



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

SECTION-I

INSTRUCTIONS TO TENDERERS :

1. No erasures, alternations or over writings are permitted on the Tender. The Tender with erasures, alterations or over writings is liable to be invalidated.
2. The terms & language used in filling of tender must be clear and precise.
3. No alteration will be allowed after the Tender is received by the Controller of Stores.
4. Sales Tax and other taxes where leviable and intended to be claimed from the purchaser in addition to the rates quoted should be specified on the Tenders quoting Sales Tax Registration No. in the case of Sales Tax. Where this is not done, no claim for such taxes will be admitted at the later stage and on any ground whatsoever.
5. Prices are to be quoted both in words and figures and should be strictly in accordance with the units specified in the enquiries. Otherwise, quotations are liable to be passed over.
6. Tenderer must quote a firm price, only in exceptional cases where there are rapid fluctuations in the prices of raw material etc. and stipulation of price variation clause seems inevitable, the same may be stipulated linking it with whole sale price index or with published price of raw materials by Govt. recognized organizations such as IEEMA, SAIL, MMTC, HZL etc. The offers with price variation clause without any specific clear formula shall be treated as in-complete offer.
7. For manufactured items, the Tenderers shall give the address of their workshop where the items will be manufactured.
8. **Tender Papers** : The intending Tenderer is advised to study these tender papers carefully. Any submission of tender shall be deemed to have been done after careful study and examination of the tender papers with a full understanding of the implications thereof. The specification for the stores shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in this Tender. Failure to adhere to anyone or all of these instructions may render their offer liable to be ignored without any reference.
9. **General** : All documents and entries in the Tender shall be either type written or in ink and in English. All prices shall be written, both in figure and in words. Tenders with rate/unit overwritten, erased or rates not expressed in words are liable to be ignored. If rate expressed in figures and words do not agree then the higher of the two rates will be ignored.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

10. Clarifications :

- 10.1 Any clarifications required in regard to this Tender may be obtained from the Controller of Stores, SECR, Bilaspur.
- 10.2 Where stipulated, the firms may see the sample/drawing in the office of the Controller of Stores, SEC Railway up to 3.30 PM on working days.

11. Signing of Tenders :

- 11.1 Any individual/s signing the Tender or other documents connected therewith should specify that he is signing :
- i) As sole proprietor of the concerns or his attorney.
 - ii) As a partner or partners of the firm.
 - iii) As a Director, Manager or Secretary in the case of a Limited Company.
- 11.2 In case of firm not registered under the Indian Partnership Act, all the partners or the Attorney duly authorised by all of them should sign the Tender and all other connected documents. The person signing the tender or any other documents in respect of the contract without disclosing his authority to do so shall be deemed to warrant his having authority to bind the contractor.
- 11.3 The Trade Licence, Income Tax Clearance Certificate etc. if the tenderer is a proprietorship concern, the partnership deed, firm's registration certificate and the power of Attorney, if any, executed by the firm, if the tenderer is a partnership firm, the Memorandum and Articles of Association, the Resolution of the Board of Directors and/or the Power of Attorney, if any, executed by the Company, if the tenderer is a company should be furnished to the Railway for examination, if required.

12. Tender Form :

Tenders not submitted in the proper Tender form may liable to be rejected. The tender should be signed by the tenderer on each page.

13. Deviation :

Tenderers must not that deviations from the tendered requirement and bid document conditions i.e. tender conditions will not normally be allowed i.e. not acceptable. If, however, they are considered necessary by the Tenderers then they must clearly indicate cogent reasons for deviations on the body of deviation statements provided for the purpose, indicating the reference of the particular clause/clauses against which the deviation is/are offered.

14. Earnest Money :

- 14.1 Deposit in cash, to be deposited with the Chief Cashier/Divisional Cashier, SEC Railway, R. E. Complex, Bilaspur 495 004.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

14.2 The Earnest Money should be in any of the following forms.

- i) Deposit in cash.
- ii) Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds. These forms of Earnest Money could be either of the State Bank of India or any of the Nationalized Banks.
Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer, S E C Rly., Bilaspur.
- (iii) Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds issued by all scheduled commercial banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer,
- (iv) The Bonds of Indian Railways Finance Corporation (in case of Bonds issued under noncumulative interest scheme, post dated interest warrants should be submitted along with the bonds and the interest warrant could be given back as and when the interest become due) and KRCL Bonds of Rs. 1000/- each.

14.3 When the suppliers undertake to keep the offers open for a particular period and if the offer is withdrawn or revised within the validity period, the Administration gets a right to forfeit the Earnest Money Deposit.

14.4 No interest will, however, be paid on Earnest Money.

14.5 In the event of the Tenderers have deposited the earnest money in cash, the number and date of the Cash receipt should be furnished in the Tenders in the space provided thereon, Original Cash Receipt, Pay Orders, Demand Drafts and Guarantee Bonds shall be attached to the original copy of the Tender.

15. Security Deposit

15.1 Unless otherwise agreed between the purchaser and the contractor, the contractor shall within 14 days of the acceptance of Tender, deposit with the Railway concerned, a sum equal to 5 percent of the total value of the Stores detailed in the schedule to the order for which the Tender has been accepted subject to a maximum of Rs. 1,00,000/- as security for the proper fulfilment of the contract.

15.2 The security deposit shall be paid in the manner prescribed below :

- (i) A deposit in cash.
- (ii) Government securities at 5% below the market value.
- (iii) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds of the State Banks of India or any of the Nationalized Banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer. Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer SEC Raliway, Bilaspur.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

- (iv) Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds issued by all Scheduled Commercial Banks. Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds should be drawn in favour of Financial Advisor and Chief Accounts Officer.
 - (v) A deposit in the Post Office Saving Bank.
 - (vi) 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 interest warrants could be given back as and when the interest become due) and KRCL Bonds of Rs. 1000/- each.
 - (vii) A percentage deduction, ordinarily 10 percent from the periodic payments made of account of work done or supply made.
 - (viii) Personal security of two persons of known probity and financial standing.
- 15.3 If the contractor, having been called upon by the purchaser to furnish security fails to make and maintain a security deposit within the specific 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 purchaser or the Government or any person contracting through the purchaser or otherwise howsoever; or,
 - (b) to cancel the contract or any part there of and to purchase or authorise the purchase of the stores at the risk and cost of the contractor and in the event the provisions of clause 0702 of the I.R.S. conditions of contract shall apply as far as applicable.
(Clause 0502 of the I.R.S. Conditions of contract)
- 15.4 No claim shall lie against the purchaser in respect of interest or cash deposit or Government securities or depreciation thereof.
(Clause 0503 of the Conditions of contract)
- 15.5 The purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit, in whole or in the part in the event of any default, failure or neglect on the part of the contractor in the fulfillment of 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 deducted from the said deposits any loss or damage which the purchaser may suffer or be put to by reason of or due to any act of other default, recoverable by the purchaser from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid, to call upon the contractor to maintain the said security deposit at its original limit by making further deposits, provided further that the purchaser shall be entitled to recover any such claim from any sum then due to which at any time thereafter may become due to the contractor under this or any other contract with the purchaser. (Clause 0504 of I.R.S. Conditions of contract)



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

- 15.6 Security deposit may not be taken from other Railway/Government departments and S. S. I. Units recognised by the N.S.I.C. in respect of single, limited and open tenders.
- 15.7 Those firms who were approved by RDSO, DLW, CLW, ICF, and CORE for the supply of Railway items but not registered with zonal Railways are exempted from security deposit in respect of contracts for those specific items for which they are registered .
- 15.8 The usual security should however be taken in case contracts are placed with unregistered firms/or for items for which the particular firm is not registered in respect of all tenders.
- 15.9 The rights of the tenderer to get back the security deposits arises from the date of the proper fulfilment of the contract, according to the terms and conditions incorporated in the contract.
- 15.10 The period of limitation for refund of Earnest Money as well as Security Deposit is three years as contained in Article 113 of the Indian Limitation Act. of 1963.
- 15.11 The claims for refund, if any beyond this period, should be treated as time-barred claims against the Railways.

- 16 The Tenderer should furnish Sales Tax Registration number in the Tender Schedule.
- 17 In case the Tenderer is an approved supplier to the DGS & D/RDSO or the Railways, or registered with National Small Industries Corporation, the Registration particulars should be furnished with attested photocopies of current registration certificate.
- 18 The origin of materials whether imported or indigenous should also be indicated in the Tender Schedule.
- 19 The firms quoting for products of the Small Scale Industries should indicate their NSIC Registration No. and Date and confirm that their enlistment with NSIC covers the item offered.
- 20 If the Tenderer deliberately gives wrong information in the Tender or creates circumstances in favour of acceptance of this Tender, The SEC Rly. Bsp. reserves the rights for rejection of the Tender at any stage.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

SECTION – II

GENERAL CONDITIONS OF CONTRACT

The supply shall be governed by the Indian Railways Standard Conditions of Contract, Indian Railway Code for the Stores Department and as amended from time to time and application on the opening date and as supplemented/amended by this bid document conditions.

In the event of the conditions in the bid documents coming in conflict with I.R.S, conditions of contract, the bid document conditions shall prevail.

SECTION - III

SPECIAL CONDITIONS OF TENDER

1. Deviations from conditions of contract :

- 1.1 All pre-printed conditions of Sales, Contract or Business or any other terms of like refers (in whatever mode or fashion they have been or are described, by the Tenderers) will be considered as withdrawn and in applicable to the quotation submitted.
- 1.2 In these conditions the supplier shall mean Contractor and the Purchaser shall mean the President of India as represented by he SEC Railway.
- 1.3 In case of any deviations from the General and Special Conditions of Contract, these must be clearly brought out in the statement of Deviations from the Standard terms and conditions enclosed with the Tender Schedule. In case, there is no deviation, the statement should be returned with the endorsement "No Deviation".

2. Deviation from Specification :

The Materials are required to be supplied in accordance with the description, specifications and drawings as per Schedule of Requirement cum Offer Form enclosed with the Tender Documents. In case there is any Deviation from Tender Specifications, this must be clearly brought out in the Statement of Deviations from Tender Specifications enclosed with the Tender Schedule. In case there is no deviation from the Tender Specification, the statement should be returned with the endorsement 'No Deviation'.

3. Income Tax Clearance Certificate :

Unless exempted by the Commissioner of Income Tax from production of Income Tax Clearance Certificate/Income Tax Validity Certificate (proof of this exemption should be produced along with the quotation), they should submit their quotation along with current Income Tax Clearance Certificate.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

3.1 In Special Cases :

For one reason or the other, if the Tenderer has not been able to furnish the current Income Tax Clearance Certificate along with the quotation, they should confirm in their Tender acceptance to the conditions that in the event of their tender being accepted, no payment shall be made to them for the materials supplied under the contract, nor shall they make any claim for any such payment unless and until their valid Income Tax Clearance Certificate is produced.

4. Prices :

4.1 The price should be quoted in the schedule of Requirement cum Offer Form enclosed with the Tender Documents.

4.1 The Prices should be firm without variation or escalations.

4.1.1 In exceptional case, escalation may be allowed on prices due to increase in cost of raw materials on account of Governments action provided the tenderer gives in his quotation in clear and unambiguous terms the formula applicable.

4.2 It should be noted that the Tenderer is responsible for the correctness of details of rates, duties etc. given in the tender and no subsequent alternations on the ground that details were wrongly furnished, will be allowed.

4.3 In case 'Material Price Escalation Clause' is accepted all claim made against this clause will be verified by the FA & CAO, SEC Rly. Bsp. with reference to the Firm's records. For this purpose, the firm should produce complete records, whenever called for examination/verification of their claims under escalation.

4.4 The Price quoted in the Tender, unless specifically mentioned to the contrary, shall be deemed to the inclusive of all Taxes, Duties, Royalties, Dues, Freight, Surcharges, Insurance, Wharfage, Packing and other charges paid.

4.5 The Tenderer is responsible for the correctness of the rates of Customs Duty, Countervailing Duty (Excise Duty) etc. which are included in their quotation and that no increase in price shall be allowed on the ground that these duties originally included in their quotations were wrongly calculated at rates lower than these prevailing at the time of tendering.

4.6 Adjustment due to statutory variation in the duties actually applicable, will, however, be allowed where admissible under the conditions of contract. The case of variation in the rate of Custom Duty and similar other charges, the actual amount of such duties of charges as on the date of importing of the materials to be reimbursed, shall have to be supported by documentary evidence of payment of those duties or other charges.

5 Book Examination Clause

5.1 The contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and furnish information any wise relating to



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

such transaction and produce before duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information or return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the Contractor under any statute, rules or orders shall be binding on the contractor.

- 5.2 The Contractor shall, if the authorised Government Officer so required (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's work for the purpose of examination the processes of manufacture and estimating or ascertaining the cost of production of the particulars. If any portion of the work be entrusted or carried out by a sub-Contractor or any of its subsidiary or allied firm or company the authorised Government Officer shall have the power to examine all the relevant book of such sub-Contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned above.
- 5.3 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the purchaser shall have the right to reduce the price and determine the amount to reasonable level.
- 5.4 Where a Contract-provides for book examination clause, the contractor or its agency is bound to allow examination of its books within a period of 60 days, from the date the notice is received by the Contractor, or its agencies calling for the production of documents. In the event of Contractor's or his agencies failure to do so he contract price would be reduced and determined according to the best judgement of the purchaser which would be final and binding on the Contractor and his agencies.

6. Price/Purchase Preference

- 6.1 **Higher Price for earlier delivery** : It should be noted that if contract is placed on a higher tenderer 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 the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F. O. R. destination, including all elements of freight, Sales Tax, local 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 an addition to end without prejudice to other rights under the terms of the Contract.
- 6.2 **Price Preference for Small Scale/Cottage Industries Units** : The purchaser reserves the option to give a purchase/price preference to the offers from Small Scale/Cottage Industries, 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.
- 6.3 **Purchase Preference** : The purchaser reserves the option to give purchase preference to public sector units in accordance with the policies of Government of India as prevailing during the finalisation of contract.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

7. Delivery

- 7.1 Unless otherwise agreed, the delivery period will be counted from the date of issue of Acceptance Letter issued by the purchaser.
- 7.2 In respect of Manufacturing items where phased delivery is required, the Tenderers shall clearly and specifically indicate in their offer the earliest possible date of commencement of supply and the monthly rate at which the materials would be supplied and the date of completion of the supplies.

8. Inspection

- 8.1 Inspection will be undertaken by the RITES or the Research Design and Standards Organisation (RDSO) of the Ministry of Railways or the Railways themselves, as decided by SEC Rly. Bsp.
- 8.2 In respect of those acceptance of tenders wherein Inspection as aforesaid have been stipulated or where inspection is at Seller's premises, the seller should notify the inspection authority the availability of materials for inspection at least 30 days before the delivery date with copies to consignee and the buyer.

9. Validity of Tenders :

The Tender shall be remain open for acceptance by the Purchaser for a minimum period of 120 days from the date of opening of the Tender during which period the Tenderer shall not withdraw his offer, nor amend or impair or derogate there from subject to the period being extended further if required by mutual agreement from the time to time. Any contravention of the above condition by the Tenderer will lend to forfeiture of his Earnest Money.

10. Warranty

- 10.1 Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards fro materials of the type ordered and in full conformity with the contract specification, sample, drawings, if any, and shall be operable, operate properly.
- 10.2 This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 24 months after their delivery at ultimate destination in India, or 18 months from the date of placing service at ultimate destination in India whichever shall be earlier except in respect of complaints, defects and/or claims notified to the contractor within 4 months of such date. Any approval or acceptance by the Purchaser of the stores or of the materials incorporated herein shall not in any way limit the Contractor's liability.
- 10.3 The Contractor's liability in this respect of any complains, defects, and or claims shall be limited to the furnishing and installation of replacement parts free of any charges or the repair of defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or materials or design in the manufacture of the stores, provided defects are brought to the notice of Contractor within 4 months of their being first discovered during the guarantee period and option of the payment of the value, expenditure and damage as thereafter mentioned.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

- 10.4 The contractor shall, if required, replace or repair the goods or such portion thereof as rejected by the Purchaser, free of cost at the ultimate destination or at the option of the Purchaser, the Contractor shall pay to the Purchaser value thereof at the Contract price and such expenditure and damages as may arise by reason of the breach of the condition herein specified.
- 10.5 All replacements and repairs that the purchaser shall call upon the Contractor to delivery or perform under this warrant shall be delivered and performed by contractor promptly and satisfactorily and satisfactorily within three months. If the contractor so desires, the replaced parts can be taken over by them/him or their/his representative in India for disposal as they/he deem/deems fit within a period of three months from the date of replacement of goods/parts. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

Bank Guarantee for Warranty

- 10.6 In case of all items of Plant and Machinery and such other items of stores where defects come to notice only after it has been put to use, the contractors shall be required to furnish, Bank Guarantee for 10 percent of the value of the contract from a Nationalised Bank valid for the Warranty period plus a further claim period of Six months to back up warranty obligation in terms of the contract.
- 10.7 The decision of the purchaser, in regard to the Contractor's liability and the amount, if any payable under the warranty, shall be final and conclusive.

11. Rejection of Stores:

The Contractor will be advised by the Purchser or his nominee of the rejection of any stores with instructions to remove the rejected materials within 21 days from the date of communication of the rejection failing which the Railway's responsibilities will cease and after that time they will remain at Contractor's entire risk and if not removed before a further period of 7 days, ground rent will be charged or demurrage at the goods tariff rate as the case may be or book the materials to the contractor 'Freight to Pay' without any further reference.

If in the openion of the inspecting officer, the materials is not worth returning the same will be thrown away or destroyed without afforsding any credit to the firm.

12 Test Certificates :

- 12.1 In case tests are prescribed inthe specification it is obligatory for the successful Tenderer to furnish the manufactorer's Test Certificate or any other Test Certificate specified in the Tender along with the supply of stores. In the event of their inability to furnish test certificate, the cost of the test to be carried out will be to the Tenderer's account.
- 12.2 Unless otherwise provided, the stores supplied to specification is liable to test by the Director, National Test House, Bilaspur, or any other reputed testing agency approved by the SEC Railway, as may be decided by the Railway and should such test or tests disclose supplies is being not equal to specification laid down, the stores shall be forthwith rejected and the costs of test recovered from the firm.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

- 13.0 The decision of the General Manager, SEC Rly. shall be final and binding and conclusive to all the parties to this contract on all questions relating to the meaning of the specification.
14. The purchaser shall not be bound to accept any Tender or to assign any reason for nonacceptance or rejection of a Tender. The Purchaser reserves the right to cancel or to accept any Tender in respect of the whole or any portion of supply specified in the Tender papers or to subdivide the quantum of supply among different Tenderers or to reduce the quantum of supply or to accept any Tender for less than tendered quantities without assigning any reason whatsoever.
15. The purchaser shall be entitled to appropriate towards the payment due to him by the Supplier in respect of any unfulfilled contract whatsoever from any payment due to the supplier or from the Security Deposit or both lying with the purchaser or any other Indian Railway or other Central Government Departments or the State Government.
16. **Excise Duty/Sales Tax :**
 - 16.1 As Excise duty is not leviable on post manufacturing charges or cost such as Freight/Transportation, Forwarding, Handling charges, etc. and also the cost of packing materials like empties/containers which are of durable nature and are refundable to assessee/suppliers. Tenderers are requested to indicate those charges separately in their quotation.
 - 16.2 In case the Excise Duty is leviable, the Tenderers are requested to indicate that Excise Duty is leviable extra and for that they should submit documentary evidence (i.e. Excise Gate Pass) in support of their claim of E.D. at the time of submission of bill for the supply.
 - 16.3 Tenderers to indicate clearly the applicability or otherwise of MODVAT rules to the item(s) in question.
 - 16.4 Where the rules are applicable, indicate the extent of financial benefit accruing to the supplier in respect of unit No. of the stores, and either agree to deduct this amount from the price of the supplier or deduct it from the cost quoted.
 - 16.5 In either case the price tabulating for the purpose of deciding the Tender will adopt the net (reduced) price.
 - 16.6 If the quoted rate attracts any excise duty to be payable extra by the purchaser (Rlys) the ex-works prices and the rate of excise duty will have to be spelt out by the tenderer clearly. Failure by the tenderer to do so shall render the tender offer being loadable with the highest standard rate of E.D. as applicable to any manufacturers of the particular item for the purpose of decision on the tender case.
17. Firm should quote on F.O R. or Free to Destination price. In case they quote Ex-Godown price they should invariably indicate the total freight charges Ex-their Works/Godown to Destination. In the event any offers do not specifically record anything about the FOR condition in their offer it should be assumed that their offer is FOR destination. This assumption will be final and binding on the offer and will not be subject to any legal dispute or Arbitration in future.



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

- 17.1 Tenderers should clearly indicate the exact rate of Sale Tax and Excise duty applicable (Even if included in the rate quoted) along with their S. T. Registration Number. If Excise Duty or Sales Tax is not quoted in the offer, the same will not be paid by the purchaser. If concessional Excise duty based on the turnover is applicable at the time of quoting and the tenderers wish that actual Excise Duty as applicable at the time of supply should be paid, then the Tenderers should clearly indicate that E.D. will vary. Based on this officers will be evaluated and the inter SE position of the tenderers will be arrived at, on the basis of such upper ceiling limit of E.D. or if they quote "ED at Actual" then the tenderers will be evaluated based on the basis of maximum rates of E.D. applicable for that item. In case, variation of E.D. on account of increase in turn over is not claimed in the offer, the purchaser will not admit any increase in E.D. due to turnover.
- 17.2 If Tenderers quote a lower Excise duty rate due to misclassification of the goods under Excise tariff rules, the purchases will not pay increased E.D. payable due to such misclassification.
- 17.3 Vague offers regarding Excise duty (like E.D. as applicable extra at the time of supply) without giving the above information are liable to be loaded with a maximum applicable rate of E.D. for that item, for the purpose of evaluation and inter SE ranking.
- 17.4 Whenever firm is quoting prices inclusive of excise duty then at the time of claiming payment firm will have to produce documentary evidence towards excise duty payment failing which no payment will be made.
- 17.5 If the tendering firm does not reserves their right to claim excise duty variation in future then no upward variation in contract price even on grounds of statutory variation will be admissible by the purchaser.
- 17.6 If it is a dutiable/taxable item, the current rate of sales tax/excise duty or any other taxes or duties legally leviable must be mentioned separately irrespective of rates being inclusive or exclusive of such taxes/duties. If the rate of sales tax/E.D. or any other taxes/ duties is not specifically mentioned, the rate will be treated as inclusive of the highest rate of taxes/duties as applicable for that item or as reasonably ascertained by the Railway and this fact viz. price is inclusive of taxes/duties at the rate of _____, will be incorporated in the 'PURCHASE ORDER'. And in such case, it would be the responsibility of the vendor to submit necessary documentary evidence. If the vendor fails to submit such documentary evidence along with his claim, payment will be regulated/effected as per the Section 64A of Sale of Goods Act, 1930 as amended from time to time.
- 18 Valid & Current STCC must accompany tender/bill to admit payment.
- 19.1 The Railway reserves the rights to procure bulk quantity from approved sources/ proven sources and may consider other firms for developmental order if it is deemed fit. The status of the firm shall be reckoned as on the date of tender opening and not thereafter, unless a case of downgrading/removal/suspension/banning.
- 19.2 RDSO-approved firms are to furnish current certificate of the RDSO approved for Special Steel items or such other items as are to be procured from only RSDO approved firms, failure to comply will mean their offers may liable to be ignored. Exceptions to this may only



To Provide Modern, Efficient, Safe & Customer Freindly
Railway Services in the region served by SECR

SOUTH EAST CENTRAL RAILWAY

be done, if the current (on date of tender opening) RDSO approval status is already available with the purchaser.

- 20.1 In Case of offer from foreign source, it is desirable that the offer is received direct from the foreign source in F.OB. price in foreign currency.
- 20.2 In case Indian agents quote on behalf of their foreign principals, then will quoting they are required to furnish the Foreign Principal's Proforma Invoice, along with their offer.
- 20.3 Only in exceptional circumstances, relaxation may be allowed to a tenderer to the extent of non-submission of Foreign Principal's Proforma Invoice at the time of submitting of offer by the Indian Agent but in such cases the tenderers i.e. Indian Agents will have to furnish requisite Proforma Invoice as mentioned above as early as possible after the tender opening.
- 20.4 The Tenderer must not the aforesaid condition of admission of furnishing Principal's Proforma Invoice has to be complied with and ultimate failure in this respect may make their offer liable to be ignored.
- 20.5 In case of Imported item, successful firms will be required to submit copy of Proforma Invoice of their Principals, Customs out-passed Bill of Lading etc. along with their supplies, in support of genuineness of materials.