



NORTH EASTERN RAILWAY
(For M&P items)

Advertised Tender No 21/2012/5004/OT-77/12

Date of opening of tender – 22/06/2012

Cost of Tender Rs.- 150/-

Earnest money Rs. 7500/-

Closing time of tender 14.30 hrs.

Opening time of tender 15:00 hrs.

To,

The President of India,
Acting through the Controller of Stores,
N.E.Railway/ Gorakhpur.

Sir,

We hereby offer to supply the under noted item/items or part thereof at the price and within the period of delivery indicated below as per IRS conditions of contract and conditions of the tender and agree that in case I / We withdraw the tender before the decision & decline or fail to deposit Security money as per clause 12 of the tender after advice of acceptance, our earnest money deposited shall be forfeited to Govt. I / We shall not claim any interest on this sum while it is in your custody and shall be returned to me/us in case of non-acceptance. The offer is valid for **180** days from the date of opening.

Description: BINOCULAR MICROSCOPE AS PER SPECIFICATION ATTACHED.	
Quantity : 02 Nos. (Two Nos.)	Unit : 01 EACH
Consignee : MD/ CRI/BSB	
Quantity : 02 Nos (Two Nos.)	
Rate : (In figure) :	
(In words) :	
Excise Duty :	
Sale tax :	
Packing Charge :	
Forwarding Charge :	
Freight :	F.O.R :
Other charges, if any(Pl specify) :	
Discount :	
Delivery Schedule:	
Inspection:	

I / We have carefully studied the Special Conditions of Tender attached.

Yours Faithfully,

Signature & Seal of the Tenderer.

NB:- Tenderer should furnish Para-wise technical compliance of tendered specification. The deviations from tendered specification, if any, should be clearly mentioned in the offer. Technical leaflet of quoted model should be attached along with the offer.

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Special Conditions of Tender for M&P item:-

1. Rate quoted should preferably be firm and final, Break up of rate i.e. Excise duty, Sales Tax, packing & forwarding charges & freight etc. shall be indicated separately. However in exceptional circumstances rates with guaranteed price variation clause (PVC) based on Government controlled price indices or price list of Central Government Public Sector Undertakings or IEEMA can be submitted. However, firm price offer may be preferred over the offer with PVC.
2. (a) In case where the consignees are more (say more than 4 or so), tenders are required to Quote for the FOR station of dispatch prices with an average freight for all consignees, which will be added to FOR station for dispatch price to get FOR destination prices.
(b) In case where the consignees are four or less, tenders are required to quote FOR station of dispatch price with actual freight for each individual consignee, which will be added to FOR station of dispatch price to get FOR destination prices for each individual consignee.
3. In case any of the tenderers desire to quote packing & forwarding charges extra, the same should be quoted clearly & separately i.e. separately for packing charges and separately for forwarding charges. It should be noted that ED on forwarding charges is not payable by the purchaser. Therefore separate indication of packing and forwarding charges, as mentioned above, is necessary. If, however, any firm quotes combined packing and forwarding charges, then, for the purpose of determining inters ranking of the offer, ED will be loaded on the combined packing and forwarding charges.
4. Tenderers shall quote their item-wise rate for 'concomitant accessories / essential spares' (Items as mentioned in the tender schedule), which are required to be supplied along with the equipment / machine for commissioning. The price evaluation of offer / inter se ranking will be based on the rate of equipment / machine along with such concomitant accessories / essential spares on FOR destination basis.
5. Tenderers shall quote their rates separately for 'optional recommended spares' of their machine / equipment. Railway shall have option to purchase or not to purchase the spares from such list which will be purely need based and therefore, their rate shall not be taken for evaluation of inter se ranking of offer and shall be evaluated separately.
6. Tenderers are required to quote for post warranty Annual Maintenance for a period of five years after expiry of the warranty period of the M&P along with their offers, **failing which offer will be summarily rejected.**
(A) Tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.
(B) The charges of Annual preventive maintenance schedule for five years along with the cost of items to be used in preventative maintenance schedule during these five years are payable to supplier and sum total of these charges would be included in the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.
(C) Tenderers are required to give the cost of essential spares and service charges for each items of work of repair of M&P outside preventive maintenance contact . These charges will not be included in the price of M&P for the purpose of comparative evaluation of offers.
(D) The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.
7. Tenderers who are OEM ,must give undertaking for supply of spare parts for a period of expected life of the machine /equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a period of expected life of the machine/equipment.
8. Warranty period for M&P will be 24(twenty four) months from the date of commissioning and proving out of M&P. A maximum period of 2(two) weeks will be allowed for attending and rectification of faults during the warranty period.
Maximum down time during the warranty period will be 2% (two percent) for on line M&P and 10% (ten percent) for of line M&P calculated on quarterly basis.

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9. Purchase shall be made from the manufacturer or their authorized dealer / agent. Name, Address & Fax numbers of the manufacturer should be mentioned and valid manufacturer's authorization, in case of dealer / authorized agent, should be submitted along with the offer, failing which the offer is liable to be ignored.

If any Indian agent quotes for any imported product, they should submit Principal's proforma invoice along with their offer, failing which the offer is liable to be ignored

10. Railway reserves the right to purchase from reliable and established manufacturers or their authorized agents / dealers. Tenderers are requested to furnish the satisfactory proof of their capacity / capability along with the list of the M&P and performance statement giving copies of orders executed by them for the item during the last three years. Tenderer not submitting these requisite information may note that their offer is liable to be ignored.
11. Tenderers, if registered in the N. E. Railway, should mention the registration No., trade group, monetary limit and validity of registration. SSI unit, if registered with NSIC, should mention the registration particulars and enclose a copy of current registration certificate along with offer. In case of non-submission of these information/ documents, it shall be considered that they are not registered with N. E. Railway / NSIC.
12. The firm who are not registered in this Railway for the tendered group of item / NSIC should give their consent to deposit security money @ 5% of total value of contract failing which their offer is liable to be ignored.
13. Payment term:- 80% of the payment on proof of inspection certificate and Rail/Road Challan to be made within 30 days of receipt of documents as specified. Balance 20% payment within 90 days after satisfactory installation/ commissioning and proving test of M&P subject to submission of bank guarantee/FDR/DD for an amount of 10% of contract value, as warranty security.
- In exceptional circumstances for low value machines - 90% payment shall be released by paying authority against inspection certificate and receipted challan signed by gazetted officer of indenter for correct receipt of material in good condition at site and balance 10% payment shall be released after successful installation / commissioning and proving out of the machine by the indenter and submission of Bank Guarantee /FDR/DD of 10% of contract value for warranty obligations. Charges for installation and commissioning if any, shall be released only after successful installation / commissioning and prove out of the machine by the indenter.
14. The BG shall remain valid for 30 months from the date of commissioning which will include 24 months warranty period and 6 months claim period. The Bank Guarantee shall be released only after satisfactory performance of machine for a period of 24 months from the date of commissioning of the machine.
15. IRS conditions of contract shall be applicable
16. If ED / CST / ST / Other statutory levies are being charged extra, then tenderers should clearly indicate exact rate of the Levies / Taxes applicable. Whenever any tenderer quotes concessional rate of ED / CST / ST / Other statutory levies and at the same time reserves their rights to claim ED / CST / ST / Other statutory levies at the rate applicable during the time of supply through statutory variation clause, their offer will be loaded with maximum rate of ED / CST / ST / Other statutory levies applicable at the time of tender opening and / or as quoted , by any of the tenderer participated in the said tender.
- If excise duty varies, based on the turn over, the tenderer should indicate the maximum rate of excise duty payable. If Excise duty is not claimed in the offer and no mention is made about either ED or statutory variation , no ED will be payable. If excise duty is claimed in the offer and statutory variation is also claimed by the tenderer in the -offer, the same will be agreed to. In no case, variation in excise duty due to increase in turn over during the currency of the contract will be admissible. If tenderers misclassify the goods under relevant excise tariff rules, Railway will not pay increased excise duty due to misclassification. Excise duty will be paid subject to documentary evidence only.
17. MODVAT: Tenderers should furnish clear MODVAT declaration stating that they have taken into account all the MODVAT benefits while quoting against the tender.

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18. Tenderers should furnish Para-wise technical compliance of tendered specification. The deviations from tendered specification, if any, should be clearly mentioned in the offer.
19. Tenderers are requested to give their current bank account No., Banker's name & address and code no. in their tender to facilitate prompt payment.
20. Tenderers are required to quote their rates in Indian currency only. & Inspection of M&P items will be carried by M/s RITES. Insurance upto ultimate consignee must be ensured.
21. Penalties:- In case of failure on the part of the contractor, liquidated damages shall be levied on the contractor as under:-
 - (A) In the event of contractors' failure to have M&P commissioned by the time or times respectively specified in the letter of acceptance or contract, purchaser may withhold, deduct or recover from the contractor as penalty, a sum @ 2% (two percent) of the price of M&P which the contractor has failed to commission as aforesaid for each and every month (part of a month being treated as a full month) during which the M & P may not have been commissioned, subject to upper limit of 10% (ten percent) of contract value.
 - (B) Penalty of 0.5% (Zero point five percent) per week of the contract value will be levied for delay in response time for attending and rectification of faults beyond specified time during the warranty period as detailed above. Maximum penalty to be levied on account of warranty failure will be 5% (Five percent) of the contract value calculated during whole of warranty period and after that if there is any delay on the part of supplier, purchaser shall be entitled for encashment of WG Bonds. In such cases the bad performance of firm during the warranty period, the same will be recorded and circulated to all Railways. The same will be given due regard in deciding future orders on the firm and when evidence to the contrary is not available, the firm's offer may be even rejected.
22. If tenderer downloads the tender document from INTERNET, they should submit offer along with the requisite cost of the tender by demand draft / bank draft, in favour of FA & CAO / N. E. Railway / Gorakhpur, otherwise their offer shall be summarily rejected. The firm submitting their offer should give a certificate that the downloaded bid document submitted along with their offer, does not contain any change or modification i.e. it is verbatim same as appearing in NER's website. If later on it is found that the tenderer has made any change or modification in the downloaded tender documents, their offer is liable to be rejected along with other penal action as stipulated in para 23 below.
23. In case any tenderer is found to be indulging in changing / adding or deleting the contents of the tender documents downloaded from Internet, the tenderer will be liable to face necessary action as per extant instructions which could be removal from the approved list, banning, suspension of the business dealing etc.
24. RDSO Clause (Applicable/Not Applicable) : N/A

For items which are reserved to be procured from the RDSO/Railway's approved sources only, following conditions will also be applicable:-

Railway reserves the right to purchase Full / Bulk quantity from RDSO approved firms only. RDSO approved firms must furnish current RDSO approval certificate for the tendered item and failure to comply will mean their offers are liable to be ignored. Exceptions to this may only be done if the current (on date of Tender opening), RDSO approved status is already available with the purchaser.

a) Purchaser reserves right to place 15% of the tendered quantity order on Part -II approved sources or the highest quantity of previous order executed in the preceding 3 years in any Railway/Production Unit whichever is higher subject to maximum of 25% of the net procurable quantity in the given procurement case. Thus, all part II approved tenderers are therefore requested to submit the attested Xerox copies of documents showing the proof of successfully executed orders by them in any single order placed on them over preceding three years by Zonal Railways/Production Units and to note that non submission of such documents shall be taken as their not having any such past performance, hence their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.

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- b) Wherever all or most of the approved sources quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest with out assigning any reasons thereof.
- c) Firms are expected to quote for a quantity not less than 50% of the tender quantity. Offer for quantity less than 50% of the tender quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspect. Railway, however, reserves the right to award contract on one or more firms for any quantity.
- d) The firms quoting in cartel are warned that their names are likely to be deleted from the list of approved sources.
- e) Railway reserves the right to exercise their discretion to consider unapproved / Part-II sources for supply of bulk quantity as deemed fit.
25. Offers not submitted in/along with prescribed tender documents of North Eastern Railway dully filled in and signed by appropriate authority on their behalf **WILL BE LIABLE TO BE REJECTED**. Offers submitted in downloaded tender documents without remitting its cost **WILL BE SUMMARILY REJECTED**.
26. Bid documents of all advertised tenders of North Eastern Railway for supply of stores are available on the North Eastern Railway's website, viz. www.nerailway.gov.in. & www.tenders.gov.in Bid documents can also be obtained from the office of the Controller of Stores, North Eastern Railway, Gorakhpur-273012 and Assistant Material Manager, N.E. Railway, 161, B.B.Ganguly Street, Kolkata-700012 on production of the money receipt for depositing the cost of tender documents.
27. NSIC firms, registered for the tendered item, are exempted from paying the tender cost. However, they are required to submit their offer with the prescribed tender documents and valid NSIC certificate, failing which **THEIR OFFER WILL BE LIABLE TO BE REJECTED**.
28. Tenderer to give consent in a mandate from for receipt of payment through EFT.
29. Tenderer to provide the details will include Bank Name, Branch Name & address, Account type, Bank Account No. and Bank Branch Code as appearing on MICR cheque issued by Bank.
30. Tenderer to attach certificate from their Bank certifying the correctness of all above mentioned informations (as mentioned in para 29 above).
31. In case of non payment through EFT or where EFT facility is not available, payment will be released through cheque.
32. Delivery schedule : Within four Months
33. Inspection Clause: Consignee/ RITES
34. VAT CONDITIONS:-
- i) The Tenderer should quote the exact percentage of VAT that they will be charging extra.
 - ii) While quoting the Rates, Tenderer should pass on (by way of reduction in prices) the set off / Input tax credit that would become available to them by switching over to the system of VAT from the existing system of Sales Tax, duty stating the quantum of such credit per unit of the item quoted for.
 - iii) The Tenderer while quoting for Tenders should give the following declaration:-
" We agree to pass on such additional set off / Input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly".
 - iv) The suppliers while claiming the payment will furnish the following certificate to the paying authorities : "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".

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v) For the states in which the VAT has not yet been introduced, the existing system of sales tax shall continue.

35 . In case of any deference between the OT Tender booklet and above special conditions, the latter shall prevail.

36. Special Condition:

ANNEXURE TO TENDER NO. 21/2012/5004/OT -77/12 Due on 22/06/2012
ESSENTIAL SPECIFICATIONS FOR BINOCULAR MICROSCOPE (Imported Only)

(A) Binocular Microscope should be having following features:	Compliance of parameters to be filled by tenderer
<p>General: Dual focusing eye tubes; Sliding inter – papillary distance should be ranging between 55 to 75 mm or more; Viewing angle should be 45°; Should have high quality coated all-glass optics with 360° rotation; Optics should be coated with anti-fungus chemicals. Metal part should be made of cast aluminum. Contrast technique should be bright field; All contact-positions of metal body should anti-microbial treated.</p>	
<p>Nosepiece: Four-position nose piece; To be provided with rubber grip on turret; There should be provision of positive stops.</p>	
<p>Stage: Mechanical, Front-loading facilities for one standard sized slide; right handed with shaft length more than 7.5 cm controls; Travel area should be more than 7.5cm (X) x more than 3.5cm (Y)</p>	
<p>Condenser: Abbey: Minimum aperture approximately 1.2mm and maximum approximately 30mm; Standard condenser 0.9/1.25 oil; 0.65na disc diaphragm. Phase ring for 100x phase contrast objective</p>	
<p>Eyepieces: Should be fitted with FOV of 10x, 20 mm or more with rubber eye guards. Should be provided with fixed or movable pointer.</p>	
<p>Objectives: HI plan 4x; HI plan 10x; HI plan 40x; Phase contrast 100x oil</p>	
<p>Electrical fittings: LED illumination of 6000 K temp with minimum life at maximum intensity should be 20,000 hours. Should be provided with facility of time delay illumination (approx. one to two hours)</p>	
<p>(B) Binocular Microscope should be supplied with following essential accessories</p>	
<p>Power cord</p>	
<p>Fuse 04 in number</p>	

NB:- Firm will quote maintenance contract as per slno- 6 of special conditions of tender for M&P item.