



**Dedicated Freight Corridor Corporation of India Ltd.
DFCCIL JAIPUR**

Name of Work - Manufacture, supply, transportation and delivery of Ordinary PSC Sleepers (T-7008) and Turnout Sleeper for 1 : 12 as per Indian railway standard specification (with latest A & C slips) in the jurisdiction of CGM/DFCCIL/Jaipur.

Tender No. JP-EN-Sleepers-2023-07

Single Packet OPEN E-TENDER

April -2023

**TENDER DOCUMENT OF DFCCIL-JAIPUR FOR E-
PROCUREMENT OF PSC Sleeper**

ENGINEERING DEPARTMENT

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E-procurement Notice

1	Bid Submission End Date	:	16.05.2023	15:00 Hrs
2	Bid Opening Date	:	16.05.2023	15:30 Hrs

1.0 Chief General Manager/Jaipur, DFCCIL (A Govt. of India Undertaking) CGM-DFCCIL office, C-16, Khushi Vihar, Patrakar Colony. Mansarovar, Jaipur (Rajasthan) -302020, e-mail: anuragsharma@dfcc.co.in, Mobile No. 9001091305 for and on behalf of DFCCIL invites online bids in Single packet system on prescribed forms from bonafide firms/companies having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities in the bid document.

S N.	Name of Work	Estimated Cost in Rs. Including all taxes	Earnest Money	Completion Period
1	Manufacture, supply, transportation and delivery of Ordinary PSC Sleepers (T-7008) and Turnout Sleeper for 1 : 12 as per Indian railway standard specification (with latest A & C slips) in the jurisdiction of CGM/DFCCIL/Jaipur	8,98,33,311.94 /-	Rs.17,96,700/-	03 Months

2.0 Website www.ireps.gov.in/eprocure/app may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments / Corrigendum / Addendum, if any would be hosted on the website only.

3.0 ELIGIBILITY CRITERIA

Eligibility of the applicants shall be assessed based on the "Essential Qualifying Criteria".

4.0 Accessing/Purchasing of Bid Documents

- 4.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. www.ireps.gov.in free of cost.
- 4.2 It is mandatory for the bidders to get their firm /company registered with e-procurement portal www.ireps.gov.in to have user ID & password.
- 4.3 Tender documents will be available online on website www.ireps.gov.in as per date sheet which can be downloaded free of cost. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of Rs 10,000 + 18% GST= 11800 (Rupees Eleven Thousand Eight Hundred Only) towards the cost of one set of tender document through payment gateway only in CPM DFCCIL Jaipur Bank account no.: 369201010054636, RTGS/IFSC code: UBIN0536920 at Union Bank of India, Bapu Nagar, Jaipur (Rajasthan) in favour of "DFCCIL" payable at Jaipur (Rajasthan).

DFCCIL, JAIPUR

Section A

INSTRUCTIONS FOR SUBMITTING E-BIDS ON IREPS SITE

- 1.0 Please read carefully all Instructions of E-Tender document consisting of as given in para 5.0 below.
- 2.0 Your digital signature on the E-Tender form will be considered as your confirmation that you have read and accepted all the conditions laid down in the E-tender documents referred in para 1.0 above as well as schedule of tender, consisting of Techno-Commercial offer Form (including special conditions attached to E-Tender) and Financial offer Form, unless specific deviation is quoted in the Techno- Commercial offer form.
- 2.1 Firms, which are not registered on IREPS may refer to Annexure A-1 in which details of registration procedure on IREPS site are mentioned. They are also advised to refer to Annexure A-2 in which procedure for obtaining Class-III Digital signature is indicated.
- 3.0 All mandatory fields marked with (*) have to be filled in by the bidders.
- 4.0 Deleted
- 5.0 E-Tender document consists of –
 - i. Instructions for submitting E Bids on IREPS Site and Schedule of Items: SECTION "A"
 - ii. Instructions to tenderers and Special Conditions of Contract applicable for E-Tenders: SECTION "B"
 - iii. Important Terms & conditions of Electronic Tender Schedule of Requirement: SECTION "C"
 - iv. Information regarding workload on Tenderer: SECTION "D"
 - v. Special conditions for supply of PSC Sleeper: SECTION "E"
 - vi. Instruction for tenderers on LC mode of payments: SECTION "F"
 - vii. Tender Conditions for Stores Tenders: SECTION "G"
 - viii. Technical Specification: SECTION "H"
 - ix. IRS Conditions of Contract and its amendments.
 - x. Techno-commercial offer.
 - xii Financial Bid
- 6.0 No Manual offers sent by post/Fax or in person shall be accepted against such E-tenders even if these are submitted on the Firm's letter head and received in time. All such manual offers shall be considered as INVALID offers and shall be rejected summarily without any consideration.
- 7.0 DFCCIL Jaipur have arrangement for making payments through RTGS/NEFT system for quick money transfer to the tenderers account. Tenderers must give their consent in the mandate form provided at Annexure '8' of Section-B of Tenders for Supply Contract, for receipt of payment through RTGS/NEFT.

- 8.0 The tenderers must fill in the techno-commercial offer form (consisting of eligibility criteria, terms & conditions, performance statement, deviation statement, check list & special conditions etc.), financial offer form and attach scanned copy of all the documents needed as per Section-A, Section -B & Section -C as available on IREPS site i.e. www.ireps.gov.in.
- 9.0 All the mandatory fields of the Techno-commercial Offer Form and Financial Offer Form (i.e. Rate page) including basic rate, all taxes & duties (including percentage of CGST/IGST/UTGST/SGST or any other taxes/duties which may become applicable during the currency of Contract), freight and any other charges shall have to be filled up by the vendor. Once the unit of rate shall be as indicated in the tender schedule and this cannot be changed or altered by the vendor. Thereafter, all-inclusive unit rates on for destination basis shall be automatically calculated by the system and shown to the vendor before submission of offer.

Important Note: - All tenderers should note carefully that the entries for rate, taxes & duties and any other levy shall have to be made by them only in the relevant fields as provided in the financial offer form. In case, any entry made by tenderer outside the relevant field, same shall be ignored by the system while evaluating the offers for the reason that the comparative statement is prepared automatically by the system on the basis of the entries as made by tenderer in the relevant & respective field only. This computer generated comparative statement forms the basis for evaluation of offers, deciding the inter-se ranking of offers and further deciding the tender accordingly.

If the any duty/taxes, packing charges, forwarding charges etc. are not quantified in exact %age, then these elements like taxes/duties etc. shall also be taken as nil by the system in the comparative statement prepared automatically by the EPS system.

It is therefore, in the interest of the vendors to enter the exact %age or Amount in the relevant fields in the financial offer form, failing which any entry made by the tenderer outside the relevant field shall be ignored and considered the same with impact as nil while deciding the inter ranking of the offers irrespective of the fact whether the tenderer has mentioned specific rates at some other place in its offer instead of the nominated field.

Therefore, it is quite essential for the vendor to note that the entries for rate, taxes/duties and any other levy should not be made anywhere else except in the appropriate field/column provided in the financial offer form.

10.0 The E-bid system does not permit submission of any offer after closing date & time of the e-tender. Hence there is no scope of any late or delayed offer in the online bidding process.

11.0 E-Tender form is not transferable and the same is to be submitted with digital signatures by the pre-authorized personnel of the vendor, already registered with the site.

12.0 EARNEST MONEY DEPOSIT: FOR OPEN TENDERS:

12.1 The Earnest Money Deposit (E.M.D.) shall be taken from all tenderers against advertised tenders subject to exemptions as detailed in condition No.11 of Section -C

12.2 The amount of EMD has been as specified in condition No.-11 of Section-C

12.3 If a tenderer does not furnish the earnest money & is seeking waiver or exemption from payment of EMD he/she shall have to attach scanned copy of requisite documentary evidence in support of his/her claim and he/she should clearly indicate the category under which the firm is exempted. Failure to do so will be taken as unwillingness on his/her part to deposit the earnest money and such offers are liable to be ignored. For the other tenderers, Earnest Money as stipulated in the Notice for Invitation of Tenders (NIT) will have to be paid online through Payment Gateway link (Hyperlink).

12.4 All other bid terms and conditions shall be as per Annexure-B & C.

13.0 Drawings and Specifications:

13.1 Unless Drawings and Specifications as mentioned in the tender schedule/enquiry / offer form are provided with the tender documents or made available on Railway's website for downloading by the tenderers, these may be obtained in the manner shown below:

- (i) Specification/STR/Drawing of RDSO etc. may be obtained from the concerned authorities who have issued these, on payment. The Tenderer can obtain it from office of CGM/DFCCIL/Jaipur also.
- (ii) Deleted.

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

14.0 E-Tender Opening:

14.1 No Vendor shall be required to be present in the DFCCIL office for any E-Tender Opening Process to know the comparative position. They can obtain totally transparent bid tabulation statement by logging on to the website.

14.2 DFCCIL do not guarantee opening of tenders at the specified Date and Time due to reasons beyond control and unavoidable circumstances hence tenders can be opened even after due date and time. It shall, however, be ensured that no bids are submitted after tender closing Date and Time. Vendors cannot submit any offer or attach any file after the stipulated due date and time as given in the tender notice.

15.0 Documents to be attached/uploaded along with electronic offer by the tenderer:

Scanned copies of all the documents, which are required to be submitted by the tenderer in reference to our bid conditions as specified in bid documents i.e. Section-A, Section-B & Section-C shall have to be uploaded, along with their electronic offer.

16.0 Rate, Taxes and Duties:

16.1 Each vendor shall fill in and submit the Financial Offer Form in all respect and encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

16.2 Tenderers shall clearly indicate separately ex-works basic price, packing charges, forwarding charges, the applicable percentage of GST in exact %age, Educational Cess, and also specific amount of Freight charges up to destination etc, in the respective field of the Financial Offer Form for each unit tendered.

16.3 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 will make the offer liable to be ignored.

16.4 All other terms and conditions shall be i.e. as per instructions to tenderers i.e. Annexure-B and also as per E-Tender SOR i.e. Section -C.

17.0 GOODS AND SERVICE TAX (CGST/IGST/UTGST/SGST)

Tender is GST Inclusive.

- (i) If GST is not claimed in the offer and nothing is mentioned about GST, no GST will, then, be payable and will be borne by Vendor.

- (ii) If tendered item is not dutiable, the tenderer must use the drop down option in the GST Type and select appropriate option such as "NIL" or "Not applicable".
- (iii) No increase in GST rate after placement of purchase order on account of statutory variation shall be allowed to the tenderer.
- (iv) If the tenderer misclassifies the goods under relevant GST tariff rules, the DFCCIL will not pay increased GST due to such misclassification.
- (v) GST will be paid subject to Tax invoice and government notification only.

18.0 Tenderers will examine the various provisions of the Central Goods and Services Tax Act, 2017 (CGST)/Integrated Goods and Services Tax Act, 2017 (IGST)/ Union Territory Goods and Services Tax Act, 2017 (UTGST)/ respective State's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.

18.1 The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DFCCIL immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.

18.2 All other terms and conditions shall be as per Section-B & C on the subject matter.

19.0 Price Variation Clause:

Firm Price.

20.0 Tenderers are advised to refer to Section-B, Section-C and E-Tender Guidelines for detailed Terms and Conditions as available on IREPS site i.e. <http://www.ireps.gov.in>.

21.0 INTEGRITY PACT:-

As per office memorandum no F.No DPE/13(12)/11-Fin Dated 09.09.2011 issued by Ministry of Heavy Industries (DPE) all PSU should enter into Integrity pact in the required proforma in their procurement transaction/ Contracts with suitable changes specific to the situation in which the pact is to be used. The pact, entering into which would be a preliminary qualification for any bidder, essentially envisages an agreement between the prospective vendors / bidders and the DFCCIL, committing the persons/ officials on both sides not to resort to any corrupt practices in any aspect / stage of the contract.

Important notice to Vendors not registered on IREPS for Participation in E tenders floated on IREPS site

1. Please note that the bids/offers against this tender have been invited electronically to be submitted in Electronic format available on website www.ireps.gov.in.
2. The bid submitted manually shall not be accepted at all. So, all the prospective bidders are requested to submit their offer electronically only in the format available on website www.ireps.gov.in.
3. For submitting the offer electronically, the tenderers are required to have their class III Digital Signatures Certificate and registration on Indian Railways E Procurement (IREPS) website www.ireps.gov.in.
4. It may be noted that it shall be the sole responsibility of prospective bidders to get themselves registered on IREPS website and to submit their bid electronically prior to due date. DFCCIL shall not extend due date of tender opening for any delay on part of the bidder in obtaining digital signature and registration on IREPS site and later on DFCCIL/Jaipur shall not entertain any complaint for not giving opportunity to the tenderer to quote against this E-tender.
5. The vendors are also requested to read the Vendor user manual available on IREPS website and familiarize themselves with the electronic tender process.
6. Following officers are nominated for assisting the vendors willing to participate in e-procurement process:

Sr. No	Name & Designation	Telephone/Mobile No.	e-mail ID
1.	PM/Engg.	9887010150	vgupta@dfcc.co.in

7. The procedure in brief for obtaining digital signatures and registration on IREPS site are available in Annexure-B for the guidance of bidders.

For DFCCIL/Jaipur

Procedure for obtaining Class III digital signatures for participation in tender of DFCCIL JAIPUR through e-procurement.

1. Vendors desirous of Registration on IREPS website <http://www.ireps.gov.in/>, have to obtain class III digital signatures as a prerequisite for registration.
2. The digital signature is a tool required for authentication of person who is signing and submitting the document electronically on the website.
3. The type of digital signature required for participation in the tenders of IREPS is a "Class III digital certificate".
4. The digital certificate can be purchased by vendor from any of the Certifying Agencies authorized by Controller of Certifying Agencies (CCA) on payment of charges.
5. The details of the Certifying Agencies for selling of digital signatures are available on website of CCA --- <http://www.cca.gov.in/>.
6. Vendors are requested to contact any of the Certifying Agencies for purchase of digital signature and then submit its request for registration on website of IREPS.
7. After having obtained class III Digital Signatures, the vendors may click on the "new vendors" link on IREPS website <http://www.ireps.gov.in/> which will open a form for registration on the website. Vendors are requested to fill the complete details along with details of digital certificate on this registration form and submit.
8. The registered vendors shall be sent their "user name" and "password" in their e-mail by CRIS for logging on the website of IREPS.
9. Thereafter, new registered vendors can submit their offers after logging on the website using their digital signatures certificate.
10. In case any problem is faced during registration on IREPS website then help can be obtained from help desk CRIS (Centre for Railway Information System) which is being maintained at IREPS website by contacting at following telephone numbers:
I. 011-24105180 II. 011-24102855
Alternatively an e-mail can be sent to help desk of CRIS at following e-mail address: helpdesk.eps@cris.org.in Contacts details of officials of CRIS are as under:

I.	GM/Project	Tel. No. 011-23379934
II.	DGM/Project	Tel. No. 011-24104525
11. Further help can be taken from the officers mentioned in Annexure-"A" in regard to any problem related to purchase of digital signatures, registration on IREPS website and submission of offers for e-procurement tenders.

For DFCCIL/Jaipur

SCHEDULE OF ITEMS

Name of Work:- Manufacture, supply, transportation and delivery of Ordinary PSC Sleepers (T-7008) and Turnout Sleeper for 1 : 12 as per Indian railway standard specification (with latest A & C slips) in the jurisdiction of CGM/DFCCIL/Jaipur.

Item No.	Description	Unit	Qty	Unit Price in Rs. (including 12% GST)	Unit Price in Rs. (including 18% GST)	Amount in Rs.
1/NS	Supply of Ordinary PSC Sleepers (T-7008)	Nos.	28651	2,527.18	2,662.56	7,62,85,006.56
2/NS	Supply of 1 in 12, 60Kg canted Turnout Sleeper set as per drawing no. VAEVKN04617-07	Sets (76 nos.)	28	4,59,260.08	4,83,863.30	1,35,48,172.40
Total Amount of Schedule A including GST						8,98,33,178.96

Note-

- The rate shall be inclusive of all other taxes and levies as applicable & also covering the Scope of work clause 4 of GCC.
- Above rate are inclusive of all taxes as applicable in Rajasthan and Haryana.
- DFCCIL reserves its right for pre-dispatch inspection which may be carried out at manufacture's/supplier's work by DFCCIL's authorized representative and/or a third party inspection agency duly approved by DFCCIL to ensure that the materials/equipment, being supplied, conform to the contractual specifications. Supplier will provide all testing facilities without any extra cost to DFCCIL.

Tentative Quantities/Locations of Pre-stressed Mono-block BG concrete line sleepers (T-7008) and 1:12 Turnout Sleepers (T-4218) of which supplies are proposed to be taken by — CGM/DFCCIL/Jaipur are given below :-

NS	Name of Work	S. No.	Location	Unit	Qty
1/NS	Supply of Ordinary PSC Sleepers (T-7008)	1	Kumbhawas connecting line	Nos.	15438
		2	CONCOR connecting line		8300
		3	IR Gegal to KSGN Connectivity		1881
		4	IR PCMK to PMPN Connectivity		2275
		5	Machine Siding at AELN		124
		6	Machine Siding at BAGN		124
		7	Machine Siding at FLN		124
		8	Machine Siding at SKNN		385
			Total		28651
2/NS	Supply of 1 : 12 Turnout Sleeper (T-4218)	1	CONCOR connecting line	Sets	7
		2	Kumbhawas connecting line		5
		3	IR Gegal to KSGN Connectivity		6
		4	IR PCMK to PMPN Connectivity		10.00
			Total		28

*Note: Exact consignee details will be intimated by the Purchaser during execution of the contract.

SECTION-B

INSTRUCTIONS TO TENDERERS AND SPECIAL CONDITIONS OF CONTRACT APPLICABLE FOR E-TENDER

1.0 GENERAL INSTRUCTIONS

- 1.1 On behalf of the DFCCIL, the Chief General Manager, DFCCIL-Jaipur, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur (hereinafter referred to as the Purchaser), invites E- tenders for the supply as set forth in the "Electronic Tender Schedule of Requirements" (E-tender SOR) on the IREPS site.
- 1.2 All the E-Bids in prescribed electronic tender form on the IREPS site should be submitted before the due date and time fixed for the receipt of e bids as set forth in the e-tender.
- 1.3 The contract, if placed, shall be governed by the latest version of Indian Railways Standard (IRS) Conditions of Contract as supplemented by Special conditions of Contract and instructions to tenderers contained in this booklet of this Railway with latest correction slip if any and Important terms and conditions of e-tender SOR i.e. Section-C. This booklet with latest correction slip & Indian Railways Standard (IRS) Conditions of Contract is also available on website www.ireps.gov.in.
- 1.4 The stores, offered should be in accordance with stipulated drawings and specifications in "Electronic Tender Schedule of Requirements". The e-bids should comply with the Instructions to Tenderers, IRS and Special Conditions of Contract. Details of deviations, if any, from tender specification and other conditions should be clearly indicated in deviation statement in Annexure-1. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 1.5 The tenderer may download the e-tender form from the "IREPS website"
- 1.6 Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender even upto ten days prior to the due date of opening of the tender. Tenderers are also advised to check the website for the purpose of submitting their e-bids or revising their e-bids, whether any such corrigendum to the tender has been issued or not.

2.0 ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS:

2.1 See Important Terms and Conditions of Electronic Tender of SOR i.e. Section C at Para 2.0 [Sl. No. 2.1 to 2.3]

2.2 CARTELFORMATION: In cases where cartel is suspected among approved sources, the purchaser shall be at a liberty to exercise the following:

- (a) Whenever all or most of the participating tenderers quote equal rates and cartel formation is suspected, the Purchaser reserve the right to place order on one or more tenderers with exclusion of the rest without assigning any reason thereof.
- (b) Offers for quantity less then 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. Purchaser, however, reserve the right to order on one or more tenderers any quantity.
- (c) The firms who quote in cartel are warned that their names are likely to be deleted from list of approved sources.

- 2.3** Should a tenderer have a relative employed in Gazetted capacity in the Engineering Department of the DFCCIL-JAIPUR or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner be employed in Gazetted capacity in Engineering Department of DFCCIL-JAIPUR, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender is liable to be rejected, or if such fact subsequently comes to light the contract may be rescinded.
- 2.4** Tenderer should specify the names of vendors from whom he intend to procure Raw Material / Component used in his offered product.
- 2.5** Deleted.
- 2.6** Deleted.
- 2.7** If the tenderer is registered with NSIC he must enclose a photocopy of valid NSIC certificate showing monetary limit and the items for which registered. In case the tenderer is approved by RDSO/Production Units / CORE for the quoted item, a Photostat copy of the approval must be furnished with the offer. No back reference is likely to be made in this regard and responsibility will lies with firm, if firm is considered unapproved.
- 2.8 For items reserved for procurement from approved sources:**
- 2.8.1 In case item is reserved to be procured from RDSO/Production Units / CORE approved sources, then Categorization of Vendors shall be as under: For the purpose of these instructions, the vendors shall be categorized into following two categories.
- 2.8.1.1 Developmental Vendors:** - Such vendors shall include vendors found by RDSO as capable to develop the item under consideration. Erstwhile Part-II sources of RDSO (as on 31.12.2016, but not yet approved by RDSO), shall also be considered as developmental vendors, till they complete the pre-defined requirement as to be qualified as approved source. Such vendors shall be listed as developmental vendors by RDSO in RDSO vendor directory.
- 2.8.1.1 Approved vendors:** Sources categorized as approved vendors by RDSO.
- 2.8.2** Ordering on the vendors Assessed/Developed/Approved by RDSO.
- 2.8.2.1** Status to be taken as on tender opening date: The status of the vendor (as approved or developmental vendor) shall be reckoned as on the date of tender opening and not thereafter. However, cases of downgrading/removal/suspension/banning etc. after opening of tender, shall be taken into account while considering the offers.
- 2.8.2.2** Orders on developmental vendors shall be developmental order and treated as such, specifically, with regard to applicability of liquidated damages for delayed supplies and levy of general damages.
- 2.8.3 Quantity Allocation**
- a) Developmental Vendors shall be eligible for developmental order of 20% of NPQ in regular tenders. Total quantity to be ordered on developmental sources shall be limited up to 20% of NPQ in regular tenders.
- b) Approved vendors shall be eligible for bulk order, as per predefined tender conditions.

Where there are not more than three Indian Suppliers categorized as Approved vendor for a particular 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

Essential Qualifying Criteria

A. For Placement of Regular Order:

- i. The tenderer should have the experience of Manufacturing Ordinary PSC Sleepers and Turnout Sleeper for 1 : 12 during the last 3-years (ending last day of the month previous to the one in which tenders are invited).
- ii. The tenderer should have supplied the above Sleepers, for the quantity not less than 50% of the tendered quantity of Sleepers, during the last five-year period (ending last day of the month previous to the one in which tenders are invited) to passenger traffic/mixed traffic carrying railway/metro system, in operation.

Note: Approval of Ordinary PSC Sleepers and Turnout Sleeper for 1 : 12 manufacturing facilities by RDSO (Ministry of Railways) is to be submitted with the bid.

B. For Placement of Developmental Order upto 20% of the Tender Quantity:

Notwithstanding the inter-se ranking, only domestic bidders will be considered for the placement of developmental order up to 20% of net procurable quantity provided DFCCIL is satisfied that technical capability and manufacturing capacity is available with the bidder as per the evaluation and certification of technical capability and manufacturing capacity of bidder by RDSO.

The Technical capability shall be evaluated by RDSO based on items listed for "Process Approval". Manufacturing capacity will be assessed by RDSO based on the details submitted by the bidder as per **Annexure-11 (Copy enclosed)**. Physical verification of Technical Capability and Manufacturing Capacity shall be done by RDSO. Expenses for travel, boarding & lodging for RDSO officials for this purpose will be borne by purchaser. However, all other expenses including cost of various tests etc. shall be borne by the bidder. Only one opportunity shall be provided to bidder for above evaluation/certification of technical capabilities/manufacturing capacity. In case of any shortcoming, the bid of that bidder shall not be considered.

However, in case evaluation of technical capability or process approval and assessment of manufacturing capacity has been done by RDSO after 01.01.2017 then such evaluation/assessment would not be required again provided no change in manufacturing process has taken place after the evaluation/assessment by RDSO and a declaration to this effect is given by the manufacturer. In case of any change in process, evaluation/assessment shall be done again by RDSO as mentioned above.

Domestic manufacturer who does not have proven performance of supply of sleepers in the past on passenger traffic/mixed traffic railway system and thus does not meet the eligibility criteria stipulated for regular order as per EQC – of Instructions to the tenderer of this bidding document, may be considered for developmental order up to 20% of the "Net Procurable Quantity (NPQ) as per Railway Board's letter No 99/RS(G)/709/1/Pt. dated 13.01.2015, enclosed as amended, provided DFCCIL is prima facie satisfied that technical capacity and manufacturing capability is available with the bidder as per the evaluation by RDSO and such bidder having given an undertaking for availability of requisite machinery and manufacturing facility for complying provisions read along with A&C slip issued by RDSO for producing sleepers. Copy of the affidavit for development order to be submitted by bidder as per **Annexure-12 (Copy enclosed)**.

C. Financial Eligibility Criteria: The tenderer must have minimum average annual contractual turnover of V/N or 'V' whichever is less; where
V= Advertised value of the tender in crores of Rupees
N= Number of years prescribed for completion of work for which bids have been invited.
The average annual contractual turnover shall be calculated as an average of "total

contractual payments" in the previous three financial years, as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual contractual turnover.

The tenderers shall submit requisite information as per Annexure-VIB, along with copies of Audited Balance Sheets duly certified by the Chartered Accountant/ Certificate from Chartered Accountant duly supported by Audited Balance Sheet.

D. The Supplier should have positive net worth. This will be judged from the audited Balance Sheet of the last financial year ending on a date not prior to 18 months from the date of submission of the tender.

E. The Supplier should submit performance certificates in reference to above issued by respective railway system for having successfully completed similar works in the last 7 years.

F. The bidder shall sign the Affidavit as enclosed in Annexure-IV of "Instructions to Tenderers"

3.0 EARNEST MONEY

3.1 The Earnest Money Deposit (E.M.D.) shall be taken from all tenderers against advertised tenders subject to exemptions as detailed in condition No. 11 of Important terms and conditions of E-tender SOR i.e. Section -C.

3.2 The amount of E.M.D. shall be as specified in condition No. 11 of Important terms and conditions of E-tender SOR i.e. Section -C.

3.3 If a tenderer does not furnish the earnest money, he should clearly indicate the category under which the firm is exempted and should submit the documentary evidence for the same. Failure to do so will be taken as unwillingness on his part to deposit the earnest money and such offers are liable to be ignored.

3.4 The earnest money will be deposited only via the online system through payment gateway facility provided on the website of IREPS.

3.5 No interest shall be payable on the Earnest Money deposits.

3.6 The purchaser reserves the right to forfeit the earnest money deposit; (a) If the tenderer withdraws or revise the offer within validity of offer, (b) if the tenderer fails to deposit security money in terms of item 1 of special condition of contract.

4.0 TIME SCHEDULE

4.1 Tenderers should invariably quote firm delivery period as stipulated in important terms and conditions in Electronic Tender SOR. Any offer with longer delivery period or not agreeing with the delivery schedule specified in the tender will be summarily rejected. Thus, while quoting the DP, this aspect may be kept in view by the tenderer.

4.2 Deleted.

4.3 In case of delivery by rail, the date on which stores are placed on rail after inspection (i.e. RR/PWB date) will be the date of delivery. In case of local delivery/ outstation dispatches sent by lorry, the date on which materials are actually received/ delivered to consignee will be taken as date of delivery. In all cases, clause 0600 of the IRS Conditions of Contract will have the over-riding effect.

4.4 Deleted.

4.5 Contracts with staggered Delivery period: In case of failure on the part of supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the Purchaser reserves the right to levy Liquidated Damages which shall be levied as per Para 702 (a) of IRS Condition of Contract for the delayed quantity which have remained unsupplied for that period.

5.0 DELIVERY TERMS

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

5.2 In cases of delays of contractual delivery full LD will be levied as per IRS conditions of contract and being a contractual provision no request for LD waiver will be considered, notwithstanding any past instances of such waiver or levy of token LD.

5.3 DFCCIL should recover from contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to **1/2%** of the price of any stores including element of taxes, duties, freight etc., which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for per week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to maximum of 10% of value of the delayed supplies .”

5.4 Deleted.

6.0 SUBMISSION OF E-BIDS

6.1 The tenderers should submit their E-Bids on the Electronic Tender on the IREPS site. The tenderer’s digital signatures on the E-tender form shall be considered as their confirmation that they have read and accepted all terms & conditions as laid-down in the Electronic Tender Documents referred in Para 2 of the instructions to tenderers for E-tendering i.e. Section-A as well as Electronic Tender schedule of requirements i.e. Section-C., consisting of techno-commercial offer form (including special conditions attached to E-tender) and financial offer form, unless specific deviation is quoted in the techno- commercial offer form.

6.2 There is Check List for Tenderers (Annexure-9) for the information and guidance of Tenderers.

6.3 Deleted

6.4 The individuals signing the tender or any other documents connected there- with should clearly indicate his full name and designation, specify whether he is signing and scan the documents attached with their e-bids: -

- a) As sole proprietor of the concern or as attorney of the sole proprietor;
- b) As partner(s) of the firm.
- c) As Director, Manager or Secretary in case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- d) An authenticated copy of the document, which authorizes the signatory to commit on behalf of the tender, shall accompany the offer.

6.5 The offers should strictly conform to the tendered description and drawing/ Specification as given in schedule of requirements and no samples need be submitted unless so mentioned in tender form.

6.5.1 Deleted

6.5.2 Deleted

6.6 The tenderer shall keep its offer valid for minimum 120 days from the date of opening of tender. Any offer submitted with lesser validity period than specified in the tender, will be summarily rejected.

6.7 All tenderers are advised to indicate their Banker's name and account number in their offers. This information is needed for the purpose of payment against the contract through cheques, being issued with indication of bank account number. etc. to safeguard against misappropriation of cheque. For payment through NEFT, tenderers are required to submit the following along with their offer.

(i) Tender to give consent in a mandate form for receipt of payment through NEFT / RTGS & must submit the Annexure-8.

(ii) Tenderer to provide the detail of Bank account in line with RBI guidelines for the same these details will include Bank name, branch name and address, account type, Bank account No. and Bank and branch code as appearing on MICR cheque issued by Bank.

(iii) Tenderer to attach certificate from their bank. Certifying the correctness of all above mentioned information (as mention in para ii above).

6.8 Price Variation Clause: Firm Price

7. SECURITY DEPOSIT

7.1 Tenderers shall deposit SD by furnishing a Money receipt or demand draft or fixed deposit receipt (Auto renewal and duly discharged) issued by a scheduled bank, approved by RBI, drawn in favour of CPM, DFCCIL, Jaipur (Rajasthan)-302020 as per details given below as security for satisfactory fulfillment of the contract. The Security deposit can also be made in the shape of online/offline Guarantee Bond executed by a Scheduled bank as per Annexure 6.

7.2 The security deposit required to be deposited by the tenderers shall be as detailed in important terms and condition No. 12 of SOR i.e. Section- C.

7.3 Firms who are not willing to submit security deposit should clearly mention this deviation in their offer itself otherwise it will be treated as agreement on firm's part to DFCCI terms and conditions in this regard. Offers of firms who are not willing to submit the security deposit are liable to be ignored, until unless specifically exempted as per extant rules.

7.4 When security is deposited in cash, the money receipt should be sent to the Chief General Manager, DFCCIL-JAIPUR (Rajasthan)-302020.

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

7.6 The refund of security deposit becomes due when the contract is satisfactorily completed in accordance with terms & conditions of the contract. Purchaser's decision in this regard shall be final and binding on the supplier. No interest shall be payable on the Security Deposit.

8.0 STATUTORY VARIATION

Statutory Variation in taxes and duties, or variations due to fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to DFCCIL's account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect

of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor.

9.0 ADVICE OF DESPATCH OF STORES

- 9.1 The supplier should ensure that Railway receipts / PWB under which the material is booked to a DFCCIL consignee are prepared in the favour of ' consignee ' and not ' self-failing which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/PWB along with other documents to paying authority for claiming advance payment, a photocopy of RR/PWB should be sent simultaneously to consignee.
- 9.2 All dispatch documents i.e. RR/PWB, Challan, Inspection certificate etc. should be sent to the consignee and copies of advice of dispatch must also be sent to the Chief General Manager, DFCCIL-Jaipur (Rajasthan) - 302020.
- 9.3 The contractor shall submit monthly report concerning the progress of the contract and / or supply of stores to the Purchaser and Consignee. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner.

10.0 PAYMENT TERMS:

The standard payment terms subject to recoveries, if any, under the liquidated damages clause in the IRS Conditions of Contract will be as under : -

- 10.1** Payment for the Stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.
- 10.2** (a) On dispatch Delivery: The Purchaser shall pay the Supplier, within Twenty Eight (28) days, Seventy Five (75) percent of the Contract Price of the Goods shipped upon submission of inspection certificate and proof of dispatch.
(b) One receipt & Acceptance: Twenty Five (25) percent of the Contract Price of Goods received and the contract price of the related services performed shall be paid within Twenty Eight (28) days of receipt of the Goods upon submission of a claim supported by the acceptance certificate issued by the consignee to be nominated by the Purchaser.
- 10.3** Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract:
- (i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form (detailed in para 10.9 below) and submitted in duplicate to the CGM-DFCCIL office, C-16, Khushi Vihar, Patrakar Colony. Mansarovar, Jaipur (Rajasthan) - 302020.
- (ii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of dispatch/delivery etc. as per terms of the contract to the CGM-DFCCIL office, Jaipur (Rajasthan), endorsing a copy of the forwarding letter to the Chief General Manager well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.
- 10.4** For materials supplied against orders placed for direct dispatch to the

consignee on the DFCCIL-JAIPUR on non - stock basis i.e. other than those cases mentioned in clause 10.3 above, the supplying firm will prepare their 100% payment bills in duplicate, in ink on prescribed forms and submit the same as under :-

- (i) One copy of the bill marked, "ORIGINAL" with all dispatch documents as per terms of contract directly to the consignee.
- (ii) Another copy of bill marked "DUPLICATE NOT FOR PAYMENT" to the Controlling Officer of the consignee mentioned in the Supply Order.
- (iii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Direct Dispatch order, the suppliers will submit advance payment bill (in duplicate) along with the documents as per para 10.3 (ii) above to the Accounts Officer of the consignee indicated in contract. ORIGINAL copy of the balance payment bill should be sent to the consignee and "DUPLICATE NOT FOR P AYMENT" copy to Controlling Officer of the consignee as specified in such Supply Order.

10.5 The Supplier is also required to furnish the following certificate on their bill for advance payment.

"We have personally examined and verified and do hereby certify that stores in respect of which payment is being claimed have been actually dispatched under RR/PWB no.....dt.....and further that these goods are the exact materials as indicated in challan no.....dt.....and covered by inspection certificate no.....dt..... We also certify that the above referred challan, RR/PWB and inspection certificate have been sent to consignee by Regd. Post/Speed Post on..... We shall hold ourselves personally responsible for correctness of this statement."

10.6 The bill for payment should also be accompanied certificate/ declaration of input tax credit as per Para 1.6 of Section "F".

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

10.8 In case the bill is submitted to CGM-DFCCIL office, supported by amendment to purchase order extending delivery period reserving DFCCIL-JAIPUR right to impose liquidated damages, the payment of bill would be released deducting full liquidated damages (LD) @ 1/2% of the value of delayed stores for delay of every week or part thereof, however upper limit of recovery of in supply contract will be 10% (Ten Percent of value of delayed supplies) irrespective of delays, unless otherwise provided specifically in the contract.

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

- (a) Consignee's name and Order reference should be given on the bill as well as in all correspondence in connection therewith for facilitation of connecting the relevant papers and arranging early payment.
- (b) The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the Chief General Manager, C-16, Khushi Vihar, Patrakar Colony, Mansarovar, Jaipur-302020 before bills are submitted.
- (c) All Bills should be submitted in duplicate, marked ' Original' and

'Duplicate'.

- (d) The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the Purchase Order.
- (e) The Bills should be signed and pre - receipted with revenue stamp. All corrections should be attested. Fluid should not be used on Bill at all.
- (f) Rate and Quantity should be mentioned both in figures and words.
- (g) Status/category of Bill should be mentioned i.e. whether 100% / PVC etc.
- (h) All Columns of Bill should be properly filled in i.e. Vendor Code, Bank Account No. and Branch, Purchase Order No. / Contract No., Date, PL No. etc.
- (i) Wherever PVC is applicable, basis of PVC may be given, with relevant documents.
- (k) Copy of Amendment letter issued by Engineering/ Stores Department, if any be enclosed.
- (l) Transport Receipt/Challan / E-Way bill for freight charges should be enclosed along with the bills.
- (m) The following documents should also be enclosed along with the bills: -
 - (i) Receipt Delivery Challan Duly signed and stamped by Gazetted Officer/Clear DFCCIL Receipt.
 - (ii) Original Inspection Certificate.
 - (iii) Declaration of Input Tax Credits
 - (iv) Tax Invoice (original - for buyer) wherever applicable.
 - (v) E-Way bill
 - (n) All other relevant documents as per Contract provisions.

11.0 ACCEPTANCE OF TENDER

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 all the tenders.

12.0 Deleted.

13.0 RISK PURCHASE: Please note risk purchase period shall be 9 months instead of 6 months as provided in clause 0702(B) of IRS terms & conditions of contract. The above Risk purchase clause shall not be applicable where ever security deposit has been taken from supplier and in case of default by such supplier, the security deposit shall be forfeited, the quantities unsupplied shall be procured independently without risk and cost of the original firm/supplier. However, in such case adverse performance of such firm may be recorded & intimated to the source approving agency & also taken in to account in future tender cases on merit & in other case where tenders not asked to deposit Security Deposit, in case of default on the part of the firm, action will be initiated as per IRS conditions.

14.0 Deleted

15.0 Deleted

16.0 Splitting of tendered quantity:

16.1 Case of no prior decision to split the order-

16.1.1 Normally full order should be placed on L-1 firm. However, if after due processing, it is discovered that the quantity to be ordered is more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities,

then this aspect should be recorded in TC minutes/ acceptance in direct acceptance cases. The quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable.

The manner of splitting will take specific note of the following parameters

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

16.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 16.2.2 below.

16.2 Case of pre-decided split ordering-

16.2.1 DFCCIL may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items.

16.2.2 Following provisions {**16.2.2(A) to 16.4**} shall be applicable in all such cases of pre-decided split ordering: -

- (A)** The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.
- (B)** Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity- cum-capability, satisfactory past performance of the tenderers, outstanding order load for the DFCCIL-JAIPUR making the procurement, 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 L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60 : 40
More than 3% and upto 5%	65 : 35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shall decide

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

- (i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.
- (ii) When price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity)- say firm "A"- as obtained at the time of tender opening.
- (iii) 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.

- 16.2.3** 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 in direct acceptance cases.
- 16.3 For cases where the Rlys/PSUs had entered into ToT/JV agreements, the following clause should be stipulated as tender conditions:
As the DFCCIL has entered into ToT/JV agreement with no. of firms, they reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 6.2.2 (B) shall apply with the exception that the aspect of 'per-se reasonability' will not be applicable.
- 16.4 In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc., of the DFCCIL-JAIPUR 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.

(Please see clause 1.4 of Section -B)

PROFORMA FOR STATEMENT OF DEVIATIONS

- (1) The following are the particulars of deviations from the 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, Indian Railway Standard Conditions of Contract and Special Conditions of Contract.

CLAUSE	DEVIATION	REMARKS (Including - justification)
---------------	------------------	---

**Signature and seal of The
manufacturer / Tenderers**

ANNEXURE - 2

(Please see clause 2.1.1(a) of Section -C)

PROFORMA FOR PERFORMANCE STATEMENT
(For a period of last 3 years)

Tender No.....Date of opening.....

Name oftenderer.....

Order place by (Full address of purchaser)	Purchase order No. & date	Unit Price, ED, ST, GST & FOR terms	Date of completion of Delivery as per contract	Actual Date of completion of Delivery	Reasons for late delivery, if any

Signature and Seal of Tenderer

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. Date of Opening.....TimeHours

Name of the Firm.....

Note : All details required only for the items tendered :-

1. Name & full address of the firm.
2. Telephone & FAX No. Office/Factory/Works.
3. Telegraphic and E mail address.
4. Location of the manufacturing factory.
5. Details of Industrial Licence, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.(Monographs & Description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw 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 Equipment etc.
11. Details of staff.
 - 11.1 Details of technical supervisory staff-in-charge of production & quality control
 - 11.2 Skilled labour employed.
 - 11.3 Unskilled labour employed.
 - 11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application
12. Whether stores are tested to any standard specification, if so, copies of original test Certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi. If so, furnish full particulars of registration; period of currency etc.
14. Are you a Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi. If so, furnish full particulars of registration, currency period etc.
15. Are you registered with the RDSO for the tendered items. If so, furnish full particulars of registration; address of works etc.

Signature and seal of the
Manufacturer / Tenderers

DELETED

ANNEXURE - 5

(Please see clause 2.6 of Section -B)

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....Dated.....

To

**The DFCCIL,
Acting through the Chief General Manager,
DFCCIL,JAIPUR (Rajasthan) -302020**

Dear Sir,

Subject : CGM/DFCCIL/Jaipur's Tender No.....

Wean
established and reputed manufacturer ofhaving factories
atdo hereby Authorize M/s
.....
(Name_and address of Agents) to represent us, to bid, negotiate and conclude the
contract on our behalf with you against Tender
No.....

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

Yours faithfully,

(NAME)

for & on behalf of M/s.....
(Name of Manufacturers)

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

ANNEXURE - 6

(Please see clause 7.1 of Section B)

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

1. In Consideration of the DFCCIL (herein after called "the Government") having agreed to exempt _____ (hereinafter called "the said Contractor(s) from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. _____ (Rupees _____ only) we, _____ (hereinafter referred (indicate the name of bank) to as the bank) at the request of _____ (contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We _____ do here by undertake to pay the amounts due and (indicate the name of bank) payable under this guarantee without any demur, merely on a demand from the Government stating that the amount/ claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We under-take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(S)/supplier(s) in any suite or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s)/supplier (s) shall have no claim against us for making such payment.
4. We _____ further agree that the guarantee herein contained (Indicate the name of bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/Department) Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.
5. We _____ further agree with the government that the (Indicate the name of bank) Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the "said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such

variation, or extension being granted to the said contractor (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to this change in the constitution of the Bank or the Contractor (s) Supplier (s).
7. We _____ lastly undertakes not to revoke this guarantee
(indicate the name of bank)
during its currency except with the previous consent of the Government in writing.
8. It is certified that above BG is executed on adequate value of stamp duty as per stamp act of the state.

Dated the _ day of _____ 20
For _____
(indicate the name of bank)

PROFORMA FOR WARRANTY GUARANTEE BOND

To:
The DFCCIL
Acting through
The CGM,
DFCCIL,Jaipur
(Rajasthan) -302020.

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

1. WHEREAS M/s. _____ one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government") _____ Nos. of _____ (give description) as per contract No. _____ dated _____ (hereinafter called "the said contract").

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.

4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum up to a maximum amount of _____ (Rs. _____) representing 10 per cent of the value of the Stores dispatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Government whether any default has occurred or as been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.

6. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the e Sellers in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel _____ vide Bill of Lading No. _____ dated _____ or R/ R No. _____ dated

_____ (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to _____ i.e. for _____ months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i.e. up to _____ (date), hereinafter called the said date.

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

11. It is certify that above BG is executed on adequate value of stamp duty as per stamp act of the state.

Date _____

Signature _____

Place _____

Printed Name _____

Witness _____

Read and Accepted.

Signature of Tenderer _____

(Designation)
(Banks common Seal)

**REAL TIME GROSS SETTLEMENT/NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT)
MANDATE FORM**

From: M/s.

Date: _____

To:

Chief General Manager

DFCCIL, Jaipur

(Rajasthan)-302020

Sub : RTGS/NEFT payments.

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

Name of City

Bank Code No.

Branch Code No.

Bank's Name

Branch Address

Branch Telephone / Fax No.

Supplier's Account No.

Type of Account

IFSC code for NEFT

IFSC code for RTGS

Supplier's name as per Account

Telephone no. of supplier

Supplier's E-mail ID

Confirmed by Bank

Signature of supplier with

Stamp and address

Enclose a copy of crossed cheque

CHECK LIST FOR TENDERERS

- | | | |
|-----|--|---------|
| 1. | Have you quoted in the prescribed Performa in SOR | Yes/No. |
| 2. | Have you submitted earnest money (Para 3 of Section -B) | Yes/No. |
| 3. | Have you furnished the performance statement
(Para 2..1.1(a) of Section -C and Annexure 2) | Yes/No |
| 4. | Have you submitted the Banker's report (Para 2.1.(b) of Section -C) | Yes/No. |
| 5. | Have your furnished the details of equipment / quality control (para
2.1.1(b) of Section-C and Annexure-3)

Yes/No. | |
| 7. | Have you furnished the statement of deviations (preferably nil)
(Para 1.4 of Section-B) | Yes/No. |
| 8. | Have you quoted price on the basis of free delivery to Destination,
indicating break up (Para 6.1 of Section -B.) | Yes/No. |
| 9. | Have you quoted delivery period correctly and precisely. | Yes/No. |
| 10. | Have you kept your offer valid for 120 days | Yes/No |
| 11. | Have you submitted authenticated copy of the document authorizing
of the signatory to submit offer and commit on behalf of tenderers. | Yes /No |

**Signature & seal of
Manufacturer / Tenderer**

SECTION--C

Important Terms & conditions of Electronic Tender & Schedule of Requirement

On behalf of the DFCCIL, the Chief General Manager, DFCCIL, Jaipur (Rajasthan)-302020 (hereinafter referred to as the Purchaser), invites Electronic tenders for the supply as set forth in the "Electronic Tender Schedule of Requirements for the respective E-tenders on IREPS site". You are advised to refer to IREPS site for further details of Electronic Tender Schedule of Requirements.

For CGM/DFCCIL/JAIPUR

Important Terms & Conditions of Electronic Tender & SOR:

NB: i) Tenderers are advised to go through all the conditions mentioned at S.No 1 to 30 below, all IRS conditions of Contract, conditions specified in instructions for submitting E- bids on IREPS site (Section-A), instructions to tenderers and special condition of contract applicable for E-tender (Section -B), and Special conditions of tender & technical specification of tendered item, carefully before submitting their offer.

ii) In case if there is any conflict between the conditions mentioned in the Important Terms & Conditions of Electronic Tender SOR as below and conditions as given in this tender i.e. Section-A & B, then the conditions as given in Important Terms & Conditions of Electronic Tender SOR i.e. Section-C will prevail upon.

1.0 SPECIAL CONDITION ONLY FOR TENDERS WITH PRICE VARIATION CLAUSE:

Deleted

2.0 ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS

The Tenderer should have concrete Sleeper plant having facilities as per STR of RDSO and the plant should have been approved by RDSO for production of PSC Sleeper.

2.1 Deleted.

2.2 Deleted.

2.3

2.3.1 Deleted.

2.3.2 Deleted.

2.3.3 Deleted.

2.3.4 Whenever tender is floated with purchase restriction from 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.

2.3.5 All tenderer must submit attested photocopies of the P.O's, inspection certificates and receipt notes/certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over the preceding three years by any Zonal Railway/Railways Production Unit/DFCCIL along with existing workload and production capacity as on date of tender opening. Such tenderers are to note that non-submission of such documents shall be taken to as they not having such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.

- 2.3.6 RDSO shall continue to do prototype inspection of the items supplied by developmental vendors. The balance supplies executed by the developmental vendors after clearance of prototype by RDSO can be inspected by any agency as decided by the purchaser.

3 A Type of contract & Delivery Schedule:

- (i) The tenderer should note that as contract shall be entered into on severable contract basis only & therefore the PO will also be issued on severable contract basis with delivery of specific units of material shall be completed within each month or within specified period duly taking into account our delivery requirement as mentioned in Para 1 of Electronic Tender SOR as above. It shall not be on an entire contract basis, therefore the tenderer should take note of the same. **The delivery period shall be reckoned from the date of issue of acceptance letter (LOA).**
- (ii) The tenderer / supplier should note that failure on part of supplier to complete supplies of each installment within specified period or within specified date as indicated in PO (which will be placed only on severable contract basis with separate delivery period for each installment), shall be treated as a breach of contract on part of supplier & in such situation Purchaser shall have all rights to take all necessary penal actions (for that installment quantity whose delivery period expired but supplies not made by the supplier) against the supplier and may cancel the contract for defaulted part by forfeiting SD commensurate to that lot.

OR

- 3 B Penalty for Delays in Supplies during delivery period:** In case of failure on the part of supplier to arrange supplies as per the delivery schedule installments fixed in advance, save Force Majeure conditions or delays attributable to purchaser, the purchaser reserves the right to levy liquidated damages which shall be levied as per para 702 (a) of IRS conditions of contract for the delayed quantities, which have remained unsupplied for that period.

4. EVALUATION CRITERIA OF OFFERS/CRITERIA FOR INTER-SE RANKING OF OFFERS:

- (i) Tenderers may note that consideration of the offers will be done on the basis of consignee wise and item wise and for this purpose, the inter-se ranking of the offers for individual consignee would be worked out based on total unit rate (all-inclusive rate of one unit) for each consignees in case where there is more than one consignee for a particular tendered item (if more than one item is included in tender). It would not be on the basis of total value of all the consignees and for all items together.
- (ii) Tenderers are advised to refer to important note under Para 9 of Section-A i.e. instructions to tenderers for filling up of rates, taxes, duties, freight charges and other levies in the financial offer form.
- Evaluation of offers shall be made on the basis of the comparative statement generated by the EPS system as mentioned in the important note in Para 9 of Section-A.
- (iii) The firm shall clearly indicate in their offer, the exact percentage of taxes that they shall be charging, which is applicable as per latest taxation laws/ regulation/ GST notification. The firms should also submit a scanned copy of documentary evidence along with their e-bid for claiming Taxes. In case, if any firm fails to quote the exact percentage of Tax as per latest taxation laws, then the system shall take nil value into accounting to calculate FOR/destination accordingly for the purpose of arriving at inter-se ranking of that offer.
- (iv) The prices quoted shall be firm, unless otherwise permitted to quote with a specified Price variation clause only. The tenderer shall indicate price on free delivery to destination basis, which shall include all state and central taxes and duty leviable and all charges for packing, cartage, loading forwarding, etc. In addition, a complete break-up showing ex-factory price, GST, taxes, handling & freight charges etc. shall also required to be given by the

tenderer.

- (v) 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 specification and tender documents. In case of multi items or single item with multi consignee, the inter se ranking of offers will be decided separately for the individual item and for each consignee.
- (vi) Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any grounds whatsoever.
- (vii) The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.

(viii) **Offer with discounts:** -

- (a) Tenderer should quote clear offer with unconditional discounts, if any and the system shall evaluate the bid on FOR/destination basis and shall show up to the vendor before submitting e-bid.
- (b) Conditional discounts attached to early payment and early receipt note shall not be considered and such offers shall be ignored.
- (c) Conditional discount attached to quantity, if any is to be submitted as alternate offer and tenderer should submit multiple alternate offers in such cases.
- (d) DFCCIL-JAIPUR may avail of the discounts linked to quantity if otherwise firm's offer is found to be suitable for placement of contract.

5. Increase or Decrease of Quantity (Option Clause): -

The purchaser shall be entitled to vary the order quantity upto +/- 30% anytime within the delivery period (including extended delivery period) on the same terms and conditions. The increase in quantity with respect to the tender quantity can be done even at the time of ordering and the tenderer shall be bound to accept the quantity so ordered on the basis of his original offer. The purchaser shall be entitled to exercise +/- 30% 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 ordered quantity.

- a. **"Reasonable Notice"** 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 amendment to the contract will suffice.
- b. The purpose of **"Reasonable Notice"** for exercise of (-) 30% Option Clause consequent to decrease in prices subsequent to the placement of contract should be served by giving a reasonable opportunity to the contractor to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 30% quantity, whichever is less. Here also, no consent from the contractor towards exercise of the contractual Option Clause is necessary.
- c. In case Delivery Period is extended in a contract with (+) 30% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.
- 6 Tenderers are called upon to carefully examine the locations of various consignees situated in different states and admissibility or otherwise of exemptions offered by the respective State Governments / Local Authorities on interstate Transportation / import of Goods from other states (e.g. IGST/CGST/UTGST/SGST etc.) before submitting their offer. It may be reiterated that the total landed cost of goods offered shall, in no case,

exceed the sum of various constituents of rates quoted in their original offer.

7. Purchaser reserves the right to discharge a tender, accept the tender for a part or whole of the quantity without assigning any reasons whatsoever.
8. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Purchaser reserve the right to place order on one or more firms with the exclusion of rest without assigning any reasons thereof. Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected, in case cartel formation is suspected, DFCCIL-JAIPUR, however, reserves the right to place order on one or more firms for any quantity without assigning any reason thereof. The firms who quote in cartel are warned that their names are likely to be deleted from the list of approved sources.
9. The cost of tender document is dispensed with for tender documents downloaded by bidders from website www.ireps.gov.in.

10. **Supply tolerance Clause –**

If unsupplied quantities value at the expiry of DP/Extended DP are within 5% of the contract quantity or Rs 8 Lacs, whichever is less, then the same will be treated as cancelled without financial repercussion.

11 **SPECIAL CONDITIONS IN REGARD TO EARNEST MONEY:**

- 11.1 There shall be no exemption from submission of EMD for any tender or by any tenderer subject to provisions under Clause 12.6 below, except following –
 - (a) EMD shall normally not be called against limited tenders with estimated value upto Rs 25 lakhs (including single tenders, global tenders).
 - (b) Micro and Small Enterprises (MSEs) registered for the tendered item in terms of Railway Board’s letter No. 2010/RS(G)/363/1 dated 05.07.2012.
 - (c) Other Railways and Government Departments in terms of Railway Board’s letter No. 2004/RS9G0/799/11 dated 24.07.07
 - (d) Indian Ordinance Factories in terms of Railway Board’s letter No. 92/RSS(G)/363/1 dated 08.04.1993
 - (e) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board’s letter No. 2003/RS(G)/779/5 dated 10.09.2004
 - (f) Vendors registered with Railways for the trade group of the item tendered.
 - (g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
 - (h) Vendors registered with railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
 - (i) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

11.2 Offers submitted without EMD shall be summarily rejected.

11.3 EMD amount shall be –

Estimated value of tender	EMD (rounded off to nearest higher Rs. 10 (ten))
Upto Rs. 50 Cr.	@2% of the estimated value of the tender subject to max. Rs. 20 Lakh.
Above Rs. 50 Cr.	Rs 50 lakh

11.4 EMD shall remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of offer, he shall also extend the validity of EMD suitably.

11.5 EMD shall be refunded when any one of the following conditions is satisfied.

- (a) After finalization of tender the bidder is an unsuccessful bidder.
 - (b) Validity of offer expires and validity extension is not sought.
 - (c) Validity of offer expires and bidder refuses to extend validity of offer.
 - (d) After finalization of the tender successful bidder submits required SD.
- 11.6 Neither the standing deposit, if any lodged with this Railway nor will any other deposit against any other tender be accepted as earnest money for the purpose of this tender.

12. Special Condition in Regard to Security Deposit:

12.1 There shall be no exemption from submission of Security Deposit (SD) for any tender or by any tenderer except following –

- (a) The contract cases of value upto Rs. 25 (Twenty-Five) lakh.
- (b) Other Railways and Government Departments in terms of Railway Board’s letter No. 2004/RS9G0/799/11 dated 24.07.07
- (c) Indian Ordinance Factories in terms of Railway Board’s letter No. 92/RSS(G)/363/1 dated 08.04.1993
- (d) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them in terms of Railway Board’s letter No. 2003/RS(G)/779/5 dated 10.09.2004
- (e) In tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD. KVIC and ACASH shall be exempted from SD for items supplied by them.
- (f) Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for order valued upto their monetary limit of registration.
- (g) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
- (h) Vendors registered with railways for supply of medicine, medical equipments and consumeables shall be exempted from submission of SD for these items.

Note: Apart from claiming damages from vendors, in case of failure to comply with the contractual obligations, Railway shall record poor performance of the vendors for taking suitable penal action as per extent instructions.

12.2 Security Deposit (SD) amount shall be as under:

Contract Value	SD (rounded off to nearest higher Rs. 10 (ten)
Above Rs. 25 Lakh and upto Rs. 50 Cr.	@5% of contract value subject to max. Rs. 50 Lakh.
Above Rs. 50 Cr.	Rs 1 Cr.

However, DFCCIL can raise the upper limit of SD upto 10% of the contract value in high value cases.

12.3 Security Deposit (SD) shall remain valid for a period of 60 days, beyond the date of completion of all contractual obligations.

12.4 **Time for deposit of SD:** SD from successful tenderer should be received in purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.

12.5 In the event of successful tenderer(s) failing to deposit/submit SD in acceptable form within the prescribed period as aforesaid, the EMD submitted by such successful tenderer(s) shall be automatically adjusted towards SD in view of the fact that in most of the cases, EMD amount would be adequate to meet the SD amount. In case where available EMD amount is less than required SD and the successful tenderer does not deposit the balance SD amount within stipulated time, then the EMD shall be forfeited and case can be dealt with as that of withdrawal of offer by the tenderer.

- 12.6 All vendors, exempted from submitting EMD, as per para 11 above, irrespective of type of tender, i.e. single, limited or open, shall be required to sign a bid securing declaration as mentioned below:

As per Railway Board letter no 2004/RS(G)/779/11 pt. Dt 23.12.2019; 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 condition.

In case my/our claim to exemption from submission of bid security/earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that DFCCIL has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering further, I/we hereby understand and accept that if I/we withdraw or modify my/our bid 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) month, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period"

This para shall not be applicable for Govt. Departments/ ordance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.

- 12.7 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 right 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 vendor. These damagaes shall be treated as recoveries outstanding against the vendor and dealt with accordingly.
- 12.8 Risk purchase clause shall not be applicable.
- 12.9 In case, if there is any conflict between the provisions in regard to security deposit (SD) given in Para 7 of Section-B or anywhere else in the tender documents on one hand, and the provisions given in Section-C in regard to Security Deposit (as mentioned above) on the other, then the provisions given in Section-C in regard to Security Deposit (as mentioned above) will hold good.
- 13.** (i) Bank Guarantee (BGs) to be submitted by suppliers/ contractors, if offline, should be sent directly to the DFCCIL-JAIPUR authorities by the issuing bank.
- (ii) Bank Guarantees (BGs) to be submitted by suppliers/ contractor, if online, should be issued on SFMS platform using message type IFN 760. The message will be sent to the beneficiary's bank/ advising bank through SMS. A hard copy of BG clearly indicating that it is as "COPY ONLY" may be handed over to the applicant for their use e.g. for attaching it with any Bid Documents.. The advising bank will print the BG on stamp paper of required value or pay the required stamp Duty by other means and then deliver the Bank guarantee to the Beneficiary.
14. **Road permit :** The tenderer / supplier should note that for getting road permits for making dispatches of material by road (after receipt of purchase order), they must send a written intimation at least 30 days in advance before likely date of dispatch of materials, duly indicating no. of road permits required, the approximate quantity with brief description of item etc. and this written intimation must be sent to the ultimate consignee both by fax & E-mail (where E-mail /fax is not available, communication for such matter must be made by speed post). However, the supplier are at their liberty to make telephonic calls in this respect also to the concerned person as indicated above,

but sending the intimation both by E-mail and by fax (or by Speed post where E-mail/fax is not available) is must. The supplier shall also note that before asking additional no. of road permits from the concerned ultimate consignee, the supplier shall have to ensure that all earlier issued road permits against a particular purchase order has been used by them for that particular consignee of DFCCIL or else all unused road permits must be returned by them to the concerned officer (who have issued such road permit) but well within its validity period. In case any supplier does not fulfills this condition after entering into the contract, then the ultimate consignee shall be at liberty to take a final decision regarding issue of further road permits to such defaulting supplier (i.e. whether to issue further road permits or not) & then for any delay on this account (i.e. non-issue of road permit by consignee etc.), such defaulted supplier only will be held fully responsible. Firm should note that immediately after receipt of PO, they should obtain complete postal address, E-mail, fax no. etc. of all ultimate consignees for communication. Tenderer should note that, failure to comply above instructions by the supplier after receipt of PO (as these condition will also be the part of the contract) will be considered as adverse performance of the firm by DFCCIL.

15. **Inspection:** The tenderer should note that the supplier shall have to give a written communication of each inspection call to the concerned inspecting agency e.g. RITES/ RDSO/DFCCIL authorized agency well before the expiry of contractual DP duly taking into account the transit time needed to reach the material finally at site as per terms and conditions of purchase order. Thus the inspection call should not be made at the fag end of delivery period in terms of IRS conditions of contract. Also the copy of each inspection call of materials must be sent by the supplier to the ultimate consignee & CGM/DFCCIL both by E-mail & fax (or through Speed post where E-mail/fax is not available).

16. **Dispatches by road:**

i) The tenderer should note that generally the supplier are supposed to quote delivery by road (only in exceptional cases, delivery by Rail will be accepted by DFCCIL) and that too on FOR destination basis for each consignee as given in the Electronic Tender SOR duly indicating separate freight elements for each consignee of Electronic Tender SOR. Tenderers are requested to refer to important note below Para 9 of Annexure-A for quoting the freight charges on the financial form.

ii) It shall also be entire responsibility of supplier to arrange truck /trailer etc. at their end for dispatches of materials by road and DFCCIL shall not provide any assistance in this matter and no delay on part of the supplier on this account w.r.t. delivery of material shall be considered as a valid reason to extend the contractual DP / waive penalty etc. by the purchaser.

17. **Intimation regarding dispatches of material:**

The tenderer should note that the supplier shall have to give a written intimation either at the time of making dispatches or immediately after the dispatches of material (i.e. preferably within 48 hours of dispatch of materials) duly indicating PO's reference, brief description of item, its quantity, truck/trailer no., name and mobile no. of carrier's driver (if available) to the ultimate consignee, by fax & E-mail (where E-mail /fax is not available communication for such matter must be made by speed post).

18. **Deleted**

19. **Deleted**

20. LD Clause

- (a) In cases of delays of contractual delivery full LD will be levied as per IRS conditions of contract and being a contractual provision no request for LD waiver will be considered, notwithstanding any past instances of such waiver or levy of token LD.
- (b) DFCCIL-JP should recover from contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to **1/2% (Half percent)** of the price of any stores including element of taxes, duties, freight etc., which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended per week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to maximum of 10 % of value of the delayed supplies."

21. Deviation Statement

Tenderer should note that, if any column/field is left blank either in Techno- Commercial Offer Form or Financial Offer Form by them in Electronic Tender SOR, etc, both in respect of technical as well as commercial matters, then it will be treated as NIL deviation by DFCCIL and thereafter no change in those parameters will be accepted/permitted by DFCCIL.

- 22. The tenderer's digital signatures on the E-tender form shall be considered as their confirmation that they have read and accepted all terms & conditions as laid-down in the Electronic Tender Documents referred in Para 2 of the instructions for submitting E-bids on IREPS site i.e. Section-A, Important Terms & conditions of Electronic Tender Schedule of Requirement i.e. Section-C., consisting of techno-commercial offer form (including special conditions attached to E-tender) and financial offer form, unless specific deviation is quoted in the techno-commercial offer form.
- 23. The remedial action / penalty as prescribed by the vendor approving authority, for non-conformance of sample to the required quality, shall also be applicable.

24. RDSO's inspection & Consequent action:

Supplier being a Firm/Vendor approved by RDSO, shall abide by all the provisions of "General Guidelines for Vendor Development" of RDSO's website under the link "vendor interface".

25. Court Jurisdiction:

For any disputes related to contract or inspection/action by RDSO in pursuance of "General Guidelines for Vendor Approval", the court jurisdiction would be the HQrs of the DFCCIL, where the contract agreement has been signed

26. GST

- (A) For the tenders opening after roll out of GST- All the bidders/ tenders should ensure that they are GST compliant and their quoted tax structure/ rates are as per GST Law.
- (B) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, The DFCCIL shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.
- (C) Where however, bidders quote different GST rates in offers, During transition phase, following conditions will govern:
 - (i) The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.
 - (ii) Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.

- (iii) Wherever 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.
- (iv) **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.**
- (v) Any amendment to 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 SVC as defined in section 64A of Sales & Goods Act as amended from time to time.
- (vi) DFCCIL shall recover GST-TDS @ 2% (CGST 1% and SGST/UTGST 1% or IGST @ 2%) on invoice value (Excluding GST) from the payment made of taxable goods or services or both, where the total contract value of such supply exceeds Rs 2.50 Lacs, or as prescribed by Government from time to time and remit the same to Govt. (Railway Board Letter No. 2018/AC-II/1/46 dated 29.09.2018)

27. PROMOTE MANUFACTURING AND PRODUCTION OF GOODS AND SERVICES IN INDIA

This Tender complies with Public Procurement Policy Order 2017 dated 15.06.17

As per Ministry of Commerce and Industry order no P-45021/2/2017-B.E.-II dated 15.06.2017 to encourage "Make in India" and promote manufacturing and production of goods and services in India preference will be given to local suppliers whose offered product meets the minimum local content as prescribed as under.

- 27.1 Local content: The minimum local content shall ordinarily be 50% **if not specified otherwise in a specific tender**. CGM DFCCIL shall be competent to vary the minimum local content below the prescribed level on case to case basis. Requisite action as per para 14 of the Ministry of Commerce and Industry Order No. P-45021/2/2017-B.E.-II dated 15.06.2017, shall be ensured.
- 27.2 Margin of purchase preference: The margin of purchase preference shall be 20% i.e. In tenders, participating Local Suppliers quoting a price within price band of L1 + 20% shall be allowed to supply a portion of the requirement by bringing down their price to L1 in a situation where L1 price is from someone other than a Local Supplier and such local suppliers can be together ordered upto 50% of the value out of the net procurable quantity. Purchase preference shall be given to local suppliers in all procurements in the manner specified hereunder:
 - a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the **estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible**. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
 - b. "In the procurements of goods or works which are not covered by paragraph 3a and which are **divisible in nature**, the following procedure shall be followed";
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.

- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph 3a and which are **not divisible**, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
 Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the Li price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the Li price,
 In case such lowest eligible local supplier fails to match the LI price, the 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 local suppliers within the margin of purchase preference matches the Li price, then the contract may be awarded to the L1 bidder.
- 27.3 The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- 27.4 In cases of procurement for a value in excess of Rs. 10 crores, the 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 suppliers other than companies) giving the percentage of local content.
- 27.5 Procurements where the estimated value to be procured is less than Rs. 5 Lakhs shall be exempted from the order of Public Procurement Policy Order 2017 dated 15.06.17.
- 27.6 Debarment of Bidders:
 (i) 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 Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 (iii) 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 relevant rule.
28. **Implementation of payment through letter of credit (LC):** Implementation of payment through letter of credit (LC) as option in domestic supply contracts has been incorporated vide railway board letter no 2018/RS(G)/779/4 dated 04.06.2018 and necessary enclosure are available in Section "H".
29. Tender being floated by DFCCIL with reverse auction shall be governed by conditions as per Section-I.
30. Special condition for supply of rails and Guarantee of stores as required for fabrication of materials like Switches, SEJs and Glued joints etc. shall be governed as per Section "G" of tender document.

Section D

Information regarding workload on Tenderer

Tender Notice no.:

Name of the firm/Vendor:

P-way Component:

S.No.	Item	Details			Any other relevant information	Remarks
1	Monthly Production capacity of vendors as certified and circulated by RDSO.					
2	Orders on hand	Contract Reference	Balance quantity	Date of completion		
		a)				
		b)				
		c)				
3	Details of tenders already participated for same component (Yet to be finalised)	Tender Notice Details	Quantity tendered	Status		
		a)				
		b)				
		c)				

It is certified that the above information is true to the best of my knowledge till date and no information is suppressed. DFCCIL-JP is free to take action in case above information is found to be otherwise.

Section E

Special conditions for supply of Sleepers and Guarantee of Stores

Supply of Sleepers

1. General

This contract will be governed by IRS Conditions of Contract as amended up to date as well as the Special Conditions of Contract mentioned herein. In case of conflict between the two, i.e. between IRS Conditions of Contract and Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.

2. Rates

The supply of sleepers in accordance with the terms and conditions of this contract shall be at the accepted unit rate.

- 2.1. The **quoted** rate shall be inclusive of the cost of all labour and all inclusive cost of input materials (including cost of input freight if any) like HTS Wire, Inserts, Cement and coarse and fine aggregates, Fuel and Power etc., including all handling charge and duties thereon.
- 2.2. The **quoted** rate would also include the cost of transportation of finished sleepers to DFC site in accordance with the approved drawing including the cost of handling involved in the process. The Cost of wooden packing as per drawings will be borne by the contractor.
- 2.3. The contract will remain current and valid for a stipulated delivery period including extensions if any, with effect from the date of acceptance of tender/counter offer, as the case may be. The Purchaser also has the right to defer deliveries (i.e. slow down supplies). The purchaser shall also have the right to enhance delivery period upto 6 months on the same rates, terms and conditions at its sole discretion. Further extension, beyond 6 months may be done with mutual consent of Supplier and Purchaser.

3. Taxes

- 3.1 Statutory variation in GST will be applicable. The purchaser will, however, not be responsible for the reimbursement of any Taxes/Levies paid by the contractor under misapprehension of law.
- 3.2 In the event of 'GST' input credit being extended by the Government of India to more items than those already covered on date of tender opening, the firm should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing the following certificate.

"We hereby declare that additional set-offs/Input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

4. Raw Material, Machinery and Plant:

- 4.1 The responsibility for procurement of all raw materials, machinery and plants required for the

manufacture of goods shall rest entirely with the supplier.

- 4.2 53-S grade Ordinary Portland Cement confirming to BIS Specifications IS:269:2015 as amended up to date of tender opening shall be procured by the contractor at his own from the from the Cement manufacturers having valid Bureau of Indian Standards license for manufacturing of 53-S grade Ordinary Portland Cement.
- 4.3 HTS Wires shall be procured from the firms who are approved for manufacture of HTS Wire by Bureau of Indian Standards and possess a current valid BIS License for manufacture of the particular type of wire i.e. 3 x 3 mm strand, 7/7.5 mm plain wire or 9.5 mm dia strand as the case may be.
- 4.4 SGCI Inserts shall be procured from the firms, who are approved by RDSO for the manufacture of SGCI inserts and whose approval is current and valid. SGCI Inserts can also be procured from ISO certified firms as per guidelines issued vide RDSO's letter No. QA/CT/INSP/CI/Policy dated 25.08.2008.
- 4.5 Aggregates shall be procured by the contractor from the RDSO approved sources. If crushed sand is being used as fine aggregate in design mix concrete, then it should not be by-product of any other manufacturing process and should be in conformity to the provisions provided for crushed sand in IRS-T-39.
- 4.6 The cement content in the concrete mix shall not be more than 450 Kg/cum. This may necessitate use of plasticizer, which shall be procured by contractor as per requirements laid in IRS-T-39. Quoted rate shall be inclusive of cost of plasticizer/admixture.

5. **Octroi/Entry Tax**

(i) Octroi/Entry Tax, if statutorily leviable, on finished sleepers shall be paid by the supplier.

6. **Inspection:**

- 6.1. Supplier ensure complete submission of Inspection & Testing plan and other submissions as per Specifications for manufacturing and obtaining approval for the same from DFCCIL.

Conducting all necessary inspection and testing required for the production of Sleepers and also arranging third party inspection from the nominated inspecting authority including providing all the inspection facilities.

Inspection of finished sleepers will also be carried out by the DFCCIL nominee of the concerned DFC unit at contractor's premises as per procedure and frequency decided by DFCCIL.

- 6.2. Necessary coordination with the nominated inspecting staff at the factory will have to be done by Contractor to facilitate prescribed inspection.
- 6.3. The contractor shall be required to install and operate all necessary testing equipment required for testing the sleepers, test cubes, bricks etc. as stipulated in the IRS Specification for prestressed concrete sleepers (Pretension type). The testing equipment for the same must be available at factory site. In addition, the contractor shall arrange at his own cost for any further tests on materials, as may be indicated by the Engineer/Inspecting Officer, to be carried out at recognized Material

Testing Centers/Institutes during the progress of manufacture of sleepers; even though, Test Certificates for such materials are available.

- 6.4. The passed sleepers, for which inspection certificates have duly been obtained, only shall be allowed to be taken for loading in railway wagons/road vehicles. Any damage to the sleepers in the process of loading in wagons/vehicles or carrying to the loading sites from the contractor's premises shall be to contractor's account.
- 6.5. PSC mono-block concrete sleepers which are treated for surface defects as provided in the 'Standard Specification of PSC Line Sleepers' as amended up to date and provided at **Annexure-II** of this tender document shall be accepted and payment made @ 92.5% of the standard sleepers.
- 6.6. The testing of PSC line sleepers and their subsequent acceptance should be in accordance with the Standard Specifications of PSC line sleepers (IRS T-39) as amended up to date.
- 6.7 The supplier shall ensure that the necessary checks on supply of raw material eg Cement, aggregate, HTS wire, SGCI insert, as well as plants, machinery, equipments, instruments such as moulds, weigh-batching plant, stressing system, mixing & vibration system, steam curing system, de-moulding and de-tensioning, water curing, product inspection and lab testing, sleeper testing and dispatch etc. are being done as per the checklists issued by Railways/Board/RDSO from time to time and record of same shall be maintained.

6.7.1 Compliance to provisions of STR(Schedule of Technical Requirement):

The production of PSC sleepers against this tender shall be permitted only when the Concrete Sleeper Plant has complied all the provisions of STR.

6.7.2 Temporary suspension of production:

During course of execution, the production of the concrete sleepers may be temporarily suspended by DFCCIL on the advice of its inspecting officials or RDSO in serious cases of non-adherence to Specifications/Schedule of Technical Requirement or large scale rejection of sleeper (>2%) or premature failure of sleepers in track. DFCCIL may order for temporary suspension of the production in above cases and direct the manufacturer to identify the defects in the manufacturing process and rectify the same within a reasonable period. Production will be resumed once the manufacturer identifies and removes the defects and same is verified by the DFCCIL Unit and/or RDSO as the case may be. While allowing resumption of production, DFCCIL may also order for higher scale of testing, till quality of production is stabilized in terms of provisions of IRS-T-39

- 6.7.3 The plants, which have not done any production for past more than one year (reckoning from issue of LOA), will be permitted to resume production only after re- validation/certification of plant by RDSO.
- 6.7.4 In cases, where contract of a CSP under previous contract, had to be cancelled/terminated on account of large scale rejection(>2%)/quality issues, the production will be allowed to be resumed only after re-validation/certification of plant by RDSO and initial 10,000 sleepers will be tested and passed by RDSO.
- 6.8 Sleepers used for tests, including abrasion test, and found as per specifications and drawings shall be paid for by the Purchaser at accepted rates. Such sleepers paid for shall remain the property of

the Purchaser and will be disposed of in the manner prescribed by the Purchaser from time to time.

- 6.9 The rejected sleepers shall be permanently damaged by the contractor so as to make them unusable in addition to the provisions provided in "Indian Railway specification for pre-tensioned prestressed concrete sleepers (serial no. T-39)". A certification that all rejected sleepers of previous batches have been permanently damaged and marked as per drawing, will be given by manufacturer before offering the next batch of fresh sleepers for inspection.
- 6.10 Regular inspection of SGCI inserts will be done by M/s RITES Ltd. or any other nominated agency by DFCCIL at manufacturer's premises. Inspection charges & GST as applicable towards the inspection charges by RITES/Nominated Inspection agency will be borne by Supplier CSPs. Besides regular inspection by RITES/Nominated inspection agency, DFCCIL officials will also conduct the inspections prescribed in Railway Board's letter no. 98/TK-II/22/11/17/Pt. Policy, dtd. 11.08.2003.
- 6.11 Regular inspection of HTS wire will be done by Inspecting authorities nominated by Railways/DFCCIL at manufacturer's premises in accordance with IS: 6006. In addition to this, periodical test checks by nominated Railway/DFCCIL officer to be stipulated by the Railway/DFCCIL and shall also be carried out.
- 6.12 CSPs will ensure procurement of 53-S grade Cement to requisite specification from BIS Licensee manufacturers along with their own Manufacturers Test Certificate with each consignment. In addition to this, periodical test checks by nominated Railway/DFCCIL officer to be stipulated by the Railway/DFCCIL and shall also be carried out.
7. **Modification to Design:** In case purchaser, at any stage, during the currency of the contract, decide to make minor modifications to the design of PSC Sleeper, the supplier shall modify the moulds, manufacturing process, etc. to suit such minor modifications. The cost of such modifications will be negotiated and mutually settled and will be paid by the purchaser.
8. **Security Deposit (SD):**
- 8.1 The Security Deposit (SD) shall be taken from all successful tenderers as per Board's letter No. 2004/RS(G)/779/11/Pt. dated 23.12.2019 or 3% of PO value as per letter No. 2020/RS(G)/779/16 dt.27.11.2020, whichever is lower.
- 8.2 The successful tenderers will be required to deposit Security Deposit with the purchaser within 21 days from the communication of acceptance with respect to the purchaser. The Security Deposit may be made in any of the following manners
- (a) Government Securities to be valued at 5% below the market value.
 - (b) Deposit receipt of any Nationalized Bank.
 - (c) Bank Guarantee issued by any Nationalized/Scheduled Bank.
 - (d) Demand Draft of any Nationalized Bank.
 - (e) A deposit in Post Office Savings Bank.
 - (f) National Savings Certificate.
 - (g) Defence Deposits.
 - (h) National Defence Bond.
- 8.3 Deposits in the Post Office Saving Bank should be hypothecated by the depositor to the Paying

Authority.

- 8.4 Wherever SD is submitted through a Bank Guarantee, the issuing Bank should be intimated to send the Bank Guarantee directly to the Paying Authority by the issuing Bank under registered post A.D. SD should be in the prescribed format.
- 8.5 When deposits are made in Government Securities, it should be seen that all accrued interest to the debit on the G.P. Notes is duly collected by depositors prior to the G.P. Notes being endorsed to the Paying Authority, there should be at least two blank pages on the G.P. Notes after the last endorsement by the depositor. These are necessary to enable further endorsement by the DFCCIL to the Reserve Bank of India.
- 8.6 The payment of Security Deposit in the form of Deposit Receipt/Pay Order/Demand Draft should be made in favour of Paying Authority.
- 8.7 Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier. After completion of all contractual obligations, SD will be returned to the successful supplier.
In case of endorsement signed "PER BEARER" "FOR" power of attorney is necessary duly registered and such endorsement need be certified by the Public Department Office of the Reserve Bank of India with their rubber stamp before G.P. Notes are delivered to the DFCCIL.
- 8.8 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 the respect of the contract under reference or any other contract with the Purchaser or any part there to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
9. Dispatch
 - 9.1. The consignee instructions and booking orders will be given by the
.....or his nominee.
 - 9.2. The Contractor shall be responsible for delivery of sleepers to the consignee/ destination indicated by the Purchaser during the execution of the contract.
10. **Delivery Schedule and extension to Delivery Period (DP)**
 - 10.1. The production shall commence within One month from the date of unconditional acceptance of counter offer. Thereafter, the ordered quantity shall be supplied during the delivery period (D.P). The Purchaser however has the right to slow down the supplies (deferred delivery), and accordingly have the right to enhance delivery period unilaterally upto 6 months on the same rates, terms and conditions at its sole discretion.

Extension to delivery period, beyond 6 months may however be done only with mutual consent of Supplier and Purchaser.

10.2. **Liquidated damages:**

If the contractor fails to deliver the store within the delivery period as per contract or as extended or at any time repudiates the contract before the expiry of such period due to any circumstances whatsoever, save as provided in Clause 10.3, and force majeure conditions defined in Clause 17, the purchaser reserves the right to cancel the contract for the balance quantity in whole or in part and recover from him the liquidated damages as per Clause 12. If, however, the stores are accepted after the expiry of the period fixed for delivery, the purchaser may grant an extension of the delivery period at its sole discretion, subject to the following conditions:

(a) That the purchaser has the right to recover from the contractor the liquidated damages in terms of clause 0702 of IRS Conditions of Contract on the stores, which the contractor has failed to deliver within the period fixed for delivery;

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, Freight Charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender shall be admissible on such of the said stores as are delivered after said date;

(c) That notwithstanding any stipulation in the contract for increase in price on any other grounds no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said as are delivered after the said date;

(d) But nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax or on account of any other ground which takes place after the expiry of the above mentioned date namely the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

10.3. **Supply Tolerance Clause**

If unsupplied quantities at the expiry of DP/extended DP are within 5% of the contracted quantity, then the same will be treated as cancelled without financial repercussion on either side".

11. **Damages for slower supplies:**

The progress of supply will be evaluated. In case of failure on the part of the supplier to arrange supplies as per the schedule fixed in advance, save force majeure conditions and/or cases of delays attributable to the DFCCIL, the purchaser reserves the right to cancel the quantity in deficit and recover from the defaulting contractor a sum equivalent to five percent of the cost of sleepers which have remained unsupplied. The recovery of five percent as detailed above will be effected only when DFCCIL cancel the quantities in deficit through a written order to this effect. In case, DFCCIL do not cancel the quantities in deficit, the supplier will be entitled to recoup the shortfall in subsequent period(s) and in such cases LD shall be leviable.

12. **Liquidated Damages (LD) for Failure to Complete Supplies within Delivery Period and Damages on Termination of Contract.**

The Liquidated damages in pursuance of clause 0702 of IRS Conditions of Contract will be limited to a maximum of 10% of the cost of stores which the contractor fails to deliver within the period fixed for delivery in the contract or as extended, where delivery of the store is accepted after expiry of the aforesaid period. In case, the delivery of the store is not accepted by the purchaser after expiry of the period fixed for delivery in the contract or as extended or the contract is terminated before expiry of the contract due to failure of the contractor to execute the contract as per the agreed terms and conditions of the contract during its currency, the damages equivalent to 5% of the cost of sleepers undelivered/cancelled would be recovered from the contractor.

13. **Price Variation Clause:** Firm Price

14. **Purchase preference for Make in India:**

14.1 The purchaser shall take due consideration of Public Procurement (Preference to Make in India) Order, dated 15.06.2017. In this regard, Railway Board letter No. 2015/RS(G)/779/5 dated 03.08.2017 which is revised vide Railway Board letter No. 2020/RS(G)/779/5 dated 12.06.2020, which is further revised vide Public Procurement (Preference to Make in India) Order, dated 16.09.2020 circulated vide Railway Board letter No. 2015/RS(G)/779/5 (Vol. III) dated 25.09.2020 may be downloaded from Railway Board's website under the link of circulars of Stores Dte.

14.2 Local content: For the purpose of above policy, the minimum local content for Class I supplier shall be 50% and 'margin of purchase preference' shall be 20%.

14.3 As para 9(b) of Make in Indian Policy letter dt.16.09.2020, as procurement value is in excess of Rs. 10 Crore. The Class-I local supplier/Class-II local supplier are 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 accounts (in respect of suppliers other than companies) giving the percentage of local content.

14.4 Procurement under this tender shall comply with the Clause 10(d) (ii) of Public Procurement (Preference to Make in India) Order, dated 16.09.2020 which states "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 in Government procurement in India for all item related to that nodal Ministry, except for the list of the item published by the permitting their participation.

14.5 In pursuance of the public procurement policy on MSE(Micro & Small Enterprises) vide notification of Government of India dated 23.03.2012 (as notified in the Gazetted of India Notification No. 503 dated 26.03.2012 (clarified vide Office of Development (Commissioner), MSME's OM dated 15.02.2016 as amended on 04.10.2019 by Ministry of MSME), the following conditions are applicable for eligible MSEs :

- (a) Participating MSEs quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% of the total tendered value.

- (b) The sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and MSEs owned by women the sub-target shall be 3%, out of the total 25%.
- (c) MSEs who are interested in availing themselves of the above benefits will enclose with their offer the proof of their being registered with UDYAM (UDYAM Registration Certificate)
- (d) All MSE's shall be eligible for benefits of public procurement policy irrespective of product category under which MSEs are registered.
- (e) Failing (a) to (d) above, such offers will not be eligible for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 (as amended by the Ministry of MSME on 04.10.2019).

15. Payments:

15.1 The time to time interim payment towards supply of finished goods shall be made as per clause 10.2 of section-B. All payments will be made by the Dy.CPM/Fin. of the DFCCIL Jaipur on submission of bills in accordance with the procedure as detailed below:

15.2 Deleted.

15.3 Deleted.

15.4 PSC mono-block concrete sleepers which are treated for surface defects as provided in the 'Standard IRS Specification of PSC Line Sleepers' as amended up to date and provided at Annexure-II of this tender document shall be accepted and payment made @ 92.5% of the standard sleepers.

15.5 All payments shall be subject to the deduction of any amount for which the Contractor is liable under this contract or any other contract in respect of which the DFCCIL is the Purchaser and any other deductions as are legally leviable as per Indian laws.

15.6 If the contractor opts for "Letter of Credit" option during bidding at IREPS, then payment will be released through a letter of credit (LC) arrangement as per guidelines issued vide RBA No. 10/2018 and RBA No. 48/2018.

16. Progress Report

The Contractor shall submit monthly progress report on production, supply, inspection, rejection and on stocks of principal raw materials to the Paying DFCCIL as per proforma prescribed by DFCCIL by 1st of the following month and also furnish stock position of principal raw materials and any other particulars relating to the contract when called for.

17. Force Majeure

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, riots, strike, lockout, acts of public enemy, acts of God, the contractor shall within a week from the commencement thereof notify the same in writing to the purchaser with reasonable evidence thereof.

If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other save and except those which had accrued under any other clause of this agreement prior to such termination.

18. **Option for the variation of quantity of order**

18.1 Without prejudice to purchaser's right as laid down in clause 10.3 and 11 above, the purchaser, at its sole discretion, reserves the right to vary the contract quantity by + 30% without assigning any reason at price, terms and conditions of the initial orders during the currency of the contract.

18.2 **Quantity variation beyond (+) 30%:**

Any increase in quantity beyond (+) 30% shall only be with the mutual consent of the supplier and purchaser. In case of default by any other contractor in the form of shortfall in supplies by defaulting CSP/s, DFCCIL, at its sole discretion may cancel the quantity of defaulting CSP/s and may approve commensurate increase in the contract quantity of performing CSPs (i.e. those performing satisfactorily in contract) at price, terms and conditions of the initial orders during the currency of the contract. This clause shall be operated with the concurrence of associate finance. This increase would be in addition to 30% quantity referred to in clause 18.1 and would be limited to further 30% of the ordered quantity.

19. **Guarantee**

19.1 The contractor guarantees that the PSC Sleepers which he supplies shall be manufactured fully in accordance with specifications. In all cases, the contractor guarantees that its design shall strictly follow the "as made" detailed drawing with such modifications as are notified in respect of each type.

19.2 The contractor further guarantees that the PSC sleepers shall be free from defects in material and workmanship. The contractor shall be liable to arrange the necessary replacements of the defective sleepers free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or design in the manufacture of the sleepers. All replacements shall be made free of cost at destination. If the contractor so desires, the replaced sleepers can be taken over by him for disposal as he deems fit, within a period of three months from the date of receipt of the replacement of defective sleepers by the purchaser. At the expiry of this period, no claim in this respect shall lie on the purchaser.

19.3 The guarantee herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way so as to effect its strength, performance or reliability, or to any defect to any part due to misuse, negligence or accident.

19.4 The guarantee herein contained shall expire in respect of each sleeper on the expiry of five years from the date of the manufacturing / three years from date of placement in service, whichever is earlier, except in respect of defects notified to the contractor prior to the expiry of such date. Provisions of IRS T-39 in this regard shall also be applied.

19.5 All replacements that the purchaser shall call upon the contractor to deliver under this guarantee shall be delivered by the contractor within 60 days from the date of intimation of such rejection of

defective sleepers. If the contractor fails to replace the defective sleepers within the said period, the cost of the said sleepers at the rate stipulated in the contract shall be recovered from the payments due to the contractor.

19.6 Any approval of acceptance by the purchaser of the sleepers or of the materials, incorporated therein shall not in any way limit the contractor's liability hereunder.

19.7 The decision of the purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.

20. **Book Examination**

The book examination as per IRS condition shall apply in toto. The purchaser reserves the right to carry out the book examination at its discretion at any stage during the currency of the contract. In case book examination clause is invoked, required facilities to the team conducting book examination will be provided by the contractor in his premises.

21. **Licensing of DFCCIL Land** : Not applicable

22. **Cartel Formation**

(a) The Tenderers are expected to quote most competitive prices freely.

(b) Wherever all or most of approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof. The selection of one or more firms may be on the basis of past performance records, capability, capacity, quality performance, after sales service response etc. subject to rates being considered reasonable.

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

(d) Whenever tender is floated with Purchase restriction from 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 order on firms outside vendors list, without any restrictions.

23. **Laws Governing The Contract**

23.1 This Contract shall be governed by the Laws of India being in force.

23.2 Irrespective of the place of delivery, the place of performance or the place of payment under the order, the order shall be deemed to have been made at the place from where the acceptance of tender has been issued.

24. **Jurisdiction of Courts**

The Courts of the place from where the contract has been issued shall have the jurisdiction to decide any disputes arising out of or in respect of the order.

25. Indian Railways Standard Conditions of Contract as amended up-to-date, Indemnity Bond Proforma, Special Indemnity Bond proforma, Indian Railways Specifications T-39 for Prestressed Concrete Sleepers pre-tensioned type (Broad Gauge) as amended from time to time, Schedule of Technical Requirement as applicable from time to time, Drawings for wagon loading arrangements, IRS Specifications, IS:12269/1987 as amended from time to time for Special Cement and IS-1785 Pt.I, IS 6006/1983 for HTS Wire plain and strand and T-46/1996 for SGCI Inserts as amended up-to-date respectively will form part of the tender document to the extent they are not superseded by the above provisions.
26. **Determination of Contract Owing To Default of supplier: If the supplier:**
- (i) Fails to start production even after lapse of 01 month from the date of issue of LOA, or
 - (ii) Repeatedly fails to maintain the stipulated quality standards adequately, thereby resulting in large scale rejection of sleepers (>2%)/large scale pre-mature failure of sleepers in service, or
 - (iii) Contravene any provision of the contract and fail to rectify/make good the same despite notice,

Then, the contract signing authority on behalf of the DFCCIL may serve the supplier with a notice in writing highlighting the incidences of breach of contract/default(s), and if the Contractor does not within 15 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and fails to carry on the work or comply with such directions as aforesaid to the entire satisfaction of the DFCCIL.

Then, the DFCCIL shall be entitled to rescind/cancel the contract as a whole or in part (as may be specified) after expiry of notice period. A final termination/cancellation notice will be issued to this effect detailing there in the Damages levied.

Guarantee of Stores

The contractor guarantees that the stores which he supplies shall be manufactured fully in accordance with the specifications. In all cases, the contractor guarantees that its design shall strictly follow the “as made” detailed drawing with such modifications as are notified in respect of each type.

- a. The contractor further guarantees that the stores shall be free from defects in material and workmanship provided that the contractor’s liability in this respect shall be limited to arranging the necessary replacement of the defective supplies free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or in the manufacture of the stores. All replacements shall be made free of the cost at destination. If the contractor so desires, the replaced stores can be taken over by him for disposal as he deems fit, within a period of three months from the date of receipt of replacement of stores. At the expiry of this period no claim whatsoever shall lie on the purchaser.
- b. The guarantee herein contained shall not apply to any material, which shall have been repaired or altered by the Purchaser, or on his behalf in any way so as to affect its strength, performance or reliability or any defect to any part due to misuse, negligence or accident.
- c. All replacements that the Purchaser shall call upon the Contractor to deliver under this guarantee shall be delivered by the Contractor within three months from the date on which the purchaser calls upon him for the replacements of the defective stores. If the contractor fails to replace defective stores within the said

period, the cost of the said stores at the rate stipulated in the contract shall be recovered from payment due to the contractor including the amount of security deposit made and maintain against this contract.

- d. Any approval or acceptance by the Purchaser of the stores or of the materials incorporated therein shall not in any way limit the contractor's liability hereunder.
- e. The decision of the purchase in regard to contractor's liability under this guarantee shall be final and conclusive.

SECTION-F

Instructions for tenderers on LC mode of Payments

Scheme of Letter of Credit for Domestic Supplies (including all service and maintenance contracts) tenders having estimated value of Rs.10 lakhs and above:

- a. All Tenders invited by DFCCIL and Production Units, having estimated value of Rs.10 lakhs and above, shall have an option for the supplier /contractor to take payment from DFCCIL through a letter of credit (LC) arrangement.
- b. The LC will be a sight LC.
- c. The bidder, at the time of bidding itself, shall exercise an option , in favour of taking payment due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.
- d. Option once exercised shall be final and no change shall be permitted, thereafter , during execution of contract.
- e. The incidental cost @ 0.15% of LC value, towards issue of LC and operation thereof shall be borne by the supplier /contractor and shall be recovered from their bills.
- f. The arrangement would cover all such contract finalized against tender issued during the said period and shall extend till final execution of these contracts.
- g. The schedule of payment liability arising in the contract shall be established by the DFCCIL based on the prescribed delivery schedule/ stages of supply.
- h. The acceptable, agreed upon document for payments to be released under the LC so opened, shall be a Document of Authorization.
- i. The Supplier /contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/ contract agreement to issue Document of Authorisation to enable supplier/contractor to claim the authorized amount from their Banker.
- j. Accounts Officer responsible for passing the claim will issue the Document of Authorization.
- k. The supplier/ contractor shall take print out of the document of Authorization available on IREPS portal and present his claim to his banker (advising bank) for necessary payments as per LC terms and conditions. The claim shall comprise LC document of Authorisation Bill of Exchange and invoice.
- l. The bank shall also recover any amount as may be advised by DFCCIL against the contractor supplier.
- m. The Contractor /vender shall indemnify and save harmless the Raiwlay from and against all losses, claims and demands of every nature and description brought or recovered against the DFCCIL by reason of any act or omission of the Contractor/ Vender, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/ borne by DFCCIL on his account shall be considered as reasonable compensation and paid by Contractor/Vender.

Annexure 10

Format of letter from Executive branch to Account Office for opening of LC

No. _____

Office of CGM/Jaipur unit
Date:

Chief General Manager
DFCCIL/Jaipur

Sub: Opening of LC
Ref: Supply Order/ Contract Agreement No.

It is requested to open a sight LC against the above referred Supply Order/ Contract Agreement No. in favour of _____. The detail of beneficiary are as under:

- (i) Name of Contractor / Supplier
- (ii) Vender Code
- (iii) Address
- (iv) Tender No.
- (v) Contract Agreement No.
- (vi) Description of Goods/ Service
- (vii) Value of Contract
- (viii) Stage of Payment
- (ix) Validity period of LC
- (x) Expected payment within 6 months (LC Amount)
- (xi) Beneficiary Bank details:
 - a) Bank Name
 - b) Address
 - c) Account No.
 - d) IFSC Code

It is certified that the supplier / contractor has exercised the option of taking payment due against the tender, through LC arrangement in IREPS portal at the time of bidding itself and the option has been flagged in the IREPS. This has the approval of _____.

(Signature)
Name: _____
Designation : _____
(Official Seal)

Section G

TENDER CONDITIONS FOR STORES TENDERS

1.0 A reverse auction system is a two packet system.

Not Applicable

DELATED

AFFIDAVIT

TO WHOM SO EVER IT MAY CONCERN

We declare and certify that we have requisite machinery and manufacturing facility and will establish requisite testing facility of award of contract, to provide the Sleepers as per specification of this document.

(To be executed by the authorized signatory of the Firm/Company with seal on a Non Judicial Stamp Paper of Rs 100/- and affirmed before a notary public).

(Note : To be submitted by tenderer quoting for developmental order.)

SECTION-H
TECHNICAL SPECIFICATIONS

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

**INDIAN RAILWAY
STANDARD SPECIFICATION
FOR PRE-TENSIONED PRESTRESSED CONCRETE SLEEPERS
FOR
BROAD GAUGE, METRE GAUGE AND NARROW GAUGE**

SERIAL NO. T-39 WITH LATEST REVISION

**RESEARCH DESIGNS AND STANDARDS ORGANISATION
LUCKNOW - 226011**

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

**SCHEDULE OF TECHNICAL
REQUIREMENT (2022) FOR
MANUFACTURE OF PSC SLEEPER**

LATEST DOCUMENT NO. TDG 0046

**RESEARCH DESIGNS AND STANDARDS ORGANISATION
LUCKNOW - 226011**

END OF DOCUMENT