

NORTHERN RAILWAY BID DOCUMENT PART I

सीनियर सेशन इंजीनियर/पहिया
उ० रे०, जगाधरी वर्कशॉप

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगाधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्य सेशन अभियन्ता
उ० रे०, जगाधरी वर्कशॉप

Signature Not
Verified

Digitally signed by
Bharat Lal Meena
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

Page 1 of 88

BID DOCUMENT PART - I

0100. DEFINITIONS AND INTERPRETATION

In the contract, unless the context otherwise requires:

0101. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes "Letter of Acceptance" of his tender;
0102. "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified ;
0103. "Interim consignee" means the representative of the Purchaser to whom the material is delivered for onward dispatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee;
0104. "Contract" means and includes Bid Invitation, Instructions to Tenderers, General Conditions of Contract, Acceptance of Tender including Letter of Acceptance, Special conditions of contract/tender, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender (the agreement entered into between the purchaser and the contractor including all attachments and appendices thereto and all documents incorporated by reference therein) and also includes a repeat order, which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
0105. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
0106. The "Sub-Contractor" means any person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
0107. "Drawing" means the drawing or drawings specified in or annexed to the Specifications;

Page 2 of 88

Signature Not
Verified

Digitally Signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निरीक्षण प्रबन्धक
उत्तर रेलवे, जगाधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

सहायक निरीक्षण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगाधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्य अभियंता
उ० रेल० जगाधरी वर्कशॉप

0108. "Government" means the Central Government or a State Government as the case may be;
0109. The "Inspecting Officer" means the person or organisation specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorized representative;
0110. "Material" means anything used in the manufacture or fabrication of the stores;
0111. "Particulars" include — (a) Specifications; b) drawings;
- (c) "Proprietary mark" or "brand" means the mark or brand of a product which is owned by an industrial firm;
- (d) Any other details governing the construction, manufacture or supply of stores as may be pre scribed by the contract;
0112. "Proving Test" means such test or tests as are prescribed by the specification(s) to be made by the Purchaser, or his nominee, either at firm's premises or after erection at site, before the plant is taken over by the Purchaser;
0113. "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
0114. The "Purchaser" means the President of India acting through the Principal Chief Materials Manager, Northern Railway, Baroda House, New Delhi -110 002, INDIA and includes his successors and assignees ;
0115. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof;
0116. "Site" means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
0117. "Stores" means the goods specified in the contract which the Contractor has agreed to supply under the contract;
0118. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
0119. "Work" means all the work specified or set forth and required in and by the said specifications, drawings and "Schedule of Requirements", hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in

such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s) and "Schedule of Requirements") and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time, during the progress of the work hereby contracted for, be supplied by the Purchaser;

0120. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract —
- (a) The consignee at his premises; or
 - (b) Where so provided, the interim consignee at his premises; or
 - (c) A carrier or other person named in the contract for the purpose of transmission to the consignee: or
 - (d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
0121. "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
0122. Words in the singular include the plural and vice-versa.
0123. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
0124. The heading of these conditions shall not affect the interpretation or construction thereof.
0125. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.
0126. The commercial conditions are indicated in Bid Document Part-I. If there is any ambiguity in respect of any commercial condition between Bid Document Parts-I and Part-II, Bid Document Part-I will prevail.

Wherever, special conditions are indicated under the heading "Special Conditions of Tender". These will supersede the corresponding conditions given in Bid Document Part-I & Bid Document Part-II.

- 0127 All mandatory fields in pre-designed templates of 'Techno Commercial Bid Details' form and 'Financial rate page' form marked with asterisk (*) shall be filled in by the tenderer.
- 0128 The stores offered should be in accordance with stipulated drawings and specifications as given in the 'Techno Commercial Bid Details' form and 'Financial rate page' form and attachments attached with the electronic tender.
- 0129 The details of deviations, if any, from tender specification and other conditions should be clearly indicated in the Technical **Deviation and Commercial Deviation** templates provided on 'Techno-commercial Offer' form. Alternatively, the tenderer can submit the details of deviations as per the format given in Annexure - 8 & 9 of Bid Document Part-I, by attaching the deviation statement in PDF format in the **Attach Documents** template on 'Techno-commercial Bid Details' form. Deviations mentioned elsewhere in the offer, except in the manner mentioned above will not be considered. **Tenderers may note that conditions deviating from the tender conditions/description/ specifications may render the offer liable to be ignored.**
- 0130 Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the tender schedule. Any deviation in this aspect shall render the offer liable to be ignored.
- 0131 Tenderers are advised to confirm "Compliance to special tender condition/Checklist" in the template **Special Conditions/Checklist for Bidders** on 'Techno Commercial Bid Details' form by putting a tick mark in the check box provided against each Special Condition/Checklist, and in case of a "No" must furnish reason for non-compliance with that Special Condition/Checklist in the remark entry box provided therein. **Tenderers may note that non-compliance to the Special Conditions/Checklist, without stating valid reasons in the relevant remark entry box may render the offer liable to be ignored.**

0200. PARTIES

The parties to the contract are the Contractor and the Purchaser, as defined in clauses 0105 and 0114.

0201. Authority of Person Signing the Contract on behalf of the Contractor —

A person signing the tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has

authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorise the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase.

0202. Address of the Contractor and notices and communications on behalf of the Purchaser:

(a) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by speed post/registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by speed post/registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

0300. QUOTATIONS OF RATES BY CONTRACTORS

0301. The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a Private Purchaser, domestic or foreign as well as Government Purchaser.

0302. If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign as well as Government Purchaser for the stores of the same

Signature Not
Verified

Digitally signed by

Bharat Lal Mehta

Date: 2024.11.22

15:46:33 +05'30'

Reason: IREPS-CRIS

Location: New Delhi

अति

सेशन इंजीनियर/पहिया

जगद्वारी बर्कशाप

शलायक निर्माण प्रबन्धक

Asstt. Works Manager

जगद्वारी, जगद्वारी

जगद्वारी, जगद्वारी

जगद्वारी, जगद्वारी

उप मुख्य अभियन्ता

जगद्वारी, जगद्वारी

जगद्वारी, जगद्वारी

जगद्वारी, जगद्वारी

Page 6 of 88

nature, class or description, the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fail to do so or makes any mis-statement it shall be lawful for the Purchaser, (i) to revise the price at any stage so as to bring it in conformity with the sub-clause 0301 above or (ii) to terminate the contract and forfeit the amount of the Performance Guarantee Bond.

0400

COMPLIANCE WITH TECHNICAL SPECIFICATIONS

The tenderers shall clearly indicate their compliance or otherwise, against each clause and sub clause of the technical specification contained in Bid Document Part- II. The tenderers will have to attach scanned copy of requisite documents as specified in the technical specification/requirement in the PDF format in the **Attach Documents** template on "Techno Commercial Bid Details" form.

Offer of tenderers who do not comply to the above requirement are liable to be ignored.

0401

SPECIFICATIONS

Specifications indicated in Bid Documents Part-II may be obtained on payment from the following:

- (i) Indian Railway Standard Specifications from
 - The Controller of Publications, Civil Lines, Delhi - 110054, INDIA
 - Office of the High Commissioner for India, Publication Branch, India House, Aldwych, London-WC
- (ii) Indian Standards Specifications from
 - The Director General, Bureau of Indian Standards,
 - Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110001, INDIA
- (iii) Particular Specifications, Drawings and details from

Director General, Research, Designs and Standards Organization, Manak Nagar, Lucknow- 226 011, INDIA.

0402 The equipment's offered should be in accordance with the stipulated drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated and in such an event, a certificate from the users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more other countries. The names of those foreign countries should also be indicated.

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निमोण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जयपुरी बर्खास्त
N. Rly, Jagg, and Vaidya

उप मुख्य वरिष्ठ अभियन्ता
रेलवे जयपुरी बर्खास्त
रेलवे जयपुरी बर्खास्त

Page 7 of 88

0403 The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification. However, the decision of the Purchaser in this regard shall be final.

Two copies of the alternative specifications offered should be sent along with the offer. The Tenderer should also furnish "Statement of Deviations" from tender specifications (Annexure 9) along with the offer.

0404 The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure -9) indicating compliance or otherwise of each clause and sub-clause of specifications, which should invariably, be filled in and submitted along with the offer. Whenever the tenderer deviates from the provisions of a clause/sub-clause, he shall furnish his detailed justification for the same in the 'Remarks' column

0405 If the tenderer shall have any doubt as to the meaning of any portion or the conditions or of the specifications, drawings or plans, he shall contact the purchaser in writing at the purchaser's address specified in Bid Invitation/tender document and such request should be received not later than two weeks prior to the date for tender opening. It shall be the responsibility of bidders/tenderers to visit IREPS's website for corrigendum, if any and accordingly, submit their bids.

0500 **AGENTS/ASSOCIATES/SUBSIDIARY AND SERVICE FACILITIES IN INDIA (APPLICABLE FOR FOREIGN FIRMS ONLY)**

0501 The foreign tenderer shall include in his offer the name of the person or the firm who will be acting as his representative/agent/Associates/Subsidiary in India in respect of his offer. He shall also indicate the after sales service facilities which he or his representative/agent/Associates /Subsidiary has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide.

0502 Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates/subsidiary and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates/ subsidiary or the representatives they have for servicing in India. **They should quote net CFR price (indicating FOB price and Freight separately),** exclusive of the amount of remuneration or commission

0503

- (i) The name and address of the local agent/Associate/Subsidiary.
- (ii) The amount of remuneration for the agent/Associate/Subsidiary included in the offer.
- (iii) The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates/Subsidiary.
- (iv) The mutual interest which the manufacturer/principal and the Indian Agents/ Associates/Subsidiary have in the business of each other.
- (v) Any payment which the Agent/Associate/Subsidiary received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee or as remuneration.
- (vi) Indian Agent/Associate/Subsidiary's Income-tax Permanent Account Number.
- (vii) All services to be rendered by the Agent/Associate/Subsidiary whether of general nature or in relation to the particular contract and the facilities/Infrastructure available with them for the same.
- (viii) Past performance.

In the case of foreign offers, the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, agency commission finally payable to the tenderer's agents in India under the contract will be converted to Indian Rupees at the T.T. buying rate of exchange ruling on date of placement of Order and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful commissioning of the machines.

The amount of Agency Commission payable to the Indian Agent will not be more than what is specified in the Agency agreement

between the tenderer (i.e. the foreign principal) and the Indian Agent. A certified photocopy of the Agency Commission agreement must be submitted along with the offer.

0506

The Indian agent will be required to submit a certificate, along with their Agency Commission bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s..... (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the aforesaid indicated confirmation coming to light during such examinations will make the foreign principal(i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, duly following laid down procedure of such banning/suspension of business dealings.

0507 Manufacturer may note that an agent/Associate/Subsidiary can represent only one firm in a tender and any manufacturer cannot submit more than one offer against a tender through different sole selling agents or one offer directly and other offers through sole selling agents. In other words, in a tender, either the Indian agent/Associate/Subsidiary on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm cannot bid through another agent. The relation between the Principal/OEM & Agent or Indian Subsidiary (100% or otherwise) or Associate should be contractually established and clear.

0508 The agent/Associate/Subsidiary is official representative of manufacturer/principal/tenderer. Accordingly, manufacturer/principal/tenderer shall be fully responsible for the conduct of their appointed agent. This may please be noted.

0509 Foreign firms may authorize their Indian Agent/Associate/Subsidiary to represent them, to bid, negotiate and conclude the contract on their behalf. They must submit valid authorization as per Annexure-4. The order/contract shall be directly placed in the name of foreign firm only and they shall be fully responsible for successful execution of contract in all respect. Offers from other agents, brokers and middlemen will not be accepted. One agent can not represent two or more foreign firms or quote on their behalf in a particular tender. Indian manufacturers are required to quote

Page 10 of 88

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशाप
N. Rly. Jagadhri W

उप मुख्य यंत्रि अभियन्ता
उ० र० ज० न० वर्कशाप

page 10 of 25

directly and no authorization to any agent by them shall be acceptable.

0510 Offer shall be as per the Instructions_to_Tenderers_for_Electronic_Tender_Rev._1.19_September_2022 and Bid Document Part - I. However the tenderer shall indicate his acceptance or otherwise for each clause and sub-clause of the Instructions_to_Tenderers_for_Electronic_Tender_Rev._1.19_September_2022 and Bid Document Part-I. For this purpose, the tenderer shall enclose a separate statement (Annexure - 8) indicating only the deviations from any clause or sub clause of the Instructions_to_Tenderers_for_Electronic_Tender_Rev._1.19_September_2022 which he possesses with full justification for such deviations. The purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

The Performance Guarantee bond shall be furnished by the foreign firms necessarily as per clause 2300 of Bid Document Part-I.

0600 **QUALIFYING REQUIREMENTS OF TENDERERS**

0601 The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that —

- (a) He is a manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
- (b) He has financial strength and resources to meet the obligations under the contract for which he is required to submit duly audited Annual financial statements (Balance sheet, profit & loss account etc.) for the last 3 years or a report from a recognized bank or a financial institution on financial position.
- (c) He has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
- (d) He has established quality control system and organization to ensure adequate control at all stages of the manufacturing process.
- (e) He satisfies the provisions mentioned in "Special conditions of tender (Reference Clause)" contained in "Special Conditions of Tender".

0602 For purposes of clause-0601, the tenderers should additionally submit:—

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर क्षेत्र, जमाखोर्क वर्कशाप
N. City, Jangpore Workshop

उप मुख्य प्रौद्योगिकी अभियन्ता

page 11 of 25 ड० र० ज० य० वर्कशाप

- (a) A performance statement as in Annexure-1, giving a list of major supplies of same/similar equipment's effected in last 5 years or for such period as specified elsewhere in Bid Document & special conditions of tender of the Items offered by him, giving details of the User's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule. Such period shall be reckoned from the date of opening of tender.
- (b) "The status of performance of firm (including performance statement or performance certificate) shall be reckoned as on the date of tender opening and not thereafter for assessing the performance of the firm in a tender. Any improvement in performance by a firm after tender opening date shall not be considered while considering the offer in the tender."
- (c) A statement indicating details of equipment deployed and quality control measures adopted by the manufacturer as in Annexure-2.

0603 In addition to the above, further information regarding his capacity, capability, if required by the Purchaser, shall be promptly furnished by the tenderer and he would offer all facilities to representative of Purchaser for assessing capacity, capability by actual visit to his works/office.

0604 *The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted by along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self - attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.*

0605 *NORTHERN RAILWAY reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the NORTHERN RAILWAY, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NORTHERN RAILWAY shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NORTHERN RAILWAY thereunder.*

0606 The evidence/documents submitted for meeting the qualifying requirements, if found false/fake/forged/manipulated at any stage during evaluation of offers and or even during the currency of Contract, the purchaser reserves the right to summarily reject the offer or terminate the Contract at his risk and cost and take action as per applicable law including banning of business dealings etc.

0607 Make in India Consideration: As specified vide Para 2.4.2 of Instructions_to_Tenderers_for_Electronic_Tender_Rev._1.19_September_2022 shall be applicable in the tender as per Public Procurement (Preference to Make in India) Order 2017 Dated 15.06.2017 and subsequent revisions.

Moreover 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 practising Cost Accountant or practising Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.

0608 Restriction of procurement from the bidders from countries sharing land border with India as specified vide Para 2.4.3 of Instructions_to_Tenderers_for_Electronic_Tender_Rev._1.19_September_2022 shall be applicable.

The successful bidder shall not be allowed to sub contract works to any contractor from a country which share the land border with India unless such contractor is registered with competent authority.

Notwithstanding above, the terms and conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

0700 **EARNEST MONEY/BID GUARANTEE**

0701 Earnest Money/Bid Guarantee for amount as stipulated in the "Bid Invitation" or an equivalent amount in the currency of the country of the tenderer shall accompany each tender as under:

Estimated Value of Tender	EMD (Rounded Off to nearest higher Rs.10/- (Ten))
Above Rs.25 Lakh and upto Rs.50 Cr.	@ 2 percent of the estimated value of the tender subject to maximum Rs.20 Lakh.
Above Rs.50 Cr.	Rs.50 Lakh.

Tenderers not falling in the exempted categories mentioned in the Instructions_to_Tenderers_for_Electronic_Tender_Rev. _ 1.19 _September_2022 may remit the Earnest Money online through Payment gateway available on IREPS website.

For Global Tender

Besides above, Indigenous Tenderers, Foreign Tenderers, Indian Agents quoting on behalf of foreign tenderers can also submit Earnest Money, in physical form (Manual Mode), as mentioned under:

Note: However, in Global tender also, online payment of EMD shall be preferred. In case the tenderer wants to submit the EMD/Bid Guarantee in manual form, then the reason thereof and inescapability of submitting the same online via IREPS Website should be elucidated in detail.

- (a) Deposit receipt, pay orders or crossed Bank Draft in favour of the Financial Advisor & Chief Accounts Officer, Baroda House, Northern Railway, New Delhi -110001, INDIA, from a Nationalised Indian Bank or Scheduled Commercial Bank in India or a reputable commercial Bank of the tenderer's country.
- (b) Indian Agents can pay Bid Guarantee, If authorized by the bidder, in manner other than bonds of IRFC and KRCL. In such case, the Proforma for Bank Guarantee shall be as per Annexure-3A.
- (c) An irrevocable Bank Guarantee of any Nationalised Indian Bank or a Scheduled commercial bank in India or a reputable commercial bank in the tenderer's country in favour of the Purchaser in the form attached (Annexure-3) having a validity period of 225 days. In case, the Bank Guarantee is issued by a foreign bank outside India, the same should have confirmation of any Nationalised Bank in India. It shall be ensured that the complete particulars of the Banks' (issuing bank guarantee) mailing address including telephone no., fax no. and E-mail ID are invariably indicated on the bid bonds. For avoidance of doubt, scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act 1934.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the Northern Railway (Beneficiary). Northern Railway's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New

Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to Stores Branch, Northern Railway, Baroda House and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

(d) **Deleted.**

(e) The tenderers will have to submit the details of payment towards Earnest Money on IREPS website as follows:-

- Tenderers shall search for the relevant tender using the links (a) **quick search** or (b) **advance search** provided in their home page after logging into the system using their valid Username, Password & Digital Signature.
- On retrieving the tender details, they shall click on the Submit Payment Details icon under Actions column to access the Submit Payment Details Page. The vendors shall then click on the Submit EMD link on the Submit Payment details page. Vendors may note that Submit EMD link becomes available only after the tenderer has submitted tender document cost (or has chosen the exemption category for tender document cost, if applicable). They will then select the Instrument Type, and fill the columns 'Instrument No., Date, Issuer Bank Details (Bank Name & Branch) and Remarks, if any'. They shall then click Sign & Submit button and append their digital signature.

On completion of the details, vendors will have to upload scanned copy of the instruments towards Earnest Money in the template **Attach Documents** on 'Techno Commercial Bid Details' form.

Tenderers shall send the original document of the instrument towards Earnest Money, per bearer or by Registered Post/Speed Post to "**Office of the Principal Chief Materials Manager, Northern Railway, Baroda House, New Delhi- 110 001**" duly indicating the Tender Number and Tender Closing Date on the reverse of the instruments. The envelope containing the Earnest Money shall not contain financial or techno- commercial offer, and any such offers found in the envelope will be treated as invalid offers and will not be considered. The envelope should be superscribed as under:

"Contains Earnest Money Deposit / tender document cost for Electronic Tender No<**mention tender no. here**> due on <**mention opening date here**>. This envelope does not contain financial or techno- commercial terms and conditions".

Page 15 of 88

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30'
Reason: IREPS-CRIS
Location: New Delhi

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगन्नी बरकशाप
14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100

उप मुख्य चिकित्सक अभियन्ता
उ० रेलवे, उत्तर बरकशाप

In case several documents like instrument towards Tender document cost, Earnest Money, authorization letter, NSIC registration certificate etc. are to be submitted by the tenderer, all these documents can be put in the same envelope, with suitable modification in the remarks to be superscribed on the envelope.

Tenderers shall ensure that these documents are delivered in 'Office of PCMM/Northern Railway, Baroda House' within 10 working days of the tender closing date and time, otherwise their offer shall be treated as "Offers received without Earnest Money" and will be **summarily rejected**. This office will not be responsible for any postal delay in receipt of envelopes containing the Earnest Money.

0702

The Earnest Money/Bid Guarantee shall remain deposited with the Purchaser for a period of 225 days from the original date of opening of Tender. If the validity of the offer is extended, the Earnest Money Deposit/Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

Note: If the date of opening of Tenders is postponed, the Earnest Money/Bid Guarantee submitted by the bidder should be got extended suitably (to make it 225 days from the revised tender opening date). The extended Earnest Money/Bid Guarantee should be received in the office of PCMM, Northern Railway, Baroda House, New Delhi-110 001 within 15 days of the revised tender opening date failing which the offer will be summarily rejected.

0703 No interest will be payable by the Purchaser on the Earnest Money/Bid Guarantee.

0704 The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.

0705 The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (clause-2300 of this document) is furnished.

0706 **Deleted.**

0707 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.

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

रतनाशंकर निरंजण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगन्नी बरकशाप
नई दिल्ली, 110 001

page 16 of 25

Page 16 of 88

उप मुख्यालय आपयन्ता
30 रेल जगन्नी बरकशाप

- (c) Validity of offer expires and bidder refuses to extend validity of offer.
- (d) After finalization of tender successful bidder submits required SD.
- 0708 Any tender not accompanied by Earnest Money in one of the approved forms given in clause 0601, for amount as stipulated in the "Bid Invitation" and valid for the stipulated period shall be summarily rejected.
- 0709 There shall be no exemption from submission of Earnest Money for any tender or by any tenderer except for the conditions mentioned in Para 3.3 of Instructions_to_Tenderers_for_Electronic_Tender_Rev._1.19_September_2022.
- 0710 Deleted
- 0711 Tenderers submitting Earnest Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection of the BG:
- The Bank Guarantee should be executed on non-judicial stamp paper of appropriate value as applicable at the place where the bank guarantee is executed.
 - Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.
 - All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank and the notary public as well.
 - The Bank Guarantee should be in the prescribed format (Annexure-3 of Bid Document Part-I) and completely in the typed form.
- 0800 **LOCAL CONDITIONS:**
- 0801 It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Purchaser.

0900 SOURCE OF FINANCING

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्य प्रबंधक अभियन्ता
उ० रेलवे जगधरी वर्कशॉप

Page 17 of 88

Foreign Exchange required in case of import will be financed from free source or from a bilateral credit. In case of orders placed for financing from bilateral credit organisations necessary documentation & certain terms & conditions will be negotiated before placement of order.

1000 **PRICE BASIS AND INDEMNITY**

1001 Foreign tenderers shall quote his prices on the basis of **CFR price (indicating FOB price and Freight separately)**, nearest port of shipment having facilities to handle the same, at the Indian Port of Entry Indicated in the Schedule of Requirement.

1002 Under the CFR (also referred as C&F) price, the FOB price and the ocean freight charges shall be indicated separately.

1003 The terms FOB and CFR shall be as defined in the current edition of International Rules for the interpretation of the trade terms published by International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.

1004 These prices should not include agency commission payable to Indian Agents/ which shall be exhibited as already indicated in clauses-0502 and 0503. The Indian Agent's commission shall be shown in foreign currency as a definite amount and not as a percentage.

1005 The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or in U.S. Dollars or in any other currency widely used in International trade. However, if the goods offered are manufactured in more than one country; the tenderer may state portions of the bid price in the respective currency of the country of origin in which he wishes to be paid. The bid price shall be the total of such portions. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars or in any other currency widely used in international trade. The portion of the bid price relating to components of Indian origin to be incorporated in the plant and or installation of plant shall be invariably stated in Indian Rupees. Firms belonging to countries with which Government of India have Rupee Payment Agreements should quote the entire bid price in Indian Rupees.

1006 In case of invitation of bids on DDP (Delivered Duty Paid) destination basis, the tenderers are required to quote their price indicating the break- up of following items of cost:

A Foreign Tenderers

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निरीक्षण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्य अभियन्ता
उ० रेलवे जगधरी वर्कशॉप

Page 18 of 88

- 1) CIF Cost of imported portion.
- 2) Agency Commission
- 3) Lump sum DDP charges in Indian Rupees which include Customs Duty, port handling, custom clearance, inland freight from Indian Port to the site. These charges will be reimbursed at actuals subject to maximum of quoted amount against documentary evidence. The supplier shall be entirely responsible for the receipt of the machine at the destination in good condition.
- 4) FOR destination price of indigenous portion.
- 5) If required, charges for making the foundation for the machine at site,
- 6) If required, charges for installation and commissioning of the machine at site.
- 7) Price of any other items as mentioned in the tender documents.
- 8) LC opening charges will be loaded on foreign portion at rate of 0.45% on FOB cost.

B Indian Tenderers

Indian Tenderers are required to quote on "Free delivery at consignee's site" basis. They shall furnish break up of prices as per IREPS tender document. They shall also quote, if required, charges for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.

1007 Currency of Payment

The contract price will be normally paid in the currency or currencies in which the price is stated in the successful tender. However, Purchaser reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment.

1008 In the case of foreign offers, the Purchaser reserves the right to consider either F.O.B. or C&F quotations. In the event of an order being placed on C&F basis, the Purchaser will have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the Contractor.

1009 The prices quoted shall be firm and not subject to any variation. In the case of C&F delivery, ocean freight charges included must also be firm and no variation will be allowed on this account after the opening of tenders.

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N.Rly, Jagadhari Workshop

उप मुख्य अभियंता
उत्तर रेलवे, जगधरी वर्कशॉप
N.Rly, Jagadhari Workshop

Page 19 of 88

1010 The tenderers should quote their lowest possible prices. Quotations should be made only for quantity specified in the tender document.

1011 Tenderers submitting indigenous offers shall indicate the price on "Free delivery at consignee's site" basis. Such price shall include all **State and Central Taxes** leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, taxes and other levies, packing charges, forwarding charges, freight and insurance charges and other charges, if any, shall also be given.

1012 The price to be quoted by the tenderers should take into account the credit accrued/availed on inputs (on revenue and capital goods and service) as per rules and regulations applicable at time of supply.

1013 Deleted

1014 **Higher Price for Earlier Delivery**

It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the Contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price, total cost at consignee's site including all elements of freight, **taxes, duties and other incidentals**, in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.

1015 In case of import under DDP contracts, the bidder is required to indicate relevant custom tariff and classification which applies to the tendered item giving break up of basic custom duty, additional custom duty, special custom duty and CVD/**GST/IGST** etc. He will also confirm/agree to pass on exemption /concession /**Input Tax Credit on GST/IGST**, if any, to the purchaser.

1016 **Statutory Variation clause**

Statutory Variation in taxes and duties, or 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 Railways' 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. This clause shall be read with clause 1211(vi) & clause 2800 and 2900 of Bid Document Part-I.

1017 The bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.

1018 In case the successful bidder/tenderer is not liable to be registered under CGST/IGST/UTGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

1100 INSURANCE

1101 In the case of FOB and C&F offers, insurance shall be arranged by the Purchaser.

1102 In the case of indigenous offers, the purchaser shall not arrange for any transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition in destination. Where the tenderer intends to insure the goods, he may arrange for it himself and pay insurance charges. Insurance charges should be indicated by the tenderers separately in their offer and same shall be paid on the submission of documentary evidence by the tenderers. The consignee will advise the tenderer within 45 (forty five) days of the arrival of goods and it shall be responsibility of the tenderer to lodge the necessary claim on the carrier and or insurer and pursue the same. The tenderer shall, however at his own cost replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.

1103 In case of Import of the machine, although the insurance shall be paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for

settlement of Insurance claim so that machine is commissioned within the time specified in the contract.

1200 EVALUATION OF THE OFFERS

1201 The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the Purchaser, as specified in the specifications and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

1202 Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid price as payable, to the local currency of the Purchaser's country at the B.C. selling market exchange rate established by State Bank of India in the Purchaser's country for similar transactions; as on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders). All other duties such as custom duty etc. prevailing on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders) shall be loaded / considered for inter-se position of offers.

1203 Generally, the quotations are required on "Free delivery at consignee's site" basis indicating the breakup FOR station of dispatch, freight & other levies. In case, the Purchaser agrees or opts for delivery as FOR station of dispatch, the supplier shall agree to book the goods freight pre-paid and recover the freight element through the bill subject to documentary evidence and within the limit of freight as taken for evaluation.

1204 The Purchaser reserves the option to give a purchase/price preference to the offer from Public Sector Units and/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 cannot however be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness.

1205 The offers received from indigenous tenderers should indicate clearly the rates of **taxes and duties** as leviable on particular item on the date of tender opening. In case concessional duty or taxes are applicable, the tenderer should quote accordingly.

1206 **Deleted**

1207 **ENTRY TAX:-**

Entry tax is generally not applicable. However, if tenderer still want to have it paid extra, he should clearly specify the

Page 22 of 88

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30'
Reason: IREPS-CRIS
Location: New Delhi

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगाधरी बर्कशाप
M Rly, Jagadhri W/Shop

उप मुख्य अभियन्ता
उ० रेलवे, जगाधरी बर्कशाप

applicable percentage in their original offer. The same will be added to the quoted rate for working out all-inclusive rates for deciding the inter-se ranking of the tenders. However, the entry tax amount will be reimbursed based on the documentary evidence subject to the ceiling limit as quoted by the firm. In case, tenderer merely quotes entry tax as extra without mentioning the specific rate applicable, then in that case same will not be considered and will also not be loaded in deciding inter-se ranking of the tender and if it becomes applicable, same is to be borne by the supplier. Therefore, if the tenderer desires to claim such charges, they should quote specific rate in their original offer.

1208

Criterion for evaluation of offers/deciding inter-se-position of offers: - Unless otherwise specified under specific tender cases separately, in case of multi items or in case of single/multi items with multi consignees, the inter-se position of the offer received shall be decided item-wise & consignee-wise and not based on the total value as a whole.

1209

All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated in evaluation criteria mentioned in Bid Document. Foreign offers received on CFR **price (indicating FOB price and Freight separately)** basis, the total landed price will be arrived at by including the following:

- a) CIF cost will be calculated by adding following elements to the quoted **CFR** rates (excluding agency commission)
 - i) In case firm does not quote Ocean freight and quotes FOB price only even by selecting C&F option in IREPS site, Ocean freight will be loaded @ 10% of FOB price. If ocean freight is quoted "Zero", the FOB price will be considered as inclusive of Freight and Freight charges will be borne by the bidder.
 - ii) Insurance charges as per Indian Railways Open Cover Policy
- b) Port handling charges @ 1% on CIF cost.
- c) Applicable custom duty on assessable value (= CIF cost + Port handling charges @1% on CIF cost).
- d) Agency commission, if any.
- e) Inland transportation cost @ 0.5% of FOB price.
- f) Other charges as leviable (such as L/C opening charges, Inspection charges) and as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any).

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
15:46:33 +05'30'
Reason: IREPS-CRIS
Location: New Delhi

सहायक निरीक्षण इंजीनियर/पहिया
जगधरी दर्कशाप

सहायक निरीक्षण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशाप
N. Rly, Jagadhri W/Shop

उप मुख्य अभियन्ता
उ० रेलवे, जगधरी वर्कशाप

Page 23 of 88

Foreign offers shall be evaluated on the above basis. In case of FOB contracts, if the actual Ocean freight charges of SCI are higher than the Ocean freight quoted by the firm, then the difference in ocean freight shall be recovered from firm's bill.

1210

Discounts with conditions attached such as discounts having linkages to quantity, early payment 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 firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking.

Although the rates applicable without considering discounts attached with conditions or the highest of the rates of different quantity slabs shall only be considered for inter-se evaluation purpose, Purchaser may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

1211

TERMS FOR EVALUATION OF ELECTRONIC TENDERS

- (i) The commercial offer details shall be submitted by vendors using 'Financial Rate Page' form available on IREPS website having separate entry box for each element of price. The vendors must fill in basic rate and other rate components such as unconditional discount on basic rate, if any, packing charges on basic rate, forwarding charges, Taxes and duties, freight charges, other charges, if any, in the boxes provided in the 'Financial Rate Page' form. The all-inclusive rate per unit shall be calculated automatically considering all the elements of rate components, as filled by vendor before submitting the offer, and will be displayed before vendor submits his digitally signed electronic offers. Tenderers can edit any or all rate entries before submission and before digitally signing their electronic offers. Tenderers are therefore advised to check, and revise any or all the entries in the rate page before the same is digitally signed and submitted.

All offers will be evaluated after taking into account the all-inclusive FOR destination rate per unit, which will also be displayed to the vendor before submission of his electronic offer.

- (ii) Tenderers should quote financial terms and conditions in the nominated fields of 'Financial Rate Page' form only. Any financial terms and conditions mentioned in the fields other

than the nominated fields will be ignored and will not be considered for purpose of evaluation of offer to determine the inter-se ranking of the offer. Tenderers are advised not to quote any terms and conditions having financial bearing in any other template of 'Techno Commercial Bid Details' form except the 'Financial Rate Page' form, or in the Remarks field of the 'Financial Rate Page' form, as these will not be considered for evaluation of the offer. Similarly, any financial terms and conditions enclosed as attachments will be ignored and not considered for purpose of evaluation of offer to determine the inter-se ranking of the offers. However, Railways at their own discretion may avail the benefit of such conditions while placing purchase order, if the offer is considered for placement of order.

Nothing extra shall be payable over and above the all-inclusive rate shown in the financial offer, except on account of Statutory Variation, if applicable. Digital Signature of the tenderer on the E-tender form shall be construed as confirmation that the tenderer has read and accepted this condition.

- (iii) The tenderers shall quote specific freight charges in the relevant field of financial rate page. Ambiguous remarks like 'freight extra at actuals', 'freight shall be charged extra', 'Railway freight shall be charged extra' etc., mentioned in the 'remarks' field or elsewhere in the electronic offer or attachments shall not be considered for evaluation. However, freight charges shall not be payable if the offer is considered.
- (iv) The tenders will be evaluated by the Purchaser on the basis of overall cost at consignee's site to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents. Wherever more than one consignee/machines are involved, unless specified otherwise in the tender document, tender would be evaluated and inter-se ranking of the tenderer would be made for each machine wise consignee wise.
- (v) The inter-se ranking shall be determined by considering the taxes & duties applicable on the date of tender opening and the inter-se ranking arrived at in such manner shall be taken as final. In case of reduction in taxes and duties, the taxes and duties will be paid as per rate thereof prevailing on the date of supply.