



रेल पहिया कारखाना Rail Wheel Factory
प्रधान मुख्या सामग्री प्रबंधक का कार्यालय
Office of the Principal Chief Materials Manager

No.RWF/S/25/BID DOCUMENT

Dated: 13.06.2023

Corrigendum Dated: 13.06.2023 to RWF-e-OT Bid doc. April-2018 Version 1.0

The following clauses of RWF-e-OT Bid doc. April-2018 Version 1.0 stand revised as given below.

Section-I

5.0 EARNEST MONEY DEPOSIT (EMD):

5.1 EMD shall normally not be called against Limited Tenders with estimated value upto Rs.25 Lakhs. However, if considered necessary, Railways reserve the right to call for EMD for tenders valuing below Rs.25 Lakhs also.

5.2 The amount of EMD to be submitted will be 2% (two percent) of the estimated tender value subject to an upper limit as given below:

	<u>Estimated value of tender</u>	<u>EMD (rounded off to nearest higher Rs.10 (ten)</u>
(a)	Above Rs.25 lakh and Upto Rs.50 Cr.	@2% of the estimated value of the tender subject to Max Rs.20 lakhs (Rupees Twenty lakhs only)
(b)	Above Rs.50 Cr.	Rs.50 lakhs (Rupees Fifty lakhs only)

5.3 Offers submitted without EMD shall be summarily rejected.

5.4 All the tenderers are required to pay the amount towards Earnest Money Deposit, subject to following exemptions:-

- Micro and Small Enterprise, (MSEs) registered with any of the agencies/any other organization under the Ministry of MSME listed at Para 5.6 below, (Railway Board Letter No. 2010/RS(G)/363/1 dated 05.07.2012) irrespective of relevance of product category.
- Vendors registered with Other Railways and Government Departments, in terms of Railway Board letter No. 2004/RS(G)/779/11 dated 24.07.2007.
- Indian Ordnance Factories in terms of Railway Board's letter No.92/RS(G)/363/1 dated 08.04.1993.
- 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.
- Vendors registered with Railways for the Trade Group of the item tendered.

उप मुख्य सामग्री प्रबंधक
DY. CHIEF MATERIALS MANAGER
रेल पहिया कारखाना (भारतीय रेल)
Rail Wheel Factory (Indian Railways)

- (vi) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing
- (vii) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
- (viii) For tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting EMD.
- (ix) KVIC and ACASH shall be exempted from EMD for items supplied by them.

5.5 Such tenderers seeking exemption from payment of EMD must submit requisite documentary evidence in support of their claim. The documentary evidence should be attached to their e-bid as attached document.

5.6 Micro and Small Enterprises registered with any of the following are exempted from payment of Earnest Money for the item tendered (Railway Board Letter No. 2010/RS(G)/363/1 dated 05.07.2012 & 31.03.2016) :

- (i) District Industries Centres
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME

5.7 MSEs who are interested in availing themselves of the above benefits should attach with their e-bid the proof of their being MSE registered.

- (i) The MSEs must also indicate the terminal validity date of their registration.
- (ii) Failing above, bids of MSEs will not be liable for consideration of benefits.

5.8 All tenderers seeking exemption from submitting EMD shall be required to sign a BID SECURING DECLARATION as given below:

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

In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of the tender, I/we understand and accept that Railways 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 bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/Security Deposit, fail to submit the performance security/Security Deposit before the deadline defined in the request for bid document/Notice Inviting Tender, I/we shall be debarred from exemption of submitting Bid Security /Earnest Money Deposit and performance security/Security Deposit for a period of 6 (six) months from the date I/we are 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".

- (i) As per the above declaration signed by the tenderers, there shall be no exemption to such disqualified bidders from submitting EMD and SD for all tenders published during the period of time, by all unit of Indian Railways, for the period they are so disqualified.
- (ii) Above shall not be applicable to Govt. Departments/ Ordnance Factories/ Other Railways/ Railway PSUs/ KVIC/ ACASH and the matter shall be taken up with them departmentally/ administratively.

5.9 Tenderers other than those who are exempt from payment of Earnest Money amount as stipulated in the Notice for Invitation of Tenders (NIT), will have to pay EMD on-line only through IREPS web portal through payment gateway link, failing which their bids are liable to be rejected as un-responsive.

5.10 Neither the standing deposit if any, lodged with this Railways nor any other deposit against any other tender will be accepted as EMD for the purpose of this e-tender.

5.11 No interest will be payable by the Purchaser on the Earnest Money Deposit/Bid Guarantee submitted.

5.12 EMD should remain valid for a period of 45 days beyond the final Bid Validity Period.

5.13 Automatic Release of EMD wherever due: EMD shall be refunded when any one of the following conditions is satisfied.

- (i) After finalization of tender, the bidder is an unsuccessful bidder.
- (ii) Validity of offer expires and validity extension is not sought.
- (iii) Validity of offer expires and bidder refuses to extend validity of offer.
- (iv) After finalization of the tender successful bidder submits required SD.
- (v) EMD of bidders or tenderers shall be released online immediately after it is due for release as per above criterion.

5.14 The Earnest Money of the successful tenderer may be adjusted towards part of the Security Deposit and in case where such tenderer furnishes full Security De[posit as per the tender conditions, EMD will be refunded after receipt of full Security Deposit.

5.15 FORFEITURE OF EARNEST MONEY:

- (i) The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the offer in any respect within the period of validity of his bid.
- (ii) In the event of successful tenderer(s) failing to deposit/submit SD in acceptable form within the prescribed period, the EMD submitted by such successful tenderer(s) shall be automatically adjusted towards SD and if the tenderer does not deposit the balance SD amount within stipulated time, then EMD shall be foreited and case be dealt with as that of

withdrawal of offer by the tenderer.

Section-II

15.0 SECURITY DEPOSIT (SD) / PERFORMANCE SECURITY:

- (i) Security Deposit shall not be called against Contracts with value upto Rs.25 Lakhs.

15.1 The amount of Security Deposit to be submitted will be 5% (five percent) of the Contract value subject to an upper limit as given below:

	<u>Estimated value of tender</u>	<u>SD (rounded off to nearest higher Rs.10 (ten))</u>
(a)	Above Rs.25 lakh and Upto Rs.50 Cr.	@5% of the value of the contract subject to Max Rs.50 lakhs (Rupees Fifty lakhs only)
(b)	Above Rs.50 Cr.	Rs.1.00 Crore (Rupees One Crore only)
(c)	Railways are permitted to raise the upper ceiling limit of SD upto 10% of the contract value in high value cases.	

15.2 Security Deposit should be received in Purchase office within 21 days from the date of communication of acceptance with respect to the purchaser.

15.3 In the event of successful tenderer(s) having submitted EMD against the tender, the same will be adjusted towards SD, where EMD amount would be adequate to meet the SD amount.

- (i) In cases where EMD amount is less than the required SD amount, the successful tenderer shall deposit the balance SD amount within the above stipulated time.

15.4 All the successful tenderers are required to submit Security Deposit, subject to following exemptions:-

- (i) Other Railways and Government Departments in terms of Railway Board's letter No.2004/RS(G)/779/11 dated 24.07.2007.
- (ii) Indian Ordnance Factories in terms of Railway Board's letter No.92/RS(G)/363/1 dated 08.04.1993.
- (iii) 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.
- (iv) For tenders issued against PAC, OEM in whose favour PAC has been issued shall be exempted from submitting SD.
- (v) KVIC and ACASH shall be exempted from SD for items supplied by them.
- (vi) Vendors registered with Railways for the Trade Group of the item tendered shall be exempted from SD for orders valued upto their monetary limit of registration.
- (vii) Vendors appearing on the approved vendor lists of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing
- (viii) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of SD for these items.

15.5 In cases, where SD has been exempted for any reason, the supplier fails to supply goods as per conditions of the contract, as amended from time to time, the Purchaser shall have the right to levy damages on 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 tenderer. These damages shall be treated as recoveries outstanding against the tenderer and dealt with accordingly.

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

15.7 Security Deposit(SD) should be furnished in any one of the following forms:

- (i) Deposit Receipts, Pay Orders, and Demand Drafts, in favour of "Principal Financial Adviser, Rail Wheel Factory, Bengaluru – 560064". (PFA/RWF, Bangalore)
- (ii) Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks.
- (iii) Bonds of Indian Railway Finance Corporation or KRCL Bonds.
- (iv) Government Securities
- (v) A deposit in the Post Office.

15.8 Security Deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations.

15.9 Bank Guarantees(BGs) drawn in favour of PFA/RWF to be submitted by the suppliers/Contractors should be sent directly by the issuing Bank under registered post ACK Due to the Purchase Officer.

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

15.11 Security deposit will be returned to the successful supplier after completion of all contractual obligations.

15.12 FAILURE TO SUBMIT SD:

- (i) In cases where the successful tenderer does not deposit the balance SD amount (after adjustment of EMD amount if any) or full SD amount within stipulated time, the EMD shall be forfeited and case be dealt with that as of withdrawal of offer by the tenderer as per extant instructions.
- (ii) Under terms of EMD clause No.5.8 under SECTION-I of this Bid Document, where ever tenderers would have submitted BID SECURING DECLARATION availing exemption from submission of EMD, and subsequently are awarded contract, and on being called upon to submit the Performance Security/Security Deposit, fail to submit such Performance Security/Security Deposit before the deadline defined in the communication of acceptance of bid/letter of Advance Acceptance/Counter Offer, such tenderers, as per the declaration submitted, shall be disqualified from exemption of submitting Performance

Security/Security Deposit *for a period of 6 (six) months*, from the date they are declared disqualified from exemption, from submission of SD for all the tenders for procurement of goods issued by all unit/(s) of Indian Railways published during this period.

The disqualification procedure and all correspondence thereof shall be online and digital.

- (iii) Above shall not be applicable to Govt. Departments/ Ordnance Factories/ Other Railways/ Railway PSUs/ KVIC/ ACASH and the matter shall be taken up with them departmentally/ administratively.

15.13 FORFEITURE OF SD:

- (i) The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the Security Deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
- (ii) In case of saverable contracts where the contractor fails to meet the deliveries for any lot, Railways may cancel the contract for defaulted part by forfeiting SD commensurate to that lot.

This is issued with the approval of Competent Authority.

Copy to all for information on E-office.


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For PCMM.
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