Northern Railway
Headquarter Office, Baroda House, New Delhi

Running Contract

No. RGC/77226005/05/P-77/2023 Dated 05.09.2023

M/s KHEMCHAND-VARANASI.
D46/33 E-1 RAMAPURA,
VARANASI.- 221001, Uttar Pradesh, India

(Email ID: khemchand068@gmail.com)

Sub: Running Contract for Manufacture and Supply of Prestressed Mono-Block Concrete Line Sleepers (Pre-tensioned type) for Broad Gauge (1673 mm) conforming to RDSO Drg No. T-8746.

Ref: (1) This Office e-tender no. 77226005 opened on 30.01.2023.
(2) Your Bid ID No. 14781621 dated 29.01.2023 against the subject tender.
(3) Your Negotiation (1) Bid ID No. 15404863 dated 07.07.2023 & Negotiation (2) Bid ID No. 15467198 dated 21.07.2023
(4) Counter Offer Letter No. STORES/77226005/783649 dated 14.08.2023.

1.0 With reference to above Bid IDs against this office Tender No. 77226005 opened on 30.01.2023 and LOA mentioned above, Running Contract is being issued finalized for under mentioned stores on following terms & conditions :

Running Contract	
Name & address of the Firm	M/s KHEMCHAND-VARANASI D46/33 E-1 RAMAPURA, VARANASI.- 221001, Uttar Pradesh, India
Item	LKO 8746: Manufacture and Supply of Prestressed Mono-Block Concrete Line Sleepers (RT-8746) (Pre-tensioned type) for Broad Gauge (1673 mm) conforming to RDSO Drg No. T-8746 and IRS Specification no. T-39 (6th revision, March-2021 or latest upto the date of tender opening).
Quantity	2,15,000 Nos

05/9/2023

राजीव लोचन भारद्वाज
मुख्य सामग्री प्रबन्धक / प्र. का.
उ. रे. बडौदा हाउस, नई दिल्ली–01
RAJIV LOCHAN BHARDWAJ
Chief Material Manager / H. Q.
N Rly Baroda House New Delhi-01

Basic Rate	Rs. 2898.00 Each
Freight Charges	Distance slab-wise freight rates are as follows- (a) 0 to 50 KM - Rs. 310.00 per sleeper (b) 51 to 100 KM - Rs. 445.00 per sleeper (c) 101 to 150 KM - Rs. 505.00 per sleeper (d) 151 to 200 KM - Rs. 599.00 per sleeper (e) 201 to 250 KM - Rs. 665.00 per sleeper (f) 251 KM and above - Rs. 700.00 per sleeper (A) Above freight rates are maximum for the relevant distance slabs. Reimbursement of freight will be made as per actuals subject to slab-wise freight ceiling. (B) In case of road dispatches, the Consignee will certify the distance between CSP location and Consignee location by using Google map and/or other means. In case of more than one route, minimum distance will be certified on the bill of the Supplier. (C) In case of Rail dispatches, freight as per Railway Receipt will be reimbursed subject to distance slab-wise ceiling indicated above.
GST	Extra @ 18%
FOR	Destination or as indicated in the Supply Orders.
Payment terms	As per Clause 15 of Special Conditions of Contract enclosed.
Security Money	Firm has submitted a Security Deposit of 1) Rs. 40 Lakhs (Rupees Forty Lakhs only) vide Bank Guarantee no. 062011GL0000223 dt 28.08.2023 valid upto 27.10.2025 issued by Union Bank Of India, Varanasi 2) Rs. 60 Lakhs (Rupees Sixty Lakhs only) vide Bank Guarantee no. 06240100000264 dt 29.08.2023 valid upto 27.10.2025 issued by Axis Bank Ltd, Noida against acceptance of Counter offer/ LOA.
Mode of Despatch	(A) By Rail/ Road. Preferred mode of dispatch will be by Rail. However, exact mode of dispatch will be as indicated in individual Supply Orders. Decision of the Purchaser in this regard will be final and binding. (B) Purchaser reserves the right to collect the material by its own arrangement on need basis. In such cases, any penalty/demurrage for any delay (beyond free time allowed for the purpose) in loading the sleepers in the wagons/ road vehicles placed on behalf of the purchaser shall be payable by the Supplier. (C) In case of road dispatches, Supplier will be responsible for delivery of Stores only till the place where movement of truck through approach road is possible.

05/9/2023

राजीव लोचन भारद्वाज
मुख्य सामग्री प्रबन्धक / प्र० का०
उ० रे० बडौदा हाउस, नई दिल्ली–01
RAJIV LOCHAN BHARDWAJ
Chief Material Manager / H. Q.
N Rly Baroda House, New Delhi-01

	(D) In all the cases, irrespective of the transportation carried out by Purchaser or by the supplier, loading of sleepers in the railway wagons or in road vehicles will be carried out by the supplier and for this purpose, no extra rate will be admissible. For this purpose, the cost of transportation of finished sleepers to loading point and loading into the wagons at FOR station in accordance with the approved drawing including the cost of process involved will be the responsibility of supplier. Also, the cost of wooden packing as per the drawings will be borne by the supplier.
Unloading	Unloading of material at destination shall be the responsibility of the consignee.
Statutory Variation Clause	Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to Railways' account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor.
Option Clause	As per Clause 18 of Special Conditions of Contract for procurement of PSC Main Line Sleepers (RT-8746)
Price Variation Clause	The basic price of the stores will be subject to variation as per PVC formula indicated in Para 13 of Special Conditions of Contract enclosed.
Consignee	ANYWHERE IN LUCKNOW DIVISION OF NORTHERN RAILWAY
FM Clause	As per clause no. 2602 of IRS Conditions of Contract September 2022 Version 1.0 dated 21.09.2022.
Modification to Design	In case purchaser, at any stage, during the currency of the contract, decide to make minor modifications to the design of PSC Sleeper, the supplier shall modify the moulds, manufacturing process, etc. to suit such minor modifications. The cost of such modifications will be negotiated and mutually settled and will be paid by the purchaser.
Validity	This is a Running Contract (RGC) valid for a period of 2 years from the date of issue.

23/9/2022

राजीव लोचन भारद्वाज
मुख्य सामग्री प्रबन्धक /प्र. का.
उ. रे. बडौदा हाउस, नई दिल्ली–01
RAJIV LOCHAN BHARDWAJ
Chief Material Manager / H. Q.
N.Rly Baroda House, New Delhi-01

Extension of Running Contract	(i) Validity of the RGC can be extended for a period of 6 months on the same rates, terms & conditions at sole discretion of the Purchaser. Further, extension(s) beyond 6 months may be done with mutual consent of Supplier and Purchaser. (ii) Supply is to be made against individual supply orders released as per Purchaser's requirement to the consignees indicated in the Supply Orders.
Inspection	By Consignee as per Clause No. 6 of Special conditions of contract enclosed.
Delivery Period	**Commencement** : Within 2 Month of issue of Contract, **Completion** : Within 24 Month **RATE OF SUPPLY**: Supply will be made as per delivery schedule indicated in individual Supply Orders as per Clause 10 of Special Conditions of Contract enclosed.
Location of CSP & Place of Inspection	**M/s Khem Chand , Lohta, Varanasi-221010**
Supply order against Running Contract	Methodology for placement of Supply Orders against RGCs a) After issue of RGCs, individual Supply Order (SOs) will be issued by PCMM Office as per Purchaser's requirement. b) Initial quantity distribution among RGC holders for a particular division will be in the same proportion of quantities in RGCs. c) SOs for the balance quantity will be placed subsequently as and when demands are received from user department. The quantity distribution of such subsequent SOs will also be done in the same manner as being done in case of release of first Supply Order. However, in the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the Purchaser shall have the right to distribute the procurable quantity amongst RGC holders with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of the proportion in which the RGCs were issued and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity. d) Sometimes from logistic point of view, it may not be desirable to split the quantity for each and every demand, but the above proposed distribution of quantity will be maintained in totality.

राजीव लोचन भारद्वाज
मुख्य सामग्री प्रबन्धक /प्र. का.
उ. रे. बडौदा हाउस, नई दिल्ली–01
RAJIV LOCHAN BHARDWAJ
Chief Material Manager / H. Q.
N Rly Baroda House, New Delhi-01

	provided supply performance of various RGC holders are at par. e) However, purchaser reserves the right to place supply order on any Contractor for any quantity without assigning any reason thereof and no claim will be entertained from them in this regard. f) Poor performance of the firm(s) will also be noted for future tenders and the matter will be reported to the vendor approving authority/registering agency for delisting/cancellation of registration/ review of production capacity of such firm(s).
Warranty Period	As per as per Clause 19 of Special Conditions of Contract enclosed.
GST	Basic rates for Sleepers and freight are exclusive of GST. Reimbursement of GST will be made on actual against documentary evidence. Present rate of GST is 18% applicable both on basic rate and freight irrespective of mode of transportation (Rail/Road); principal supply being the supply of goods in the composite supply.
Delivery Completion	In case of dispatches by the supplier by either mode of transport, delivery of a consignment will be treated as complete only after receipt of consignment at consignee's end. However, in exigencies, in case of collection of sleepers by the Purchaser/ Consignee, delivery will be treated as complete after completion of loading of sleepers in the Railway's wagons/ trucks.
Bank Details	Account No: 062011011001450 IFSC Code : UBIN0806200 Bank Name & Address : UNION BANK OF INDIA, VARANASI BRANCH , VARANASI, Uttar Pradesh, India, 221001
Governing Conditions	The Running Contracts (RGCs) and the Supply Orders (SOs) placed against these will be governed by : i) Latest version (along with all correction slips) of IRS conditions of contract. ii) Instructions to Tenderers for Electronic Tender Revision 1.19 of Sept, 2022, of NR and its Correction slips as amended from time to time before 30.01.2023. iii) Special Conditions of Contract attached with tender document iv) Invitation and Instructions to Tenderers along with all Modifications attached with tender documents. iv) Tender Document. Note: If any of the condition appearing in above documents is found in contradiction of those appearing in "Terms and Condition of Running Contract", then later shall prevail.

05/9/2023

राजीव लोचन भारद्वाज
मुख्य सामग्री प्रबन्धक / प्र. का.
उ. रे. बडौदा हाउस, नई दिल्ली–01
RAJIV LOCHAN BHARDWAJ
Chief Material Manager / H. Q.
N.Rly Baroda House, New Delhi-01

2.0 All other terms & Conditions will be as per ITT & special conditions of contract.

3.0 The formal supply orders against this Running Contract will follow for supply of material.

4.0 It is requested to return one copy of this document duly signed from authorized signatory vide clause 8.0 (a) of Invitation and Instructions to Tenderers.

(Rajiv Lochan Bharadwaj)
Chief Material Manager/HQ
For Principal Chief Materials Manager
For and on behalf of the president of India

Enclosure: (1) Special Conditions of Contract.
(2) Invitation and Instructions to Tenderers.
(3) Indemnity Bond for 90% Payment (Annexure IV).
(4) Indemnity Bond for 10% Payment (Annexure V).

राजीव लोचन भारद्वाज
मुख्य सामग्री प्रबन्धक / प्र. का.
उ. रे. बडौदा हाउस, नई दिल्ली–0
RAJIV LOCHAN BHARDWAJ
Chief Material Manager / H. Q.
N.Rly.Baroda House, New Delhi-(

Copy to :-

1. PCE, N.Rly., Baroda House New Delhi.
2. FA & CAO/SAB, N.Rly, Baroda House, New Delhi.
3. CTE, N.Rly, Baroda House, New Delhi.
4. CE/TSP, N.Rly, Baroda House, New Delhi.

ANNEXURE –I
Tender No. 77226005

SPECIAL CONDITIONS OF CONTRACT

1. General

This contract will be governed by IRS Conditions of Contract as amended up to date as well as the Special Conditions of Contract mentioned herein. In case of conflict between the two, i.e. between IRS Conditions of Contract and Special Conditions of Contract, the provisions of Special Conditions of Contract shall prevail.

2. Rates

The supply of sleepers in accordance with the terms and conditions of this contract shall be at the accepted unit rate, subject to price variation in terms of Clause 13 of these conditions. In addition to the accepted rate the contractor will also retain CENVAT credits available on input materials on the date of opening of the tender. CENVAT shall be covered under Clause 13.3 of these conditions."

2.1. The **quoted** rate shall be inclusive of the cost of all labour and all inclusive cost of input materials (including cost of input freight if any) like HTS Wire, Inserts, Cement and coarse and fine aggregates, Fuel and Power etc., including all handling charge and duties thereon.

2.2. The **quoted** rate would also include the cost of transportation of finished sleepers to loading point and loading into the wagons/road vehicles in accordance with the approved drawing including the cost of handling involved in the process. The Cost of wooden packing as per drawings will be borne by the contractor.

2.2.1 Firm to quote Single equated Freight Charge separately up to consignee (Any where in Northern Railway) destination covering for transportation of finished sleepers from their loading point to consignee destination. However freight reimbursement to firm will be made at actual or as indicated in the contract, whichever is less.

2.3. The contract will remain current and valid for a stipulated delivery period including extensions if any, with effect from the date of acceptance of tender/counter offer, as the case may be. The Purchaser also has the right to defer deliveries (i.e. slow down supplies). The purchaser shall also have the right to enhance delivery period upto 6 months on the same rates, terms and conditions at its sole discretion. Further extension, beyond 6 months may be done with mutual consent of Supplier and Purchaser.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Signature Not Verified
Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: 2022.12.13 15:49:53 IST
Reason: IREPS-CRIS
Location: New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:00 IST 2023

2.4 **Evaluation Criteria: For purpose of determining *inter-se* position, Item wise-consignee wise FOR/Free at destination rate i.e all inclusive destination delivery rate** shall be considered.

3. Taxes

3.1 Statutory variation in GST will be applicable. The purchaser will, however, not be responsible for the reimbursement of any Taxes/Levies paid by the contractor under misapprehension of law.

3.2 In the event of 'GST' input credit being extended by the Government of India to more items than those already covered on date of tender opening, the firm should advise the purchaser about the additional benefits accrued or any variation thereof, through a letter containing the following certificate.

"We hereby declare that additional set-offs/Input tax credit to the tune of Rs..... has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted."

4. **Raw Material, Machinery and Plant:**

4.1 The responsibility for procurement of all raw materials, machinery and plants required for the manufacture of goods shall rest entirely with the supplier.

4.2 53-S grade Ordinary Portland Cement confirming to BIS Specifications IS:269:2015 as amended up to date of tender opening shall be procured by the contractor at his own from the from the Cement manufacturers having valid Bureau of Indian Standards license for manufacturing of 53-S grade Ordinary Portland Cement.

4.3 HTS Wires shall be procured from the firms who are approved for manufacture of HTS Wire by Bureau of Indian Standards and possess a current valid BIS License for manufacture of the particular type of wire i.e. 3 x 3 mm strand, 7/7.5 mm plain wire or 9.5 mm dia strand as the case may be.

4.4 SGCI Inserts shall be procured from the firms, who are approved by RDSO for the manufacture of SGCI inserts and whose approval is current and valid. SGCI Inserts can also be procured from ISO certified firms as per guidelines issued vide RDSO's letter No. QA/CT/INSP/CI/Policy dated 25.08.2008.

4.5 Aggregates shall be procured by the contractor from the RDSO approved sources. If crushed sand is being used as fine aggregate in design mix concrete, then it should not be by-product of any other manufacturing

Vetted

Sr. AFA / S&T
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:11 IST 2

process and should be in conformity to the provisions provided for crushed sand in IRS-T-39.

4.6 The cement content in the concrete mix shall not be more than 450 Kg/cum. This may necessitate use of plasticizer, which shall be procured by contractor as per requirements laid in IRS-T-39. Quoted rate shall be inclusive of cost of plasticizer/admixture.

5. Octroi and Entry Tax:

(i) Octroi/Entry Tax, if statutorily leviable, on finished sleepers shall be paid by the purchaser.

6. Inspection:

6.1. Inspection of finished sleepers will be carried out by the Railway nominee of the concerned Zonal Railways at contractor's premises as per procedure and frequency decided by Railways.

6.2. Necessary coordination with the nominated inspecting staff at the factory will have to be done by Contractor to facilitate prescribed inspection. .

6.3. The contractor shall be required to install and operate all necessary testing equipment required for testing the sleepers, test cubes, brickets etc. as stipulated in the IRS Specification for prestressed concrete sleepers (Pretension type). The testing equipment for the same must be available at factory site. In addition, the contractor shall arrange at his own cost for any further tests on materials, as may be indicated by the Engineer/Inspecting Officer, to be carried out at recognized Material Testing Centers/Institutes during the progress of manufacture of sleepers; even though, Test Certificates for such materials are available.

6.4. The passed sleepers, for which inspection certificates have duly been obtained, only shall be allowed to be taken for loading in railway wagons/road vehicles. Any damage to the sleepers in the process of loading in wagons/vehicles or carrying to the loading sites from the contractor's premises shall be to contractor's account.

6.5. PSC mono-block concrete sleepers which are treated for surface defects as provided in the 'Standard Specification of PSC Line Sleepers' as amended up to date and provided at **Annexure-II** of this tender document shall be accepted and payment made @ 92.5% of the standard sleepers.

6.6. The testing of PSC line sleepers and their subsequent acceptance should be in accordance with the Standard Specifications of PSC line sleepers (IRS T-39) as amended up to date.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:12 IST 2023

6.7 The supplier shall ensure that the necessary checks on supply of raw material eg Cement, aggregate, HTS wire, SGCI insert, as well as plants, machinery, equipments, instruments such as moulds, weigh-batching plant, stressing system, mixing & vibration system, steam curing system, de-moulding and de-tensioning, water curing, product inspection and lab testing, sleeper testing and dispatch etc. are being done as per the checklists issued by Railways/Board/RDSO from time to time and record of same shall be maintained.

6.7.1 Compliance to provisions of STR(Schedule of Technical Requirement):

The production of PSC sleepers against this tender shall be permitted only when the Concrete Sleeper Plant has complied all the provisions of STR.

6.7.2 Temporary suspension of production:

During course of execution, the production of the concrete sleepers may be temporarily suspended by Railway on the advice of its inspecting officials or RDSO in serious cases of non-adherence to Specifications/Schedule of Technical Requirement or large scale rejection of sleeper (>2%) or premature failure of sleepers in track. Railway may order for temporary suspension of the production in above cases and direct the manufacturer to identify the defects in the manufacturing process and rectify the same within a reasonable period. Production will be resumed once the manufacturer identifies and removes the defects and same is verified by the Zonal Railway and/or RDSO as the case may be. While allowing resumption of production, Railway may also order for higher scale of testing, till quality of production is stabilized in terms of provisions of IRS-T-39

6.7.3 The plants, which have not done any production for past more than one year (reckoning from issue of LOA), will be permitted to resume production only after re-validation/certification of plant by RDSO.

6.7.4 In cases, where contract of a CSP under previous contract, had to be cancelled/terminated on account of large scale rejection(>2%)/quality issues, the production will be allowed to be resumed only after re-validation/certification of plant by RDSO and initial 10,000 sleepers will be tested and passed by RDSO.

6.8 Sleepers used for tests, including abrasion test, and found as per specifications and drawings shall be paid for by the Purchaser at accepted rates. Such sleepers paid for shall remain the property of the Purchaser and will be disposed of in the manner prescribed by the Purchaser from time to time.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:12 IST 20

6.9 The rejected sleepers shall be permanently damaged by the contractor so as to make them unusable in addition to the provisions provided in "Indian Railway specification for pre-tensioned prestressed concrete sleepers (serial no. T-39)". A certification that all rejected sleepers of previous batches have been permanently damaged and marked as per drawing, will be given by manufacturer before offering the next batch of fresh sleepers for inspection.

6.10 Regular inspection of SGCI inserts will be done by M/s RITES Ltd. or any other nominated agency by Railways at manufacturer's premises. Inspection charges & GST as applicable towards the inspection charges by RITES/Nominated Inspection agency will be borne by Supplier CSPs. Besides regular inspection by RITES/Nominated inspection agency , Railway officials will also conduct the inspections prescribed in Railway Board's letter no. 98/TK-II/22/11/17/Pt. Policy, dtd. 11.08.2003.

6.11 Regular inspection of HTS wire will be done by Inspecting authorities nominated by Railways at manufacturer's premises in accordance with IS: 6006. In addition to this, periodical test checks by nominated Railway officer to be stipulated by the Railway and shall also be carried out.

6.12 CSPs will ensure procurement of 53-S grade Cement to requisite specification from BIS Licensee manufacturers along with their own Manufacturers Test Certificate with each consignment. In addition to this, periodical test checks by nominated Railway officer to be stipulated by the Railway and shall also be carried out.

7. <u>Modification to Design:</u>

In case purchaser, at any stage, during the currency of the contract, decide to make minor modifications to the design of PSC Sleeper, the supplier shall modify the moulds, manufacturing process, etc. to suit such minor modifications. The cost of such modifications will be negotiated and mutually settled and will be paid by the purchaser.

8. <u>Security Deposit (SD):</u>

8.1 The Security Deposit (SD) shall be taken from all successful tenderers as per Board's letter No. 2004/RS(G)/779/11/Pt. dated 23.12.2019 or 3% of PO value as per letter No. 2020/RS(G)/779/16 dt.27.11.2020, whichever is lower.

8.2 The successful tenderers will be required to deposit Security Deposit with the purchaser within 21 days from the communication of acceptance with respect to the purchaser. The Security Deposit may be made in any of the following manners

Vetted

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:13 IST 2023

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

4-9-23

(a) Government Securities to be valued at 5% below the market value.
(b) Deposit receipt of any Nationalized Bank.
(c) Bank Guarantee issued by any Nationalized/Scheduled Bank.
(d) Demand Draft of any Nationalized Bank.
(e) A deposit in Post Office Savings Bank.
(f) National Savings Certificate.
(g) Defence Deposits.
(h) National Defence Bond.

8.3 Deposits in the Post Office Saving Bank should be hypothecated by the depositor to the Paying Authority.

8.4 Wherever SD is submitted through a Bank Guarantee, the issuing Bank should be intimated to send the Bank Guarantee directly to the Paying Authority by the issuing Bank under registered post A.D. SD should be in the prescribed format.

8.5 When deposits are made in Government Securities, it should be seen that all accrued interest to the debit on the G.P. Notes is duly collected by depositors prior to the G.P. Notes being endorsed to the Paying Authroity, there should be at least two blank pages on the G.P. Notes after the last endorsement by the depositor. These are necessary to enable further endorsement by the Railway to the Reserve Bank of India.

8.6 The payment of Security Deposit in the form of Deposit Receipt/Pay Order/Demand Draft should be made in favour of Paying Authority.

8.7 Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier. After completion of all contractual obligations, SD will be returned to the successful supplier.

In case of endorsement signed "PER BEARER" "FOR" power of attorney is necessary duly registered and such endorsement need be certified by the Public Department Office of the Reserve Bank of India with their rubber stamp before G.P. Notes are delivered to the Railways.

8.8 Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in the respect of the contract under reference or any other contract with the Purchaser or any part there to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the 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 or which at any time thereafter

Sr. AFA
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:13 IST 202

may become due to the Contractor under this or any other contracts with the Purchaser.

9. Dispatch

9.1. The consignee instructions and booking orders will be given by the Principal Chief Materials Manager, Northern Railway or his authorized official as per advice received from consuming department/ organization.

9.2. The Contractor shall be responsible for delivery of sleepers to the consignee/ destination indicated by the Purchaser during the execution of the contract. Unloading at Consignee's end will have to be arranged by the consignee. In case of road dispatches, the contractor will be responsible for delivery of stores only till the place where movement of truck through approach road is possible.

10. Delivery Scheduleand extension to Delivery Period (DP)

10.1. The production shall commence within Two months from the date of unconditional acceptance of counter offer. Thereafter, the ordered quantity shall be supplied during the delivery period (D.P) of two years maintaining a uniform schedule to be monitored over 6 month periods w.e.f. the date of commencement of supplies as per contract. The Purchaser however has the right to slow down the supplies (deferred delivery), and accordingly have the right to enhance delivery period unilaterally upto 6 months on the same rates, terms and conditions at its sole discretion.

Extension to delivery period, beyond 6 months may however be done only with mutual consent of Supplier and Purchaser.

Notwithstanding the uniform schedule of delivery, actual supplies will be regulated by the purchaser as per its actual requirement. The six monthly supply schedule can however be altered by slowing down the rate of production by the purchaser by giving 3 months notice to supplier. In case the supplies are slowed down, the delivery period will be extended accordingly. Enhancement of the supplies in the agreed six monthly supply schedule will however be done with the mutual consent. Failure to make supplies as per the six monthly schedule fixed in advance will attract Damages as per clause 11 below.

10.2. Liquidated damages:

If the contractor fails to deliver the store within the delivery period as per contract or as extended or at any time repudiates the contract before the expiry of such period due to any circumstances whatsoever, save as provided in Clause 10.3, and force majeure conditions defined in Clause17, the purchaser reserves the right to cancel the contract for the balance quantity in whole or in part and recover from him the liquidated

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARGWAJ
Date: Thu Aug 24 15:29:14 IST 2023

N.Rly.

damages as per Clause 12. If, however, the stores are accepted after the expiry of the period fixed for delivery, the purchaser may grant an extension of the delivery period at its sole discretion, subject to the following conditions:

(a) That the purchaser has the right to recover from the contractor the liquidated damages in terms of clause 0702 of IRS Conditions of Contract on the stores, which the contractor has failed to deliver within the period fixed for delivery;

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, Freight Charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender shall be admissible on such of the said stores as are delivered after said date;

(c) That notwithstanding any stipulation in the contract for increase in price on any other grounds no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said as are delivered after the said date;

(d) But nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax or on account of any other ground which takes place after the expiry of the above mentioned date namely the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

10.3. Supply Tolerance Clause

If unsupplied quantities at the expiry of DP/extended DP are within 5% of the contracted quantity, then the same will be treated as cancelled without financial repercussion on either side".

11. Damages for slower supplies during "Monitoring Period":

The progress of supply will be evaluated after every six months (monitoring period).In case of failure on the part of the supplier to arrange supplies as per the schedule fixed in advance, save force majeure conditions and/or cases of delays attributable to the railways, the purchaser reserves the right to cancel the quantity in deficit at the end of

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHA BHARADWAJ
Date:Thu Aug 24 15:28:15 IST 2023

monitoring periods i.e. every six month and recover from the defaulting contractor a sum equivalent to five percent of the cost of sleepers which have remained unsupplied. The recovery of five percent as detailed above will be effected only when Railway cancel the quantities in deficit at the end of monitoring period through a written order to this effect. In case, Railway do not cancel the quantities in deficit at the end of monitoring period, the supplier will be entitled to recoup the shortfall in subsequent monitoring period(s) and in such cases LD shall be leviable.

12. Liquidated Damages (LD) for Failure to Complete Supplies within Delivery Period and Damages on Termination of Contract

The Liquidated damages in pursuance of clause 0702 of IRS Conditions of Contract will be limited to a maximum of 10% of the cost of stores which the contractor fails to deliver within the period fixed for delivery in the contract or as extended, where delivery of the store is accepted after expiry of the aforesaid period. In case, the delivery of the store is not accepted by the purchaser after expiry of the period fixed for delivery in the contract or as extended or the contract is terminated before expiry of the contract due to failure of the contractor to execute the contract as per the agreed terms and conditions of the contract during its currency, the damages equivalent to 5% of the cost of sleepers undelivered/cancelled would be recovered from the contractor.

13. Price Variation Clause:

13.1 The accepted rate will vary in accordance with the price variation formula as detailed below in clause 13.2 to take into consideration variation in prices during execution of contract. Price variation will be worked out by taking into consideration the Indices/basic rates for the month of production.

13.2 Price Variation Formula

$$P_1 = (P_0/100)\,(10 + 23\, I_1/I_o + 11\, L_1/L_o + 21\, S_1/S_o + 26\, C_1/C_o + 9\, W_1/W_o)$$

Where

P_1	:	Updated Basic Rate of sleeper
P_o	:	Accepted Basic Rate of sleeper
I_1	:	WPI for Pig Iron during production Month as per Economic Advisor, Ministry of Industry web site http://eaindustry.nic.in
I_o	:	WPI of Pig Iron for one month before tender opening month as per Economic Advisor, Ministry of Industry

Vetted 9 791-3

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

04/09/23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:15 IST 2023

4-9-23

N.Rly.

		Web site http://eaindustry.nic.in.
L_1	:	All India Consumer Price Index of Industrial Labour during production Month, as per Labour Bureau, Ministry of Labour web site http://labourbureau.gov.in.
Lo	:	All India Consumer Price Index for Industrial Labourfor one month before tender opening month as per Labour Bureau, Ministry of Labour web site http://labourbureau.gov.in.
S_1	:	WPI for alloy steel wire rods during Production Month as per Economic Advisor, Ministry of Industry web site http://eaindustry.nic.in.
So	:	WPI for alloy steel wire rods for one month before tender opening month as per Economic Advisor, Ministry of Industry web site http://eaindustry.nic.in.
C_1	:	WPI for "Ordinary Portland Cement" during production month as per Economic Adviser, Ministry of Industry website http://eaindustry.nic.in.
Co	:	WPI for "Ordinary Portland Cement" one month before tender opening month as per Economic Adviser, Ministry of Industry website http://eaindustry.nic.in.
W_1	:	WPI for all commodities during production Month as per Economic Advisor, Ministry of Industry web site http://eaindustry.nic.in.
Wo	:	WPI for all commodities for one month before tender opening month, as per Economic Advisor, Ministry of Industry web site http://eaindustry.nic.in.

13.3 In order to avoid blockage of funds till final escalation is worked out and paid on the basis of indices for the month of production, the accepted price will be updated every six months as per the above formula for escalation. First updating shall be done on the basis of indices for the month of acceptance of tender as soon as confirmed indices for the month of acceptance are available. Payment for the supplies made shall be done at the latest updated price.

14. Purchase preference for Make in India:

14.1 The purchaser shall take due consideration of Public Procurement (Preference to Make in India) Order, dated 15.06.2017. In this regard, Railway Board letter No. 2015/RS(G)/779/5 dated 03.08.2017 which is revised vide Railway Board letter No. 2020/RS(G)/779/5 dated 12.06.2020, which is further revised vide Public Procurement (Preference to Make in India) Order, dated 16.09.2020 circulated vide Railway Board letter No. 2015/RS(G)/779/5 (Vol. III) dated 25.09.2020 may be downloaded from Railway Board's website under the link of circulars of Stores Dte.

Vetted
Sr. AFA
N. Rly., Head Office
Baroda House, New Delhi
4/9/23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:29:07 IST 2023

14.2 Local content: For the purpose of above policy, the minimum local content for Class I supplier shall be 50% and 'margin of purchase preference' shall be 20%.

14.3 As para 9(b) of Make in Indian Policy letter dt.16.09.2020, as procurement value is in excess of Rs. 10 Crore. The Class-I local supplier/Class-II local supplier are required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accounts (in respect of suppliers other than companies) giving the percentage of local content.

14.4 Procurement under this tender shall comply with the Clause 10(d) (ii) of Public Procurement (Preference to Make in India) Order, dated 16.09.2020 which states "Entities of countries which have been identified by the nodal ministry/department as not allowing Indian Companies to participate in their Government procurement for any item related to that nodal ministry shall not be allowed in Government procurement in India for all item related to that nodal Ministry, except for the list of the item published by the permitting their participation.

14.5 In pursuance of the public procurement policy on MSE(Micro & Small Enterprises) vide notification of Government of India dated 23.03.2012 (as notified in the Gazetted of India Notification No. 503 dated 26.03.2012 (clarified vide Office of Development (Commissioner), MSME's OM dated 15.02.2016 as amended on 04.10.2019 by Ministry of MSME), the following conditions are applicable for eligible MSEs :

(a) Participating MSEs quoting a price within price band of L1 +15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% of the total tendered value.

(b) The sub-target for procurement from MSEs owned by SC/ST shall remain at 4% and MSEs owned by women the sub-target shall be 3%, out of the total 25%.

(c) MSEs who are interested in availing themselves of the above benefits will enclose with their offer the proof of their being registered with UDYAM (UDYAM Registration Certificate)

(d) All MSE's shall be eligible for benefits of public procurement policy irrespective of product category under which MSEs are registered.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

4-9-23

Digitally signed by RAJIV LOCHAN BHARDWAJ
Date: Thu Aug 24 15:29:07 IST 2023

N.Rly.

(e) Failing (a) to (d) above, such offers will not be eligible for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012 (as amended by the Ministry of MSME on 04.10.2019).

15. Payments:

15.1 The time to time interim payment towards supply of finished goods shall be made at the updated rate. The final payment would be made as per Escalated/De-escalated rate worked out on the basis of Price Variation Clause (Clause 13). All payments will be made by the FA& CAO of the Zonal Railway on submission of bills in accordance with the procedure as detailed below:

15.2 90% of the price of each consignment will be paid after the PSC sleepers are inspected and passed by the Purchaser on execution of Indemnity Bond (as per enclosed proforma) (Annexure IV) for an equivalent amount by the contractor. In such cases of 90% advance payments, a copy of the Inspection Certificate shall be enclosed with the bills. The contractor may submit the Indemnity Bond for 90% of the contract value in one go in lieu of submitting several Indemnity Bonds for 90% of value of each inspected consignment.

15.3 Balance 10% of the price of each consignment will be paid on proof of receipt of stores at consignee's end certified by a Gazetted Officer of the consignee and on submission of Indemnity Bond (as per enclosed proforma) (Annexure V) for 25% of the value of stores supplied covering the warranty period as per warranty clause. The contractor may submit the Indemnity Bond for 25% value of the entire value of the contract in one go in lieu of submitting several Indemnity Bonds for 25% of each consignment. Consignor's Certificate shall be enclosed with 10% bills. In case, 90% payment as laid down in clause 15.2 above is not sought, 100% of the price of each consignment will be paid on proof of receipt of stores at consignee's end certified by a Gazetted Officer of the consignee of stores and on submission of Indemnity Bond.

15.4 PSC mono-block concrete sleepers which are treated for surface defects as provided in the 'Standard IRS Specification of PSC Line Sleepers' as amended up to date and provided at Annexure-II of this tender document shall be accepted and payment made @ 92.5% of the standard sleepers.

15.5 All payments shall be subject to the deduction of any amount for which the Contractor is liable under this contract or any other contract in respect of which the President of India is the Purchaser and any other deductions as are legally leviable as per Indian laws.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:08 IST 2023

15.6 If the contractor opts for "Letter of Credit" option during bidding at IREPS, then payment will be released through a letter of credit (LC) arrangement as per guidelines issued vide RBA No. 10/2018 and RBA No. 48/2018.

16. **Progress Report**

The Contractor shall submit monthly progress report on production, supply, inspection, rejection and on stocks of principal raw materials to the Paying Railway as per proforma prescribed by Railway by 1st of the following month and also furnish stock position of principal raw materials and any other particulars relating to the contract when called for.

17. **Force Majeure**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, riots, strike, lockout, acts of public enemy, acts of God, the contractor shall within a week from the commencement thereof notify the same in writing to the purchaser with reasonable evidence thereof.

If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other save and except those which had accrued under any other clause of this agreement prior to such termination.

18. **Option for the variation of quantity of order**

18.1 Without prejudice to purchaser's right as laid down in clause 10.3 and 11 above, the purchaser, at its sole discretion, reserves the right to vary the contract quantity by ± 30% without assigning any reason at price, terms and conditions of the initial orders during the currency of the contract.

18.2 **Quantity variation beyond (+) 30%:**

Any increase in quantity beyond (+) 30% shall only be with the mutual consent of the supplier and purchaser. In case of default by any other contractor in the form of shortfall in supplies by defaulting CSP/s, Railway, at its sole discretion may cancel the quantity of defaulting CSP/s and may approve commensurate increase in the contract quantity of performing CSPs (i.e. those performing satisfactorily in contract)at price, terms and conditions of the initial orders during the currency of the

Vetted 13 9/17
Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi
4/9/23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:08 IST 2023

N.Rly.

contract. This clause shall be operated with the concurrence of associate finance. This increase would be in addition to 30% quantity referred to in clause 18.1 and would be limited to further 30% of the ordered quantity.

19. Guarantee

19.1 The contractor guarantees that the PSC Sleepers which he supplies shall be manufactured fully in accordance with specifications. In all cases, the contractor guarantees that its design shall strictly follow the "as made" detailed drawing with such modifications as are notified in respect of each type.

19.2 The contractor further guarantees that the PSC sleepers shall be free from defects in material and workmanship. The contractor shall be liable to arrange the necessary replacements of the defective sleepers free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or design in the manufacture of the sleepers. All replacements shall be made free of cost at destination. If the contractor so desires, the replaced sleepers 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 sleepers by the purchaser. At the expiry of this period, no claim in this respect shall lie on the purchaser.

19.3 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.

19.4 The guarantee herein contained shall expire in respect of each sleeper on the expiry of five years from the date of the manufacturing / three years from date of placement in service, whichever is earlier, except in respect of defects notified to the contractor prior to the expiry of such date. Provisions of IRS T-39 in this regard shall also be applied.

19.5 All replacements that the purchaser shall call upon the contractor to deliver under this guarantee shall be delivered by the contractor within 60 days from the date of intimation of such rejection of defective sleepers. If the contractor fails to replace the defective sleepers within the said period, the cost of the said sleepers at the rate stipulated in the contract shall be recovered from the payments due to the contractor.

Vetted

19.6 Any approval of acceptance by the purchaser of the sleepers or of the materials, incorporated therein shall not in any way limit the contractor's liability hereunder.

19/9/23

Sr. A[illegible]
N. Rly., [illegible],
Baroda House, New Delhi

4/9/23

Digitally signed by RAJIV LOCHA
BHARADWAJ
Date:Thu Aug 24 15:29:08 IST 202

19.7 The decision of the purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.

20. Book Examination

The book examination as per IRS condition shall apply in toto. The purchaser reserves the right to carry out the book examination at its discretion at any stage during the currency of the contract. In case book examination clause is invoked, required facilities to the team conducting book examination will be provided by the contractor in his premises.

21. Licensing of Railway Land

21.1 Licensing of Railway land required either for setting up a factory or stacking of sleepers near to the siding to the extent available and surplus to Railway's requirement will be dealt with under normal Railway rules prevalent from time to time.

21.2 The land so licensed out to the contractor shall remain in his possession during the currency/extended currency of the contract. The contractor will not have the right to subject, assign or mortgage the land licensed to him.

22. DELETED

23. Cartel Formation

(a) The Tenderers are expected to quote most competitive prices freely.

(b) Wherever all or most of approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof. The selection of one or more firms may be on the basis of past performance records, capability, capacity, quality performance, after sales service response etc. subject to rates being considered reasonable.

(c) The firms who quote in cartel are warned that their names may be deleted from list of approved sources.

(d) Whenever tender is floated with Purchase restriction from sources approved by nominated authorities and there exists a suspected cartel situation by approved sources or the rates available from approved source/ sources are adjudged unreasonably high, despite

Vetted
Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:29:10 IST 2023

N.Rly.

fair efforts as permissible, the purchaser reserves the right to place order on firms outside vendors list, without any restrictions.

24. Laws Governing The Contract

24.1 This Contract shall be governed by the Laws of India being in force.

24.2 Irrespective of the place of delivery, the place of performance or the place of payment under the order, the order shall be deemed to have been made at the place from where the acceptance of tender has been issued.

25. Jurisdiction of Courts

The Courts of the place from where the contract has been issued shall have the jurisdiction to decide any disputes arising out of or in respect of the order.

26. Indian Railways Standard Conditions of Contract as amended up-to-date, Indemnity Bond Proforma, Special Indemnity Bond proforma, Indian Railways Specifications T-39 for Prestressed Concrete Sleepers pre-tensioned type (Broad Gauge) as amended from time to time, Schedule of Technical Requirement as applicable from time to time, Drawings for wagon loading arrangements, IRS Specifications, IS:12269/1987 as amended from time to time for Special Cement and IS-1785 Pt.I, IS 6006/1983 for HTS Wire plain and strand and T-46/1996 for SGCI Inserts as amended up-to-date respectively will form part of the tender document to the extent they are not superseded by the above provisions.

27. Determination of Contract Owing to Default of supplier: If the supplier:

(i) Fails to start production even after lapse of 12 months from the date of issue of LOA, or

(ii) Repeatedly fails to maintain the stipulated quality standards adequately, thereby resulting in large scale rejection of sleepers (>2%)/large scale pre-mature failure of sleepers in service, or

(iii) Contravene any provision of the contract and fail to rectify/make good the same despite notice,

Then, the contract signing authority on behalf of the Railway may serve the supplier with a notice in writing highlighting the incidences of breach of contract/default(s), and if the Contractor does not within 15 days after the delivery to him of such notice proceed to make good his default in so far as the same is capable of being made good and fails to carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Railway.

Vetted
Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:29:10 IST 202

Then, the Railway shall be entitled to rescind/cancel the contract as a whole or in part (as may be specified) after expiry of notice period. A final termination/cancellation notice will be issued to this effect detailing there in the Damages levied.

* * *

Vetted

4/9/23

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

4/9/23

04/09/23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Sep 24 15:29:11 IST 2023

N.Rly.

INVITATION AND INSTRUCTIONS TO TENDERERS
(TENDER NO. 77226005)

ON BEHALF OF THE PRESIDENT OF INDIA, THE PRINCIPAL CHIEF MATERIALS MANAGER, NORTHERN RAILWAY **(HEREINAFTER REFERRED TO AS PURCHASER WHICH INCLUDES HIS SUCCESSOR AND ASSIGNEES)** INVITES OPEN ELECTRONIC TENDERS (E-TENDERS) THROUGH REVERSE AUCTION (e-RA) FOR **MANUFACTURE AND SUPPLY OF PRESTRESSED MONO-BLOCK CONCRETE LINE SLEEPERS (RT-8746) (PRE-TENSIONED TYPE) FOR BROAD GAUGE (1673 MM)** FROM RDSO CERTIFIED CONCRETE SLEEPER MANUFACTURING PLANTS, AS PER THE INSTRUCTIONS/REQUIREMENTS FURNISHED HEREINAFTER AND AS SETFORTH IN "NOTICE INVITING TENDER" AND "ITEM DETAILS" PAGE ATTACHED WITH EACH ELECTRONIC TENDER "FINANCIAL RATE PAGE SCREEN".

1.0 General Instructions:

BEFORE FILLING UP THE TENDER FORM, PLEASE READ THE FOLLOWING:

(A) INVITATION AND INSTRUCTIONS TO TENDERES,

(B) SPECIAL CONDITIONS OF CONTRACT,

(C) IRS CONDITIONS OF CONTRACT.

(D) INSTRUCTIONS TO TENDERERS FOR E-TENDERS, Rev. 1.19 OF SEPT'22 WITH ALL CORRECTION SLIPS

ABOVE DOCUMENTS ARE AVAILABE ON THE IREPS WEB SITE www.ireps.gov.in. THE CONTRACT AND THE SUPPLY WILL BE GOVERNED BY THESE CONDITIONS. YOUR DIGITAL SIGNATURE ON THE E-TENDER FORM WILL MEAN THAT YOU HAVE READ AND ACCEPTED ALL THE CONDITIONS AND YOU UNDERTAKE TO ABIDE BY ALL THESE CONDITIONS/INSTRUCTIONS, UNLESS SPECIFICALLY DENIED/ MENTIONED BY YOU IN YOUR OFFER.

Vetted

1
Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

04/09/23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:02 IST 2023

Signature Not Verified
Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: 2023.12.09 24:06 IST
Reason: IREPS-CRIS
Location: New Delhi

1.1 Tentative Quantities of Pre-stressed Mono-block BG concrete line sleepers (RT-8746) of which supplies are proposed to be taken by Northern Railway over a period of two years are given below : -

Railway	Quantity in Nos.
Northern	26,01,500
Consignee*	Anywhere in Northern Railway

*Note: Exact consignee details will be intimated by the Purchaser during execution of the contract.

1.2 **Tender Documents and Tender Cost:**

Tenderers are expected to upload their bids after downloading the tender document online as made available in IREPS website. The cost of tender document has been dispensed with for downloading the tender documents by the bidders.

E-Tender document consist of:

(i) Invitation and Instructions to Tenderers
(ii) IRS Conditions of Contract (available on IREPS web portal)
(iii) IRS specification (T-39) for PSC sleepers – pre-tensioned type - sixth revision or latest as on Tender Opening Date
(iv) Special Conditions of Contract
(v) Schedule of Technical Requirement (STR) for PSC Sleepers – August 2022 or latest as on Tender Opening Date
(vi) Proforma for Indemnity Bond for 90% payment
(vii) Proforma for Indemnity Bond for balance 10% payment
(viii) Procedure and Guidelines for e-RA – with special condition of no elimination in e-RA participation in modification to para 2.2 (a).
(ix) Instructions to Tenderers (ITT) for electronic tenders invited on IREPS, Rev. 1.19 of Sept'22 issued by Northern Railway alongwith all correction slips.

1.3 Manual offers shall NOT be accepted against e-tenders, even if they are submitted on the Firm's letterhead/ any other form acquired or downloaded, and, submitted before closing time. All such manual offers shall be considered as invalid offers and shall be rejected summarily without any consideration.

1.4 **Time for Submission of Electronic Offers:**

Time for submission of offers:	Before 11:00 AM on the scheduled date of closing.

2.0 Filling of E-Tenders

Vetted

Sr. APA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:09:05 IST 20

2.1 Tenders should be duly filled in (on the assigned space), duly signed with the digital signature and submitted online. All mandatory fields marked (*) have to be filled by the tenderers.

2.2 Tenderers must fill-in the techno-commercial offer form (consisting of eligibility criteria, terms and conditions, performance statement, deviation statement, checklist & special conditions etc.), financial offer form and attach scanned copy of necessary documents.

2.3 All the mandatory fields of the Techno-commercial offer form and Financial offer form (i.e. Rate page) including basic rate, freight up to indicated consignee destination, all taxes and duties (including maximum percentage of GST), or any other taxes/ duties which may become applicable during the currency of the contract and any other charges have to be filled up by the vendor. The unit of rate shall be as indicated in the tender schedule and cannot be altered by the vendor.

2.4 All-inclusive rates on FOR/free at Destination basis (FOR Destination) shall be automatically calculated by the system and shown to the vendor before submission of offer (Screenshot/ print screen will not be taken as proof of having submitted the same rate). Inter-se position shall be automatically generated by the system accordingly.

2.5 Any financial elements indicated in the remarks column will not be taken for ranking/ evaluation and will be summarily ignored. Tenderers are therefore advised not to enter any financial element in the remarks column available in the Financial Rate page.

2.6 Plant Location should invariably be mentioned against **'designated field' of financial rate page**. A Firm owning more than one plant, is permitted to quote for more than one plant, for which separate offer sheet needs to be filled up for each plant by using the link "Submit Alternate Bid" duly mentioning the location of plant in designated field, which will be considered as separate offer.

2.7 In case a tenderer submits two offers for the same plant, inadvertently, then the offer with lower rates shall only be considered.

2.8 The Tenderers are required to quote their rates in the space earmarked in the tender schedule. Any deviation in this regard will lead to summarily rejection of offer.

2.9 The individual(s) signing the tender or other documents connected therewith with the digital signature should satisfy the following:

(i) In case of a Proprietorship firm, the signing individual should either be the Sole Proprietor or Attorney of the Sole Proprietor. Power of attorney duly attested should be scanned and uploaded

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:06 IST 2023

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

4-9-23

with the offer if the tender document is signed by the attorney on behalf of sole proprietor;

(ii) In case of a registered Partnership firm, the signing individual(s) should either be partner(s) or their attorney (s) as per Constitution of Partnership Deed. A copy of partnership deed and power of attorney (whichever applicable) duly attested should be uploaded with the offer;

(iii) In case of a company, the signing individual(s) should be Director(s), Manager or Secretary of the company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum and Article of Association. A copy of such resolution duly attested and certified copy of Memorandum and Article of Association and certificate of incorporation of the company should be scanned and uploaded with the offer;

(iv) In the case of a firm not registered under the Indian Partnership Act, all the partners or attorney duly authorized by all of them should sign all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the purchaser for verification, if required.

2.10 Offers shall be as per terms and conditions given in the tender documents. However, deviations, if any, may be brought out under 'Deviation' tab for Technical and Commercial deviations separately, otherwise the tenderer shall be deemed to have accepted all provisions of the tender documents. The purchaser, however reserves the right to accept or reject these deviations and Purchaser's decision thereon shall be final. Tenders with any kind of technical deviation will be summarily rejected.

2.11 The status of tenderer shall be reckoned as on the date of tender opening unless there is a case of downgrading/removal/suspension/banning.

2.12 Any offer with longer delivery period or not agreeing with the delivery schedule specified in the tender, will be summarily rejected.

2.13 Any offer with different PVC formula or quoting different base month or linkage with different indices or fixed rate etc. as compared to PVC formula provided in the tender or offers different formula/scheme for input tax credit as compared to provisions of SCC, will be summarily rejected.

Vetted

Sr. Asstt. Stores Officer
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:06 IST 20

3.0 Earnest Money Deposit (EMD):

3.1 As per Board's letter No..2004/RS(G)/779/11/Pt. dt.23.12.2019 , the Earnest Money is Rs.50,00,000/- (Rupees Fifty lakh only). There shall be no exemption from submission of EMD by any tenderer except exemptions as mentioned in Rly Bd letter dtd 23.12.2019. Tenderers are required to upload scanned copies of necessary documents in support of their claim for EMD exemption.

3.2 EMD should remain valid for a period of 45 days beyond the final offer validity period. EMD (without any interest) will be refunded to the successful tenderers on receipt of security money. EMD (without any interest) will also be refunded to unsuccessful tenderers after finalization of tenders. Offers without Earnest Money shall be summarily rejected, if not under valid exemptions.

3.3 Tenderers intending to supply PSC line sleepers from their existing RDSO certified/approved sleeper plants, can submit their tenders without Earnest Money. Tenderers willing to claim Earnest Money exemption on this account should upload documentary evidence of having valid RDSO certified/approved plant. The Tenderer should upload either of the following documentary evidence in support of their claim:

(i) Latest letter of RDSO indicating approval/ provisional approval of layout plan of CSP.

(ii) Latest Oversight Inspection Report of RDSO for the CSP.

3.4 **Forfeiture of Earnest Money:**
The Purchaser shall have the right to forfeit the Earnest Money Deposit if the tenderer withdraws or revises his offer within its validity period.

3.5 If the tender is cancelled by the Railway Administration before tender opening, any EMD without interest paid shall be refunded to the tenderer.

4.0 Technical Information

4.1 Clarifications, if any, regarding specifications etc. may be obtained from the office of PCMM, Northern Railway, Baroda House, New Delhi - 110001.

4.2 A copy of relevant specifications and drawings can be obtained on payment by the tenderers from the Director General (Track), RDSO, Manak Nagar, Lucknow. The relevant drawings and specifications can be seen in the office of the PCMM, Northern Railway, Baroda House, New Delhi - 110001.

Vetted

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:39:07 IST 2023

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

04/09/23

4-9-23

5.0 Effect and Validity of Offer:

5.1 The submission of any offer connected with this tender document shall constitute an agreement that the tenderer shall have no cause of action or claim against the purchaser for rejection of his offer. The purchaser shall always be at liberty to reject or accept any offer or offers for part or whole of the quantity offered at its sole discretion and any such action shall not be called into question and the tenderer shall have no claim in that regard against the purchaser.

5.2 The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Railway to the tenderer. While the offers are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser may obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

5.3 The validity of offer should be for a minimum of 180 days effective from the date of opening of tender. Offers with validity less than 180 days shall be summarily rejected.

5.4 In exceptional circumstances, the purchaser may solicit the Bidders consent for extension of the period of validity. The request and the responses thereto shall be made in writings (or by cable or mail/telex). A Bidder may refuse the request without forfeiting Bid security. A Bidder granting the request, will not be required nor permitted to modify his bid.

6.0 Qualifying Requirements:

The tenderer (Concrete Sleeper Plant i.e CSP) must, fulfill all the following conditions to be eligible for placement of regular/developmental orders against this tender:

6.1 Concrete Sleeper Plants (CSPs) certified by RDSO for undertaking production of PSC Main Line sleepers or any other category PSC sleepers for IR will be considered eligible for placement of orders (regular or developmental as per status of RDSO approval/certification) against this tender.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCH
BHARADWAJ
Date: Thu Aug 24 15:39:07 IST 20

6.2 Existing manufacturers quoting for supply from a new location after shifting their existing plant should have prior approval for supply from new location as per instructions of Railway Board vide letter No. 2004/Tk-II/22/11/5 dated 22.02.2006.

Plants, which have already been permitted for shifting of location but have not shifted/started production from new location, even after lapse of one year or more from date of issue of permission letter, shall not be eligible to quote from old location. They will be eligible to quote from new location only if they have already obtained the RDSO certification of Plant at new location, before the date of tender opening.

6.3 Those plants will be considered "closed", which have not manufactured any type of sleepers (mainline, Turnout, special sleepers) for more than five years reckoning from the date of tender opening. Such plants will not be eligible for tender until and unless fresh RDSO certification/approval is obtained and placed on record.

6.4 Minimum Quoted quantity by a tenderer for a plant should not be less than 50% of RDSO certified rated production capacity for period of 2 years under consideration i.e minimum quantity to be quoted by a tenderer should not be less than or equal to = (2 X 0.5 X12 X monthly certified production capacity by RDSO). Offers quoting for less than specified Minimum quantity or tendered quantity (whichever is lower) will be summarily rejected.

6.5 The Firm should not be "black listed/suspended/banned" for business by Railway.

7.0 <u>Quantity distribution methodology:</u>

Placement of orders to the plants for supply of PSC BG Main Line Sleepers will be at the sole discretion of the purchaser. In view of wide geographical distribution of requirement of sleepers, capacity constraint of plants, the criticality of this safety item ,rates quoted , as well as to minimize the transportation cost of sleepers, the tendered quantity will be allocated/distributed/split as per following pre-decided quantity allocation/splitting criteria per the following methodology:-

(i) "Production Capability" of a plant for the two years of Delivery period as per following formula:-

"Production Capability" for two years = (2 x12 x Monthly production capacity certified by RDSO) .

Vetted

Sr. AFA/T Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:08 IST 2023

(ii) Quantity allotment to a particular CSP for two year period will not exceed the "quoted quantity" or the "production capability" as defined in para 7.0(i) above., whichever is lower.

(iii) Net Procurable Quantity (NPQ) will be distributed as per following Pre-decided quantity splitting criteria :

(A) The Purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticallity of and lead time of supply of the item, number of established suppliers, their capacity etc.
(B) Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc.
being same/similar) in the manner detailed in the table below:

Price differential between L1 and L2	**Quantity distribution ratio between L1 and L2**
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shall decide.

In the phrase 'differential rates quoted by the tenderers', the quoted rate would mean the e-RA rate or original rates (in case of no e-RA) as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

If splitting of quantity is required to be done by ordering on tenderers higher than the L-2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the above Para.

In cases of pre-decided splitting, if the purchaser decides not to split the ordered quantity, the reason for the same shall be recorded in TC minutes/acceptance in direct acceptance cases.

Ordering developmental order shall not construe splitting of procurable quantity.

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:39:08 IST 20

In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc, the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principles of Natural Justice and Equity.

(iv) For quantity distribution/allocation counter offer of regular L-1 rate will be given to all CSPs under consideration but for developmental certified CSPs lowest of developmental category CSPs rate if lower than regular L-1 will be applicable.

(v) Purchaser reserves the right to allot lesser quantity than the quantity quoted by the tenderer at the same rate, terms and conditions which shall be binding on the tenderer.

(vi) In case, full requirement of a Zonal Railway is not allotted as per distribution methodology stipulated above, then leftover quantity (un allotted quantity) of such Zonal Railway will be re-distributed amongst the eligible CSPs in proportion to the quantity already allotted subject to quoted quantity and production capacity.

(vii) CSPs eligible for Developmental orders shall be considered for developmental orders of total maximum 20% of NPQ taken together.

(viii) Bulk/Regular order: Minimum 80% of the Net Procurement Quantity (NPQ) shall be ordered on CSPs certified/approved as regular soucre/plant by RDSO.

8.0 <u>Documents to be attached/ uploaded along with e-Bid:</u>

Scanned copy of the following documents should be uploaded along with the e-Bid .

(a) Proof of authority from Firm in favour of signatory of tender for digitally signing and submitting the tender document.

(b) Valid RDSO approval/provisional approval/certification/Oversight Inspection Report of CSP showing production capacity.

Vetted

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:09 IST 2023

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

(c) Any other document issued by RDSO indicating the monthly rated capacity of the CSP.

(d) Year wise supply performance of CSP in last Five Years indicating closure and rejections details if any

(e) Any other document

9.0 Bid Submission:

(a) E-bid along with the relevant documents must be uploaded and digitally signed with the digital signature of the pre-authorized personnel of the tenderer already registered with the IREPS website. Digital signature used must be "Class IIIB with Company Name" obtained from G.O.I. approved Certifying Authority.

(b) Tenderers must look out for NIT for as soon as it is available in IREPS website and upload their offer well in advance without waiting for closing date and time, to avoid last minute hassles in their own computer system or communication line. Purchaser will not be responsible for non-participation of vendors due to any technical problems on the day of tender closing time.

(c) Only bids received in the Electronic tender box available on the "Goods & Services Tenders" module of Web Site www.ireps.gov.in will be considered.

(d) The e-procurement system does not permit submission of any offer after the closing date and time of that e-Tender. Hence, there is no scope of any Late/ Delayed offers in the online bidding process.

(e) This tender will be finalized according to "Guidelines for Electronic Reverse Auction for Works, Stores and Services contracts" issued vide Railway Board's letter No. 2017/TRANS/01/Policy/Pt.-S dated 28.03.2018 and amendment No. RS(M)/2011/EPS/01 Pt. dated 18.10.2019. The provisions related to the Stores tenders will be applicable as this is a Stores Tender. However in modification to para 2.2(a) of the said Guidelines , there will be no elimination of eligible bidders for participation in Reverse Auction irrespective of No. of bidders qualified for award of Contract/Bulk order i.e for cases of No. of Qualified bidders for bulk order being 3 or more , all will be eligible for participation in Reverse Auction.

Vetted

10 Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:03 IST 2023

10.0 Tender Opening

(a) Electronic tender boxes will be opened only after stipulated closing date and time of the tender as shown on the IREPS Website.

(b) E-Tender boxes will be opened by minimum two authorized Railway officials using their secured digital permissions, passwords and digital private keys obtained from GOI approved certifying agencies. The icon will indicate that the tenders have been opened.

(c) Through e-RA, two packet tendering system will be followed. Bidders shall be simultaneously required to electronically submit a technical and commercial bid and initial price offer. This tender will be finalized according to "Guidelines for Electronic Reverse Auction for Works, Stores and Services contracts" issued vide Railway Board's letter No. 2017/TRANS/01/Policy/Pt.-S dated 28.03.2018 and amendment No. RS(M)/2011/EPS/01 Pt. dated 18.10.2019. The provisions related to the Stores tenders will be applicable as this is a Stores Tender. However in modification to para 2.2(a) of the said Guidelines , there will be no elimination of eligible bidders for participation in Reverse Auction irrespective of No. of bidders qualified for award of Contract/Bulk order i.e for cases of No. of Qualified bidders for bulk order being 3 or more , all will be eligible for participation in Reverse Auction.

(d) Offers not complying with essential technical & commercial requirements of the tender shall be declared as ineligible.

(e) Offers with any technical deviation will be summarily rejected.

(f) Initial Price Offer of only those bidders categorized as eligible for regular/developmental order shall be opened and tabulated by system separately.

(g) Date and time of start of e-RA shall be communicated to qualified tenderers after evaluation of the technical bids through IREPS system.

(h) During Reverse Auction process, bidders shall not be allowed to bid a rate higher than the lowest Initial Price Offer.

(i) Reverse Auction among bids categorized as Qualified for regular/bulk order shall be conducted on IREPS Platform. Bidders shall be able to see the auction screens.

(j) During auction period, identities of the participating tederers will be kept hidden.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:03 IST 2023

(k) Minimum admissible bid value will be last bid value minus minimum decrement as specified by the tendering authority before starting of reverse auction. Starting point for reverse auction shall be the lowest Initial Price Bid of the tenderer eligible for award of contract.

(l) After close of the RA, tabulation of last (minimum) bids received from all the tenderers will be generated and made visible to Railways and participating tenderers.

(m) Bidders will not be allowed to withdraw their last offer.

(n) L-1 will be defined as the lowest bid obtained after the closure of R.A. session.

(o) Vendor shall not be required to be present in the Railway office for any e-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the IREPS website after tender opening.

(p) All the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement after tender opening, from any remote location using internet access by visiting the web site www.ireps.gov.in instantly after opening of the virtual tender box, by clicking on the icon.

(q) The purchaser does not guarantee opening of the tenders immediately after the closing date and time due to reasons beyond its control and hence tenders can be opened after the due date and time also. It will however, be ensured that no offers are submitted after tender closing date and time. Vendors cannot submit/ modify any offer or attach any file to it after the closing date and time as stipulated in the tender notice. System does not permit any alteration, modification, deletion of any entry or condition, offered by the tenderer in the e-tender, after closure of the virtual tender box.

(r) The Purchaser or any officer authorized on behalf of the Purchaser does not bind himself to accept the lowest or any other offer and reserves the right to cancel, reduce or divide the contract on more than one source without assigning any reason for such action.

11.0 Acceptance of Tender:

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: 24 15:39:04 IST 2

11.1 The purchaser reserves the right to reject any or all of the tenders in part or full at his sole discretion without assigning any reasons.

11.2 Railways does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance of the whole or any part of the quantity offered. The decision of Railways with regard to allotment of quantity so as to ensure uninterrupted supply of sleepers will be final. .

11.3 The acceptance of the tender will be communicated by letter of acceptance direct to the tenderer. In case where a counter offer is issued, the unconditional acceptance of counter offer will result in a validly concluded contract, though formal letter of acceptance may be forwarded to the contractor at a later date.

12.0 The Special Conditions of Contract are enclosed. The Special Conditions of the Contract will have precedence over the IRS conditions and instructions to tenderers.

Enclosures:

1. Special Conditions of Contract — ***Annexure- I***
2. IRS Specifications for PSC Sleepers – Pre-tensioned Type — ***Annexure-II***
3. Schedule of Technical Requirement — ***Annexure-III***
4. Indemnity Bond for 90% payment — ***Annexure- IV***
5. Indemnity Bond for balance 10 % payment — ***Annexure- V***
6. Guidelines for e-RA – with no elimination modification — ***Annexure-VI***

Vetted

5/9/23

13 Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

04/09/23

4-9-23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:39:05 IST 2023

N.Rly.

MODIFICATIONS in Invitation and Instructions to Tenderers
(Tender No. 77226005)

Para 6.4 is to be read as follows in lieu of the existing

Minimum Quoted quantity by a tenderer for a plant (Cumulative for all the consignees) should not be less than or equal to 50% of RDSO certified rated production capacity for a period of 2 years under consideration, i.e., minimum quantity (Cumulative for all the consignees) to be quoted by a tenderer should not be less than or equal to = (2 x 0.5 x 12 x monthly certified production capacity by RDSO). Offers quoting (Cumulative for all the consignees) for less than specified minimum quantity or cumulative tendered quantities for all the consignees (whichever is lower) will be summarily rejected.

Para 7.0 (ii) is to be read as follows in lieu of the existing

Quantity allotment to a particular CSP for two year period for a particular consignee will not exceed the "quoted quantity" for that consignee or the "production capability" as defined in Para 7.0 (i) above, whichever is lower. In case, one CSP is in the zone of consideration for ordering for more than one consignee, then at the time of quantity allocation, total quantity to be allotted (cumulative for all the consignees, as the case may be) will not exceed the "Production Capability" of the CSP for two year period, as defined in Para 7.0 (i) above.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:51:19 IST 2023

Signature Not Verified
Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: 2023.08.16 12:54:22 IST
Reason: IREPS-CRIS
Location: New Delhi

N.Rly.

ANNEXURE-IV OF TENDER DOCUMENT

INDEMNITY BOND

The President of India
Through

THIS INDENTURE made on this day_____by M/s. (Duly registered under the Indian Co. Act. 1956) and having its registered office at _____, hereinafter called the contractor (which expression shall include its successors) in favour of the President of India acting through PCMM, Northern Railway, hereinafter called the Purchaser (which expression shall include his successors and assignees).

WHERE AS under the formal order/contract specified in schedule, I/We have agreed to supply mono block concrete sleepers to the President of India (hereinafter called the Purchaser) at the time and place and in the manner detailed there in.

WHERE AS purchaser agreed to accommodate the contractor in case in which the purchaser thinks fit by making 90% payment of value of Mono block PSC Concrete Sleepers which have been inspected and passed by the Purchaser or his nominee.

In consideration of such payment I/We am/are hereby is/are expressly prepared to accept certain liabilities as herein after set out but such liabilities shall not affect the passing of the sleepers concerned to the purchaser.

NOW, I/We hereby agree, declare and undertake as follows:

(i) I/We shall remain absolutely responsible for the safe custody and protection of _____ sleepers, which were inspected and passed by the Railway Authority by IC No. _____ dated_____, but could not be dispatched due to non availability of wagons against all risk whatsoever, till those are dispatched under the above mentioned contract and duly delivered. The President of India, however, shall be kept indemnified against any losses and/or damage to the said sleepers till delivery to the ultimate consignee. The said sleepers shall however, be at all time open to the inspection by officer who may be authorized on behalf, by the purchaser or his nominee.

(ii) Details of quantity which will be loaded in my/our siding as per challan will be submitted by me/us to the consignee direct and if any discrepancy is noticed on receipt of Mono block Concrete Sleepers at the destination, the cost of quantity in deficit will be realized from my/our 10% bills.

Vetted
Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi
04/09/23

4-9-23

Signature Not Verified
Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: 2022.12.09 12:27:10 IST
Reason: IREPS-CRIS
Location: New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:51:16 IST 2023

N.Rly.

(iii) The said number of sleepers shall be loaded and dispatched correctly as per the inspection note and that no broken or un-passed sleepers, not conforming to the specification/drawings mentioned in the formal contract shall be dispatched and then in such case we shall be liable for the entire loss or damage that purchaser may sustain due to the dispatch of such broken/un-passed sleepers and I/We undertake to indemnify the purchaser against all such loss and damage and shall replace at my/our cost any of such broken/un-passed sleepers as may be dispatched by us aforesaid.

(iv) In the event of any loss or damage as aforesaid the assessment of such loss or damage and assessment of the compensation therefore would be made by the General Manager, Northern Railway or his authorized nominee from our 10% bills and the said assessment shall be final and binding upon us.

(v) Provided always that notwithstanding anything contained in the formal, order/contract, the President of India will be fully entitled to realize all dues against me/ us under orders/contracts specified in the schedule or other contracts between myself/ourselves and the President of India without prejudice due by any other lawful means.

THE SCHEDULE

Northern Railway's acceptance letter No. _____ dated _____ and Northern Railway contract Agreement No._____dated_____for manufacture and supply of Mono block PSC Concrete Sleepers.

Witness:

*Signature of the Contractor /supplier:

Address:

Dated:

Name:

Address:

Dated:

accepted

For and on behalf of the President of India.

Acceptance on behalf of the President of India should be by an officer authorized under Article 299 of the Constitution.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOC BHARADWAJ
Date: Thu Aug 24 15:51:10 IST 2

ANNEXURE -V OF TENDER DOCUMENT

INDEMNITY BOND

BY THE PRESENT INDEMNITY BOND executed by M/s ----------

.....on this.....
--------- day of ----------20---- (hereinafter called contractor) in favour of President of India/(Name of the person who has signed the agreement) ----------
.....(hereinafter called the purchaser).

2. WHEREAS – The Contractor has agreed with the purchaser to manufacture and supply PSC mono block Line Sleepers to the Railway Administration in pursuant to and in terms of a contract evidenced by the ----------.

3. AND WHEREAS pursuant to the said contract, the contractor(s) commenced dispatches of sleepers on.....and completed dispatches by .....
--.

4. AND WHEREAS under ---------- of the said contract for the supply of PSC monoblock Line Sleepers payment for the delivery of stores was/is to be made as follows:

Balance 10% of the price of each consignment will be paid on receipt of stores at consignee's end duly certified by a Gazetted officer of the consignee and on submission of a Bond for 25% of the value of Stores supplied covering the warranty period as per warranty clause. Consigner's certificate shall be enclosed with 10% bills. In case 90% payment as laid down in **clause -------** above is not sought, 100% of price of each consignment will be paid on receipt of stores at consignee's end duly certified by a Gazetted officer of the consignee and on submission of Indemnity Bond.

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

ignature Not erified
gitally signed by AJIV LOCHAN HARADWAJ
ate: 2023.09.09 :28:01 IST
eason: IREPS-CRIS
cation: New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:51:16 IST 2023

N.Rly.

5. AND WHEREAS 90% payment in respect of the Stores inspected has already been paid by the ---------- Railway to the contractor, vide Cheque No. ---------- dated ..... Rs. .....

6. AND WHEREAS the contractor submitted one of his bills being bill No. ---------- of ..... Rs. ..... for the 10% (i.e. balance amount) of the value in respect of stores dispatched by him through Railway Wagon No. ---------- booking under RR No. ---------- to the consignee thereof namely the .....

7. AND WHEREAS the Purchaser has agreed to pay the amount of Rs ---------- (in words) ..... being the 10%/100% of the said bill No.---------- upon the Contractor subject to execute an indemnity bond in the manner hereafter provided in the **para ------** of the contract.

8. NOW THEREFORE through this indenture, the Contractor hereby covenants with the Purchaser that the Contractor shall at all times hereinafter well and sufficiently indemnify and keep indemnified the Purchaser, his successors and assignee for an amount ---------- ----------(25% of the value of stores supplied) from and against such damages, loss and costs, charges and expenses, whatsoever that may be caused and incurred by the said Railway Administration on account of the short or non-receipt of the said stores said to have been dispatched by the said wagon No. ----------under the said RR No.---------- ---------- to the said consignee or on account of the said goods if delivered in whole or in part not being according to the specification and requirements of the said contract and in the event of such short or non-delivery or delivery of the goods in whole or in the part being not in accordance with the specifications and requirements of the contract, the Contractor shall pay to the purchaser on intimation to the amount as may be equal to the price of the said goods so short received or not being according to the specifications or requirements as aforesaid and also all other loss that the Purchaser may incur or suffer on account thereof the decision of ---------- ---------- Railway as to the exact amount of such loss including the price of the goods short delivered or of the goods but not in accordance with the specifications or requirements of the said contract as aforesaid being final and binding on the Contractor together with all costs, charges and expenses that the Purchaser may incur for the recovery of the said amount and loss.

AND IT IS HEREBY guaranteed by the contractor that PSC Sleepers which the contractor has supplied have been manufactured fully in accordance with the specifications and its design shall strictly follow the "as made" detailed drawing with such specifications as are notified in respect of each type. The contractor further guarantees that the PSC Sleeper shall be

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date:Thu Aug 24 15:51:17 IST 20

free from defects in material and workmanship. The contractor shall be liable to arrange the necessary replacements of the defective sleepers free of any charge only to the extent that such replacements are attributable to or arise from faulty workmanship or material or design in the manufacture of the sleepers. All replacements shall be made free of cost at destination. If the contractor so desires, the replaced sleepers 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 sleepers by the purchaser. At the expiry of this period, no claim in this respect shall lie on the purchaser.

IT IS AGREED that any approval or acceptance by the purchaser of the sleepers 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 this guarantee shall be final and conclusive. All replacements that the purchaser shall call upon the contractor to deliver under this guarantee shall be delivered by the contractor within three months from the date of intimation of such rejection of defective sleepers. If the contractor fails to replace the defective sleepers within the said period, the cost of the said sleepers at the rate stipulated in the contract shall be recovered from the payments due to the contractor.

WHEREAS IT IS AGREED that the guarantee herein contains shall expire in respect of each sleeper on the expiry of 5 years from the date of the delivery or 3 years from the date of its placing in service whichever is earlier except in respect of defects notified to the contractor prior to the expiry of such date.

9. AND IT IS HEREBY agreed between the parties hereto that the Purchaser shall be entitled to recover or adjust the cost of such replacements as aforesaid or the guaranteed amount ---------- (25% of the price of stores supplied) whichever is less out of or from the moneys, if any, payable to the Contractor in respect of the said Contract or any other contracts subsisting between the Contractor and the purchaser.

10. IN WITNESS WHEREOF the contractor has put his seal on ----------
.....

IS HEREINTO affixed pursuant to a resolution, dated ----------passed by the Board of Directors of the said Company in the presence of:

1. Shri .....

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

04/09/23

4-9-23

Digitally signed by RAJIV LOCHAN BHARADWAJ
Date: Thu Aug 24 15:51:17 IST 2023

N.Rly.

2. Shri .....

Signature of the Contractor

Firm's Name: M/s. _____

(Stamp)

Witness:

1)

2)

_____ Railway

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA

Vetted

Sr. AFA / Stores
N. Rly., HQ Office,
Baroda House, New Delhi

04/09/23

49-23

Digitally signed by RAJIV LOCHAN SHARADWAJ
Date:Thu Aug 24 15:51:18 IST 2