

**STORES/EASTERN RLY  
TENDER DOCUMENT**

Tender No: 12225033

Closing Date/Time: 06/01/2023 13:30

**Principal Chief Materials Manager, Eastern Railway** acting for and on behalf of The President of India invites E-Tenders against Tender No **12225033** Closing Date/Time 06/01/2023 13:30 Hrs. Bidders will be able to submit their original/revised bids upto closing date and time only. Manual offers are not allowed against this tender, and any such manual offer received shall be ignored.

**1. NIT HEADER**

<b>Bidding type</b>	Normal Tender	<b>Template</b>	Normal
<b>Contract type</b>	Goods	<b>Contract Category</b>	Expenditure
<b>Tender No</b>	12225033	<b>Tender Type</b>	Open - Indigenous
<b>Evaluation Criteria</b>	Itemwise/Consigneewise	<b>Bidding System</b>	Single Packet
<b>Pre-Bid Conference Required</b>	No	<b>Pre-Bid Conference Date Time</b>	Not Applicable
<b>Tendering Section</b>	12		
<b>Inspection Agency</b>	CONSIGNEE	<b>Publishing Date / Time</b>	07/12/2022 17:23
<b>Bidding to be Done on</b>	IREPS		
<b>Procure From Approved Sources</b>	No	<b>Approving Agency</b>	Not Applicable
<b>Closing Date Time</b>	06/01/2023 13:30		
<b>Validity of Offer ( Days)</b>	90	<b>Ranking Order for Bids</b>	Lowest to Highest
<b>Tender Doc. Cost (INR)</b>	0.00	<b>Earnest Money (INR)</b>	0.00
<b>Tender Title</b>	Spares for Track Machine Clamp roller with nut		

**2. ITEM DETAILS**

S.No.	PL Code (Group)	Item Type GST(Y/N)	Stock / NonStock	Ordering	Consider For Eval	Approving Agency	Inspection Agency	Currency Allowed	Estimated Rate
1	6015N001	Goods (Y)	Non Stock	---	Yes		CONSIGNEE	INR	
<b>Description</b> :Clamp roller with nut, Part No-DL150.011 Pos 28.Nut pt.no. DL150.11A pos no.21 under main drawing no. UD1501VZ. Make: Plasser or Equivalent. [ <b>Warranty Period</b> : 6 Months after the date of delivery]									
Consignee			CDMS/TMC/BGA , ER			West Bengal		90.00 Numbers	

**3. T AND C**

**F.O.R**

<b>Description</b>	
	Destination

**Delivery Period**

Description	Delivery /Completion	Rate of Supply
For all items	<b>Completion</b> : Within 60 Days	---

**Payment Terms**

S.No	Description
<b>Payment Terms</b>	
1	100% payment against receipt, inspection and acceptance of material by the consignee at destination

**Statutory Variation Clause**

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S.No	Description
1	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 mis classification by the supplier/ contractor.

**4. ELIGIBILITY CONDITIONS**

**Special Eligibility Criteria**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Special Eligibility Criteria In case OEM prefer to quote by their authorised agents/dealer. In such case firm must upload valid tender specific authorisation of OEM along with the offer. Failing which the offer will be summarily rejected without back reference. Railway Reserve right to place bulk order on firm having satisfactory past performance of supply of same/similar items for at least 20% of tender quantity in preceding three years. Past performance documents to be uploaded along with offer failing which their offer will be summarily rejected.	No	Yes	Allowed (Optional)

**5. COMPLIANCE CONDITIONS**

**Commercial-Compliance**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	Yes	Yes	Not Allowed
2	1) All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST law. 2) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST Act, the Railway shall deduct the applicable GST from his/their bills under Reverse Charge Mechanism(RCM) and deposit the same to concerned tax authority. 3) The offers shall be evaluated based on the GST rate as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number. Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder. 4) Wherever the successful bidder invoices the goods at GST rate of HSN number which is different from that incorporated in the purchase order, payment shall be made as per GST rate which is lower of the GST rate incorporated in the purchase order or billed. 5) Any amendment to GST rate or HSN number in the contract shall be as per the contractual conditions and statutory amendments in the quoted GST rate and HSN number, under SVC.	No	No	Not Allowed
3	EMD (Earnest Money Deposit): EMD will be applicable as per clause No. 8.0 (Section-1) of instruction to Tenderers for e-Tender and General Tender conditions for Tenders except Global Tender, Revision-1 (GTC) of Eastern Railway available in the IREPS. All the vendors, exempted from submitting the EMD, shall be required to sign a bid security declaration as per Annexure-3.7 and/or sign the BID security declaration at the time of bidding, failing which their offers will be summarily rejected.	No	Yes	Allowed (Optional)

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4	SD (Security Deposit): This will be applicable as per clause No. 9.0 (Section-1) of Instruction to Tenderers for e-Tender and General Tender conditions for Tenders except Global Tender, Revision-1 (GTC) of Eastern Railway available in the IREPS.	No	Yes	Allowed (Optional)
5	Please enter the percentage of local content in the material being offered. Please enter 0 for fully imported items, and 100 for fully indigenous items. The definition and calculation of local content shall be in accordance with the Make in India policy as incorporated in the tender conditions.	No	Yes	Not Allowed

**General Instructions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Settlement of Disputes: Mode of settlement of disputes/differences, arisen out of the contract if any, between the purchaser and the supplier shall be made through Arbitration, which shall be governed by the provisions under clause 2900 of IRS Conditions of Contract, with latest amendments and/or further amendment thereafter if any. Ref.: RB letter no. 2018/TF/Civil/Arbitration Policy dated 12.12.2018.	No	No	Not Allowed
2	In terms of DPIIT/Ministry of Commerce and Industries order no.P-45021/2/2017 PP (BE-II) dated 16.09.2020 and keeping in view with the public procurement (preference to Make in India) order 2017 as amended time to time, only class 1 and class 2 local supplies are eligible to participate in this tender. For detail Clause no.28.0 of General Tender Condition to be referred.	No	No	Not Allowed
3	Court Jurisdiction: For any disputes related to contract or inspection/action by Inspecting Agency, the court jurisdiction would be the Head Quarters of the Zonal Railway, where the contract agreement has been signed.	No	No	Not Allowed
4	[1] Bidders are advised to go through the latest Eastern Railway General Tender Condition of stores department available at <a href="http://www.ireps.gov.in">www.ireps.gov.in</a> for Earnest Money Deposit, Security Deposit, Liquidated damage and other clauses and instructions. [2] Any technical clarification regarding drawing/Specification can be obtained from the office of PCE/ER. [3] Firm willing to avail benefits of micro and small enterprises, must submit documentary evidence of being micro or small enterprises for tendered item in the certificate issued by nodal agencies as per public procurement policy, failing which firms status will be treated as Non-MSE firm. [4] Make in India policy of Government of India shall be applicable as per clause 28.0 of General Tender Conditions.	No	No	Not Allowed

**Other Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	Inspection- Inspection by RITES against MTC/GC if PO Value is more than or equal to 5 Lakh and By consignee against MTC/GC if PO Value is less than 5 lakh.	No	No	Not Allowed
2	FOR : Destination	No	No	Not Allowed
3	Mode of Dispatch : By Road	No	No	Not Allowed
4	1 Validity of Offer: No deviation from the offer validity period stipulated in the tender is permitted. 2 Payment Terms: No deviation from the Payment Terms stipulated in the tender is permitted.	No	No	Not Allowed
5	[1] Makers name [and/or Brand] must be mentioned in the offer. If no make is mentioned, it will be presumed that stores will be of bidders own make.	No	No	Not Allowed
6	Materials to be delivered at CDMS/TMC/BGA at CPOH/KPA , Eastern Railway	No	No	Not Allowed

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7	The bidder should upload the performance statement supported by copies of Contact /Purchase order , Inspection certificated , Receipt Note/Delivery documents/ Tax invoices /Receipted challans .	No	No	Allowed (Mandatory)
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**Special Conditions**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	GUARANTEE/WARRANTY 1)All spare parts to be supplied are to be warranted for a period of six months from the date of its fitment 2) The contractor should certify that the stores which are supplied shall be manufactured fully in accordance with specification. In all cases the contractor guarantees that its design shall strictly follow the as made detailed drawing with such modification as are notified in respect of such type. 3) The contractor further give warranty that the stores shall be free from any defects in material and workmanship. The contractor shall be liable to arrange the necessary replacement of the defective stores free of any charge only to the extent that such replacement are attributable to or arise from faulty workmanship of material or design in the manufacture of the stores. All replacement shall be made free of cost at destination. If the contractor so desires, the replaced stores can be taken over by him for disposal as he deems fit, within a period of three months from the date of receipt of the replacement of defective stores by the purchaser. At the expiry of this period no claim in this respect shall lie on the purchaser. 4) The guarantee herein contain shall not apply to any material which shall have been repaired or altered by the purchaser, or on his behalf in any way so as to affect its strength performance or reliability or to any defect to any part due to misuse negligence or accident. 5) All replacement that a purchaser shall call upon the contractor to deliver under the warranty shall be delivered by the contractor within the 3 months from the date on which the purchaser call upon him for the replacement of the defective stores. If the contractor fails to replace defective stores within the said period the cost of stores at the rate stipulated in the contract, shall be recovered from the payments due to the contractor including the amount of security deposit. 6) Any approval or acceptance by the purchaser of the stores or of the materials incorporated therein shall not be any way limit the contractor liability hereunder. 7) The decision of the purchaser in regard to the contractor liability under this warranty shall be final and conclusive	No	No	Not Allowed
2	The contract shall be governed by latest version (along with all correction slips) of IRS conditions of contract, GTC of Eastern Railway and all other terms and conditions incorporated in the tender documents. In case of any contradiction or conflict, provisions/conditions mentioned in IRS condition shall prevail over General tender condition of contract. Further In case of any contradiction or conflict, provisions/conditions mentioned in IRS conditions of contract and General tender conditions, the provisions/conditions mentioned in tender document (NIT) shall supersede all and will be final	No	No	Not Allowed

**Undertakings**

S.No.	Description	Confirmation Required	Remarks Allowed	Documents Uploading
1	1) I/ We agree to supply tendered stores in accordance with the IRS conditions of contract with all other conditions specified in the tender.	No	No	Not Allowed

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2	2) Undertaking for GST. We hereby declare that in quoting the basic price, we have taken into account the full effect of Input Tax Credit available under GST. We, further agree to pass on any financial gain/benefit as may become available in future in respect of all the input tax credit on the date of supply by way of reduction in price and advise the purchaser accordingly. We also undertake that we are aware of the provisions of section 171 of the CGST Act and consequences thereof if we fail to comply with the same. We shall file their GSTR-1 and GSTR-3B for transaction with Railways in due time preferably every month so that ITC benefit can be availed by Railway.	No	No	Not Allowed
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**6. DOCUMENTS ATTACHED WITH TENDER**

S.No.	Document Name	Document Description
1	3959587.pdf	IRS Conditions of Contract
2	3959480.pdf	General Tender Condition

**7. RESPONSIVENESS**

S.No.	Description
1	The firm will have to submit quotation with validity for a minimum period of 90 (Ninety Days) days otherwise their offer will be summarily rejected.

This tender complies with Public Procurement Policy (Make in India) Order 2017, dated 15/06/2017, issued by Department of Industrial Promotion and Policy, Ministry of Commerce, circulated vide Railway Board letter no. 2015/RS(G)/779/5 dated 03/08/2017 and 27/12/2017 and amendments/ revisions thereof.

As a Tender Inviting Authority, the undersigned has ensured that the issue of this tender does not violate provisions of GFR regarding procurement through GeM.

**Digitally Signed By**

AMM/MMIS ( RISHI BANERJEE )