

**Southern Railway**  
**Track Machine Organization**

**Dy.Chief Engineers Office,  
Track Machine Unit,  
Royapuram, Chennai – 13.**

Sub: Corrigendum to Tender Schedules and Condition of Contract.

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Wherever the context “ **The Controller of Stores, Southern Railway, Ayanavaram, Chennai- 600023**” occurs in the Tender Schedule and Condition Contract for Supply of stores shall be read as “ **The Principle Chief Engineer, Southern Railway, Park Town, Chennai – 600 003**”.

(sd)  
**for Principle Chief Engineer,  
For and behalf of President of India**

**SOUTHERN RAILWAY  
Track Machines****REV TM-01****TENDER, SCHEDULES AND CONDITIONS OF CONTRACT  
FOR SUPPLY OF STORES.**

This booklet contains 25 Pages.

This should be returned intact.  
Failure to do so will result in the tender being disregarded

TENDER No.

W.503/PC/MC/04/0120/OT/2014-15

Book No.

Supply of 34 Varieties of Wear Plates (as per enclosure)

Due on

19.06.2015

at/ 14.00 Hrs.

(Not Transferable)

( Price Rs. 1500/- )

ISSUED TO MESSRS/.....

“FOR THE ATTENTION OF REGISTERED SUPPLIERS OF SOUTHERN RAILWAY  
”Registered suppliers of this Railway who desire to participate against tenders  
valued less than Rs. One lakh are hereby requested to go through the Stores weekly  
Bulletins published every week.

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for Principal Chief Engineer

**SOUTHERN RAILWAY  
RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERERS.**

The Principal Chief Engineer, Headquarters Office, Park Town, Chennai-600 003, invites this Tender for and on behalf of the President of India.

2. Tenders must be submitted on the prescribed form, which must be returned intact in the special envelope supplied by the Southern Railway administration and must be sealed and superscribed as required thereon. Tenders must be addressed to the Principal Chief Engineer and submitted to the Principal Chief Engineer Southern Railway, Headquarters Office, Park Town, Chennai-600 003 . "@ Dy.Chief Engineer office, Track machines unit, S.rly, Royapuram, Chennai-600 013.in advance of 14.00 hrs. (S. T.) on or before the due date specified. Tenders will be opened at 14.30hrs.on the same date, in the presence of Tenderers or the authorized representatives who may desire to be present. Tenderers desirous of sending their Tenders by post must send the same by Registered Post Ack. due so as to reach the Office of the Principal Chief Engineer, Southern Railway, Chennai-600 003 . "@ Dy.Chief Engineer office, Track machines unit, S.rly, Royapuram, Chennai-600 013 by the due date.

3. (a) The Tenderers who are in the Approved list of Contractors for the Southern Railway and Small Scale Industries Units as approved by the National Small Scale Industries Corporation should specifically state so citing reference to their registration number.

(b) The Tenderers who are neither on the Approved list of Contractors for the Southern Railway not registered in Small Scale Industries Units as recognized by the National Small Scale Industries Corporation (Government of India) must deposit with or remit to the Chief Cashier, Southern Railway, Chennai-600 003 a sum as indicated in the Schedule in cash as EARNEST MONEY and enclose the receipt of the Chief Cashier with the tender without which no tender will be considered.

NOTE: - (a) The Earnest Money can be in cash (which will not carry any Interest) or in any of the following forms: -

(1)(a) Deposit Receipt, Pay Order, Demand Drafts of the State of Bank of India or any other Nationalised Bank.

(b) Cheques and Government Securities (Stock Certificates, Bearer Bonds, Promissory Notes, Cash Certificate etc.), will not be accepted.

(c )The EARNEST MONEY will be returned to the unsuccessful Tenderers but retained in the case of the successful Tenderer to be adjusted towards the Security required to be deposited by the successful tenderer for due fulfillment of the contract.

(d)The President reserves to himself the right to confiscate the Earnest Money Deposit, should the successful Tenderer fail to put in the Security Deposit in terms of the conditions of the tender.

4. Neither the standing deposit, if any, lodged with this Railway in connection with this departments weekly tenders nor any other deposits against any other tender will be adjusted for the purpose of this tender.

5. No alteration in the rates specified in the Schedule will be allowed, unless it has been attested by the Tenderer before the submission of his tender. No alteration to any of the Rules and Conditions in this tender is permissible. If the Tenderers are not agreeable to any of the terms and conditions, they must clearly state so in a separate covering

letter, indicating clearly the specific conditions they don't agree to and also the alternative conditions if any, they are stipulating.

(a) Tenderers should fill up Proforma 'A' and 'B' enclosed with the Tender Schedule and submit them along with tender documents, failing which in the absence of necessary information regarding their capacity to supply the material their quotations are likely to be ignored.

6. Tenderers will have to send with their tenders a current Income-tax Clearance Certificate form the Income-tax Officer in the pro forma shown in the tender documents. In case any Tenderer has previously obtained and submitted the Certificate to this Department, which is still valid, the relevant reference under which this was sent may please be quoted.

7. Only firm prices should be quoted against the tender. Tenders envisaging variations in prices will not be normally accepted.

8. I. R.S., I. S. S. and I.S.D. RDSO Specification and/or drawings will not be issued by the Principal Chief Engineer. It is the responsibility of the Tenderers interested in quoting for such Items to provide themselves with copies of the relevant I.S.S., I.R.S. and I.S.D. and RDSO Specifications and/or drawings from the authorities concerned.

9. Where material is asked for to a Specification, either I.R.S., I. S. D., I. S. I., B.S.S RDSO or as printed in the tenders, Tenderers must guarantee that the supplies offered are upto specifications. Samples should not be sent along with the tender unless called for in the schedule. Samples if submitted with the tender are not liable to be tested normally and the submission of a sample or quotation of a brand or make will not absolve the Tenderer from the responsibilities arising out of rejection of supplies which when tested, prove to be not upto specification. Non – receipt of samples in time when specifically called for is liable to invalidate this tender.

“Tenderers should either specifically state in their quotation that the material offered by them is exact to the description/specification of the Railway or reproduce in their quotations the description and specification **in toto** as given in the Railway notification, failing which it will be assumed that the offer is not to the exact description/specification of the Railway and will be ignored.”

10. Prices quoted should be strictly in accordance with the units specified in the Tender Schedule. The quotation should show distinctly whether the rate quoted is inclusive of S.T. where leviable or S.T. is to be paid extra. The name of the State for which S.T. is claimed and the registration number of the said State should be clearly shown. Ambiguous remarks such as S.T. extra should not be made. Failure to adhere to the instructions will entail the claim for S.T. if subsequently made being rejected.

11. All rates quoted should be clearly written in ink both in figures and in words. Failure to record the rates in words is liable to lead to rejection of tender.

12. Whereas Tenderers quoting for Manufactured items ask for quota certificates should specify quality, quantity and detailed description of the material required and also state whether quota is required for replacement or whether manufacture will be under taken after receipt of material against the quota certificates. Besides, they will please clearly specify whether they have got Workshops of their own and whether the materials offered will be manufactured in their own factory only using steel obtained against their own quota duly furnishing the Registration No. Of the Workshops. “Quota Certificate will not normally be issued unless the Tenderer have their own workshops”.

13. Whereas Tenderers quoting for fabrication charges only, ask for raw materials to be supplied by the Railway, the raw materials will be supplied to the successful Tenderer after he has paid the value thereof to the Railway. This value will be intimated to the successful tenderer and he will have to deposit the amount with the Chief Cashier, Southern Railway, Park town, Chennai-600 003. on receipt of intimation of acceptance of quotations and the amount will be refunded to him only on the satisfactory completion of the contract. Fabrication charges quoted by the Tenderer will include transport charges for carriage of raw materials from the Stores Depots to the Tenderer's place of business and also for the fabricated material from the place of business of the Tenderers to the station of despatch.

14. The earnest money will be returned to the unsuccessful Tenderers but retained in the case of the successful Tenderer to be adjusted towards the Security required to be deposited by the successful Tenderer or Tenderers for due fulfillment of the contract.

15. In case it is proposed to supply stores partly imported and partly manufactured in this country, the Tenderers are requested to indicate clearly in the tender full details of the components which are proposed to be manufactured in this country and their value and the components which are proposed to be imported and their C.I.F, price and F.O.R. Indian Port or F.O.R. place of despatch in India or free delivery receiving station in India.

16. (a) Tenderers will be responsible for the correctness of rates at which the customs duty included in their quotations is based and that no increase in price will be allowed on the ground that the customs duty originally included in their quotations was wrongly calculated at a rate lower than the one prevailing at the time of tendering. Any increase on account of statutory enhancement of customs duty will be allowed where admissible. Customs duty will not however be payable on the element of agent's commission in the value of stores. On the other hand where there is a concessional rate of duty admissible as a result of which a lower duty is paid by them when clearing the consignment, at the port, the Tenderers should give an undertaking to refund the difference between the amount of duty based on the rate quoted by them and that actually paid by them.

(b) In case of imported items, cost including C.I.F. value must be given. The Indian Customs Tariff no. under which you have assessed the Customs Duty or Excise Duty with percentage included in your quotation should also be indicated.

17. Tenders should note that Government do not under take to grant an import license where it may be required for the supply of stores detailed in the tender, and that the acceptance of any tender shall not imply such an undertaking on the part of Government. A request by the successful tenderer for recommendation of his application for the grant of an import license will however, be considered.

18. Test certificates of the makers should be furnished along with the supply for such stores for which tests are prescribed in specifications.

19. The Tenderer's signature must be affixed at the bottom of each and every page where Tenderer is required to sign at the place indicated. Full signature, name and address and office stamp of the Tenderer must be affixed at the bottom of the Schedule.

In the event of this tender being submitted by a firm, it must be signed separately by each partner thereof, or must be signed on their behalf by a person holding Power of Attorney authorizing him to do so, and in case of Company the tender should be executed in the manner laid down in the said Company's Articles of Association.

20. **Delivery:** - This should be a firm date for the entire quantity tendered for and/or each installment thereof.

21. The rate quoted should specify F.O.R. Station of despatch or Free delivery

receiving station in India. If Tenderers do not specify in their tender whether their offer is F.O.R. Station of despatch or Free delivery receiving station in India, it will be assumed that their offer is for F.O.R. Destination Station.

22. If this item has been supplied by the Tenderer either to this or any other Railway full details of the order complied with should be furnished.

23. Only Standard Price Variations as admissible to D.G.S. & D. Contracts will be allowed. Tenders envisaging price variations in respect of (a) War Risk Insurance, (b) Marine Insurance etc., will not be accepted under any circumstances.

24. While furnishing quotations in the Tenders, the Tenderers do not furnish the specific amount towards packing and forwarding charges wherever claimed but merely stipulate "packing and forwarding charges extra" in most cases. This results in making a back reference to the firm concerned in each case leading to unnecessary correspondence and delay. Tenderers are therefore advised in their own interests to mention specifically the exact amount of packing and forwarding charges, wherever applicable in the tender, as otherwise, such incomplete or vague quotations are liable to be overlooked.

Principal Chief Engineer,  
For and on behalf of the President of  
the Union of India

This Tender for Supply of Stores is subject to I.R.S.  
Conditions of Contract (Serial No. A.3-5I as amended up-to date)  
as varied and modified by the Special Conditions hereto  
attached.

Signature of Tenderer-----

## **SPECIAL CONDITIONS OF CONTRACT**

### **Notices**

1. The PRESIDENT OF INDIA shall herein after be called the PRESIDENT. The powers conferred upon the President by these conditions and all consents directions, discretions and approvals to be given by him may unless otherwise expressly provided by these conditions be exercised and given by the General Manager, Southern Railway, for the time being or any other Officer deputed by the General Manager for that purpose. The Tenderer whose tender is accepted is hereinafter called the "CONTRACTOR". Any notice to be served on the Contractor shall be deemed to be sufficiently served, if delivered, left at or sent by registered post addressed to the Contractor at his last known place of business. Any Notice to be served by the Contractor on the President shall be deemed to be sufficiently served if left at or sent by registered post addressed to the Principal Chief Engineer, Southern Railway, Headquarters Office, Park Town, Chennai-600 003.

**No other  
Conditions nor  
Variation except  
by endorsement  
or supplemental  
Contract.**

2. No conditions, other than these special conditions and the said Indian Railway Standard Conditions of Contract shall govern this contract. A verbal or written arrangement abandoning varying or supplementing this contract or any of the terms hereof shall be deemed conditional and shall not be binding on the President unless such variation or addition to be endorsed on this contract or be embodied in a supplemental instrument and such endorsement or such supplemental instrument be signed by the Contractor and on behalf of the President by some person duly authorized for that purpose, till then the President shall have the right to repudiate such arrangement.

3. The Tenderer must deposit with the Chief Cashier, Southern Railway, the sum required vide Clause-3-b of instructions and Clause 4 of Special Conditions. No interest will be allowed on the Earnest Money or Security Deposit.

4. The Security deposit should be ----

- (i) a deposit of cash;
- (ii) Government Securities at 10 per cent below the market value;
- (iii) (a) deposit receipts of the State Bank of India or any nationalised Bank
- (b) guarantee bonds executed by the State Bank of India or any nationalised Bank
- (c) demand drafts of the State Bank of India or any nationalised Bank
- (iv) guarantee bonds of the "Scheduled Banks" as defined in the Reserve Bank of India Act, 1934 ; provided the bond is countersigned by the State Bank of India or the Reserve Bank advises the Railway concerned that the Bond may be accepted.

**Signature of Tenderer.....**

- (v) a deposit in the Post Office Saving Bank ; or
- (vi) deposit in National Savings Certificates;
- \*(vii) Twelve Year National Defence Certificates;
- \*(viii) Ten Year Defence Certificates ; and
- \*(ix) National Defence Bonds.

\*These Certificates/Bonds will be accepted only at their surrender value.

5. Government Securities to be acceptable as deposit must be complete in respect of the following requirements:-

- (a) All interest accrued up-to-date should previously have been collected by the Depositor.
- (b) The tendered script should have at least two blank pages after the Depositor's endorsement to the Railway. These are wanted for further endorsement to the currency authorities.
- (c) Endorsement on the Government Securities should be **“Pay to the Financial Adviser and Chief Accounts Officer, Southern Railway or Order”**.
- (d) If endorsement on the script are signed *per pro* or on behalf of the previous Holder, a certificate from the Local Public Debt Office, is required in recognition to the validity of such endorsements.
- (e) Government Securities will be accepted at the current market value on the day of deposit. In case of any material depreciation in the value of Government Securities the Contractor will have to make good the difference.
- (f) Interest on Government Securities, endorsed in favour of the Financial Adviser and Chief Accounts Officer, Southern Railway, will be collected by the Railway through the Reserve Bank of India when it falls due in the case of deposits to held for over a year and whilst the Contractor duly observes and performs the provisions of this contract bill be remitted to the depositors by the Financial Adviser and Chief Accounts Officer.

6. In the event of any breach on the part of the Contractor of the terms of the contract, or of the Contractor causing loss to the Railway Administration through fraud, negligence, or any other action (direct or contributory ) or failing to pay on demand to the Railway Administration any moneys which he shall be liable to pay under or by virtue of these conditions or by-law, the President shall be at liberty either to confiscate the Security Deposit or to appropriate to the payment of such moneys either the whole of the Security deposit or so much there of as may be necessary to satisfy its claims and the Contractor shall pay forthwith to the Railway Administration, such sum or sums, of money as may be required to replace the amount so appropriated by the Railway administration.If the Security Deposit shall be insufficient to pay the whole of such moneys due by the Contractor it shall be lawful for the Railway Administration to recover any such balance by deducting the same from any moneys then due or to become due by the Railway administration to the Contractor under or by virtue of the contract or otherwise by instituting legal proceedings against the Contractor.

7. Notwithstanding anything contained herein the Railway Administration shall be at

**Signature of Tenderer...**

liberty to forfeit the Security Deposit or recover and adjust from the Security Deposit and other amounts of the Contractor that may be lying with the Railway, any loss suffered on account of the breach of contract arising on account of refusal or failure on the part of the Contractor to perform the contract.

8. Where the supplies are required to be inspected by D.G.S.&D Inspectorate, unless clearly stated otherwise, it will be assumed that the Tenderer is agreeable to this inspection. Offers without D.O.I. inspection will be considered only in the absence of suitable offer without D.O.I inspection.

**Signature of Tenderer.....**

Note:- Where D.G.S.&D. inspection has been agreed to and supply order placed accordingly, the Contractor will be expected to produce necessary documentary evidence, Test Certificates, etc., and also testing facilities as required by the D.G.S. & D. Conditions, to enable the D.G.S. & D. Inspectorate to satisfy that the supplies put up for inspection are strictly in accordance with as called for in the Supply Order.

(ii) All articles ordered are subject to inspection, test and approval by an officer of this Railway irrespective of any other inspection indicated in the Supply Order. Supplies not in accordance with the order will be rejected and the Principal Chief Engineer will be a liberty to cancel the order and re-purchases at the risk and cost of the defaulting firm. Cost of test on supplies rejected will be recovered from Suppliers. The Test Report of the Railway will be final and binding on the Contractor.

9. It should be noted that if a 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 Tenderer 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 in addition and without prejudice to other rights under the terms of the contract.

Refund of Security  
Deposit and No claims  
Certificate

10. The Security Deposit will be refundable ---

(i) On due fulfilment of the contract and

(ii) On submission of a Clearance Certificate by the Contractor to the effect that the Contractor has received all dues arising out of this contract and that he has no claim whatsoever on the President, against this contract.

11. For supply of items of Machinery, Plant etc., the Tenderer should abide by the following "Guarantee Clause":---

**Signature of Tenderer.....**

## **“ GUARANTEE CLAUSE”**

The Contractor guarantees that the Stores which he supplies will be built fully in accordance with Specifications and will operate properly. In all cases the Contractor guarantees that his design would strictly follow the “As made detailed drawings with such modifications are notified in respect of each type. The Contractor further guarantees that the Stores will be free from defects in material and workmanship provided that the Contractor’s liability in this respect shall be limited to the furnishing and installation or replacement parts free of any charge, of the repair of defective parts only to the extent that such replacements or repairs are attributable to or arise from faulty workmanship or material, or design in the manufacture of the stores. All replacement parts shall be shipped by the Contractor C.I.F. Indian Port from which point the Purchaser shall clear through customs and deliver at his expense to inland destination. If the contractor so desires the replaced parts can be taken over by his Representatives in India for disposal as he deems fit, within a period of three months from the date of receipt of replacement parts. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

It shall be a condition of the guarantee hereunder that any defects complained of shall be brought to the Contractor’s attention within a reasonable time of their being first discovered. The guarantee herein contained 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.

The guarantees herein contained shall expire in respect of each item of stores, on the expiration of 30 months from the date of its delivery in India or 24 months from the date of its placing in service whichever is earlier, except in respect of defects notified to the Contractor prior to expiration of such date.

All replacements and repairs that the Purchaser shall call upon the Contractor to deliver or perform under the guarantee shall be delivered and performed by the Contractor promptly and satisfactorily.

Any approval or acceptance by the Purchaser of the stores or of the materials incorporated therein shall not in any way limit the Contractor’s liability hereunder.

The decision of the Purchaser in regard to Contractor’s liability under the guarantee shall be final and conclusive.

12. The Contractor is responsible for any loss or damage resulting out of carelessness of the Contractor where the tools, plant, patterns or any other Railway material are lent to them for guidance in their manufacture.

13. In the event any goods being rejected, the Principal Chief Engineer on behalf of the President of India shall be at liberty to purchase others elsewhere or if not available the best and nearest available substitute, without notice to the Contractor, at the risk and expense of the Contractor, without prejudice to the their rights and remedies of the President.

**Signature of Tenderer.....**

14. Rejected Stores will have to be removed by the firms within 21 days from the date of receipt of rejection advice by the firms. Supplies not removed by firms will be liable for levy of ground rent at 3 per cent of the value of the supplies so rejected. The Principal Chief Engineer reserves to himself the right to book back the rejected supplies freight payable both ways at the risk and cost of the Suppliers or to dispose of the Stores and sale proceeds being remitted to the suppliers.

15. (a) 100 per cent payment of bills will be made by the Administration only after the goods have been received, inspected, accounted for and accepted by the consignee.

(b) Payment of 90 per cent of the price of each consignment on proof of despatch of stores by consignors from a Railway Station or a port in India, after inspection, would be at the discretion of the Railway Administration depending upon the circumstances of each case.

(c) Payment under this Contract to the Contractor shall be made in cash at Chennai. at the option of the Railway Administration, it may be made any other place in cash or by Cheques of any Government Treasuries Or any of the branches of the State Bank of India in the Tamil Nadu State in Which the Railway has a drawing account or on the Reserve Bank of India, in Chennai, Bombay or Calcutta.

(d) For Yellow orders (issued for direct delivery to the Indentors), bill should be submitted by the Supplier in the Railway form in duplicate to the Officer mentioned in the order with consignee's certification and inspection note, failing which it will be returned at the cost of the Supplier and pending its receipt, the articles will not be dealt with and will remain at destination entirely at the risk of the Suppliers.

16. The Railway shall be entitled to determine and terminate the contract at any time should in the Railway's opinion the stores contracted for are not required due to paucity of funds or any cause whatsoever.

17. The president may without prejudice to his other rights and remedies cancel those presents at anytime in the event of the Contractor not strictly complying with all or any of the terms hereof.

18. The quantities shown in the Schedule are only approximate and cannot be guaranteed. They are subject to a plus or minus variation of 15 per cent on each and any description of stores shown in the Schedule to suit the requirements of the Administration.

19. The President of India is not bound to accept the lowest or any tender nor to assign any reason for not doing so and the President reserves to himself the right to accept any tender in respect of the whole or any portion of the items specified in the schedule annexed to the conditions and the Contractor shall be required to supply the same at the rate quoted.

20. The Principal Chief Engineer acting on behalf of the President of Union of India shall be at liberty to terminate the contract without notice in any of the following events:-

(a) In the event of any breach on the part of the Contractor of the terms of the contract or if the contractor shall fail to observe and fulfill any of the Conditions or fail to

**Signature of Tenderer.....**

perform satisfactorily in accordance with the terms and conditions of the contract.

(b) On the death of a sole Contractor or in the case of a firm on the death of one or more partners thereof.

(c) Upon the insolvency of a sole contractor or in the case of a firm of any one or more of the partners thereof or upon his presenting his petition or a petition in insolvency being presented against him or upon his making an arrangement with or assignment in favour of his creditors or upon an execution or distress being levied on his goods or (If the Contractor shall be incorporated company) upon winding up order being made against it or upon a resolution for voluntary winding up being passed.

**Signature of Tenderer.....**

## **ATTENTION : CONTRACTORS**

### **TENDER CONDITION – EXCISE DUTY - MODVAT RULES.**

The price to be quoted by the Tenderers should take into account the duty set-offs on inputs under the MODVAT Scheme introduced with effect from 1st March 1986. The Tenderer should also furnish the following declaration in the tenders:-

“ We hereby declare that in quoting the above price, we have taken into account the full effect of the duty set-offs (Central Excise and countervailing duties ) available under the MODVAT Scheme introduced with effect from 1st March 1986”.

The following clause should be included in all the quotations by the Suppliers:-

“ we hereby declare that in quoting the above price we have taken into account the entire credit on inputs availed under the MODVAT scheme introduced with effect from 1<sup>st</sup> March 1986. We further agree to pass on such additional duties and set-offs as may become available in future in respect of all the inputs used for the manufacture of the final product on the date of these supply under the MODVAT Scheme by way of reduction in price and advise the Purchaser accordingly.

3. (a) The following Clause should be included by the Supplier in their bills. “We certify that no additional duty set-offs on goods supplied by us have accrued under the MODVAT Scheme in force on the date of supply after we submitted our quotation and submitted the present bill”.

(b) In the event of MODVAT Credit being extended by the Government of India to more items than already covered, the firm should advise the Purchaser about the additional benefit accrued through a letter containing the following certificate:-

“We hereby declare that we can avail additional duty set-offs as per latest MODVAT Scheme in force now and we hereby give a reduction of ..... Per unit and agree to revise the price indicated in the order. The current Excise Duty of .....per cent is payable on this reduced price. Therefore we request you to amend the order accordingly”.

**ANNEXURE 'A'**  
**DECLARATION/AFFIDAVIT**

I,.....Managing Director/  
Managing Partner/Proprietor representing M/s.....

..... do hereby declare as follows:-

(i) That the inputs and final products covered by our Bill No.....  
dated.....for Rs..... fall under one or the  
other of the items under MODVAT Rules and Scheme.

(ii) The total amount of MODVAT Credit admissible/availed of by use on the inputs  
used in the manufacture of the goods specified in the above said bill is  
Rs.....

(iii) The input and/or the final product described our Bill No.....  
..... dated..... for Rs.....  
do not fall under any of the items listed in the MODVAT Scheme and not set-off was  
claimed by us in this behalf.

I hold myself personally responsible for the correctness of the above declaration  
and hereby undertake to pass on the credit to, if any, received by me under the  
MODVAT Scheme to the Railway Administration.

Place:

Managing Director/Partner/  
Proprietor

Date:

M/s.....

**ATTENTION – CONTRACTORS**

**Payment of Excise Duty in respect of Contracts entered into based on tenders issued prior to the introduction of MODVAT Rules.**

1. Where the Contract indicates rates inclusive of Excise duty and the Suppliers does not claim increase in Excise duty, the Supplier's Bill will be passed provided the Supplier furnishes a certificate as per Annexure 'A' to F.A.&C.A.O./Chennai-600 003. Whereas there is change in the Excise Duty due to introduction of MODVAT Rules to Contractor shall submit the certificates as per Annexure 'A' to the Principal Chief Engineer who will issue necessary amendment. The Contractor should then claim the bill as per amendment.

2. In case where the Contractor indicates Excise Duty extra with or without specific percentage, the Contractor's Bill will be initially passed excluding the Excise Duty. The Supplier can claim Excise Duty through a Supplementary Bill after furnishing a certificate to the Principal Chief Engineer and after meeting necessary amendment from the Principal Chief Engineer.

**22. Purchase preference to Public Sector Unit:-** The Purchaser reserves the option to give a Purchase preference to the offers from public sector units, over those from other firms, in accordance with the policies of the Government from time-to-time. The purchase preference cannot be taken for granted and the public sector units should adjust themselves to the new environment of competitiveness and efficiency.

**23. Price preference to Small Scale and KVIC/WDC:-** The Purchaser reserves the option to give a price preference to the offers 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 should be made by them to bring down cost and achieve competitiveness.

**2.4. Furnishing the weight of the Consignment:-** The firm should quote the rate of FOR destination basis. If they quote the rate on the basis of FOR station of despatch, the weight of the consignment should invariably be furnished to arrive at the freight element correctly.

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**"QUOTATIONS THROUGH TELEX MESSAGES WILL NOT BE ACCEPTED AGAINST ANY TENDERS"**

## INCOME-TAX CLEARANCE CERTIFICATE

1. Name and style (of the Company, Firm, H.U.F. or Individual) in which the applicant is assessed or assessable to Income-tax, and address for the purpose of assessment.
2. Name and address of all Companies, firms or association of persons in which the Applicant is substantially interested in his individual or fiduciary capacity.
3. The Income-tax Circle/Ward/District in which the applicant is assessed to Income-tax and the G.I.R No
4. The following particulars to be furnished concerning the Income-Tax assessment for the preceding four years  
(a) The total contract amount received during the preceding four accounting years ( give date of the closing day of the year) being previous years of --

20..... 20..... 20..... 20.....

(b)

Year (1)	Total income assessed (2)	Tax demanded (3)	Tax paid (4)	Balance due (5)
20 .. ..				
20 .. ..				
20 .. ..				
20 .. ..				

Note:- (1) Tax in columns 3 and 4 should include all items, viz., I.T., S.T., Surcharge, E.P.T. and B.P.T.

(2) If any tax remains unpaid the reasons should be explained in an attached statement.

(c) In case there has been no I.T. assessment in any year, whether returns have been submitted under Section 22 (1) or 22(2) or tax has been paid in advance under Section 18-A (3) of the Act and if so the amount of Income returned for each year and tax for each of the four years mentioned above and the I.T. Circle/Ward/District concerned where such returns have been filed give reasons for the same.

(d) Whether any attachment or Certificate proceedings pending in receipt of the arrears.

(e) The name and address of branches(es) if any,

I declare that the above information is correct and complete to the best of my information and belief.

Signature of the Contractor.....

Register No.....

Date.....

“In my opinion the assessee mentioned above has been doing/has not been doing everything possible to pay the tax demands promptly and regularly and to facilitate the Completion of the pending proceedings”.

Date.....

Seal .....

Signature of I.T.O.....

Circle/Ward/District.....

**ANNEXURE TO TENDER No.....DUE ON.....**  
**Details of Performance against Railways' order for the supply of**  
**..... or other similar items.**

Name and Address:  
Date:

Signature of Tenderer

**PRO FORMA 'B'**  
**EQUIPMENT AND STAFF MANAGEMENT**

1. The place and details of number of type of equipments owned at firm's premises and on the field. Details of accommodation, stocks and the turnover.

2. Details of Staff employed at ---

(a) The firm's premises ---

(b) The field staff --

3. Complaints if any, received against the particular member or members of staff in-charge of field work.

4. Remarks

Signature of Tenderer .....

Date :

**Cartel formation by approved Vendors :**

- (i) Wherever all or most of the approved firms quote equal rates and Cartel formation is suspected, Railways reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- (ii) Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel formation is suspected. Railways however reserve the right to order on one or more firm any quantity.
- (iii) The firms who quote in Cartel may note that their names are likely to be deleted from the list of approved sources.
- (iv) The present policy of distribution of ordering quantities on approved sources and new sources based on the status of approval obtaining on the date of tender opening will be followed in normal circumstances. However in tenders, where Cartel formation is suspected, the purchaser will be free to distribute the ordering quantities in any manner deemed fit in the interest of the administration ignoring the status of approval.

Accepted above special Tender conditions of cartel clause.

**Signature of the Tenderer with seal**

**SPECIAL CONDITIONS OF CONTRACT**

These special conditions shall be read in conjunction with "IRS CONDITIONS OF CONTRACT" & "SPECIAL CONDITIONS OF CONTRACT" on pages -6 to 9 of tender documents and those given in the tender schedule. The tender schedule conditions shall prevail over others wherever there is conflict.

**Controller of Stores** in this tender document should be read as **"Principal Chief Engineer, Southern Railway, Park Town, Chennai-600003."@ Dy.Chief Engineer office, Track machines unit, Southern Railway, Royapuram, Chennai-600 013.**

Before making offers the following conditions should be read carefully and accepted.

1. **Offers** without the prescribed tender forms and without the signature and firm's seal in all the pages of tender forms may not be considered.
2. **Validity:-** Offers should be valid for **120 days** from the date of opening of the tender, or otherwise the offer will be likely to be ignored.
3. **Earnest Money:** Earnest Money as applicable must be paid along with the offer as per the tender conditions vide item - 3 of tender form (page 2). Tenderer should submit copy of valid NSIC registration certificate/approved suppliers of Zonal Railways/RDSO approved suppliers with tendered item registered, with monetary limit and validity of certificate along with the tender for seeking exemption of EMD / SD.
4. **F.O.R.** All the Stores should be supplied to Sr. Section Engineer, Zonal Workshops/S.Rly/Royapuram/Chennai-600013.
5. **RATES**
  - (a) Rates should be quoted in figures as well as in words for each and every item separately in Indian Rupees only. The price quoted should be a firm rate as no escalation of labour, materials & rate will be applicable.
  - (b) Excise duty and sales tax should be clearly indicated in the offer.
  - (c) Rates are to be quoted for F.O.R. Zonal Workshop, Royapuram, Chennai-600013. If the same is not quoted, the rate quoted will be taken as destination rate only.
  - (d) In case F.O.R. Rates quoted for other than Royapuram, Chennai-13. Freight charges and the weight of the consignment on item wise basis for Delivery by Road transport to F.O.R. destination, Zonal Workshop, Royapuram, Chennai-600013 should be quoted separately.
- 6) **Drawing & Specification:** Railway may not provide any technical details such as drawings, specifications etc if not available with the Railways. No correspondence in this connection will be entertained by the Railways. If the tenderers want to see the spares/machines, they should inspect the same at their own cost.
- (7) **Tender conditions:-** Latest Indian Railway Stores Conditions of Contract and up to date Special Conditions of Contract will apply.

**Signature with seal of the Tenderer**

**for Principal Chief Engineer.**

**8) Offer:**

(a) The technical literature about the item quoted should be submitted along with the offer.

(b) The tenderer must submit the xerox copies of purchase order against which supply of same item has been made by them to the Zonal Railways. In addition, certificate for supply of full quantity, performance report and completion report for the item, should be submitted along with tender. If these documents are not submitted along with tender, offer may not be considered.

(c) Wherever make has been specified in the schedule, offer from OEM and their authorised dealers only will be considered. The evidence has to be produced.

(d) Make or brand of spares offered should be clearly specified with relevant specification, Part No. of OEM / equivalent Part No. as given on tender form and any deviation is liable to be rejected.

(e) Documentary evidence for genuineness of spares together with manufacturer's test certificate/Guarantee certificate should be submitted in original along with the supply. For this, tenderer has to enclose credentials like documentary evidence, test certificates against earlier purchase orders (of Zonal Railways) failing which their offer is liable for rejection.

(f) **For imported materials**, the tenderer should furnish source of supply along with shipping document, copy of earlier supply orders of items of similar in nature and satisfactory completion certificate of the supply done to the Railways. In the absence of these, the offer may not be considered.

(g) If the firm is registered with Controller of Stores of Zonal Railways, the group for which registered, monetary limit and period up to which registered should be clearly indicated along with the offer. In addition copy of registration certificate should also be enclosed.

(h) For the imported materials, the tenderer has to give an undertaking that following documents would be submitted along with the supply -

(i) Original equipment manufacturer's test certificate

(ii) Bill of Lading (iii) Bill of Entry (iv) Original packing slip

**9. Supply of raw materials:-** Supplies are not to be linked with receipt of raw materials. Railways do not accept any responsibility of supply of raw material.

**10. Mode of Delivery and Schedule:-** Delivery should be made by road to the consignee and to be completed as specified in the tender schedule [ Rate for the same to be quoted as per the condition 5 (d) ]

**11. Ex-Stock Offers:-** Firm can quote ex-stock offers with the rates and quantities that could be supplied immediately, once the orders are received by the firm.

**12. Inspection and Testing:-**

a) Inspection of the supply will be done by the Consignee

**Signature with seal of the Tenderer**

**for Principal Chief Engineer.**

**b) Testing:**

i) The Inspecting officers shall have the right to choose any of the material supplied by the Contractor for testing at the approved laboratory. In the event of rejection of stores or any part thereof by the Inspecting Officer in consequence of the samples which is removed to the laboratory or other places of test, being found on testing not in conformity with the contract and in the event of the failure of the contractor for any reason to deliver the stores passed on test within the stipulated period, the contractor shall on demand pay the purchaser all cost incurred in the inspection and/ or test including cost of test which shall be assessed at the rate charged by the laboratory to the private party for similar work.

ii) The contractor shall submit advance sample to the Inspecting officer within 15 days from the acceptance of tender. In the event of failure to deliver the advance sample by the date specified or any other date for which time may be extended by the purchaser on rejection of the sample, purchaser shall be entitled to cancel the contract and if so desired, purchase or authorised to purchase the stores at the risk and cost of the contractor.

iii) Approval of advance supply and acceptance of stores by the Inspecting Official does not absolve the firm from the warranty obligations.

iv) Cost of testing advance samples and subsequent supply should be borne by the Contractor including the cost of transport to the approved Laboratory.

**c) Marking of Stores:**

i) The contractor shall mark all the stores supplied for identification at his own expense. The stores, which cannot be marked, shall, if so required by the Inspecting Officer, be packed at his own expense in suitable package or cases, which shall be sealed and marked with such identification.

ii) Inspecting Officer shall also have powers to mark the rejected stores with a rejection mark so that they may be easily identified.

**13. Payment:**

a) Payment will be effected only in Indian Rupees even for the imported supply.

b) 100% payment shall be made on receipt of stores, inspected and accepted by the consignee.

c) Advance payment on proof of despatch and inspection, is not acceptable

d) Payment will be effected only on producing valid and current ITCC by the contractor.

14. Essentiality & Octroi exemption certificate will not be given.

**15. Option clause on quantity of procurement:**

i) The quantity of requirement given in the tender is likely to be ordered fully or partly on one firm or on number of firms based on the necessity of railway at the time of placement of order, in order to get the bulk quantity supplied well within time for the needs. Rates quoted shall confirm to both the above conditions as applicable.

**Signature with seal of the Tenderer**

**for Principal Chief Engineer.**

ii)The Railway is entitled at any time before the date of delivery or the extended date of delivery as stipulated in the purchase order to increase or decrease by 30% of the ordered total quantity of the description of stores shown in the purchase order at the same rate, terms and conditions as stipulated in the purchase order and the contractor shall be bound to supply the quantities so ordered according to the revised delivery schedule.

16. **Risk Purchase:** In respect of stores mentioned in the tender, the period of making risk purchase shall be NINE MONTHS instead of SIX MONTHS as provided in clause -0702 (b) of the IRS conditions of contract.

17. Submission of offers not conforming to the above conditions and featuring mainly in the format will likely to be rejected.

18. In case of any dispute on technical matters, Chief Engineer/TMC/Southern Railway/Chennai-3 will be the final authority.

19. **Warranty:** As per Tender Schedule.

20.(a)All the tenderers are requested to indicate their Bankers' name and account number in all the offers/quotation being submitted to the Principal Chief Engineer/S.Rly/Park Town/Chennai-600003 ."**@ Dy.Chief Engineer office, Track machines unit, Southern Railway, Royapuram, Chennai-600 013.**

(b) Phone/FAX Nos. are to be indicated for any clarification.

**for Principal Chief Engineer.**

**Declaration:-**

**(i) Certified that all the above special conditions of contract are carefully gone through by me and signed as a token of acceptance completely in making the offer on this tender.**

**(ii)Certified that the freight element has been fulfilled as per special conditions by indicating freight charges and consignment weight for each item separately.**

**Signature with seal of the Tenderer**

**Cartel formation by approved Vendors :**

- (v) Wherever all or most of the approved firms quote equal rates and Cartel formation is suspected, Railways reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- (vi) Firms are expected to quote for a quantity not less than 50% of tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel formation is suspected. Railways however reserve the right to order on one or more firm any quantity.
- (vii) The firms who quote in Cartel may note that their names are likely to be deleted from the list of approved sources.
- (viii) The present policy of distribution of ordering quantities on approved sources and new sources based on the status of approval obtaining on the date of tender opening will be followed in normal circumstances. However in tenders, where Cartel formation is suspected, the purchaser will be free to distribute the ordering quantities in any --manner deemed fit in the interest of the administration ignoring the status of approval.

Accepted above special Tender conditions of cartel clause.

Signature of the Tenderer with seal

**Enclosure to Tender Schedule No. W.503/PC/MC/04/0120/OT/2014-15**

S.No	Description	Part Number	Quantity	Quantity in words	Drawing number reference
1	Wear arch	62.08.8032	14	Fourteen only	Drawing No.SR/TM/BCM/8032
2	Wear Plate	64.08.1624	24	Twenty four only	RDSO Drawing No. TM/9315/4/(item no.4)
3	Wear strip	62.08.1301	42	Forty two only	RDSO Drawing No. TM/9315/3/(item no.4)
4	Wear Plate	64.08.1623	18	Eighteen only	RDSO Drawing No. TM/9315/2/(item no.4)
5	Wear Plate	62.08.1300	100	One hundred only	RDSO Drawing No. TM/9315/2/(item no.3)
6	Wear Plate	64.08.1620	27	Twenty seven only	RDSO Drawing No. TM/9415/6/(item no.3)
7	Wear strip	62.08.1299	31	Thirty one only	RDSO Drawing No. TM/9315/3/(item no.3)
8	Wear Plate	64.08.1450	34	Thirty four only	RDSO Drawing No. TM/9415/6/(item no.1)
9	Wear strip	64.08.1451	29	Twenty nine only	RDSO Drawing No. TM/9315/3/(item no.2)
10	Wear Plate	64.08.1333	80	Eighty only	RDSO Drawing No. TM/9415/8/(Item No.4)
11	Wear strip	64.08.1329	120	One hundred and twenty only	RDSO Drawing No. TM/9415/6/(Item No.2)
12	Wear Plate	64.08.1330	17	Seventeen only	RDSO Drawing No. TM/9515/11/(Item No.1)
13	Wear Plate	64.08.1335	30	Thirty only	RDSO Drawing No. TM/9415/8/(Item No.5)
14	Wear Plate	64.08.1469	66	Sixty six only	RDSO Drawing No. TM/9415/5/(Item No.1)
15	Wear Plate	64.08.1461	31	Thirty one only	RDSO Drawing No. TM/9315/2/(Item No.1)
16	Wear Plate	62.08.1449	10	Ten only	RDSO Drawing No. TM/9315/1/(Item No.3)
17	Wear Plate	64.08.1209	29	Twenty nine only	RDSO Drawing No. TM/9315/3/(Item No.1)
18	Wear Plate	64.08.1369	12	Twelve only	RDSO Drawing No. TM/9315/1/(Item No.2)
19	Wear Plate	64.08.1458	38	Thirty eight only	RDSO Drawing No. TM/9515/10/(Item No.3)
20	Wear Plate	64.08.1456	25	Twenty five only	RDSO Drawing No. TM/9515/10/(Item No.4)
21	Wear Plate	64.08.1617	12	Twelve only	RDSO Drawing No. TM/9415/5/(Item No.3)
22	Wear Plate	64.08.1618	39	Thirty nine	RDSO Drawing No.

				only	TM/9415/7/(Item No.4)
23	Wear Plate	64.08.1619	58	Fifty eight only	RDSO Drawing No. TM/9415/5/(Item No.4)
24	Wear Plate	62.08.1032	99	Ninety nine only	RDSO Drawing No. TM/9415/9/(Item No.1)
25	Wear strip	62.08.1211	78	Seventy eight only	RDSO Drawing No. TM/9415/5/(Item No.2)
26	Wear Plate	64.08.1212	76	Seventy six only	RDSO Drawing No. TM/9415/8/(Item No.2)
27	Wear Strip	62.08.1213	18	Eighteen only	RDSO Drawing No. TM/9315/4/(Item No.3)
28	Wear Strip	62.08.1214	13	Thirteen only	RDSO Drawing No. TM/9315/4/(Item No.2)
29	Wear strip	62.08.1223	15	Fifteen only	RDSO Drawing No TM/9515/11/(Item No.3)
30	Wear Plate	64.08.1226	15	Fifteen only	RDSO Drawing No TM/9415/7/(Item No.2)
31	Wear Plate	64.08.1181	18	Eighteen only	RDSO Drawing No TM/9415/9/(Item No.2)
32	Wear Plate	64.08.1635	20	Twenty only	RDSO Drawing No TM/9415/7/(Item No.3)
33	Wear Plate	64.08.1636	40	Forty only	RDSO Drawing No TM/9315/1/(Item No.4)
34	Wear Plate	64.08.1637	14	Fourteen only	RDSO Drawing No TM/9315/4/(Item No.1)

**Conditions:**

The materials shall confirm to RDSO specification No. TM/HM/6/15 of wear plates for Ballast cleaning Machine (Provisional) -1993 (First revision - 1999)

The dimensions of the wear plates shall conform to respective drawings No. references mentioned.

**Inspection: By RITES**

**Warranty:** Nine months from the date of supply or six months from the date of fitment whichever is earlier.