details Page. The tenderers shall then choose the appropriate exemption category available under Submit EMD link on the Submit Payment details page. The tenderer shall thereafter digitally sign and submit the details by clicking the Sign & Submit button available on the page. Tenderers may please note that 'Submit EMD link becomes available only after the tenderer has submitted tender document cost (or has chosen the exemption category for tender document cost, if applicable).</p> <p>The MSE tenderer will have to attach a scanned copy of the requisite document viz. valid Udyam registration or UAM, as the case may be, in support of their MSE status for the tendered item group (NIC Code).</p>

3.4	<p>The tenderers not falling under exempted category will be required to deposit amount of EMD as follows:</p> <table border="1" data-bbox="337 306 1336 905"> <thead> <tr> <th data-bbox="337 306 813 499">Estimated Value of Tender</th><th data-bbox="813 306 1336 499">EMD (rounded off to the nearest higher Rs. 10 (ten).</th></tr> </thead> <tbody> <tr> <td data-bbox="337 499 813 625">Up to Rs. 25 Lakh</td><td data-bbox="813 499 1336 625">@ 2% of the estimated value of the tender</td></tr> <tr> <td data-bbox="337 625 813 783">Above Rs. 25 Lakh and up to Rs. 50 Crore</td><td data-bbox="813 625 1336 783">@ 2% of the estimated value of the tender subject to max Rs. 20 Lakh</td></tr> <tr> <td data-bbox="337 783 813 905">Above Rs. 50 Crore</td><td data-bbox="813 783 1336 905">Rs. 50 Lakh</td></tr> </tbody> </table>	Estimated Value of Tender	EMD (rounded off to the nearest higher Rs. 10 (ten).	Up to Rs. 25 Lakh	@ 2% of the estimated value of the tender	Above Rs. 25 Lakh and up to Rs. 50 Crore	@ 2% of the estimated value of the tender subject to max Rs. 20 Lakh	Above Rs. 50 Crore	Rs. 50 Lakh
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Above Rs. 50 Crore	Rs. 50 Lakh								
3.5	<p>(i) All vendors exempted from submitting EMD, as per para 3.3 above, irrespective of the type of tender, i.e., Single, Limited or Open, shall be required to sign a bid securing declaration as per Annexure-7 (Mandatory) and upload scanned copy of the same with their offer. In case of non-submission of Bid Securing Declaration, the exemption claimed by the tenderer will not be admissible and their offer shall be treated as offer without EMD and shall be dealt accordingly.</p> <p>(ii) The bidder(s), who stand disqualified as per the declaration furnished by them (as per Annexure 7), will not be exempted from submitting EMD and SD for all tenders published during the period of their disqualification.</p> <p>(iii) The disqualification procedure and all correspondence there of shall be online and digital Updation on IREPS shall be done by competent authority of DFCCIL not below the level of JGM/AGM/DyCPM</p>								
3.6	<p>The conditions detailed in Para 3.5 shall not be applicable to Govt. Departments/ ordnance factories/ Indian Railways/ Railway PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.</p>								
3.7	<p>In case of Limited, PAC and Single tender, the tender approving authority may exempt the EMD at the time of issue of tender even for tenders having value more than Rs.25 lakhs and the same should be mentioned in special conditions of the tender.</p>								
3.8	<p>Offers of tenderers, who do not submit Earnest Money, and are also not exempted from submission of Earnest Money, shall be summarily rejected.</p>								
3.9	<p>The Earnest Money Deposit shall be forfeited if the tenderer withdraws or revises his offer after opening of tender within the validity period. If a successful bidder fails to deposit Security Money, the</p>								

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	Earnest Money deposited by the bidder shall be forfeited.
3.10	No interest shall be payable by the purchaser on the Earnest Money.
3.11	The EMD shall be valid for a minimum period of 90 days beyond the validity of offer.
3.12	Mode of Earnest Money Deposit:
	<p>(i) For other than Global Tender, the EMD amount has to be deposited online by the vendors through payment gateway as available on IREPS. No other mode of the submission of Earnest Money is acceptable except in case of Global Tenders and Manual tender.</p> <p>(ii) In the case of Global tender, vendors may deposit EMD either online or manually. The manual submission will be in the following forms:</p> <p>(a) Fixed Deposit Receipt, Account payee Demand Draft, Banker's Cheque or Bank Guarantee issued by Nationalized or Scheduled Commercial Bank. The Bank Guarantee should be submitted in the prescribed form as per Annexure-5.</p> <p>(b) Payment of Earnest money in the form of Banker's cheque/Demand Draft shall be made in favor of DFCCIL</p> <p>(iii) In case of joint venture/consortia, <i>Bank Guarantee</i>, Fixed Deposit Receipt, Account payee <i>Demand Draft</i>, <i>Banker's Cheque</i> for Earnest Money shall be in the name of joint venture/consortia and not in name of individual members.</p>
4.0	Security Deposit (SD)/ Performance Security for Stores contracts except M&P
4..1	<p>There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except the following:</p> <p>(a) Normally for the contract cases of value up to Rs. 25(Twenty-five) Lakh, SD money shall remain exempted. However, If tender approving considers it necessary, SD may be taken for the contract cases having value less than Rs.25 lakh also but it should be decided at the time of issuing tender and specifically indicated so in the special condition of the tender.</p> <p>(b) Indian Railways and Government Departments, Indian Ordnance factories. PSUs owned by the Ministry of Railways.</p> <p>(c) In the tenders issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.</p> <p>(d) Vendors appearing in the approved vendor lists of RDSO/ PUs/CORE/DFCCIL, subject to approval status being valid on the date of tender closing.</p> <p>Note: Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, DFCCIL shall record poor performance of the vendors for taking suitable penal action as per extant instructions.</p>

4.2	The bidder(s), who stand disqualified as per the declaration furnished by them (as per Annexure -7), will not be exempted from submitting SD for all tenders published during the period of their disqualification.								
4.3	<p>Modes of SD Money: The SD money can be deposited in any of the following forms:</p> <p>(a) Fixed Deposit Receipt, Account payee Demand Draft, Banker's Cheque or Bank Guarantee issued by Nationalized or Scheduled Commercial Bank. The Bank Guarantee should be submitted in the prescribed form as per Annexure- 8.</p> <p>(b) Payment of Security money in the form of Banker's cheque/demand draft shall be made in favour of DFCCIL</p> <table border="1"> <thead> <tr> <th>Contract Value</th><th>SD (rounded off to nearest higher Rs. 10 (Ten)</th></tr> </thead> <tbody> <tr> <td>Up to Rs. 25 Lakh</td><td>1. NIL (Normally) 2. @ 5 % of contract value, in case tender is floated with specific stipulation of SD</td></tr> <tr> <td>Above Rs. 25 Lakh and upto Rs. 50 Crore</td><td>@ 5% of Contract Value subject to max Rs. 50 Lakh.</td></tr> <tr> <td>Above Rs. 50 Crore</td><td>Rs. 1 Crore.</td></tr> </tbody> </table> <p>(c) In case of joint venture/consortia, <i>Bank Guarantee</i>, Fixed Deposit Receipt, Account payee Demand Draft, <i>Banker's Cheque</i> for Earnest Money shall be in the name of joint venture/consortia and not in name of individual members.</p>	Contract Value	SD (rounded off to nearest higher Rs. 10 (Ten)	Up to Rs. 25 Lakh	1. NIL (Normally) 2. @ 5 % of contract value, in case tender is floated with specific stipulation of SD	Above Rs. 25 Lakh and upto Rs. 50 Crore	@ 5% of Contract Value subject to max Rs. 50 Lakh.	Above Rs. 50 Crore	Rs. 1 Crore.
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Above Rs. 50 Crore	Rs. 1 Crore.								
4.4	Amount of Security Deposit will be as indicated below:								
4.5	The successful tenderer shall have to deposit SD within 21 days of posting of Letter of Acceptance or transmission of electronic communication of letter of acceptance, as the case may be.								
4.6	In the event of successful tenderers failing to deposit/ submit SD in acceptable form within the prescribed period as aforesaid (Para 4.5 above), the EMD submitted by such successful tenderers shall be automatically adjusted towards SD. In the cases, where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be forfeited and case be dealt similar to that of withdrawal of offer by the tenderer as per extant instructions								
4.7	For severable contracts, in case of failure by contractor to meet deliveries for any lot, Purchaser may cancel the contract for defaulted part by forfeiting SD commensurating to that lot which would be determined with respect to total SD money of contract in proportion to the full quantity of defaulted lot and total order quantity.								

4.8	Notwithstanding the amount of Security Deposit (Performance Security) as specified in clause 4.4 above, the SD amount will be governed by Department of Expenditure, Ministry of Finance OM F.9/4/2020-PPD dated 12.11.2020 & 30.12.2021 for all tenders/contracts issued/concluded till 31.03.2023 or till such date as modified subsequently.
4.9	Security deposit shall remain valid for a minimum period of 90 days beyond the date of completion of all contractual obligations.
5.0	SUBMISSION OF OFFERS
5.1	Procedure for submission of electronic offers
5.1.1	<p>The tenderers should visit IREPS website at the address www.ireps.gov.in and submit online offers after logging into the website using their login ID, Password and Digital Signature. Tenderers can submit their online offers only after they have submitted tender document cost (or have chosen the exemption category for tender document cost, if applicable). Tenderers can submit online electronic offers after filling the details in the following pre-designed templates.</p> <ul style="list-style-type: none">i. Submit Payment Detailsii. Techno-Commercial Bid Details (Bid Process page) <ul style="list-style-type: none">1. Eligibility Criteria (Elig.*)2. Terms and Conditions(T&C*)3. Commercial Deviation (Com. Dev.)4. Technical Deviation (Tech. Dev.)5. Special Conditions & Check List (Check List*)6. Technical Specifications (Tech. Spec.)7. Performance Statement (Perf.)8. Attach Documents (Attach Doc.)9. Financial Offer (Fin. Offer) <p>Templates named above super scribed with asterisk (*) will require digital signatures for submission.</p> <p>Tenderers shall be able to access the 'Financial Offer' link for entering in to the 'Financial Rate Page for Supply' only after they fill in the details in the asterisk (*) marked templates on the 'Techno Commercial Bid Details' form and digitally sign and submit the same.</p>

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	<p>Tenderers may note that the IREPS software is continuously being upgraded and the forms referred above may be subject to changes. Tenderers are advised to keep themselves updated with the latest changes, by referring to the latest versions of user manuals available on the website, and by taking note of the messages sent by the IREPS administrator from time to time. Tenderers should also make themselves fully acquainted with all the available templates/forms, before they submit their offer. No claim shall be entertained from a tenderer, on account of non-familiarity with any of the templates and forms available on the IREPS website.</p>
5.1.2	<p>The electronic offers shall be digitally signed by the tenderer. To ensure confidentiality and security, the offers will be auto encrypted using the highest level of digital security before transmission on internet channels. Electronic such offers are received in a time locked electronic tender box, where they remain encrypted till stipulated tender opening date/ time. All the details of the digital certificate as obtained from the C.A., showing the identity of the person who is authorized to sign and submit an electronic offer will get auto attached along with the electronic offer, and can be verified by</p> <p>DFCCIL at a later stage, to establish the identity of the person who has digitally signed and submitted his electronic offers. This is similar to an authenticated copy of the document which authorizes the signatory to commit on behalf of the firm.</p>
5.1.3	<p>Every online tender submitted duly signed with a valid Digital Signature Certificate and received before closing date & time of tender shall be acknowledged by the system and HTML receipt will be generated indicating tender ID as well as date and time of receipt of the tender.</p>
5.1.4	<p>Electronic offer once digitally signed and submitted for one or all the item/ items cannot be accessed or revised later and shall remain fully secured confidentially stored into time locked E-tender box in an encrypted form till the due date and time of opening.</p>
5.1.5	<p>Revised bids: Vendors can submit a revised commercial offer</p> <p>(“Financial Rate Page for Supply’ form) any time before the stipulated closing date and time and in such case the last revised offer submitted at a later time and date shall be considered as the offer, superseding all the previously submitted offers for that item/ items of the tender.</p>
5.1.6	<p>Alternative bids: The vendors are also allowed to submit alternative offers (for different make, specification, slab discount etc.)</p>
5.1.7	<p>Late Offers: The Indian Railway E- procurement application software does not permit vendors to submit their offers after the designated tender closing date and time.</p>
5.1.8	<p>The tenders are uploaded in IREPS website well in advance of closing time to give sufficient time to the vendors to participate in the tender. Vendors are advised in their own interest to submit their offers well in advance before the tender closing time. DFCCIL shall not be responsible for</p>

	non- participation of vendors due to any technical problems such as network connectivity etc. on the tender opening day.
5.2	<p>Goods & Service Tax (GST)</p> <p>i) The bidders should ensure that they are GST compliant & their quoted tax structure/ rates are as per GST law.</p> <p>ii) The bidders are required to indicate the rate of GST applicable for the tendered item in their bids separately in the rate page provided in the IREPS system. The offers shall be evaluated based on the GST rate as quoted by each bidder & same will be used for determining the inter-se ranking. While submitting the offer, it shall be the responsibility of the bidder to ensure that they quote the correct GST rate & HSN number.</p> <p>iii) Purchaser shall not be responsible for any mis-classification of HSN number or incorrect GST rate if quoted by the bidder. The purchaser will not reimburse any GST paid by the supplier due to mis-classification.</p> <p>iv) Where the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the purchase order, payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed.</p> <p>v) Vendor is informed that she/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all-inclusive price as mentioned in the purchase order.</p> <p>vi) Any amendment to the GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under statutory variation clause (SVC).</p> <p>vii) The bidders while submitting their bids shall give the following declaration: "We agree to pass on such additional setoff/input tax credit as may become available in future under the GST provisions in respect of all inputs used in the manufacture of the tendered item on the date of supply, by way of reduction in price and advise the purchaser accordingly."(Mandatory)</p> <p>viii) The suppliers while submitting their bills for payment shall give the following declaration (Annexure-9)</p> <p>"We hereby declare that additional setoff/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."</p> <p>ix) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.</p>

	<p>x) Imposition of any fresh taxes/duties or other levies or increase in any existing taxes, duty or levies on components or raw materials procured by the firm, shall be borne by the contracting firm</p>
5.3	<p><u>Delivery Schedule:-</u></p> <p>5.3.1 The tenderers should quote the delivery period/ delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date so specified. Attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the DFCCIL's Standard Conditions of Contract for Procurement of Goods, which shall govern the contract. Delivery Period shall be reckoned from the date of issue of Purchase Order/ Letter of Advance Acceptance/ Letter of Acceptance.</p> <p>5.3.2 The delivery period and delivery schedule as per DFCCIL's requirement are indicated in the respective fields in the electronic tender. Tenderers are advised to adhere to the delivery period/delivery schedule stipulated in the tender, as deviation from the same may render their offer liable to be ignored. Tenderers should invariably quote firm delivery period in their quotation. If the quoted delivery period spreads over several months, the date of commencement, monthly rate of delivery and the date of completion of delivery must be indicated.</p> <p>5.3.3 In the case of "ex-stock" offers, the dispatch of stores is to be effected within 7 days of the receipt of order. Wherever the stores are subject to inspection by RITES/RDSO etc. before dispatch, extra time of 3 weeks will be allowed to cover time in inspection.</p> <p>5.3.4 The date of receipt of material by the consignee will be taken as date of delivery.</p> <p>5.3.5 No transit time shall be allowed beyond the delivery date stipulated in the contract.</p> <p>5.3.6 Time Preference Clause: It should be noted that if a contract is placed on a higher tenderer as a result of invitation of tender, in preference to the lower acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay to the Government the difference between the contract rate and of the lowest acceptable tender on the basis of final price F.O.R destination including freight, GST and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.</p>
5.4	<p><u>Delivery Terms :-</u></p> <p>5.4.1 The purchaser will prefer free delivery by road at the consignee's end.</p> <p>5.4.2 Tenderers are required to clearly indicate the freight charges in the relevant field in the 'Financial Rate Page for Supply' form. The freight charges to be paid shall in no case exceed the freight charges quoted by the tenderer in the relevant field in the 'Financial Rate Page for Supply'</p>

	<p>form.</p> <p>5.4.3 In case an offer is submitted on 'FOR-Station of dispatch' basis, 'FOR-Ex-Works' basis or 'FOR-Ex- Go down basis' and 'Nil' freight charges are quoted by the tenderer in the relevant field on the 'Financial Rate Page for Supply' form, the supplier shall agree to dispatch the stores by rail/road on free delivery to consignee. No freight charges shall be payable in such cases.</p> <p>5.4.4 In case an offer on "FOR- Station of dispatch" basis is accepted with mode of dispatch by rail, the supplier shall agree to book the stores by goods train for wagon load consignments and passenger/parcel train for smalls.</p> <p>5.4.5 The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores contracted for are received by the consignee in good condition at destination.</p>
5.5	INSPECTION
	<p>5.5.1 The inspection of stores at manufacturer's premises before dispatch will be conducted by an agency nominated by the purchaser viz. RITES or RDSO or DQA or the representative of consignee. Final inspection of stores will be done by the consignee on receipt at destination.</p> <p>5.5.2 Tenderers are required to confirm acceptance of the Inspection Clause mentioned in the tender document, and non-acceptance of the same shall render the offer liable to be ignored.</p> <p>5.5.3 In case the purchase orders are placed on traders/agents for the item(s) which are peculiar to DFCCIL, the inspection shall be carried out at their manufacturer's premises rather than trader/agents' premises, to ensure genuineness of quality of the material. DFCCIL reserves the right to insist for inspection at manufacturer's premises even for those items which are not peculiar to DFCCIL.</p> <p>5.5.4 In case the firm fails to offer the material for inspection against inspection call issued to inspecting agency, or if the material have to be re-inspected due to rejection of the material at firm premises by inspecting agency or due to non-dispatch of material within validity of inspection certificate, then the charges/fees of the inspecting agency for visit /re-inspection will be paid by the supplier to the respective agency.</p>
5.6	Payment Terms
	<p>5.6.1(a) Normally the standard payment terms would be: 100% payment against receipt and acceptance of material by the consignee (E4 and above grade) after inspection and acceptance at destination.</p> <p>(b)However, the payment terms of "95% payment against inspection certificate and receipted challan duly signed by consignee/controlling officer of consignee (Not below E4 level) and balance 5% after receipt and acceptance of the goods" may also be given in case of third-party inspection.</p>

	<p>5.6.2 Tenderers are advised to accept the standard payment terms incorporated in the tender, as deviation from the same shall render the offer liable to be ignored.</p> <p>5.6.3 In deserving cases, DFCCIL, at their sole discretion may accept deviation from the standard payment terms, as per existing guidelines/instructions.</p> <p>5.6.4 Payment through EFT</p> <p>a. The tenderer shall give his consent in a mandate form for receipt to payment through EFT (Annexure 6 of this document); by attaching a scanned copy of the same in PDF format in the template Attach Documents on 'Techno Commercial Bid Details form.</p> <p>b. Tenderer shall 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., IFSC Code as appearing on MICR cheque issued by bank.</p> <p>c. Tenderer shall also attach a certificate from their bank certifying the correctness of all above-mentioned information.</p> <p>d. In case of non-payment through EFT, or where EFT facility is not available, payment may be released through cheque.</p> <p>e. The purchase order will contain the following details as furnished by the firm;</p> <ol style="list-style-type: none"> 1) Account no. & Type 2) Bank Name & IFSC Code. 3) Branch name & Address. 4) Whether payment is through EFT or Cheque.
	<p>5.7 I.T.C.C: This will be governed by extant rules of the Government of India. Tenderers are to indicate their Income Tax PAN details and enclose a photocopy of the same.</p>
6.0	OPENING OF ELECTRONIC TENDERS
6.1	The tender shall be opened electronically by official(s), authorized to do so by DFCCIL, by logging on the IREPS website with their Login ID and Password, by authenticating themselves through their Digital Signature Certificate, as well as applying secure decryption key of DFCCIL for decryption of electronic offers.
6.2	The tender shall normally be opened on the stipulated closing date, after the stipulated opening time. In case the closing date falls on a holiday, the tender shall be opened on the next working day. If due to unavoidable reasons, the tender is not opened on the stipulated closing date then it may be opened on a later date. However, no revision or modification of the offer shall be allowed after the closing date and time, even if there is any delay in the tender opening.
6.3	Immediately after the opening of tender, financial and Techno-commercial tabulation statements are generated by the IREPS module. Vendors who have submitted valid offers against electronic tenders against 'Open' and 'Special Limited' tenders are not required to come to DFCCIL office to witness the tender opening process and know the offer details, as they will be able to access the tabulation statements and bids, immediately after tender opening, by visiting the IREPS website and logging in with their Login ID, Password and Digital Signature.

6.4	<u>Clarifications from Tenderers:</u> After opening of tender, if necessary, the purchaser may obtain clarification (on issues other than those having financial implication) on the offers by requesting for such information from any of the tenderers as considered necessary. Further, if the tenderer has quoted deviation from the commercial terms and conditions as stipulated in the tender enquiry or have quoted with any unusual/non-standard commercial terms and conditions, he may be asked (without any commitment from the purchaser) to agree to commercial terms and conditions as per the tender enquiry or withdraw the unusual/non-standard commercial conditions, as the case may be. Tenderer will, however, not be permitted to change the substance of the offers after the tender has been opened.
7.0	EVALUATION OF OFFERS
7.1	The commercial offer details shall be submitted by vendors using 'Financial Rate Page for Supply' form having a separate entry box for each element of rate. The vendors must fill in basic rate and other rate components such as GST, unconditional discount on basic rate, if any, packing charges on basic rate, forwarding charges, Freight charges, other charges, if any, in the boxes provided in the 'Financial Rate Page for supply' form. The all-inclusive rate per unit shall be calculated automatically considering all the elements of rate components, as filled by the vendor before submitting the offer, and will be displayed before the vendor submits his digitally signed electronic offers. Tenderers can edit any or all rate entries before submission and before digitally signing their electronic offers. Tenderers are therefore advised to check, and revise any or all the entries in the rate page before the same is digitally signed and submitted. All offers will be evaluated after taking into account the all-inclusive destination rate per unit, which will also be displayed to the vendor before submission of his electronic offer.
7.2	<p>Tenderers should quote financial terms and conditions in the nominated fields of 'Financial Rate Page for Supply' form only. Any financial terms and conditions mentioned in the fields other than the nominated fields will be ignored and will not be considered for the purpose of evaluation of offer to determine the inter-se ranking of the offer. Tenderers are advised not to quote any terms and conditions having financial bearing in any other template of 'Techno Commercial Bid Details' form or in the Remarks field of the 'Financial Rate Page for Supply' form, as these will not be considered for evaluation of the offer. Similarly, any financial terms and conditions enclosed as attachments will be ignored and not considered for the purpose of evaluation of offer to determine the inter-se ranking of the offers. However, Railways at their own discretion may avail the benefit of such conditions while placing purchase order, if the offer is considered for placement of order.</p> <p>Nothing extra shall be payable over and above the all-inclusive rate shown in the financial offer, except on account of Price Variation clause, and Statutory Variation, if applicable. Digital Signature of the tenderer on the E-tender form shall be construed as confirmation that the tenderer has read and accepted this condition.</p>

7.3	The tenderers shall quote specific freight charges in the relevant field of financial rate page. Ambiguous remarks like 'freight extra at actual', 'freight shall be charged extra', 'Railway freight shall be charged extra' etc., mentioned in the 'PVC and remarks' field or elsewhere in the electronic offer or attachments shall not be considered for evaluation, and may render the offer liable to be ignored. However, freight charges shall not be payable if the offer is considered.
7.4	Rates quoted by the tenderers with discounts, if any, linked to quantity will be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt Notes etc. will be ignored for calculating inter-se position. However, Railways may avail the discounts linked to early payment, early Receipt notes etc. if otherwise firm's offer is found to be acceptable.
7.5	The tenders will be evaluated by the Purchaser on free delivery to destination basis, to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents. Wherever more than one consignee/item are involved, unless specified otherwise in the tender document, tender would be evaluated and inter-se ranking of the tenderer would be made for each item and/or each consignee separately.
7.6	The inter-se ranking shall be determined by considering the taxes & duties applicable on the date of tender opening and the Inter- se ranking arrived at in such manner shall be taken as final. In case of reduction in taxes and duties, the taxes and duties will be paid as per rate prevailing on the date of supply. Statutory variation in taxes and duties shall be allowed only during the original/refixed delivery period. However if there is reduction in rates of taxes and duties during the extended delivery period, then the same shall be passed to the purchaser.
7.7	Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any ground whatsoever.
8.0	Price Variation Clause:(NOT APPLICABLE)
	<p>Unless otherwise specified in the Tender Schedule, tenderers would quote firm prices only. Offers of Tenderers quoting with PVC in such cases shall be summarily rejected.</p> <p>(ii) However, wherever considered desirable by the purchaser, a Price Variation Clause may be incorporated in the Tender Schedule itself. In all such cases, where PVC formula and PVC base date/base rate has been incorporated in tender, the Tenderers are advised to submit their offers as per the PVC formula and Base Date incorporated in the tender document and offers received with fixed prices or with a different Price Variation formula or different base date shall be summarily rejected.</p> <p>(iii) Following Price Variation Clauses are generally recognized by the DFCCIL.</p> <p>(a) IEEMA PVC for the items covered by IEEMA formula.</p>

	<p>(b) Railway Board's/CORE's PVC for items covered by such formulae.</p> <p>(c) DGS&D's PVC for the items which are covered by such formulae etc.</p> <p>Note:-Unless specified otherwise in the tender document, Tenderers whose offers are with IEEMA/ Railway Board/ DGS&D PVC have to quote with the prices of input raw materials ruling on the base date as stipulated in the relevant PVC of (IEEMA/Railway Board/ DGS&D). 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.</p> <p>If any Tenderer quotes with any other base date (for prices of input raw materials), then all such offers shall be summarily rejected For example, in the case of IEEMA PVC for a tender opened in May of a year, if any tenderer quotes with prices of input raw materials ruling on a base date other than 1st April of that particular year, such offers shall be summarily rejected.</p> <p>(iv) Tenderers who quote with Price Variation Clause on account of escalation in price of raw material may please note that such escalation claims will be subject to verification by the paying authority of the DFCCIL with reference to the records that may be called for from them. Successful tenderer will be required to produce complete records including records of ground stocks available at the time of submission of tender for verification/ examination of their claims under price escalation before their claims are accepted. If the tenderer fails to establish his claim by producing satisfactory records before the paying authority of DFCCIL, their claim will be disallowed and/or proportionately/suitably reduced.</p>
8.1	<p>Tendering through Reverse Auction: The two packet Reverse Auction (RA) system of open tendering as available on IREPS may also be adopted if the tender approving authority desires so in place of one packet open tendering specially for high value items.</p>
8.2	<p>Selection criteria for tender cases of Stores proposed through Reverse Auction (e-RA):- The process of Reverse Auction shall be followed where there are at least three approved vendors (bulk procurement is to be made from vendors approved by RDSO/ CORE/PUs/DFCCIL etc.) or at least three proven/ likely competitive sources, prima facie competent for execution of bulk ordering.</p> <p>Financial Bids in single currency/ parameter only shall be allowed.</p>
8.3	<p>Procedure for award of contracts through Reverse Auction: -</p> <p>Each tender for Reverse Auction shall clearly specify essential technical and commercial</p>

	parameters in a transparent manner. No deviation to such essential Technical and Commercial conditions shall be permitted to vendors in the electronic bid form.										
8.4	<p>Technical Bid and Initial Price offer: -</p> <p>A) Procuring authority shall decide the bid evaluation criteria in the tender itself, whether the evaluation shall be item wise, consignee wise or overall tender value wise.</p> <p>B) Bidder shall be simultaneously required to electronically submit a Technical & Commercial Bid and Initial Price Offer.</p> <p>Offers found eligible for bulk order shall be categorized as qualified for bulk order for the purpose of RA and offers found eligible for Developmental Order shall be categorized as Qualified for Development Order for the purpose of RA.</p> <p>C) Offers not complying with essential technical & commercial requirements of the tender shall be declared as ineligible for award of contract.</p> <p>D) Initial Price offer of only those bidders categorized as qualified for Developmental Order or Qualified for Bulk Order, shall be opened and tabulated by system separately, category wise.</p>										
8.5	<p>Financial bid: Financial Bid shall comprise of Final Price Offer obtained through Reverse Auction. Following conditions and procedure shall be followed in selection of bidders for conduct of Reverse Auction.</p> <p>Selection of vendors for Reverse Auction for award of bulk ordering in Stores Tenders:</p> <table><tr><th>Number of tenderes qualified for Award of contract/ Bulk Order</th><th>Number of Tenderers to be selected for Reverse Auction</th><th>Remarks</th></tr><tr><td><3</td><td>Nil</td><td rowspan="3">The bids disallowed from participating in the reverse auction shall be the highest bidders in the tabulation of initial price offer In case the highest bidders quoted the same rate the initial price offer received last as per time log of IREPS shall be removed first on the principle of last in first out, by IREPS system itself.</td></tr><tr><td>3 to 6</td><td>3</td></tr><tr><td>More than 6</td><td>50% of venders qualified for bulk order/ award of contract (rounded off to next higher integer)</td></tr></table>	Number of tenderes qualified for Award of contract/ Bulk Order	Number of Tenderers to be selected for Reverse Auction	Remarks	<3	Nil	The bids disallowed from participating in the reverse auction shall be the highest bidders in the tabulation of initial price offer In case the highest bidders quoted the same rate the initial price offer received last as per time log of IREPS shall be removed first on the principle of last in first out, by IREPS system itself.	3 to 6	3	More than 6	50% of venders qualified for bulk order/ award of contract (rounded off to next higher integer)
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3 to 6	3										
More than 6	50% of venders qualified for bulk order/ award of contract (rounded off to next higher integer)										

	<p>Note: -</p> <p>i. If the number of tenders qualified for bulk order/ Award of Contract is less than 3, RA shall not be done and tender will be decided on the basis of initial price offer(s).</p> <p>ii. Offers Qualified for Developmental Order, with initial price offer lower than the highest initial offer of a vendor Qualified for Bulk Order and selected for Reverse Auction after elimination, shall be allowed to participate in RA.</p> <p>iii. MSE Criteria: All MSEs found qualified for Bulk Order/Developmental Orders but could not be selected for Reverse Auction as per criteria stipulated above, but are within the range of 15% of lowest initial price bid of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter- se ranking on the basis of initial price bid. Such MSEs shall be over and above the number of vendors selected for Reverse Auction as per criteria stipulated above. In case all the bidders qualifying for bulk as well as for developmental order (before applying elimination criteria) are within the MSE category, this clause shall not apply.</p> <p>iv. All bidders eligible for benefits under Public Procurement (Preference to Make in India) Order-2017, found qualified for Bulk/Developmental Order and are within the specified range of price preference, under the Make in India policy, of lowest initial price bid of the bidder qualified for bulk order shall be permitted to participate in the Reverse Auction, irrespective of their inter- se ranking on the basis of initial price bid. Such bidders shall be over and above the number of vendors selected for Reverse Auction as per criteria stipulated above. In case all the bidders qualifying for bulk as well as for developmental order (before applying elimination criteria) also qualify under "Make in India Order, 2017" criteria, this clause shall not apply.</p> <p>v. During the Reverse Auction process bidders shall not be allowed to bid a rate higher than the lowest initial price offer. The bidders will not be allowed to alter the rates of taxes and duties quoted by them.</p>
8.6	<p>Reverse Auction among bidders categorized as Qualified for Developmental Order and Qualified for Bulk Order shall be conducted concurrently. Qualified bidders shall be able to see both the auction screens i.e. auction screen of Reverse Auction amongst bidders qualified for bulk order and auction screen of Reverse Auction amongst bidders qualified for developmental order. However bidders shall only be permitted to bid on the respective screens relevant to them as per their qualification. Purchaser shall not be permitted to see any of the auction screens. Purchaser should only be intimated on the website about the status of Reverse Auction. I.e when the auction will start/had started, whether the auction is live or whether the auction has closed.</p>
8.7	<p>Save as provided for in 2.3 (iv), clause 2.3 (vi) and clause 2.3(vii) quantity to be covered on developmental orders shall be upto 20% of the net procurable quantity. The quantity covered on developmental orders may be within or outside NPQ.</p>

8.8	After obtaining the final bids of Reverse Auction, the lowest bid of only those bidders who were selected in the Reverse Auction shall be tabulated and considered for ordering. The offers of bidders which were eliminated from Reverse Auction in terms of above stipulations shall be tabulated separately and shall not be considered for any ordering. All the relevant policies of DFCCIL at the relevant time shall be applicable.
9.0	Acceptance of Tender
9.1	The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.
9.2	<p>Option Clause:</p> <p>(i) Wherever option clause is applicable in a tender, the purchaser shall be entitled to increase the order quantity up to full tender quantity as well as option to increase the quantity up to 30% of the order quantity anytime within the validity of the contract (original/ extended). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered.</p> <p>(ii) The purchaser shall be entitled to operate option clause in one or more than one installment as long as the total variation in quantity does not exceed the limit of 30% of the ordered quantity.</p> <p>(iii) The purchaser reserves the right to accept the tender with splitting of tender quantity on minimum two firms with the option to increase the quantity to be ordered upto full tendered quantity on any of the firms.</p> <p>Additionally, the purchaser shall also be entitled to vary the total order quantity of those firms upto +30% anytime within the delivery period (including extended delivery period). The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of their original offer.</p> <p>(iv) Total coverage against the tender considering the orders placed on all the firms in the tender should not increase the tendered quantity by more than 30%.</p> <p>(v) In cases where separate orders for an item for different consignee(s)/ paying authority(ies) are placed on one firm against one tender, total quantity of all such orders shall be the basis for the purpose of option clause. In such cases, option clause can be operated in any of the order/ or for any consignee(s) so long as the Delivery Period of any of the order in the tender is alive. Similarly in the case of severable contracts, total quantity of the order (sum of the quantities of all lots) shall be the basis for the purpose of option clause.</p> <p>(vi) Where the 30% quantity option leads to fractional quantities, these may be rounded off to the nearest number. If the fraction is 0.5 then the quantity shall be rounded off to the next higher number.</p> <p>(vii) Option Clause can be exercised anytime within Delivery Period, by giving reasonable notice</p>

	<p>(viii) 'Reasonable notice' as 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. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant Modification Advice to the contract will suffice. For fixed quantity contract, the extended delivery period for the increased quantity beyond original delivery period will be 1/3 rd of the original currency period of the contract (i.e the period from date of issue of purchase order till last date of supply as stipulated in the original contract) but not less than 45 days. An additional delivery period for enhanced quantity would also be given when the option clause is operated at the time of tender finalization itself, in case total order quantity on a particular firm after enhancement becomes greater than tender quantity. Notwithstanding the above stipulation, lower delivery period for the enhanced quantity can be given with the consent of supplier.</p> <p>(ix) In a contract that provides for quantity option clause, in case Delivery Period is extended either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original delivery period, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.</p>
10.0	Splitting of order quantity(NOT APPLICABLE)
10.1	<p>Case of no prior decision to split the order:</p> <p>(A)Normally full order shall be placed on L-1 firm. However, if it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying or it is considered necessary to have order on multiple source with a view to ensure availability of material, then the quantity being finally ordered will be distributed among the other tenderers in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters-</p> <ul style="list-style-type: none"> (i) Past Performance of tenderers (ii) Capacity of tenderers (iii) Delivery requirements in the tender (iv) Quantity under procurement (v) Nature of the items i.e. vital, safety etc <p>(B) In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in Para 10.2(A) below.</p>
10.2	<p>Case of pre-decided split ordering</p> <p>(Only for those items for which the concerned ministry has notified that sufficient local capacity and local competition exist as per provisions of Public Procurement, Preference to Make In India, Order 2017 and subsequent amendment thereof)</p>

(A) Wherever pre-decided split ordering is mentioned in the tender document in order 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, provisions under Para 10.2(A) (i) to Para 10.6 shall be applicable.

(i) 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.

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

Price differential between L-1 and L-2	Quantity distribution ratio between L-1 and L-2
Upto 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on L-2 tenderer TC/TAA shall decide.

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

(a) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per-se reasonable.

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

(ii)(1) 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.

(ii)(2) There could be a situation when between the lowest firm considered suitable for bulk qty (L-1 firm "A") and another firm considered suitable for bulk quantity order, there are firms who are

	<p>considered suitable only for part quantity. For example, say L-1 tenderer is approved source for bulk ordering and firm L-4 is also approved source for bulk ordering and splitting is to be done between these two eligible firms. But there are two firms (L2 & L-3) in between who are suitable for part quantity, i.e., are eligible for developmental orders. In such cases, L-1 should be given its proportion based on its rate differential with respect to L-4 (say by this L-1 gets 65% of NPQ). The balance quantity (say 35 % of NPQ) is to be distributed among other eligible firms. The balance quantity is to be distributed as follows.</p> <p>(i) L-2 and L-3 shall be allocated within the overall ceiling of 20% (of 35% of NPQ)</p> <p>(ii) And the balance quantity shall be allocated to L-4 tenderer.</p> <p>Since the developmental firms are being given the order in relation to their lower position with respect to L4 (firm eligible for bulk quantity/approved source), it will not attract the provision of “order on developmental firm should not be at a higher rate than the rate of approved firm” as the reference rate for comparison of L-2 and L-3 rates is the rate of L-4 rate.</p> <p>(ii)(3) (i) There could be a situation when between the lowest eligible tenderer (non-MSE) considered suitable for bulk qty (say L-1) and another tenderer (Non-MSE) considered suitable for bulk quantity order (say L-3), there is a tenderer (say L2- MSE firm) within purchase preference margin of L-1 firm and who is considered suitable for developmental order quantity. In this case, the L-2 firm will be ordered upto 20 % of the NPQ after it matches the L-1 rate and splitting will be done between L1 and L-3 for the balance quantity as per Para 10.2 A(ii) above.</p> <p>(ii) There could be another situation when the splitting is to be done between two non-MSE firms (say between L-1 and L-3 who are considered suitable for bulk-quantity order) and a tenderer (MSE firm) considered suitable for bulk order is having inter-se ranking of L-4. If the rate of L-4 (MSE firm) is within the purchase preference margin of rate of L-1 firm, then L-4 shall be considered for ordering upto 25 % of the NPQ subject to L-4 matching the price of L-1 firm. The splitting will then be done between L1 and L-3 in the balance quantity as per Para 2.17.2.1(b). The purchase preference margin will be with respect to the initially quoted price of lowest tenderer eligible for bulk ordering. If in this case, L-2 happens to be a non-MSE firm eligible for part quantity then the distribution will be done as per Para 10.2 A(ii) considering left over quantity i.e. 75 % of NPQ as 100%</p> <p>(iii) In the example of (ii) above, if the MSE firm (L4) is considered suitable for developmental order, then quantity to be ordered on L-4 firm will be restricted upto 20 %.</p>
	<p>(B) In cases of pre-decided splitting, if the purchaser decides not to split the ordered quantity, the reason for the same should be recorded in TC minutes/acceptance note.</p>

10.3	<p>Ordering on developmental firms shall not constitute splitting of procurable quantity</p> <p>(a) Considering that the overall quantity limit for developmental vendor is 20 %, and the fact that developmental vendors can fall anywhere in the inter-se position, specifying a precise situation for independent distribution among developmental firms is not possible. Suffice it to say that the tender committee/TAA will bring out the rationale of quantity distribution among developmental firms.</p> <p>(b) Similar to Para 10.3 (a), the offers of MSE firms can fall anywhere in the inter-se position and there can be any combination of various categories of the tenderers, say, Non-MSE firm eligible for bulk order, non- MSE firm eligible for developmental order, MSE firm eligible for bulk order, MSE firm eligible for developmental order etc at the various positions in the inter-se ranking. Therefore, specifying a precise situation for independent distribution among all eligible firms (MSEs as well as Non-MSEs) is not possible. Suffice it to say that the tender committee/TAA will bring out the rationale of quantity distribution among all the eligible firms.</p>
10.4	<p>(i) If the lowest rate quoted by the tenderer (suitable for bulk ordering) (say firm 'A') is not reasonable, purchaser may go for negotiation with L1 firm 'A'. However, counter offer in lieu of aforesaid negotiation is not permitted. After negotiation(s), if the negotiated rate is still unreasonable, then a counter offer may be given to the L1 firm 'A'. The rate to be counter offered to the firm will be a rate which the TC/purchase officer considers reasonable. If counter offer is not accepted by the firm, the tender will normally be discharged. Only in exceptional situation, where the requirement is urgent and a re-tender for the entire requirement would delay the availability of item, purchase officer/TC may take a view to buy the bare minimum quantity. The balance should be re-tendered.</p> <p>(ii) Once the rate of L-1 firm 'A'(whether original, negotiated or counter offered and subsequently accepted) is reasonable ,the purchaser may (in case of splitting of quantities) simultaneously counter offer to L2,L-3 (whose rates are not per-se reasonable),the rate of L-1 firm 'A'. Such counter offer(s) to L-2, L-3 will not be deemed to be negotiation. In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.</p>
10.5	<p>For cases where DFCCIL had entered into ToT/JV agreements the following shall be applicable.</p> <p>As the DFCCIL has entered into a TOT/JV agreement with..... no. of firms, they reserve the right to place orders on all such TOT/JV agreement partners. However, for ratio/ proportion of quantity distribution among such agreement partners, conditions as detailed in clause 1302(A)(ii) shall apply with the exception that the aspect of 'per-se reasonability' will not be applicable.</p>
10.6	<p>Notwithstanding the stipulations made in clause 1302 to 1305 ,in the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of materials in requisite quantity to meet the needs of</p>

	operation, maintenance, safety etc. of the DFCCIL, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.
11.0	<p>Intimation regarding Dispatch of Material: Within one month of receipt of Purchase Order, the supplier shall have to intimate in writing about the monthly supply schedule program with full details i.e. quantity likely to be manufactured and going to put up for inspection etc. and will update regularly at least on monthly basis till completion of contract.</p> <p>The tenderer should note that the supplier shall have to give a written intimation immediately after the dispatches of material (i.e. preferably within 48 hours of dispatch of materials) duly indicating Supply Order's Reference, brief description of item, its quantity, Truck/Trailer No., Name and Mobile No. of Carrier's driver (if available) to the Purchaser.</p>
12.0	<p>SPECIAL INSTRUCTIONS FOR MACHINERY & PLANT (M&P) ITEMS (MANDATORY)</p> <p>(i) After Sales Service: The tenderers should confirm that they will render quick after sales service during the warranty period of the machine and advise details of their after sales network / office which will render the said service.</p> <p>(ii) Comprehensive Annual Maintenance Contract (CMC): - For M&P items, the essentiality of CMC (whether CMC required or not) should be clearly indicated in the schedule of requirement. However, in any case, Tenderers shall quote CMC charges for 5 years beyond warranty/guarantee period of the M&Ps, even for the purpose of future reference/guidance of the consignee.</p> <p>(a) The Complete Equipment/ M&P shall be covered by CMC for a period of five years after expiry of warranty period. Tenderers along with their offers shall also quote CMC charges on a yearly basis for a period of five years for the proper upkeep and maintenance of the quoted Equipment. The quoted CMC charges shall include the following: -</p> <p>(1) Cost of preventive maintenance visits during the year (Two visits in each year. Detailed itemized breakup of jobs to be done in each visit shall be furnished in the offer).</p> <p>(2) Cost of all spares required for preventive maintenance.</p> <p>(3) Cost of breakdown Maintenance visits during the year.</p> <p>(4) Cost of all spares required for Breakdown Maintenance.</p> <p>(5) Boarding, lodging, transportation, medical facilities and all other incidental expenses.</p> <p>(6) All duties, taxes and levies applicable.</p> <p>(b) However, the cost of consumables required for day-to-day operation would not be included in the scope of CMC.</p> <p>(c) The CMC prices for each year will be firm. The CMC charges shall be separately payable in Indian Rupees only. DFCCIL reserves the right for entering into the Comprehensive Annual Maintenance Contract (CMC) on the basis of rates quoted by the Contractor in their tender against CMC charges.</p> <p>(iii) Evaluation criterion: -</p> <p>(a) Where CMC is essentially required and same is indicated in tender condition: Total Net Present Value of CMC charges for 5 years (P) after expiry of warranty period of one years calculated on predetermined % rate of discounting (RD) is mentioned in para 12.6 below. In case of different</p>

warranty period & different span of CMC Charges this formula will be as per the equivalent suitable calculations. The same shall be loaded on FOR destination rate including cost of installation & commissioning charges quoted by the tenderer for the purpose of comparative evaluation of offers (inter-se ranking).

(b) For all other M&Ps where CMC is not required and indicated in schedule of requirement, but the same may be used for future reference of the consignee: -

CMC charges shall not be loaded and only FOR destination rate including cost of installation & commissioning charges quoted by the tenderer shall be the criterion for comparative evaluation of offers.

(iv) The CMC shall guarantee 98% availability (minimum Uptime) of Equipment/ M&P, which shall be calculated on a quarterly basis on the total or working days available in the quarter. Availability shall be defined as full functionality of the machine to fulfill all requirements specified in the specification.

(v) The Maintenance shall normally be done during working hours i.e. from 10:00AM to 5:00PM. However, in case of emergency, maintenance may have to be done beyond working hours and even on holidays. Prior arrangements through proper communication should be worked out in all cases by the Contractor.

(vi) The Equipment shall be considered under breakdown, if any of the requirements specified in the specification is not fulfilled. The maximum response time and maximum down time for M&Ps should be indicated in schedule of requirement.

(vii) A penalty of 0.25% of the CMC value shall be levied for each percentage point shortfall. However, total penalty in a year shall not exceed 10% of the CMC value. In case, the total penalty exceeds 10%, DFCCIL shall have the right to cancel the CMC and forfeit the performance guarantee bond towards CMC.

(viii) Payment of CMC shall be made on quarterly basis against a performance guarantee bond equal to full value of the annual contract value, valid for 15 Months from date of CMC, to be furnished by the contractor at the beginning of CMC. Payment shall be made at the end of the quarter. Penalties imposed during quarter shall be deducted from the quarterly payment due to the Contractor.

(ix) After each preventive maintenance and breakdown visit, the performance of the machine/Equipment shall be monitored for two days after which joint note shall be signed between the Contractor or his authorized officials and the consignee. The joint note shall clearly bring out the performance of the machine/Equipment to fulfill the requirements in the specification. The Contractor shall execute the contract in conformity to all applicable laws of the land. The consignee shall not be liable in any way for any penalties, claims and charges arising out of the execution of contract by the Contractor. For all such expenses and liabilities, the Contractor shall be solely responsible. This shall also include any compensation claims arising out of any accident during execution of the contract.

	<p>(x)The Contractor shall also be solely responsible for any damages suffered by the consignee's property during execution of the contract. However, the liability shall be limited to making good the damages inflicted.</p> <p>(xi)The tenderers are required to give the current cost of spares required for maintenance of machine and the current service charges for each item of work of repair of M&P to undertake maintenance work of the equipment by consignee after the CMC period 5 years is over. These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.</p> <p>(xii)Tenderers, who are OEM, must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Tenderers participating on authorization of OEM must submit undertaking from OEM for supply of spare parts for period of expected life of the machine/equipment.</p>
12.1	<p>Commissioning & Proving Test:</p> <p>(i)The contractor shall arrange commissioning of the equipment at the consignee premises and shall arrange to carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning to the entire satisfaction of the consignee.</p> <p>(ii)The Contractor or his agents shall commission the machine within stipulated time as shown in the contract. This time frame will be applicable from the date of intimation from the consignee in respect of readiness of the machine for commissioning in cases where the machine is to be installed by the consignee. The time schedule includes the time for installation in cases where installation is also to be undertaken by the contractor.</p> <p>(iii)The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of the contractor, the purchaser shall be entitled to recover and the contractor shall be liable to pay a penalty at the rate of 2% of the price of the M&P for each and every month or part thereof for which commissioning is delayed, provided always that the entire amount of penalty to be paid under the provision of this clause shall not exceed 10% of the total contract value. Failure to install / commission the machine within stipulated time after intimation from the consignee will be taken as breach of contract and purchaser will be at liberty to forfeit the Security Money furnished by the supplier without any prejudice to other rights under the contract.</p> <p>(iv)Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the Clause 12.1 (iii) above. The decision of the Purchaser on whether the delay in commissioning has taken place for reason(s) attributed to the contractor shall be final and binding</p>
12.2	<p>Training: The contractor during commissioning of the equipment will also train DFCCIL staff in operation and maintenance of equipment supplied.</p>
12.3	<p>Maintenance Manual & Spare Parts: Contractor would be required to supply 2 copies of operation and maintenance manual and lists of Spare parts along with the equipment.</p>
12.4	<p>Warranty of M&P items</p> <p>The contractor shall warrant that the equipment supplied shall be free from defect and faults on material, workmanship. Manufacturing quality should be of the highest grade consistent with the established and generally accepted standard goods of the type offered and in full conformity with the tender specifications.</p>

	<p>(b)Unless otherwise mentioned in the specification, the equipment offered should be warranted against defective design, material, workmanship etc. for a period of 24 months/or the period of warranty mentioned in contract from the date of commissioning and proving test at destination.</p> <p>(c)The Contractor shall, if required, replace or repair the equipment or such portion thereof as is found defective by the Purchaser, free of cost at the ultimate destination or at the option of the purchaser, the Contractor shall pay to the Purchaser value thereof at the contract price and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.</p> <p>(d)Maximum downtime during the warranty period will be 2% for on-line Machinery and Plant including Medical equipment and 10% for off-line Machinery and Plant calculated on quarterly basis. Penalty of 0.5% per week on part thereof of the contract value will be levied for delay in response time for attending and rectification of fault beyond specified time during the warranty time.</p> <p>(e)Maximum penalty to be levied on account of warranty failure will be 5% of the contract value calculated during whole of the warranty period, and after that if there is any delay on part of the Contractor, purchaser shall be entitled to encash warranty BG. Further, in such cases bad performance of such Contractor shall be recorded and circulated to all concerned, and in future tender the poor performance of such tenderer shall be duly considered. The decision of the Purchaser in regard to Contractor's liability and the amount, if any, the payable under this warranty shall be final and conclusive.</p> <p>(f)Warranty clause is also applicable for spare parts / assemblies.</p>										
12.5	<p><u>Payment Terms for M&P Items</u></p> <p>(i)For orders valued up to Rs. 5 Lakh – 100% payment will be made after inspection, receipt, installation and acceptance of equipment by the consignee (official competent to accept the material as per SOP on Stores Procurement)</p> <p>(ii)For orders valued above Rs. 5 Lakh - 80% payment shall be made against proof of dispatch / delivery and inspection certificate, balance 20% after satisfactory installation, commissioning and acceptance of the equipment by consignee(official competent to accept the material as per SOP on Stores Procurement) subject to submission of BG for 10% of the contract value for warranty obligations, valid beyond 6 months period of warranty.</p>										
12.6	<p><u>Formula for calculating Net Present Value for CMC Charges: -</u></p> <table border="1"> <tr> <td>CMC Charges for 1st Year after expiry of warranty period of one years</td><td>C1</td></tr> <tr> <td>CMC Charges for 2nd Year after expiry of warranty period of one Years</td><td>C2</td></tr> <tr> <td>CMC Charges for 3rd Year after expiry of warranty period of one years</td><td>C3</td></tr> <tr> <td>CMC Charges for 4th Year after expiry of warranty period of one years</td><td>C4</td></tr> <tr> <td>CMC Charges for 5th Year after expiry of warranty period of one years</td><td>C5</td></tr> </table> <p>Predetermined percentage rate of discounting = RD @ 8%.</p>	CMC Charges for 1 st Year after expiry of warranty period of one years	C1	CMC Charges for 2 nd Year after expiry of warranty period of one Years	C2	CMC Charges for 3 rd Year after expiry of warranty period of one years	C3	CMC Charges for 4 th Year after expiry of warranty period of one years	C4	CMC Charges for 5 th Year after expiry of warranty period of one years	C5
CMC Charges for 1 st Year after expiry of warranty period of one years	C1										
CMC Charges for 2 nd Year after expiry of warranty period of one Years	C2										
CMC Charges for 3 rd Year after expiry of warranty period of one years	C3										
CMC Charges for 4 th Year after expiry of warranty period of one years	C4										
CMC Charges for 5 th Year after expiry of warranty period of one years	C5										

Tender No.: AII-EN-WDFC-OTTM-23

Net present value of CMC charges for 1 st Year	P1	$= C1/(1+RD/100)^3$
Net present value of CMC charges for 2 nd Year	P2	$= C2/(1+RD/100)^4$
Net present value of CMC charges for 3 rd year.	P3	$= C3/(1+RD/100)^5$
Net present value of CMC charges for 4 th Year	P4	$= C4/(1+RD/100)^6$
Net present value of CMC charges for 5 th year.	P5	$= C5/(1+RD/100)^7$
Total Net present value of CMC charges for 5 year.	P	$= P1+P2+P3+P4+P5$

Total Net present Value of CMC charges for 5 years (P) shall be loaded on FOR destination rate including cost of installation & commissioning charges quoted by the tenderer for the purpose of comparative evaluation of offer (inter-se-ranking of the offers) for cases where CMC is essentially required.

ANNEXURE-1

(Refer clause 1.10)

PROFORMA FOR STATEMENT OF DEVIATIONS

- (1) The following are the particulars of deviations from requirements of the tender specifications:

	Clause	Deviation	Remarks (including justification)

- (2) The following are the particulars of deviations from the requirements of the Instructions to Tenderers for Procurement of Goods, DFCCIL's Standard Conditions of Contract for Procurement of Goods:

	Clause	Deviation	Remarks (including justification)

Seal & Signature of the tenderer(s)

ANNEXURE-2

(Refer clause 2.6)

**PROFORMA FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 5 FINANCIAL YEARS & CURRENT FINANCIAL YEAR)**

Tender No. Date of opening.....

Name of the firm.....

No.	Order placed by (full add. of)	Order No. & Date	Description of stores	Unit price ED, ST & FOR	Date of Completion	Remarks indicating reasons for late delivery if	Have the stores been satisfactoril y supplied
					As per contract	Actual	

Signature and Seal of Tenderer(S)

ANNEXURE-3
(Refer clause 2.6)

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No.....

Date of opening.....

Name of the firm.....

Note:-All details required only for the items tendered

1. Name & Full address of the firm.
2. Telephone & Fax No. Office/Factory/Works.
3. E-mail address.
4. Location of the manufacturing factory
5. Details of Industrial License, wherever required as per statutory regulations.
6. Details of Plant & Machinery erected and functioning in each Dept. (Monographs & description pamphlets be supplied if available).
7. Details of the process of manufacture in the factory in brief
8. Details & Stock of Raw material held.
9. Production Capacity of item(s) quoted for, with the existing Plant & Machinery
 - 9.1 Normal
 - 9.2 Maximum
10. Details of arrangement for quality control of products such as laboratory testing equipments etc.
11. Details of Staff
 - 11.1 Details of technical supervisory staff-in-charge of production & quality control
 - 11.2 Skilled labour employed
 - 11.3 Unskilled labour employed
 - 11.4 Maximum No. of workers (skilled and unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi. If so, furnish full particulars of registration, period of currency etc.
14. Are you a Small Scale Unit, registered with National Small Industries Corporation Ltd., New Delhi. If so, furnish full particulars of registration, currency period etc.

Signature and Seal of Tendere(s)

ANNEXURE-4
Refer clause 2.6 (iii)

PROFORMA FOR AUTHORITY FROM MANUFACTURER

No.....

Dated

To
DFCCIL
Ajmer, Rajasthan

Dear Sir,

Subject: DFCCIL Corporate Office Tender No.....

We..... an established and reputed manufacturer of, having factories at
.....do hereby authorize

M/s.....(Name and address of agent) to represent us, to
bid, negotiate and conclude the contract on our behalf with you and against Tender No.....

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

Yours Faithfully,

(Name)

For & on behalf of M/s.....

(Name of Manufacturer)

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

**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY
(ON NON-JUDICIAL STAMP PAPER OF RS. 100, WITH STAMP OF BANK)**

Ref

Date.....

Bank Guarantee No.....

To,

CPM Ajmer

(Designation and address of Tender issuing authority)

Dear Sir,

In accordance with your invitation to tender

No.....

M/s..... hereinafter called the tenderer with the following Directors on their Board of Directors/ Partners of the firm :

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

Wish to participate in the said tender for the supply of

As a Bank Guarantee against Bid Guarantee for a sum of
(in words & figures) valid for
days from the date of opening of the Tender viz
 is required to be submitted by the tenderers as a condition for the participation, this bank hereby
 guarantees and undertakes during the above said period of..... days to immediately pay,
 on demandin writing the amount
 of.....
 (in words & figures) to the said Dedicated Frieght Corridor Corporation of India Ltd, New
 Delhi, INDIA, and without any reservation and recourse, if :-

(i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof,
 except with the prior written consent of the purchaser; or

(ii) the tenderer withdraws the said bid within validity of offer after opening of bid; or

(iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the Conditions of Contract.

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

Date Signature

Place Printed Name

Witness :

1.....

(Designation)

.....

(Bank's Common Seal)

ANNEXURE-6
(Refer clause 5.6.4.)

From: M/s.-----

Date:-----

To:
DFCCIL,
Ajmer, Rajasthan

Sub: NEFT payments

We refer to the NEFT being set up by DFCCIL for remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

1	Name of City	
2	Bank Code No.	
3	Branch Code No.	
4	Bank's Name	
5	Branch Address	
6	Branch Telephone/ Fax No.	
7	Suppliers Account No.	
8	Type of Account	
9	IFSC Code for NEFT	
10.	IFSC Code for RTGS	
11.	Supplier's Name as per Account	
12.	MICR Code No.	
In view of Bank Certificate to be obtained as under, please attach a bank canceled cheque or photocopy of a cheque or front page of your bank pass book		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and Signature of authorized official of the bank

Annexure – 7

Refer Clause 3.4(ii)

Bid securing declaration to be signed by bidders availing exemption from submission of EMD

I/We certify that my/our offer is eligible for exemption from submission of bid security/ Earnest Money Deposit, in terms of the tender conditions.

In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of this tender, I/We understand and accept that DFCCIL has unquestionable right to summarily reject my/our bid and my/our offer shall not be considered for ordering.

Further, I/We hereby understand and accept that if I/We withdraw or modify my/ our bids during the period of validity, or if I/ We are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice inviting tender, I/We shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security Deposit for a period of 6 (six) months, from the date I/ We are debarred/ disqualified from exemption from submission of EMD/ SD, for all tenders for procurement of goods issued by any unit of DFCCIL published during this period.

Signature and Seal of the bidder

PERFORMANCE GUARANTEE BOND

Ref

Date

Bank Guarantee No.

To

CGM DFCCIL
Ajmer , Rajasthan**(Designation and address of Tender issuing authority)**

1. Against contract vide Advance Acceptance of the Tender No..... dated covering supply of... (hereinafter called the said contract") entered into between the Dedicated Freight Corridor Corporation Of India Ltd., New Delhi (hereinafter called the Purchaser) and.....(hereinafter called the "Contractor"), this is to certify that at the request of the Contractor we, Bank, Ltd., are holding in trust in favour of the Purchaser, the amount of (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused or likely to be caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to the Purchaser.

2. We Bank Ltd. Further agree that the gurantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.....(viz the date upto 12 months after the date of last shipment/ delivery of the goods ordered) hereinafter called the 'said date" and that if any claim accrues or arises against us,..... Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us..... Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we,..... Bank Ltd., undertake natto revoke this guarantee during its currency without the consent in writing of the Purchaser. We, Bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and We..... Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and or omission on the part of Purchaser or any indulgence by the Purchaser to the said Contractor or by any other matter or thing what-so-ever, which, under the law relating to sureties, would but for this provision have the effect of so releasing us from our liability under this guarantee.

4. We, Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date

Signature.....

Place.....

Printed Name

Witness :

Annexure-9
(Refer clause 5.2)

Date:-

DECLARATION

WHOM MAY EVER CONCERN

“We hereby declare that additional setoff/ 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.”

Contractor's Signature

Name :-

Seal :-

Date :-

PART-IV
STANDARD CONDITIONS OF CONTRACT

Tender No.: AII-EN-WDFC-OTTM-23

0100	Definitions and Interpretation. E-Tender means Tender Document duly uploaded on DFCCIL's AuthorizedWebsite 'ireps.gov.in'.
0101	In the Contract, unless the context otherwise requires:
0102	"Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;
0103	"Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; Where the Stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified
0104	"Contract" means and includes the invitation to tender, instructions to tenderers, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;
0105	The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract
0106	"The Sub-contractor" means the person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
0107	"Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications
0108	"Corporation" shall mean the Dedicated Freight Corridor Corporation of India Ltd having its corporate office at New Delhi, hereinafter referred to as DFCCIL, acting through its Managing Director or any of the officers of the Corporation authorized to invite tenders and enter into contracts for supply of goods/services on his behalf.
0109	"The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorized representative;
0110	"Material" means anything used in the manufacture or fabrication of the store
0111	"Particulars" include- (a) Specifications (b) Drawings (c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting (d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer; (e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardizing authority or a general standard of the industry; (f) "Proprietary mark" or "brand" means the mark or brand of a product which is owned by an industrial firm; (g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
0112	"Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser
0113	"The Purchaser" means the Corporation and includes its successors and assignees;
0114	"Signed" includes stamped, except in the case of acceptance of tender or any amendment thereof; "Digitally Signed E-Bid" means online offer form including rate page filled in and submitted online after digitally signing the same by the authorized representative of the vendor, with a valid digital signature certificate as per IT Act 2000 or amendment thereof.

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0115	"Site" means the place specified in the contract at which any work is required to be executed by the contractor under the contract or any other place approved by the Purchaser for the purpose;
0116	"Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;
0117	"Supply Order" or "Purchase Order" means an order for supply of stores and includes an order for performance of service;
0118	"Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;
0119	"Unit" and "Quantity" means the unit and quantity specified in the contract
0120	"Writing" or "Written" includes matter either in whole or in part, in manuscript, type-written, lithographed, cyclostyled, photographed, scanned or printed under or over signature or seal, as the case may be;
0121	The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to - (a) the consignee at his premises, or (b) where so provided the interim consignee at his premises, or (c) a carrier or other person named in the contract for the purpose of transmission to the consignee, or (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
0122	Words in the singular include the plural and vice versa
0123	Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;
0124	The heading of these conditions shall not affect the interpretation or construction thereof;
0125	Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
0200	. Parties- The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 0105 and 0113.
0201	Authority of person signing the Contract on behalf of the Contractor- A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize the making of a purchase of the stores at the Contractor's risk. In that event the provisions of Clause 0700, as far as applicable, shall apply to every such purchase.
0202	Address of the Contractor and notices and communications on behalf of the Purchaser:- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery or by any other valid mode at the option of such officer
0300	Quotations of rates by Contractors (a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in

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	<p>consultation with the Government.</p> <p>In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Government's Purchaser.</p> <p>(b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Government's Purchaser for the stores of the same nature, class or description the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser,</p> <p>(i) to revise the price at any stage so as to bring it in conformity with the Sub-clause (a) above or</p> <p>(ii) to terminate the contract and forfeit the Security Deposit.</p>
0400	Contract
0401	This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.
0402	Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract incorporated in a formal instrument or in exchange of letters and signed by the parties.
0500	SECURITY DEPOSIT:
0501	<p>Unless otherwise agreed between the Purchaser and the contractor, the contractor shall, within 21 days of posting of written notice of acceptance or transmission of electronic communication of notice of acceptance, as the case may be, to the contractor, deposit with the Railway concerned Security Deposit as specified in the tender.</p> <p>The SD money can be deposited in any of the following forms:</p> <p>(a) Fixed Deposit Receipt, Account payee Demand Draft, Banker's Cheque or Bank Guarantee issued by Nationalized or Scheduled Commercial Bank. The Bank Guarantee should be submitted in the prescribed form as indicated in the tender document.</p> <p>(b)</p> <p>(c) Payment of Security money in the form of Banker's cheque/demand draft shall be made in favour of DFCCIL</p> <p>(d) In case of joint venture/consortia, Bank Guarantee, Fixed Deposit Receipt, Account payee Demand Draft, Banker's Cheque for Earnest Money shall be in the name of joint venture/consortia and not in name of individual members</p>
0502	<p>If the contractor, having been called upon by the Purchase to furnish security Deposit fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser: -</p> <p>a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the purchaser or the Government or any person contracting through the Purchaser or otherwise however, or</p> <p>(a) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the contractor's risk. In that event the provisions of Clauses 0702, as far as applicable, shall apply</p>
0503	No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.
0504	The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or

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	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 deposits at its original limit by making further deposit, 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.
0600	Delivery.
0601	The Contractor shall as may be required by the Purchaser either deliver free or FOR or FOB or CIF or CF at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract. 0602 The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.
0603	Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
0604	No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the consignee.
0700	Time for and Date of Delivery; the Essence of the Contract- The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be of the essence of the contract and delivery must be completed no later than the date(s) so specified or extended.
0701	Progressing of Deliveries- The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract
0702	Failure and Terminations- Action in case of default of the firm in execution of contract (a) Where SD has been taken; and the supplier fails to supply goods as per Conditions of Contract, as amended from time to time, Purchaser shall have right to cancel the contract by forfeiting the Security Deposit. For severable contracts, In case of failure by contractor to meet deliveries for any lot, Purchaser may cancel the contract for defaulted part by forfeiting SD commensurate to that lot which would be determined with respect to total SD money in proportion to the full quantity of the defaulted lot and total order quantity. (b)Wherever SD has been exempted for any reason and the supplier fails to supply goods as per Conditions of Contract, as amended from time to time, Purchaser shall have the right to cancel the contract and to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to SD amount, as would have been applicable if the contract was with a non- exempted contractor. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly. (c) The condition mentioned in para (b) above shall apply to contracts below Rs. 25 Lakh also and in such cases, Purchaser shall have the right to cancel the contract and levy General Damages from the supplier for failing to comply with the contractual conditions. The amount of General Damages would be equivalent to Security Deposit amount corresponding to the value of the contract considering no exemption. (d)Adverse performance of defaulting firms shall be recorded and shall be intimated to the vendor approving authority. It shall also be taken into account in future tender cases on merit. (e) Liquidated damages In case of failure on the part of the supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions and delays attributable to purchaser, not by way of penalty, liquidated damages shall be levied @1/2% (half percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of Liquidated Damages in supply

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	contracts shall be 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract. In case of developmental order, Liquidated damages shall not be levied.
0703	<p>Consequence of Rejection- On the stores being rejected by the Inspecting Officer or Interim Consignee or Consignee at the destination, if the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to: -</p> <p>(a) Require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing of stores but without being entitled to any extra payment on that or any other account, or</p> <p>(b) Cancel the contract in terms of provisions as at clause 0702, treating failure of the contractor as default on their part in execution of contract.</p> <p>(c) Where under the contract the price payable is fixed F.O.R dispatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.</p>
0704	<p>Recovery from the defaulting firms</p> <p>If a contract is canceled in terms of clause 0702, then the purchaser would be free to recover the amount from any outstanding bills of the defaulting firm. In case, no bill of the defaulting firm is pending then the amount may be recovered from any outstanding bills of the sister concern of the defaulting firm. This will apply to all sorts of recovery like EMD, SD or recovery of advance payment made where supply gets rejected subsequently or any other recovery due from the firm.</p>
0800	<p>Extension of Time for Delivery-</p> <p>If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Condition 1500 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.</p>
0900	<p>Examination of Drawing. Specifications and Patterns.</p> <p>When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern shall, be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing, specification or scaled pattern, be considered.</p>
1000	<p>Mistakes in Drawing.</p> <p>The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimension figure upon a drawing or plan differs from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.</p>
1100	Samples
1101	<p>1101. Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the</p>

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	Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract at contractor's risk. In that event the provisions of Clauses 0700, as far as applicable, shall apply.
1102	Unless otherwise provided in the contract, all samples required for the test shall be supplied by the Contractor free of cost. Where a sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.
1103	Marking- Samples submitted shall be clearly labeled with the Contractor's name and address and the acceptance of tender number.
1104	If the Contractor submits a sample whether with before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.
1105	Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.
1106	The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor
1107	Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample
1108	If, under the contract supplies are governed by a sealed pattern the Contractor shall be bound to examine such pattern before preparing a sample or manufacturing the stores in bulk as the case may be.
1109	Loan of Samples- If a certified sample is lent to the Contractor, it will bear a label containing inter alia variations known to the Inspecting Officer between the said sample and the stores desired. If the Contractor finds any further variation between the certified sample and the particulars of specifications mentioned in the contract he shall at once refer the matter to the Inspecting Officer and the Contractors shall also give intimation of such discrepancy to the Purchase Officer. The Contractor shall follow the instructions of the Inspecting Officer as to what sample of particulars should guide the production of stores and the decision of the Inspecting Officer in the matter shall be final and binding on the Contractor.
1110	The Contractor shall not detach the said label from the certified sample and if for any reasons the said label gets detached the Contractor shall at once return the certified sample to the Inspecting Officer for attaching a fresh label.
1200	Risk of Loss or Damage to Government or Purchaser's Property.
1201	All the property of the Government or Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
1202	All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contract. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
1203	The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen, or agents.
1204	Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be affected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

1300	<p>Inspection by Inspecting Officer.</p> <p>1301. (a) When inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.</p> <p>(b) In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and /or stage inspection during the manufacturing process of the component/stores, etc. is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/stores, etc. as deemed essential.</p>
1302	<p>Marking of Stores- The Contractor shall, if so required, at his own expense, mark all the approved stores with a Corporation's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at his own expense in suitable packages or cases, each of which shall be sealed and marked with such mark.</p> <p>The Inspecting Officer shall also have power to mark the rejected stores with a rejection mark so that they may be easily identified, if re submitted for inspection.</p>
1303	<p>Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub- Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right</p>
1304	<p>1304, Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test examination shall be final.</p>
1305	<p>Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.</p>
1306	<p>Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.</p>
1307	<p>Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.</p>
1308	<p>Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.</p>
1309	<p>Powers of Inspecting Officer- The Inspecting Officer shall have the power:-</p> <p>(i) before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture. (ii) to reject any stores submitted as not being in accordance with the particulars.</p> <p>(iii) to reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit, he is satisfied that the same is unsatisfactory.</p> <p>(iv) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.</p>

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1400	Charges for Work Necessary for Completion of the Contract- The Contractor shall pay all charges for handling, stamping, painting, marking, and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.
1500	Responsibility of the Contractor for Executing the Contract.
1501	Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against the carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee as the case maybe.
1502	Consignee's Right of Rejection - Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise howsoever. Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.
1503	Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
1504	The provisions contained in Clause 2200 relating to the removal of stores rejected by the Inspecting Officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided. Note- In respect of stores inspected during manufacture or before delivery or dispatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.
1505	Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage there of any whatsoever. In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract at contractor's risk. In that event the provisions of Clauses 0700, as far as applicable, shall apply. 1506. Changes in a Firm:- (a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. (b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim, whatsoever to compensation against the Purchaser. (c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a

	<p>partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.</p> <p>(d) Consequence of breach Should a partner in the Contractor firm commit a breach of Sub-clause 1505 above or the Contractor should commit a breach of the conditions 1506(a) of this Sub-clause, it shall be lawful for the Purchaser to cancel the contract at contractor's risk. In that event the provisions of Clauses 0600 and 0700, as far as applicable, shall apply.</p> <p>(e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor</p>
1506	<p><u>Change in Firm:-</u></p> <p>(a)Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.</p> <p>(b)On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.</p> <p>(c)If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.</p> <p>(d)Consequence of breach Should a partner in the Contractor firm commit a breach of Sub-clause 1505 above or the Contractor should commit a breach of the conditions 1506(a) of this Sub-use, it shall be lawful for the Purchaser to cancel the contract at contractor's risk. In that event the provisions of Clauses 0600 and 0700, as far as applicable; shall apply.</p> <p>(e)The decision of the Purchaser as to any meter or thing concerning or arising out of this sub-clause or on any question whether the Contractor of any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the Contractor.</p>
1507	<p><u>Assistance to the Contractor:-</u></p> <p>(a) The Contractor shall be solely responsible to procure any material or obtain any import or other license or permit required for the fulfillment of the contract and the grant by the Purchaser or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, or shall not be construed as a representation on the part of the Purchaser that the material covered by such license or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the Purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the Contractor obtains any materials at less than their market price or the cost of production of the stores is lowered the price of the stores payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Purchaser whose decision shall be final and binding on the Contractor.</p> <p>(b) Every effort made by the Purchaser to supply, or give assistance in the procurement of materials, whether from the Government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government or by any officer empowered in that behalf by law or under other arrangements made by the Purchaser shall be deemed to be subject to the condition that it will be performed with due regard to the other demands and only it is found practicable to do so within the stipulated time and the decision of the Purchaser whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the Contractor.</p>
1600	<p><u>Use of Raw Materials secured with Government Assistance</u></p>

1601	<p>(a) Where any raw material is procured for the execution of a contract with the assistance of the Government rendered in the form of permit, or license or quota certificate/essentiality certificate or release order issued by or on behalf of or under the authority of the Government or by an officer empowered in that behalf, or</p> <p>(b) where the raw material is issued to the Contractor from Government or Purchaser's stock, or</p> <p>(c) where advance payments are made to the Contractor to enable him to purchase the raw material, or</p> <p>(d) where raw material is arranged by the Government or Purchaser, the</p> <p>Contractor:-</p> <p>(i) shall hold such material as trustee for the Government or Purchaser, as the case may be,</p> <p>(ii) shall use such material economically and solely for the purpose of the contract.</p> <p>(iii) shall not dispose of the same without the previous permission in writing of the Purchaser, and</p> <p>(iv) shall render due account of such material and return to the Government or Purchaser, as the case may be, at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.</p> <p>On returning such material, the Contractor shall be entitled to such price therefore as the Purchaser may fix, having regard to the condition of such material.</p>
1602	Where the contract is terminated due to any default on the part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.
1603	If the Contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the Corporation for all moneys, advantages or profits accruing from or which, in the usual course, would have accrued to him by reason of such breach.
1604	Where the stores manufactured or fabricated by the Contractor out of the material arranged or procured by or on behalf of the Corporation are rejected, the Contractor shall, without prejudice to any other right or remedy of the Corporation, pay to the Corporation, on demand, the cost price or market value of all such materials whichever is greater
1700	Indemnity
1701	The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trademark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.
1702	The Contractor shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of patent or trademark for fulfillment of the contract.
1800	Packing.
1801	The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.
1802	Unless otherwise provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
1803	If the contract provides that the containers shall be returnable, they must be marked "Returnable" and they will be returned to the Contractor as per terms of the contract.
1804	If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.
1805	Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee. the gross weight of the package

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	and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
1806	The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.
1807	Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.
1900	<p>Notification of Delivery</p> <p>Notification of delivery or dispatch in regard to each and every installment shall be made to the consignee and to the indenter immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of dispatch of the stores. All packages, containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill of Lading, if any, shall be forwarded to the consignee by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.</p>
2000	<p>Progress Reports.</p> <p>2001 The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.</p> <p>2002 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report</p>
2100	Removal of Rejected Stores.
2101	<p>Removal of Rejected Stores: On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of Intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.</p> <p>2102 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspection Officer/consignee may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer or consignee may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection) The Purchaser shall, in addition, be entitled to recover from the Contractor ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above. The charges for ground rent or demurrage shall be at the rate of Rs 10 per day for consignment occupying less than 2 cu ft or 50.802 kg and Rs 100 per day for consignment either bulkier or heavier than above.</p>
2200	<p>System of Payment</p> <p>(a) Normally the standard payment terms would be: 100% payment against receipt and acceptance of material by the consignee (E4 and above grade) after inspection and acceptance at destination.</p>

	<p>(b) However, the payment terms of "95% payment against inspection certificate and receipted challan duly signed by consignee/controlling officer of consignee (Not below E4 level) and balance 5% after receipt and acceptance of the goods may also be given in case of third party inspection.</p> <p>(a) In case of Global tender, payment would be made on proof of inspection and shipment within 30 days of receipt of shipment documents through irrevocable Letter of Credit along with the documents as under: i) Signed commercial invoice in quadruplicate (four copies) along with Contractor's detailed invoice showing quantity, description/part no. of the material as per contract, rates and total price of the materials delivered FOB. ii) Manufacturer's work test certificate issued by manufacturers. iii) Nonnegotiable Ocean Bill of Lading drawn in favour of port consignee iv) Four copies of the packing list indicating contents of the materials (Description/Part No. as indicated in the purchase order and qty. being dispatched), Box wise marking, net weight, gross weight and over all dimension. v) A certificate showing the country of origin of materials supplied. vi) Certificate along with a copy of Fax stating that the original shipping documents have been forwarded to the Port consignee in India by Courier Services. Also copies of shipping documents, viz., bill of lading, country of origin, invoice, packing list and WTC have been sent to other agencies as per terms and conditions of the contract. Documentary proof in the form of scanned/photocopy of postal/email/courier receipt should accompany the certificate. vii) Certificate that the consignee, Insurance Company and purchaser have been advised of the closing particulars of shipment by e-mail/fax. viii) Certificate that the firm shall comply with the warranty obligation under the contract pursuant to the warranty. xi) Inspection certificate to be issued by the inspecting Officer, ix) Certificate that supplies against previous Purchase orders (POS), if any, has/have been completed and there is/are no balance as on date while submitting the claim against subject PO</p>
2300	2300 Withholding and lien in respect of sums claimed.
2301	<p>2301 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security. deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time-thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser pending finalization or adjudication of any such claim.</p> <p>It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2703 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as' such to the Contractor</p>
2302	For the purpose of Clause 2401, where the Contract or is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company, as the case may be, whether in his individual capacity or otherwise.
2303	<p>Lien in respect of Claims in other Contracts</p> <p>(a) Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser against any claim of the Purchaser in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser.</p> <p>b) It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the will be kept withheld or retained as such by the Purchaser till his claim arising out of the same contract or any other</p>

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	contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.
2400	<p>Corrupt Practices.</p> <p>2401. The Contractor shall not offer or 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 reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or for showing any favour or for bearing to show disfavor to any person in relation to the contract or any other contract with the Purchaser 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 and 0700.</p> <p>2402. Any dispute or difference in respect of either the interpretation effect or application or the above condition or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision there on shall be final and binding on the Contractor.</p>
2500	Insolvency and Breach of Contract.
2501	<p>The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say</p> <p>(a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or</p> <p>(b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or</p> <p>(c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and Contractor shall, under no circumstances, be entitled to any given on re-purchase.</p>
2600	<p>Laws governing the Contract.</p> <p>2601. The contract and the relationship between the contractual parties shall be governed, construed and interpreted in accordance with applicable laws of India. Applicable laws shall mean all laws, bye-laws, statutes, rules, regulations, orders, ordinances, codes, guidelines, notices, directions, judgments, decrees or other requirements or official directives and/or of any statutory authority in the Republic of India.</p> <p>2602 Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.</p>
2603	<p>Jurisdiction of courts- The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.</p>

2604	Marking of stores- The marking of the stores comply with the requirements of the laws relating to merchandise marks for the time being in force in India.
2605	<p>Compliance with provisions of Contract Labour (Regulation and abolition) Act:1970</p> <p>(1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to- time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.</p> <p>(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.</p> <p>(3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the had been immediately employed by him.</p> <p>(4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.</p> <p>(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the, Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (1) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.</p>
2700	<p>Headings.</p> <p>The headings of conditions here shall not affect the construction thereof.</p>
2800	<p>Conciliation of disputes and Arbitration</p> <p>2801. Conciliation of disputes: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by any of the parties to the concerned "Executive Director" or "Group General Manager" or "Chief General Manager" or "General Manager/ Co-ord through "Notice of Dispute. The "Executive Director" or "Group General Manager" or "Chief General Manager" or "General Manager/ Co-ord" shall, within 30 days after receipt of "Notice of Dispute", notify the name of sole conciliator to the parties.</p> <p>The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner within the terms of contract.</p> <p>If the parties reach agreement on settlement of the dispute, they shall draw up a written settlement agreement duly signed by parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties.</p> <p>The parties shall not initiate, during the conciliation proceedings, any arbitrator judicial proceedings in respect of</p>

	<p>dispute that is the subject matter of the conciliation proceedings.</p> <p>The conciliation proceedings shall be terminated:</p> <ul style="list-style-type: none"> (i) By the signing of the settlement agreement by the parties, on the date of agreement; or (ii) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of declaration; or (iii) By a written declaration of the parties addressed to the conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or (iv) By a written declaration of a party to the other party and the conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of the declaration.
2802	<p>Arbitration:</p>
	<p>(A) Matters Finally Determined by the DFCCIL: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the currency of the contract or after its completion and whether before or after the determination of the contract, shall be referred by the contractor to the Managing Director, DFCCIL and the Managing Director shall, within 120 days after receipt of the representation, make and notify decisions on all matters referred to by the Contractor in writing. Provided that matters for which provision has been made in any Clause of the Special or General Conditions of the Contract shall be deemed as 'excepted matters' (matters not arbitrable) and decisions of the DFCCIL authority, thereon shall be final and binding on the Contractor; provided further that 'excepted matters' shall stand specifically excluded from the purview of the Arbitration Clause. Provided further that where DFCCIL has raised the dispute, this 2902 (A) shall not apply.</p> <p>(B) Demand for Arbitration:</p> <p>(1) In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or if DFCCIL fails to make a decision within 120 days (as referred in clause 2902 A), then and in any such case, but except in any of the "excepted matters" referred to in Clause 2902 (A) of these Conditions, parties to the contract, after 120 days but within 180 days of their presenting their final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration. Provided that where the claim is raised by DFCCIL, clause 2902 (B)(1) shall not apply.</p> <p>(ii)(a) The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, shall be referred to arbitration and other matters shall not be included in the reference.</p> <p>) The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation Act 1996 (as amended), if they agree for such waiver in writing, after dispute having arisen between them.</p> <p>(iii)(a) The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by DFCCIL.</p> <p>(b) The claimant shall submit his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.</p> <p>) Respondent shall submit its defense statement and counter claim(s). if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Arbitral Tribunal.</p> <p>) Place of Arbitration: The place of arbitration would be within the geographical limits of the Chief General</p>

	<p>Manager's office or General Manager/Co-Ord' office where the cause of action arose or the Corporate office or any other place with the written consent of both the parties.</p> <p>(iv) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by the Tribunal having due regard to the delay in making it.</p> <p>(C) Obligation During Pendency of Arbitration: Supplies under the contract shall, unless otherwise directed by the Purchase Officer, continue during the arbitration proceedings, and no payment due or payable by the DFCCIL shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not supplies should continue during arbitration proceedings.</p> <p>(D) Appointment of Arbitrator.</p> <p>(a) Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:</p> <p>(i) In cases where the total value of all claims in question added together does not exceed Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be out of the approved panel of arbitrators in DFCCIL" which may include serving/retired Officer(s) of DFCCIL or Indian Railway and shall be nominated by the Managing Director, DFCCIL. The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by Managing Director, DFCCIL.</p> <p>(ii) In cases where the total value of all claims in question added together exceeds Rs. 1,00,00,000/- (Rupees One Crore only), the Arbitral Tribunal shall consist of a panel of three arbitrators. For this purpose, the DFCCIL will send a panel of at least four (4) names out of the approved panel of arbitrators in DFCCIL which may also include the name(s) of serving/retired Officer(s) of DFCCIL or Indian Railway, to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director, DFCCIL.</p> <p>Contractor will be asked to suggest to the Managing Director, DFCCIL at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The Managing Director, DFCCIL shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. Managing Director/DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the name of Contractor's nominees.</p> <p>(iii) The serving officers working in arbitral tribunal in the ongoing arbitration cases as per clause 2902(D)(a)(i) and clause 2902(D)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.</p> <p>(b) Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:</p> <p>(1) In cases where the total value of all claims in question added together does not exceed Rs. 50,00,000/- (Rupees Fifty Lakh only): the Arbitral Tribunal shall consist of an arbitrator to be appointed by the Managing Director, DFCCIL out of the approved panel of arbitrators in DFCCIL. For this purpose, the DFCCIL will send a panel of at least four (4) names out of the approved panel of arbitrators in DFCCIL to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director, DFCCIL. The serving DFCCIL/Railway employees empanelled as arbitrator in DFCCIL will not be included in the panel of four (4) names to be sent to the contractor. If there is a retired employee among them, their retirement dates will be indicated while sending their names to the contractor.</p> <p>Contractor will be asked to suggest to the Managing Director, DFCCIL at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by DFCCIL. The Managing Director, DFCCIL shall appoint at least one out of them as the arbitrator.</p> <p>(ii) In cases where the total value of all claims in question added together exceeds Rs. 50,00,000/- (Rupees Fifty</p>
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Lakh only): the Arbitral Tribunal shall consist of three (3) arbitrators out of the approved panel of arbitrators in DFCCIL. For this purpose, DFCCIL will send a panel of at least four (4) names out of the approved panel of arbitrators in DFCCIL to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the Managing Director, DFCCIL. The serving DFCCIL/Railway employee empanelled as arbitrator in DFCCIL will not be included in the panel to be sent to the contractor.

Contractor will be asked to suggest to the Managing Director, DFCCIL at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by DFCCIL. The Managing Director, DFCCIL shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. None of the arbitrator so appointed shall be a serving DFCCIL/Railway employee. The Managing Director, DFCCIL shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees.

(i) If the contractor does not suggest his nominees for the arbitral tribunal within the prescribed time frame, the Managing Director shall proceed for appointment of arbitral tribunal within 30 days of the expiry of such time provided to contractor

(ii) If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/officers or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the Managing Director fails to act without undue delay, the Managing Director shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

(iii) (1) Fast Track Procedure Parties to the arbitration agreement, may, at any stage either before or at the time of appointment of the arbitral tribunal, agree in writing to have their dispute resolved by fast track procedure specified in Section 29B of the Arbitration & Conciliation Act, 1996, as amended.

(2) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties.

(iv): Qualification of Arbitrator(s):

(1) DFCCIL's empanelled Arbitrator which may include name of serving officers.

(2) An arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed in the past.

(3) While appointing arbitrator(s) under Sub-Clause 2902(D)(a)(1), 2902(D)(a)(i) 2902(D)(b)(i) & 2902(D)(b)(ii) above, due care shall be taken that he/they is/are not the one/those who had an opportunity to deal with the matters to which the contract relates or who in the course of his/their duties as DFCCIL Employee/Railway servant(s) expressed views on all or any of the matters under dispute or differences. A certification to this effect as per Annexure-1 shall be taken from Arbitrators. The proceedings of the Arbitral tribunal on the award made by such Tribunal will, however, not be invalid merely for the reason that one or more arbitrator had, in the course of his service, opportunity to deal with the matters to which the contract relates or who in the course of his/their duties expressed views on all or any of the matters under dispute.

(d)(i) The arbitral award shall state item wise, the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough so that the award could be inferred there from.

(II) A party may apply for corrections of any computational errors, any typographical or clerical errors or any other error of similar nature occurring in the award of a Tribunal and interpretation of a specific point of award to the Tribunal within 60 days of receipt of the award.

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	<p>(i) A party may apply to the Tribunal within 60 days of receipt of award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award</p> <p>(E) In case of the Tribunal, comprising three members, any ruling on award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.</p> <p>(F) Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.</p> <p>(G) The cost of arbitration shall be borne by the respective parties. The cost shall inter-alia include the fee of the arbitrator(s), as per the rates fixed by DFCCIL from time to time and the fee shall be borne equally by both the parties. Further, the fee payable to the arbitrator(s) would be governed by the instructions issued on the subject by DFCCIL from time to time irrespective of the fact whether the arbitrator(s) is/are appointed by the DFCCIL or by the court of law unless specifically directed by Hon'ble Court otherwise on the matter.</p> <p>(H) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to make a reference to Micro and Small Enterprises Facilitation Council, if the dispute is in regard to any amount due under Section 17 of the MSMED Act, 2006. In case a Micro or Small Enterprise, being a party to dispute, makes a reference under the provisions in MSMED Act 2006, the provisions of the MSMED Act 2006, shall prevail over conciliation and arbitration agreement as contained in the contract.</p> <p>(1) Subject to the provisions of the aforesaid Arbitration and Conciliation Act 1996 and the rules there under the relevant para of Conditions of Contract and any statutory modifications thereof shall apply to the appointment of arbitrators and arbitration proceedings under this Clause.</p>
2900	<p>Fall Clause</p> <p>The fall clause may be kept in tender for long term contract such as Rate/Ruining Contract or wherever considered necessary by tender approving authority. Wherever specifically mentioned in the tender, Fall Clause as under will be applicable.</p> <p>(a) 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.</p> <p>(b) If at any time during the said period the contractor reduced 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.</p> <p>(c) The contractor shall furnish the following certificate to the concerned accounts officer along with each bill for payment of supplies made against the contract.</p> <p>"I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the DFCCIL under the contract herein no such stores have 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 DFCCIL under the contract".</p>
3000	<p>INSPECTION & REJECTION:-</p> <p>Where under a contract the price payable is fixed on F.O.R. station of dispatch basis, the Contractor shall, if</p>

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	<p>the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.</p> <p>3001. Notification of Result of inspection.- Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.</p> <p>3002. Inspection Notes.--On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.</p>
3100	<p>Warranty/ Guarantee-</p> <p>3101. 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.</p> <p>3162 The Contractor also guarantees that the said goods/stores/articles would continue to conform to the description and quality as 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 thereof made by the Purchaser. Depending upon the nature of item, tender approving authority may approve warranty/guarantee other than 24/30 months, however such warranty/guarantee clause should be specified in condition at the time of issuing tender itself.</p> <p>3103 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 him or his agents 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 off by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the DFCCIL's Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' add and Clause 3100-02 above shall apply.</p> <p>3104. 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 this contract or otherwise.</p>
3200	<p>Book Examination Clause-DFCCIL reserves the right for Book</p>
	<p>DFCCIL reserves the right for Book Examination as follows:-</p> <p>(i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any DFCCIL Officer duly authorized in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information in any way relating to such transaction and procedure before the duly authorized DFCCIL Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such DFCCIL Officer on the question of relevance of any document, Information of return being final and binding on the parties).</p>

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	<p>The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders which shall be binding on the Contractor.</p> <p>(ii) The Contractor shall, if the authorized DFCCIL Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the DFCCIL 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 authorized DFCCIL 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).</p> <p>(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.</p> <p>(iv) Where a contract provides for 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 the notice is received by the Contractor, or its agencies calling 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 judgment of the Purchaser which would be final and binding on the Contractor and his agencies.</p>
3300	Inspection at the Fag End of the Delivery Period-
	<p>In cases where only a portion of the stores ordered is tendered for inspection at the Fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period, the Purchaser reserves the right to cancel the balance quantity not tendered for inspection within the delivery period fixed in the contract at contractor's risk. In that event the provisions of Clauses 0600 and 0700, as far as applicable, shall apply. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the contractor's risk. In that event the provisions of Clauses 0600 and 0700, as far as applicable, shall apply. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions: -</p> <p>(a) The Purchaser has the right to recover from the contractor under the provision of clause 0702 (a) of DFCCIL's Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.</p> <p>(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.</p> <p>(e) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.</p> <p>(d) But nevertheless, the Purchaser shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty. Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.</p>
3301	<p>The Contractor shall not dispatch the Stores till such time as an extension in terms of para 3300 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the Consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in the paragraph</p>

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	3300 above.
3302	In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 3300 above.
3400	FORCE MAJEURE:
	<p>Force Majeure means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts and freight embargoes, however, it should not be used by a party to effectively escape liability for bad performance.</p> <p>If there is delay in performance or other failures by the contractor to perform its obligation under its contract due to the event of a Force Majeure, the contractor shall not be held responsible for such delays/failures.</p> <p>If a Force Majeure situation arises, the contractor shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternate means for performance not prevented by the Force Majeure event.</p> <p>If the performance in whole or part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.</p> <p>There may be a Force Majeure situation affecting the purchase organization only. In such a situation, the purchase organization is to take up with the contractor on similar lines as above for further necessary action.</p>
3500	CARTEL FORMATION:
	<p>(1) Wherever all or most of approved firms quote equal rates and cartel formation is suspected, DFCCIL would reserve the right to place order on one or more firms with exclusion of the rest without assigning any reason thereof.</p> <p>(ii) Bidders are expected to quote for quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and are liable to be rejected in case cartel formation is suspected. DFCCIL, however, reserves the right to order on one or more bidders for any quantity.</p> <p>(iii) The bidders who quote in cartel are likely to be deleted from the list of approved sources.</p> <p>(iv) Whenever tender is floated with purchase restriction from the sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/sources are adjudged unreasonably high, despite fair efforts as permissible, the purchaser reserves the right to place orders on firms outside the approved vendors list, without any restrictions.</p>
3800	Samples, Drawings & Specification
3601	<p>Samples</p> <p>The offers should strictly conform to the specified description and drawing/ specification in schedule of requirements and no samples need be submitted unless so mentioned in tender form. When samples are required, the same must strictly conform to description, drawing/ specification as mentioned in the tender documents. Samples submitted will be considered as supplemental and not in supersession to any specification mentioned and such samples will only be considered in relation to those points which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary from the tender description/specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply</p>

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	<p>embodying such variation.</p> <p>When samples are called for, they should be marked, sealed and labeled so as to correspond with the item of the tender. They should be sent "Freight Paid" to the same address as per the tender, and arrangements should be made to see that they arrive by the opening time and date of the tender; otherwise the offer is liable to be rejected.</p> <p>Samples submitted by the tenderer which are of the value of Rs.500/- or less will not be returned to them. For samples valuing above Rs.500/- the tenderer must state on the tender form if he requires the return of unaccepted samples failing which they will be retained by the purchaser. Unaccepted samples will be</p> <p>Returned to firms on application whom a arrange collection of the same from the Office of tender issuing authority.</p> <p>Firms on whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per tenders or orders placed with them.</p> <p>Wherever the tenders have been invited as per approved sample, such approved sample can be seen in the sample room in the Office of the tender Issuing authority or otherwise as mentioned, during office hours, on any working day before the closing date and time of the tender.</p>
3602	<p>Drawings & Specifications</p> <p>a) Where the tenders have been invited as per IRS/RDSO drawings or specifications, the tenderer shall obtain such drawings or specifications from RDSO (Research Designs and Standards Organization, Manak Nagar, Lucknow-226011) on payment of the cost of drawings/specifications, well in advance of the closing date. Similarly, where the tender has been invited as per drawings or specifications issued by ICF (Integral Coach Factory, Perambur, Chennai, Tamil nadu)/RCF (Rail Coach Factory, Kapurthala, Punjab)/CLW (Chittaranjan Loco Works, Chittaranjan, West Bengal)/DLW (Diesel Locomotive Works, Varanasi, Uttar Pradesh)/CORE (Central Organization for Railway Electrification, Allahabad, Uttar Pradesh), the tenderer shall obtain such drawings/specifications from the respective issuing authorities, on payment of cost of the drawing/ specification. Where the tender has been invited as per BIS specifications or any other standards, it shall be the responsibility of the tenderer to arrange such documents from the respective issuing authority. DFCCIL shall provide no assistance to the vendors in this regard, and shall not be responsible for non-participation of vendor on account of delay in arranging such drawings/specifications.</p> <p>(b) Where the tenders have been invited as per DFCCIL drawings or specifications, scanned copies of such drawings/specifications shall normally be attached with the electronic tender. However, where it is not possible to do so, the drawings/specifications can be seen/obtained from the Office of the tender issuing authority on any working day before the closing date and time of the tender.</p>
3700	<p>Standby Coverage:</p> <p>In addition to regular coverage and placement of Purchase orders for confirmed quantities in the tenders, Purchaser reserves the right to conclude additional parallel Rate/ Price contract at same/ differential prices also without confirmation of any quantity. In case of failure of a firm to execute the purchase order partly or fully, the Purchaser reserves the right to cancel such Purchase Order in terms of provisions of clause 0702, treating failure of the contractor as default on their part in execution of contract.</p>
3701	<p>Unloading of Stores The unloading and stacking (wherever required) of the material at Consignee's place will be arranged by the vendor/supplies/contractor at his own cost.</p>

Certification by persons under consideration to be nominated as Arbitrator.

Name:

Contact Details:

I hereby certify that have retired from DFCCIL/Railways (as the case may be)

w.e.f.----- in ----- grade.

Or

I hereby certify that am serving DFCCIL/Railways Officer and am presently posted as in grade. I have no any past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind.

Or

I have past or present relationship in relation to the subject matter in dispute, whether financial, business, professional or other kind. The list of such interests is as under:

I have no any past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996.

Or

I have past or present relationship with or interest in any of the parties whether financial, business, professional or other kind, which is likely to give rise to justifiable doubts as to my independence or impartiality in terms of the Arbitration and Conciliation Act 1996. The details of such relationship or interest are as under.

There are no concurrent circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months.

Or

There are circumstances which are likely to affect my ability to devote sufficient time to the arbitration and in particular to finish the entire arbitration within twelve months. The list of such circumstances is as under:

(Signature)

SCHEDULE OF ITEMS

SCHEDULE OF ITEMS

Name of Work:- Supply of Off Track Tamper (OTT) for Track maintenance between Bhinwalia-Iqalgarh Station under jurisdiction GM/Co-ord/Ajmer.

S. N	Item Description	Unit	Qty	Unit Price in Rs. (Including 18 % GST)	Total Amount in (Rs.)
1	Off Track Tamper (One Set Shall Consist of Two Tamping Machine equipments with trolley/tool/blades) Enginer mounted version RDSO Specification no. TM/SM.OTT/321 dt. 28.01.2009	Per Set	11	6,49,000	71,39,000
	Total				71,39,000
	Total cost including all taxes				71,39,000

Note- The rate shall be inclusive of all other taxes and levies as applicable & also covering the Scope ofwork.

**Special Conditions
of
Contract (Technical)**

Name of the Work:- Supply of OFF Track Tamper (11Set) from bhinwaliya -Iqbalgarh Section under CGM Ajmer Unit.

Sr. No.	Item Description	Unit	Qty
1	Off Track Tamper (One Set Shall Consist of two tamping equipments with tools/blades) Engine mounted version RDSO Specification no. TM/SM.OTT/321 dt. 28.01.2009 with trolley for housing and transportation of OTT	Set	11

Actual Delivery Location:-

All the materials to be supplied by the Successful Firm are to be supplied as per below address. The loading, unloading and Transportation of these materials to the site of work will have to be done by the Successful Firm till the Acceptance of Material by DFCCIL.

Items/ equipment's as per subject shall be supplied within 30 days from the receipt of LOA/PO.

Sr. No.	Consignee Name	Address	Contact No.	Off Track Tamper Qty (Set)
1	Sh Vasudev Parashar (JPM/EN/JALN)	New Jawali DFC Station District Pali Rajasthan-306119	8003094063	04
2	Sh Raju Biruli (DPM/EN/KVJN)	New Keshavganj DFC Station District Sirohi Rajasthan- 307022	80038899327	03
3	Sh Prabhir Mondal (DPM/EN/ABR)	New Shri Amirgarh DFC Station District Banaskatha Gujrat-385130	9001045632	04

Specifications of Off Track Tamper as RDSO specification (Engine Mounted version):-

- 1) One Set shall consist of 2 hand held tampers with internal power source with tools/blades along with each hand held tamper. These tamping shall be able to tamp the concrete sleeper track including locations like point and crossing, bridge approaches, level crossings approaches and switch expansion joints etc.
- 2) The Tamping tool of the tamping equipment shall be made of alloy steel/High carbon steel or equivalent to attain following minimum parameters:-
 - (i) Tensile strength - 1100 N/mm²
 - (ii) Hardness - 280 HB
- 3) The equipment shall be light in weight, portable and shall work without traffic block with normal track protection. The equipment shall be easily transportable to the sites of work.
- 4) The tool/blade of the tamping equipment shall be so designed that it can penetrate under all type of sleeper. The unit shall have sufficient power to push the ballast underneath the sleeper during packing without

crushing. The tamping tools/blades shall be replaceable when they become thin/rounded due to wear and tear. The Technical features of the tamping equipments shall be as per below table.

S N	Description Features	Required Dimension
1	Dry Weight (Without tool)	upto 26 Kg
2	Power Source	In-built engine
3	Rated capacity of engine	sufficient to drive the tamper at full load
4	Engine Type	Air cooled petrol/other fuel driven, self/recoil start
5	Fuel tank capacity	Min 1 lit.
6	Min continuous running time	30 Min
7	Fuel consumption	Max 1.5 lit./hour
8	Percussion rate	1500+-10% blows/minute
9	Vibration control	The tamper shall be fitted with suitable vibration dampening system so that it doesn't cause undesirable fatigue to the operator so that optimum use of the machine could be done for full duty hours
10	Working Relative humidity	Up to 99%
11	Noise level of power source	110db (max.)
12	spade of the tamping tool	The tamper shall be fitted with suitable vibration dampening system so that it doesn't cause undesirable fatigue to the operator so that optimum use of the machine could be done for full duty hours.

5) The handle of the tamper shall be so designed that vibrations produced by the system during tamping shall not cause undue fatigue to the operator. The handle of tamper shall be preferably adjustable for the height of operator.

6) Fixing of tamping tool in the tamper shall be easy like push and rotate type/other suitable method.

7) For ear-protection against the sound emitted during operation of machine, suitable ear protector shall be supplied along with safety apron with DFC Logo and leather gloves (two sets with DFC Logo) by the manufacture with each set. **nothing extra shall be paid to the contractor.**

8) The length of the tamping equipment including tool shall be sufficient so that operator needs not be bend his body forward during packing of the sleepers .The tamping tool shall be of "Swan neck" type to facilitate the

penetration of ballast under the sleeper with a very little deflection of the tamper.

Test at the time of Supply of Off Track Tamper :-

Followings are the tests schedule for acceptance.

I. Visual & Dimensional Check

The tamper shall be visually checked for its components, orientation of handle, power off/on switch, Tool insertion sleeve etc.

II. Operational Test

The engine shall be started and run 10 min. and stopped thereafter. No unusual sound / behavior of the engine during the operation shall be allowed. This process shall be repeated five times with an interval of the 10 min. in between two successive cycles of operation.

III. Noise level Test

The engine shall be started and run full throttle. The level of noise shall be measured at a distance of 5m from the engine and shall not exceed 110db. Measurements apparatus to be brought by successful bidder.

IV. Field Test

Prototype shall be tested in field as per actual site conditions. For field test, a stretch of at least 40m of concrete sleeper track fitted with 52KG/60KG rail with minimum clear ballast cushion of 100 mm shall be selected. The track portion under trial shall have dips/slacks and low joints, uneven surface. Testing patch near any signal shall be avoided. During field test followings shall be checked for;

- i. Whether the ballast is penetrated in the voids/under the sleepers with ease.
- ii. Whether sleeper corners and ballast is damaged due to vibration of tamping tool.
- iii. The Operator is experiencing excessive fatigue and how long the operator is able to operate the tamping equipment continuously.

V. Test for Chemical composition and mechanical properties of Tamping tool/blade:- Certificate from Govt./ NABL/ Govt approved laboratory shall be produced by successful Bidder for chemical composition and mechanical properties of tamping tool/blade as per specification of off track tamper.

VI. Test for handling & Transportation:- The Tamper shall be moved on cess/uneven ground and on rail. The movement shall be trouble free and smooth

Warranty & AMC :-

- (i) Any part of the tamper failing or proving unsatisfactory in service due to defective design, material or workmanship within 12 months from the date of commissioning shall be replaced by supplier/ manufacturer at his own expenses. If any design modifications is made in any part of the equipment offered, the period of 12 months would commence from the date of such modifications.
- (ii) Warranty certificate shall be issued by supplier as per specification. Any defect during the period of warranty shall be rectified by the firm at his own cost. TDS as applicable rate shall be deducted from the bill. Any other taxes duties (if any) as statutory law of state & extant govt. shall be deducted.

The service engineer shall visit the site for maintenance of Off Track Tamper Machine at least once in a

quarter during warranty periods. Nothing extra shall be paid to the succesful bidder.

Documentation:-

- (i) Instruction Manual: Detailed operating and maintenance manual in duplicate for the tamper shall be supplied by the manufacturer with each set of the machine. The operating manual shall contain the trouble-shooting, maintenance instructions to be followed in the field and the normal life of the tamper. The maintenance schedules shall be clearly indicated in the maintenance manual.
- (ii) Copies of the maker's certificate guaranteeing the performance of the tamper should be supplied in duplicate along with the delivery of each tamper.

Training & Commissioning:-

- 1) Adequate training for operation and maintenance of the tamper shall be imparted at the rate of eight operators per set which shall be treated as part of commissioning.
- 2) The service engineer shall guide the operating and maintenance staff during commissioning and warranty period of tamper for proper handling and operation.

Marking & Packing:-

- 1) Each tamper shall be legibly and indelibly marked with the following details:
 - i) Name, contact no. and trade mark/brand of the manufacturer.
 - ii) Capacity
 - iii) Month & Year of Supply
- 2) The tamper along with tamping tools/blades shall be packed in a suitable case/ plastic moulded durable suitcase of convenient size.

END OF DOCUMENT

