

TENDER DOCUMENT

PLEASE NOTE

1. ALL COLUMNS SHOULD BE FILLED AND BLANK COLUMNS IF ANY SHOULD BE MARKED AS – NIL
2. PLEASE READ THE INSTRUCTION TO TENDERERS, THE GENERAL AND SPECIAL TENDER CONDITIONS, IRS CONDITIONS OF CONTRACT AND ADDITIONAL SPECIAL CONDITIONS OF CONTRACT BEFORE FILLING UP THE TENDER FORM. PLEASE SIGN ON EACH PAGE.
3. YOUR SIGNATURE ON THE TENDER FORM WILL BE INDICATIVE THAT YOU HAVE READ AND ACCEPTED THE CONDITIONS AS ENCLOSED AND REFERRED.
4. THE TENDERERS MAY DOWNLOAD TENDER FORM FROM THE WEB SITE www.ncr.indianrailways.gov.in AND SHOULD ENCLOSE COST OF THE TENDER FORM IN THE FORM OF DEMAND DRAFT ISSUED BY ANY SCHEDULED BANK IN FAVOUR OF FA & CAO NORTH CENTRAL RAILWAY ALLAHABAD OR CASH RECEIPT ISSUED BY DIVISIONAL CASHIER NORTH CENTRAL RAILWAY ALLAHABAD CREDITABLE TO "DEPOSIT MISC. ACCOUNTS STORES" .

The Tender document consists of the following:-

- 1. Tender Schedule & offer form**
- 2. Instructions to the tenderers**
- 3. Special Tender Conditions (wherever applicable)**
- 4. IRS Conditions of contract and**
- 5. Standard Proforma for the following:**
 - (a) Earnest Money Bank Guarantee**
 - (b) SD Bank Guarantee**
 - (c) Warranty Bank Guarantee.**
 - (d) EFT Mandate form.**

INSTRUCTIONS TO TENDERERS

1.0 GENERAL INSTRUCTIONS

- 1.1 On behalf of the president of India, the Controller of Stores, North Central Railway, Allahabad, India (hereinafter referred to as the Purchaser), invites sealed tenders for the supply as set forth in the "Tender Schedule".
- 1.2 This tender should be duly filled in (in the enclosed Offer Form and Tender Schedule), duly signed at relevant places and submitted in a sealed cover addressed to The Controller of Stores, North Central Railway, Head Quarter Office Saraswati Block, Subedarganj Allahabad - 211033 superscribed with the following words:-

"Tender No.....due date of opening opening time

".
- 1.3 Tender form is not transferable and the tender should be submitted by the party in whose favour the same has been issued or sold.
- 1.4 Tenderers, other than those submitting their offers in downloaded tender documents, should quote in the prescribed form, duly filled in and signed, accompanied with the signed Tender documents. Tenderers, falling in this category, may also quote in their own letter-head, accompanied with signed tender documents. For such offers without signed tender documents, the Railways reserve their right to ignore the same. However, these may be considered on merits in deserving cases. In the event of placement of orders on such Tenderers, they shall have to sign the Tender documents (sent by the Railways or subsequently on payment) as token of acceptance of General and Special Conditions of Tender and IRS Conditions of Contract, before placement of orders on them.

- 1.5 Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer in each page.
- 1.6 Even if not able to quote, Tenderers are requested to return this tender without fail, by the due date duly signed with the words "NO QUOTATIONS" written across the face of it.
- 1.7 The Tenderers should avoid over writings and corrections. However if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction/ over writing should be properly attested by the Tenderer at every correction.
- 1.8 The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. However this does not preclude the Railways for availing themselves of the lower rates of the two.
- 1.9 Tenderers are requested to go through the IRS Conditions of Contract, Special Conditions of Contract, Instructions to tenderers, General and Special Tender conditions carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions.
- 1.10 The contract, if placed, shall be governed by the latest version of Indian Railways Standard (IRS) Conditions of Contract, supplemented by Special Conditions of Contract (if any) and Instructions to Tenderers contained herein.

2.0 QUALIFYING REQUIREMENTS OF TENDERERS (ELIGIBILITY CRITERIA)

- 2.1 The offer shall be kept valid for acceptance for a minimum period of 90 days from the date of opening of the tender. If offer is not kept valid for above period, it may be considered as unresponsive and such offer of the firm can be summarily ignored.

2.2 EARNEST MONEY DEPOSIT : Offer is required to be accompanied with the Earnest Money Deposit of the requisite value as mentioned in the Tender Schedule.

- 2.2.1** Offers received without Earnest Money shall not be considered a valid offer unless otherwise firm is eligible for such exemptions as per the following criteria. Tenderers seeking waiver of/exemption from payment of Earnest Money shall have to submit requisite documentary evidence in support of their claim.

- a. Vendors registered with NSIC upto the monetary limit of their registration for the items tendered.
- b. Vendors registered with North Central Railways upto the monetary limit of their registration for the items tendered/trade group of the items tendered.
- c. Vendors on approved list of RDSO/PUs/CORE/Railways etc. for those specific items for which they are on approved list.
- d. Manufacturers and their accredited agents subject to a certificate of authorization from the manufacturer to participate in the specific tender being submitted with the offer as per Annexure 5.
- e. Other Railways, Govt. Departments.

- 2.2.2** The earnest money should be deposited either in cash receipt with Divisional Cashier, North Central Railway, Allahabad creditable to "Deposit Misc. Account Stores" and the cash receipt should be attached with the tender or in any of the following forms:-

- a. Fixed deposit receipts, Call deposit receipts, Pay orders, Demand drafts of scheduled banks of India approved by RBI drawn in favour of Financial Advisor & Chief Account Officer (FA&CAO), North Central Railway, Allahabad.
- b. Bank guarantee from any Scheduled Bank in the prescribed form as per Annexure 4. The bank guarantee should be valid for 45 days beyond the required validity period of the offer.

- 2.2.3** Earnest Money shall remain valid for a period of 45 days beyond the final offer validity period.

- 2.2.4** The purchaser reserves the right to forfeit the Earnest Money Deposit, if the tenderer withdraws or revises his offer within the stipulated validity period or fails to deposit security money in terms of item 1 of special conditions of contract.

- 2.2.5** The refund/return of earnest money to the unsuccessful tenderer becomes due as soon as the tenders are decided, (possibly within 30 days after expiry of final offer validity) and to successful tenderer on receipt of security money. No interest shall be payable on the Earnest Money.
- 2.2.6** The stores offered should be in accordance with stipulated drawings and specifications in "Tender Schedule ". The offers should comply with the Instructions to Tenderers, IRS and Special Conditions of Contract. Details of deviations, if any, from tender specifications and other conditions should be clearly indicated in deviation statement in Annexure 1. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

2.3 TECHNICAL/FINANCIAL CAPABILITY OF THE FIRM :

2.3.1 For the items reserved to be procured from RDSO approved sources:

Wherever necessary, as per policy of procurement, bulk purchases will be made only from those firms who have been approved by RDSO for such ordering i.e. Part-I vendors before opening of tender to manufacture and supply the item. The tenderers are to enclose copies of RDSO approval letters along with their quotation. The status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of downgrading/removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.

Orders on firms approved by RDSO as Part-II vendors shall be Developmental Orders, normally. *Orders on firms approved by RDSO as Part-II vendors shall be limited upto 15% quantity normally.* The ordering on a Part II approved source with competitive price ranking can be considered beyond 15% in case that source has successfully executed a larger quantity order in the same Railway unit or other Railway units/P.U.s in the preceding 3 years. Successful executions will be signified by both quantitative and qualitative performance. Upper limit of quantity to be ordered on such a source will not exceed 25% of the net procurable quantity in a given procurement case with another 5% on new source in deserving cases and with strict compliance of extant procedure on such educational ordering. That is to say, the ordering quantity on a Part -II source can be up to 15% or the highest quantity of a past order, successfully executed in the preceding 3 years in the same Railway unit or other Railway units/P.U.s, whichever is higher subject to maximum of 25% of the net procurable quantity in the given procurement case. Aggregate quantity to be ordered on all Part – II approved vendors taken together, however, will not exceed the 25% of the net procurable quantity, in a given procurement case.

All the Part - II approved vendors must submit attested photo copies of P.Os, inspection certificates and R.notes/certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over preceding 3 years by any zonal Railway/P.U. Such tenderers are to note that non-submission of such documents shall be taken as their not having any such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.

If the tendering firm(s) is not approved by RDSO as mentioned above either for placement of bulk order or for developmental orders, then they must submit their credentials details i.e. Machinery and Plant, Testing Facilities, QAP, Technical Manpower, etc. In deserving cases, their offers may be considered for educational orders upto 5% of tendered quantity after assessment of capacities/capabilities by RDSO. Failure to furnish requisite credentials as mentioned above will make their offer liable to be ignored.

2.3.2 For the items reserved to be procured from DLW/CLW/ICF/CORE/RCF/NC Railway Approved

Sources only :

Same conditions shall apply as in the case of RDSO approved sources as detailed in Para 2.4.1 above with the exception that wherever "RDSO" is appearing, the same should be replaced by "DLW/CLW/ICF/CORE/RCF/NCRLY."

2.3.3 Procurement of materials falling in the category other than those in Para 2.4.1 and 2.4.2 above:

In these cases, the Railways reserves the right to make bulk procurement from the tenderers who conform to/comply with the above eligibility criteria (or as detailed in the special conditions of tender). If tenderer is neither registered with NC Railway nor falling on the approved list of "DLW/CLW/ICF/CORE/RCF" , then tenderer shall provide a satisfactory documentary evidence to show that :

- a. he is an established manufacturer, who regularly manufactures the items offered in the tender and has adequate technical knowledge and practical experience.
- b. he has adequate financial capability and status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution.
- c. he has adequate machinery plant obtained and manufacturing capacity to manufacture the items offered and supply within the delivery schedule offered by him.
- d. he has established quality control system and organisation to ensure that there is adequate quality control at all stages involved in manufacturing process.

2.3.4 For purpose of Para 2.3.3, the tenderer should additionally submit:-

- a. A performance statement as in Annexure-2, giving a list of major supplies effected in the last 3 years, of the items offered by him giving details of the purchaser's name and address, order No. and date, quantity ordered & supplied and whether the supply was made within the delivery schedule.
- b. A statement indicating details of equipment employed and quality control measures adopted as in Annexure 3.

2.3.5 The tenderer shall clearly indicate whether he is registered with COS/North Central Railway for the quoted item and if so he must quote the registration no. along with monetary limit, if any. If the tenderer is registered with NSIC he must enclose a photocopy of valid NSIC certificate showing monetary limit/ Annual Capacity and the items for which registered.

2.4 For items reserved for procurement from Small Scale Industries, the offers of SSI Units registered with NSIC for the particular item will only be considered. SSI Units registered with NSIC should participate in tender directly enclosing copy of NSIC certificate and offers from their agents will not be considered. Offers of non-NSIC registered firms will only be considered in case suitable offers of NSIC registered firms are not available.

2.5 Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the North Central Railway or in the case of a partnership firm or company incorporated under the Indian Company Law the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing to which the tender may be rejected, or if such fact subsequently comes to light the contract may be rescinded.

2.6 Tenderers not submitting the requisite informations as per tender documents may note that their offers are liable to be ignored.

3.0 DELIVERY SCHEDULE

3.1 DELIVERY PERIOD :

3.1.1 Tenderers are required to take a note of delivery requirement of the NC Railway as given in the Tender Schedule while quoting the delivery period. They should invariably quote firm delivery period in their quotations. If the quoted delivery period spreads over several months, the date

of commencement, monthly rate of delivery and the date of completion of delivery must be indicated.

3.1.2 In the case of "ex-stock" offers, the dispatch of stores is to be effected within 7 days of the receipt of order in case of consignee inspection on receipt of goods. Wherever the stores are subject to inspection by RITES/RDSO etc. before despatch, extra time of 3 weeks will be allowed to cover time in inspection.

3.1.3 The tenderers should quote the delivery period/ delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the IRS Conditions of Contract, which shall govern the contract.

3.2 TERMS OF DELIVERY :

3.2.1 Mode of dispatch should be preferably by road.

3.2.2 Suppliers should clearly quote-FOR Conditions i.e. station of dispatch or destination. If firm's offer is not free on Destination then applicable freight charges should be clearly indicated.

3.2.3 Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

3.2.4 The firms, who offer to dispatch the Stores by Road on FOR Station of dispatch basis, but freight is prepaid up to the Destination, may seek reimbursement of such freight charges. Such reimbursement shall be made at actual and against documentary evidence with the upper ceiling of Freight charges as indicated by them in the offer or Rail freight by Passenger Train (if no freight charges are so indicated by the firm). However for evaluation of Offers, it is the quoted Freight which will be considered or Rail freight by Passenger Train (if no freight charges are so indicated by the firm).

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

3.2.6 The tenderers should quote the delivery period/ delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the IRS Conditions of Contract, which shall govern the contract.

3.3 LEAVY OF LD CHARGES

3.3.1 Upper limit for recovery of Liquidated Damages in Supply Contracts will be 10% (Ten Percent) of value of delayed supplies irrespective of delays, unless otherwise provided, specifically in the contract.

3.3.2 Railway will recover from the Contractor as agreed Liquidated Damages and not by way of Penalty, a sum equivalent to 2% (Two percent) of the price of any stores (including elements of taxes, duties freights etc.) which the contractor has failed to deliver within the period fixed for delivery the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery there of is accepted after expiry of the aforesaid period, subject to a maximum of ten percent of value of the delayed supplies.

Note: L.D. will not be waived in routine manner. In exceptional circumstance, it can be considered on merits/administrative reasons only.

4.0 SECURITY DEPOSIT:

4.1 The successful tenderers shall within 14 days, after written notice of acceptance of tender has been posted to him, deposit with Divisional Cashier, North Central Railway, Allahabad in cash or by furnishing a demand draft or fixed deposit receipt issued by a scheduled bank approved by RBI, drawn in favour of FA & CAO, North Central Railway, Allahabad for a sum of equal to 10% of total value of contract subject to upper ceiling of Rs. 10 lakhs for contract valuing upto Rs. 10 crores and 20 lakhs for contract valuing above Rs. 10 crores for which tender has been

accepted, as security for satisfactory fulfillment of the contract. The security deposit can also be made in the shape of Guarantee Bond executed by a scheduled bank as per Annexure 6.

- 4.2** When security is deposited in cash or by demand draft with Divisional Cashier, North Central Railway, Allahabad the Cash receipt granted by him should be sent to the Controller of stores, North central Railway, Allahabad.
- 4.3** **SAFETY ITEMS:** The Security Deposit (SD)/Performance Guarantee shall be taken from all firms entering into contracts for all Safety Items. Only firms registered with NSIC upto the monetary limit of their registration for the items ordered may be considered for exemption from such security deposit. Tenderers seeking waiver of Security Deposit on this ground shall have to submit requisite documentary evidence. Indication about the item being safety item or not will be as per stipulation of the Tender schedule. Decision of NC Railway, regarding the categorization of the item as "Safety Item", will be final and binding over the contract.
- 4.4** **OTHER THAN SAFETY ITEMS:** The Security Deposit (SD) shall be taken from all firms for contracts for items other than safety items. Exemption may be given to only such eligible firms which are :
- a) Registered with NSIC upto the monetary limit of their registration for the items ordered.
 - b) Registered with Railways upto the monetary limit of their registration for the items ordered/trade groups for items ordered or vendors on approved list of RDSO/CLW/DLW/ICF/RCF/CORE and NC Railway for those specific items for which they are on approved list or other Railways, Govt. Departments on their specific request and on merits of the case as considered by tender committee.
- 4.5** Tenderers seeking waiver of Security Deposit on this ground shall have to submit requisite documentary evidence.
- 4.6** Security Deposit should remain valid for a minimum period of *60 days* beyond the date of completion of all the contractual obligations of the supplier.
- 4.7** If the contractor, having been called upon by the Purchaser to furnish security deposit, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser:-
- a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the purchaser or the Government or any person contracting through the Purchaser or otherwise however, or
 - b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provisions of Clause 0702 shall apply as far as applicable.
- 4.8** No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.
- 4.9** The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
- 4.10** Security Deposit is to be paid in any of the manner prescribed below.
- 1.** Government securities at 5 percent below the market value.

2. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds of the State Bank of India or any of the Nationalised Bank.
3. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds issued by any Scheduled Commercial Bank.
4. Deposit Receipts, of the Post Office Saving Bank.
5. The Bond of Indian Railway Finance Corporation (in case of bonds issued under non-cumulative interest scheme, post dated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due) and KRCL Bonds of Rs.1000 each.
6. Payment of Security Deposit in the form of Pay Order/Demand Draft should be made in favor of **FA&CAO** only.

5.0 SUBMISSION OF OFFERS

- 5.1** The tenderer should submit quotation on the offer form (enclosed with tender documents) and tenders submitted on other than the prescribed form may not be considered. All the offers shall be either typewritten or handwritten neatly in indelible ink. No erasures, alterations or overwriting is permitted, on offer forms. Tenders with corrections, if not attested by the tender signing authority, may be ignored. The tenderers are advised to write the rate and other terms involving financial implications both in words and figures in their quotations. In case, rates in words and figures are found to be different the rates given in words will be considered.

- 5.2** The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.

- 5.3** The offer should strictly confirm to the specified description and drawing/specification in schedule of requirements and no samples need be submitted unless so mentioned in tender form. When samples are required, the same must strictly confirm to description, drawing / specification as mentioned. Samples submitted will be considered as supplemental and not in suppression to any specification mentioned and such samples will only be considered in relation to those points which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply embodying such variation.

When samples are called for they should be marked, sealed and labeled so as to correspond with the items of the tender. They should be sent "Freight Paid" to the same address as per the tender and arrangements should be made to see that they arrive by the opening time and date of the tender, otherwise, offers are liable to be rejected. Samples submitted by the tenderers, which are of the value of Rs. 100/- each or less, will not be returned to them. For samples valuing above Rs. 100/- each the tenderer must state on the tender form if he required the return of unaccepted samples failing to which they will be retained by the purchaser. Unaccepted samples will be returned to firms on application who may arrange collection of the same from COS office.

Firm with whom order is placed should refrain from sending advance samples unless called for and should make supplies strictly as per order placed with them.

- 5.4** The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing: -

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

- 5.5** All tenderer should submit performance statement as in Annexure-2 giving list of major supplies made during last three years of the items offered by them giving details of purchasers name and address, order no. and date, quantity ordered and supplied and whether supply was made within delivery schedule.

5.6 For guidance of tenderers, a check sheet at Annexure 8 is enclosed which may be filled and submitted with the offer.

5.7 Tender boxes maintained in the office of Controller of Stores, North Central Railway, Allahabad will be closed at 14.15 hrs. on the date fixed for this purpose. Tenderers are advised to ensure that their tenders are deposited in the tender box latest by 14.15 hrs. on the date of tender Offers received through Telex, Telegram etc. shall not be accepted. Tenderers sending their tenders by post/ courier should ensure that the same are delivered sufficiently in advance so as to facilitate the same being deposited in the tender box well in time. Tenders received after the due date/time will be treated as **"LATE TENDERS"** and will be rejected. The railway administration will not be held responsible for any postal delay. The tenders which are called will samples are required to be received alongwith samples. In such tenders either of the offer or sample is received late same will also be treated as **"LATE TENDERS"** and will be rejected.

5.8 Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any grounds whatsoever.

6.0 FAX OFFERS:

- i. Offer received through FAX may be considered in case of procurement of items through proprietary article certificate & single tender only subject to the firm submitting post confirmation copy on their letter head duly signed by the authorized person as per the tender conditions within ten working days from the date of opening.
- ii. However, for other type of tenders i.e. for Bulletin, Limited and Advertised/open Tenders etc; offers received through FAX and found in the tender box at the time of opening of Tenders and complete in all respects and duly signed by the authorized signatory should be treated as in time offer subject to the firm/firms submitting post confirmation copy duly signed by the authorized person as per the tender conditions within ten working days from the date of opening.
- iii All other offers received by FAX not covered in Para (i) & (ii) above shall be treated as invalid. The offers received by fax as covered in Para (ii) above shall be deemed as unresponsive in case the confirmation copy is not received within the time stipulated in Para (ii) above.
- iv No purchase order shall be issued against the FAX offers without receipt of the confirmation copy of the same.
- v. It shall be the sole responsibility of tenderers to insure that the offers submitted by FAX are dropped in appropriate tender box in sealed cover/covers and within the prescribed time and date. The Railways shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.

7.0 DRAWINGS AND SPECIFICATIONS:

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

- i) Specification/STR/Drawing of RDSO/ICF/DLW/ CLW/ CORE etc may be obtained from the concerned authority who have issued these, on payment.
- ii) Drawings and Specifications framed by the concerned authority of N.C.Railway may be obtained from office of the Controller of Stores, North Central Railway, Saraswati Block, Subedarganj, Allahabad-211033.
However, in these cases, the tenderers shall have to:-
 - (a) Produce the documentary evidence for having paid the cost of tender documents by them unless they are provided with these documents free of cost because of their entitlement / eligibility. In the later case, the tenderer will have to produce documentary evidence that they have been provided with free tender documents.
 - (b) For such tenderers who download the tender documents, they have to produce the proof of such download while asking for such drawings and specifications.

7.2 If any tenderer happen to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information in support of their offer being to be in conformity with the 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.

8.0 ATTENDANCE OF REPRESENTATIVES FOR TENDER OPENING:

For Open Tenders and Special Limited Tenders, representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorised representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

9.0 PARTICULARS TO BE ENCLOSED ALONG WITH TENDER:

Following details should be enclosed along with the tender:-

- i) Performance statement against Railways Orders for supply of same or similar items. Correct status/supply position of pending orders if any should be invariably indicated. Supporting documents are to be enclosed.
- ii) Details of Machinery and Plant, other equipments, testing facilities, quality management/control systems and details of technical manpower available.
- iii) Tenderers should submit documentary evidence in respect of their RDSO approval indicating current validity and approval of their QAP by RDSO wherever necessary.
- iv) Photo Copies of the supply/purchase orders along with the Inspection Certificates by RITES/RDSO and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.
- v) The Tenderers should also indicate their registration number with North Central Railway with monetary limit, trade groups for which registered and, validity date of registration.
- vi) NSIC Certificate if Registered with NSIC.
- vii) Proof for having paid EMD or grounds in favour of exemption/waiver.
- viii) Complete Tender documents duly signed on each page in token of acceptance.

10.0 RATE , TAXES AND DUTIES:-

- 10.1** Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, Excise Duty, Educational Cess Sales Tax/VAT and Freight charges upto destination, applicable for each unit tendered. Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quoted a composite price, due break-up is to be given showing freight and forwarding charges separately.
- 10.2** Tenderers are requested to quote in the following terms :-
FOR Destination basis, duly indicating separately breakup of Ex works Price, Duties, Taxes, Packing, Forwarding and Freight charges.
- 10.3** The tenderers are required to quote in the same rate units (Nos./Kgs./Sets/ mtrs/ kmtrs etc.) as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

11.0 PRICE VARIATION CLAUSE:-

11.1 Unless otherwise stated contract entered into by Railway shall be fixed price contract.

11.2 Following Price Variation Clauses are generally recognized by the Railways.

- a) IEEMA PVC for the items covered by IEEMA formulae.
- b) Railway Board's PVC for items covered by such formulae.
- c) DGS&D's PVC for the items which are covered by such formulae.

Note:- Tenderers whose offers are with IEEMA PVC, Railway Board's PVC / DGS&D's PVC are to quote with the prices of input raw materials ruling on the base date as stipulated in the relevant PVC (IEEMA/ Railway Board/ DGS&D). For example in case of IEEMA PVC, if the Tender opening date falls in May of a year, the applicable prices of input raw materials should be those prevailing on the 1st April of that year. If any Tenderer quotes with any other base date (for prices of input raw materials), then all such offers shall be updated to the common base date as stipulated in the PVC of IEEMA/Rly Board/ DGS&D as the case may be. For example, in the case of IEEMA PVC for a tender opened in May of a year, if any tenderer quote with prices of input raw materials ruling on a base date other than 1st April of that

particular year, quoted rates shall be updated to the base date of 1st April of that particular year (for input raw materials) for the purpose of evaluation of offers and determination of inter-se ranking of the offers.

- 11.3** For those items which are not covered by any of the aforesaid PVC, other PVC specific for such stores may be considered and accepted if found to be in order. However, in all such cases, the contract prices upward/downward will be regulated with reference to the date of inspection of stores and will be applicable to the stores tendered for inspection after one month from the date of variation in the price of relevant input material by the specified agencies like SAIL, HZL, HCL etc. The date on which stores are offered for inspection will be treated as the date of supply for the purpose of Price Variation Clause. Furthermore, the base month for such input materials will be one month prior to that of tender opening. Admission of any claim in this regard will be subject to the suppliers furnishing all the supporting documents.

If any tenderer quote with any other base month, for input materials, then all the offers shall be updated to the base month (for input materials) of one month prior to that of tender opening. Evaluation of offers and determination of inter-se ranking of the offers shall be done on this basis.

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

12.0 EXCISE DUTY:

- (a) Tenderers are requested to refrain from quoting vague terms like "Excise Duty applicable" and mention clear the rate of ED leviable for the tendered stores. If the quoted rate is inclusive of ED, the tenderer must indicate the ED considered clearly. If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate obtained in the tender batch. General phrases as "Excise duty Extra as applicable" shall not be accepted. Please mention clearly if excise duty is applicable on the tendered item or not.

If Excise Duty (ED) is being charged extra, then the tenderers should clearly indicate the exact rate of ED applicable in their offers.

If concessional ED is applicable at the time of quoting of offers and the tenderers wish that actual ED at the time of supply should be paid, then they should clearly indicate that ED will vary based on the turn over value and must also indicate the maximum rate of ED payable. Tenders will be evaluated on the basis of maximum rate of ED which may become applicable. However, ED will be reimbursed at actuals and within the upper ceiling of the maximum ED rate considered for evaluation purpose.

If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable. If ED is claimed in the offers with exact rate and statutory variation is also claimed by the firm in the offer, the same will be considered duly evaluating the offers with exact rate of ED.

In no case the variation in ED due to increase in turnover during the currency of contract will be admissible unless specifically mentioned in the offer.

If tenderers misclassifies the goods under relevant excise tariff rules, the Railway will not pay increased Excise Duty due to such misclassification.

ED will be paid subject to documentary evidence and government notifications only.

(b) PAYMENT OF ED AND EXCISE DUTY- MODVAT RULES.

1. The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contain an element of tax or duty which is not payable by the purchaser, such payment would be disallowed.
2. The claim for ED on each bill should be supported by the following certificates.

- 2.1 The rate of ED is advalorem. The ED at present legally leviable in this case is Rs.....i.e on Rs.....being the unit value of the Stores assessed by the concerned authority of the Excise department.
- 2.2 Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made thereunder.
- 2.3 Certified that the amount of Rs.....claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.
- 2.4 Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.
- 2.5 **MODVAT CERTIFICATE:-** The tenderers will have to give the following certificates in their offer:-

We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and counter veiling duties' .available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly."

2.6 **SPECIAL MODVAT CONDITION FOR ALL THE LEAD ACID BATTERIES :**

The tenderer has to give details of MODVAT benefit on raw material (lead), which will be passed on to the purchaser. The tenderer should indicate weight of 'Lead' used in manufacturing one battery as 'Raw Material' input. Modvat benefits/additional duty set-off on the goods supplied, if any, accrued to the tenderer will have to be passed on to the Railways (purchaser) under the MODVAT Scheme by way of reduction in prices.

13.0 SALES TAX/VALUE ADDED TAX :

Sales tax / Value Added Taxes should be quoted extra if applicable.

Issue of Form 'D' towards CST on inter-state purchase by Railways is withdrawn. Consequent upon the withdrawal of 'D' Form, the rate of CST on inter-state sale to Railways shall be the rate of VAT/State Sales Tax applicable in the state of the selling dealer.

Wherever Value Added Tax is applicable, the following may be noted :

- (1) (i) The tenderer should quote the exact percentage of VAT that they will be charging extra.
- (ii) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- (iii) The tenderer while quoting for tenders should give the following declaration:
- "We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly."
- (2) The supplier while claiming the payment shall furnish the following certificate to the paying authorities:
- "We hereby declare that additional set offs/input tax credit to the tune of Rs. _____ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted .

If any surcharge on tax is applicable the same should be indicated clearly.

If Excise duty and Sales tax are not quoted in the offer, it shall be considered that no excise duty/sales tax is applicable.

14.0 OCTROI EXEMPTION CERTIFICATE:

The purchaser will not bear any octroi charges, and if required will issue octroi exemption certificate only. In the event of octroi exemption certificate not being honoured by the concerned municipal authority, and octroi charges become payable, the supplier will have to bear the Octroi charges.

15.0 I.T.C.C.: This will be governed by extant rules of the Government of India. Tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same.

16.0 PRICE BASIS & EVALUATION CRITERIA

- 16.1** The price quoted shall unless otherwise indicated in the tender shall be price on free delivery to destination basis, which shall include all state and central taxes and excise duty leviable and all charges for packing, cartage, loading, forwarding, Octroi charges (where Octroi exemption certificate issued by the consignee is not acceptable to concerned authorities). In addition, a complete break up showing ex-factory price, excise duty, taxes, handling & freight charges shall also be given. If in case a tenderer gives incomplete offer by mentioning taxes extra as applicable, freight as applicable etc. such offers are liable to be ignored.
- 16.2** The tenders will be evaluated by the Purchaser on free delivery to destination basis, to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents.
- 16.3** Discounts with conditions attached such as discounts having linkages to quantity, early payment, early receipt note etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc. will be ignored for determining inter-se price ranking position. If the firms quote different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position. Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, Railways will have right to avail the discounted / lowest of the slab rates, if otherwise firm's offer is found to be acceptable.
- 16.4** Unless indicated otherwise in a tender floated for more than one item(s) and/or Consignee(s), the criteria for evaluation of offer for deciding the inter-se position, shall be based on the offer value arrived at in accordance with para 9.1 & 9.2 above for individual item(s) and/or for individual consignee(s) as the case may be.
- 16.5** If any tenderer quote with any other base month, for input materials, then all the offers shall be updated to the base month (for input materials) of one month prior to that of tender opening. Evaluation of offers and determination of inter-se ranking of the offers shall be done on this basis.
- 16.6** Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, Excise Duty, Educational Cess Sales Tax/VAT and Freight charges upto destination, applicable for each unit tendered. Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quoted a composite price, due break-up is to be given showing freight and forwarding charges separately.

17.0 PRICE/PURCHASE PREFERENCE:-

- (a) The purchaser reserves the option to give a purchase/price preference to the offers from public sector/or from small scale /cottage industries units over those from other firms, in accordance with the policies of the government from time to time. The price preference above can not however be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness. However, the purchase preference to Central Public Sector undertaking is not available beyond 31.03.08 as per extent instructions of Gov. of India.
- (b) In case, firm registered with NSIC for tendered item, wants to avail price preference over large scale unit as per extant Govt. policy, they should clearly claim the price preference in their offer along with the copy of valid NSIC certificate in support of their claim. The firm who does not claim specifically price preference in their offer will not be considered for price preference.

18.0 CARTEL FORMATION:

- (a) Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons whatsoever.
- (b) Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of quantity will be considered unresponsive and shall become liable to be rejected. This however will be without any prejudice to Railway's right to distribute the tendered quantity & place order on one or more firms.

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

19.0 INSPECTION CLAUSE :

- (a) Material peculiar to Railways such as parts and fittings of rolling stock except raw material, which have been found rectified during inspection and which could not be rectified, are required to be defaced by the inspecting authority to avoid recycling of such rejected material and to avoid ultimate failures to assets. All such rejected materials peculiar to Railways should be mechanically defaced to prevent sale to Railways again.
- (b)(i) Material to be pre-inspected by RDSO or RITES at Railway's option, or as stated in this Tender Enquiry. Tenderers are requested to quote accordingly. At a later date any request for change in inspection clause will not be considered.
- (ii) In case the firm fails to offer the material for inspection against inspection call issued to the inspecting agency or if the material have to be reinspected due to rejection of the material at firms premises by the inspecting agency or due to non despatch of material within validity of Inspection Certificate, then 50% of the inspection charges applicable for the offered quantity subject to maximum of Rs 5,000.- and actual cost of the test charges incurred will be paid by the supplier to the inspecting agency.
- (iii) Traders/ authorized agents are required to offer material for inspection at manufacturer's premises only.
- (c) Final inspection and acceptance of the supplied material will be done by the Consignee after receipt of the material.
- (d) The rejected material for exclusive use of Railways will be defaced to ensure that the rejected item are not recycled and supplied to other Railways or purchasers.

20.0 ADVICE OF DESPATCH OF STORES

- 20.1** The supplier should ensure that Railway receipts/PWB under which the material is booked to a Railway consignee are prepared in the favour of 'consignee' and not self' failing to which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/PWB along with other documents to paying authority for claiming advance payment, a photocopy of RR/PWB should be sent simultaneously to consignee.
- 20.2** 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 Controller of Stores, North Central Railway, Allahabad.
- 20.3** 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.

21.0 ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS

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

22.0 PAYMENT TERMS

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.

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

- 22.1** For balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.
- 22.2** However, in this connection it is to be made clear that for orders valuing upto Rs.5 lakhs, no advance payment will be made and only 100% payment will be made against receipt and acceptance of the material by the consignee i.e., against Receipt Note.
- 22.3** For Machinery & Plant items: 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and the supplier's challan certified by the consignee Gazetted Officer. Balance 20% payment will be made on successful installation, commissioning and testing of the machine and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for 10% of the value of the machinery or plant.
- 22.4** Discounts / rebates linked with early payment and / or early granting of Receipt Note etc within specified days will not be considered for determination of inter-se ranking of the offers. However, the Railways reserves the rights to avail themselves of such rebates / discounts.
- 22.5** **ELECTRONIC FUND TRANSFER:** To facilitate speedy payment to Suppliers /firms, North Central Railway has introduced National Electronic Fund Transfer (NEFT) scheme through State Bank of India, Main Branch, Allahabad-211001. As the above payment mode is mandatory the suppliers are advised to furnish their bankers details in the NEFT mandate form which is enclosed as Annexure-7 in this booklet. If the Bank data are not furnished by the firms, their payment will not be made through EFT system.

23.0 PROCEDURE FOR SUBMISSION OF BILLS :

- 23.1** Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract:-
- (i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form and submitted in duplicate to the financial Adviser and chief account officer, Stores Accounts Branch, North Central Railway, Allahabad.
- (ii) Where the condition of advance payment on proof of despatch is accepted and specified in the purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of despatch/delivery, etc. as per terms of the contract to the FA & CAO/Stores account Branch, North Central Railway, Allahabad endorsing a copy of the forwarding letter to the controller of Stores as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment.
- 23.2** For materials supplied against orders placed for direct despatch to the consignee on this Railway on non-stock basis i.e. other than those cases mentioned in clause 23.1(i) above, the supplying firm will prepare their 100% payment bills in duplicate, in ink on prescribed forms and submit the same as under.
- 23.3** One copy of the bill marked, "ORIGINAL" with all despatch documents as per terms of contract directly to the consignee.
- 23.4** Another copy of bill marked "DUPLICATE NOT FOR PAYMENT" to the Controlling Officer of the consignee mentioned in the Purchase Order.
- 23.5** Where the condition of advance payment on proof of despatch is accepted and specified in the direct despatch Order, the suppliers will submit advance payment will (in duplicate) along with the documents as per para 23.1(ii) above to the accounts officer of the consignee indicated in contract. ORIGINAL copy of the balance payment bill should be sent to the consignee and "DUPLICATE NOT FOR PAYMENT" copy to the controlling officer of the consignee as specified in such Supply order.

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 nodt.....and further these goods are the exact materials as indicated in challan No.....dt.....and covered by inspection certificate nodt.....We also certify that the above referred challan, RR/PWB and inspection certificate have been sent

to consignee by Reg. Post/Speed post onWe shall hold ourselves personally responsible for correctness of this statement."

- 23.6** The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with excise authorities for availing MODVAT credit/VAT credit. "We certify that no additional duty set off on the stores supplied by us, have accrued under the MODVAT scheme in force on the date of supply, after we submitted quotations and submitted the present bill"
- 23.7** 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.
- 23.8** In case the bill is submitted to FA&CAO supported by amendment to purchase order extending delivery period reserving Railway right to impose liquidated damages, the payment of bill would be released deducting full liquidated damages (LD) @ 2% of the value of delayed stores for delay of every one month or part thereof. In such cases, firm's would be required to approach Controller of Stores for determination of final amount of liquidated damages after completion of the contract.
- 23.9** 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 facility of connecting the papers and arranging early payment.
 - b. The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the Controller of Stores, North Central Railway, Allahabad before bills are submitted.
 - c. All Bills should be submitted in forms S-2817 in duplicate, marked 'Original' and Duplicate'. The Bill forms are also annexed at Annexure - 9. These bill forms can be had from the office of Controller of Stores, North Central Railway, Allahabad on payment @ Rs 60/- per book containing 100 forms each in cash to the Divl. Cashier, North Central Railway, Allahabad or through Crossed Demand Draft in favour of the FA&CAO, North Central Railway, Allahabad.
 - 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 the bill at all.
 - f. Rate and Quantity should be mentioned both in figures and words.
 - g. Status/category of bill should be mentioned i.e. whether Advance/ Balance/100%/PVC etc.
 - h. All Columns of Bill should be properly filled i.e., Vendor 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.
 - j. Copy of Amendment letter issued by Store's Department, if any be enclosed.
 - k. Transport Receipt/Challan for freight charges should be enclosed along with the bills.
 - l. In case of submission of bills for 95% advance Payment, following documents should also be enclosed along with the bills.
 - a. Receipted Delivery Challan duly signed and stamped by Gazetted Officer of the consignee/Clear Railway Receipt.
 - b. Original Inspection Certificate.
 - c. Excise Invoice (original- for buyer) wherever applicable.

d. MODVAT declaration.

e. VAT declaration.

m. In case of submission of bills for balance 5% payment or claim if 100% payment, the following documents be enclosed along with the bills:-

(i) Receipt Note Para-II

(ii) ED gate pass wherever applicable.

n. All other relevant documents as per Contract provisions.

24.0 ACCEPTANCE OF TENDER

24.1 The Controller of Stores is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserve to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

24.2 Quantity to be ordered:

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

(b) (i) Wherever necessary by the purchaser, the quantity to be ordered can be split by the purchaser amongst two or more sources for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms.