

Instructions to bidders for manual tender (IBMT) of DMW-Patiala	
1.0	General
1.1	On behalf of the President of India, COS (Controller of Stores), Diesel Loco Modernisation Works, Patiala (hereinafter called as : “ Purchaser “) invites tenders from eligible vendors (hereinafter called as : “ Bidders “) for the supply of items as mentioned in the Tender-Form.
1.2	This tender and the contract/Purchase order placed against this tender will be governed by all the conditions mentioned in schedule of tender and documents attached with this tender.
1.3	All the conditions of IBD : Integrated Bid Document for e-tenders (except those specific to e-tenders and not in disagreement with the conditions of IBMT)): will be applicable. As Section-2,3,4 and 5 of IBD are common to both type of tenders : <i>Electronic and Manual</i> : therefore all the clauses of these <i>Sections of IBD</i> will be fully applicable. Latest version of IBD is available in Public domain on www.ireps.gov.in under <i>Goods and services module</i> (DMW : Stores)
1.4	In case of any conflict between IBD and IBMT: these conditions of IBMT of tender shall prevail.
1.5	The acceptance of bid(s) received against the tender shall constitute a binding contract between the successful bidder(s) and the Purchaser
2.0	Submission of Offers
2.1	Before submission of bid, Bidder should study all the terms and conditions mentioned in the tender document along-with the enclosure sent by Purchase with the tender form.
2.2	All the columns and fields of tender form should be filled and the bid should be submitted in the prescribed Tender-Form only in sealed cover super-scribed with : Tender No., Description of item and Opening date & time of tender and should be dropped personally in tender box kept in the office of the Purchaser for this purpose. If the bid is sent by post, the same should be sent well in advance to the Purchaser on the address given in Tender-Form with complete reference of tender on envelope as mentioned above. The bidder shall be solely responsible for timely submission of bid in designated tender box or for any postal delay or for dropping the tender in wrong tender box.
2.3	Tender received after the closing date/time will be treated as " Late tender " and will be summarily rejected. Similarly delayed tender (the bids received between closing date/ time of tender and opening date/time of tender) will also be rejected.
2.4	Tender document and the bid should be signed by legally authorized person of the bidding firm/company. The individual(s) signing the tender or any other documents connected with the bid/tender should clearly indicate his/her full name & designation and also specify whether he/she is signing as: <ul style="list-style-type: none"> i) Sole proprietor of the concern or ii) Partner (s) of the firm or iii) Director, Manager or Secretary in the case of Limited Company <p>An authenticated copy of the document, which authorizes the signatory to commit on behalf of the firm, should be attached with the bid. .</p>
2.5	Conditions for bids received through r Fax/Email
2.5.1	Bid received through fax/email (manually signed and scanned copy only) and

	found in the tender box at the time of tender opening and complete in all respects and duly signed by authorized signatory will be treated as in-time bid subject to the bidder submitting post-confirmation copy of fax/email bid within 10 working days from the opening date of tender, failing which the bid shall be deemed as unresponsive and invalid.
2.5.2	It shall be the sole responsibility of bidder to ensure that the bid submitted by Fax/email is dropped in appropriate tender box within the prescribed time and date. Purchaser shall not be responsible in any way for any delay in this respect..
2.6	Tender will be opened on its due date and time however if this date happens to be holiday, the tender will be opened on next working day at same as that of original due date of opening . In case of AT (Advertised Tender) and SLT (Special Limited Tender),the bidders (or their authorized representatives) will be permitted to attend and witness the tender opening.
3.0	In case of advertised tenders and if mentioned in the tender document, Bidder is required to submit tender cost in the form of Demand draft (DD) drawn in favor of: FA & CAO /DMW-Patiala only which should be sent along with bid. If bidder wants to claim exemption from payment of tender cost then documentary proof (such as copy of NSIC/MSE registration certificate for the tendered item) should be enclosed with the bid failing which the bid will be summarily rejected. If the tender document is downloaded from web-site, the cost of tender need not be deposited
4.0	The bid should be either typewritten or neatly hand-written in indelible ink. No erasures, alterations or over-writing is permitted on offer forms. The corrections, if any, should be properly attested by the tender signing authority. No alteration/variation will be allowed after the bid is received by this office.. Ambiguity must be avoided in filling the tender and the language used in filling the tender form must be clear and precise. Bidsr not complying with these conditions are liable to be ignored.
5.0	No alteration or cutting should be done in contents of tender form/document received by vendor/bidder from Purchaser or downloaded by vendor/bidder from authorized website of Purchaser.
6.0	Important points for compliance in bidding
6.1	Bid should be valid for at least the period mentioned by Purchaser in Tender-Form failing which the bid may be treated as unresponsive and hence liable for rejection.
6.2	Inter-se ranking of bid will be determined on the basis of landed unit rate (all-inclusive). Clause 1.30 of IBD may be referred for other details of evaluation criteria
6.3	Rate/Price should be quoted in the measuring unit given in Tender-Form only and it (alongwith other terms & conditions of bid involving financial implications) should be mentioned in both figures and words. If there is any difference in data of rate/price between two : words and figures , the bid will be evaluated with the rate higher out of two but in case of acceptance of bid Purchase order will be issued at lower rate. For all other data/conditions, the entry made in words shall be accepted,
6.4	The components of rate (Basic, Freight, Packing, GST etc,) should be mentioned separately.. Vague remarks such as other charges (without specifying the type of comment)will not be admitted.
6.5	The bid should be preferably quoted on fOR-destination basis Specific amount of freight component should be quoted, if the bid is not submitted on FOR-destination basis else the bid will be treated as incomplete and unresponsive being laiable for rejection.

6.6	Rates quoted by the bidder with discounts , if any , linked to quantity will be considered for determining inter-se ranking of the bid. Discounts with conditions attached to : Early payment, Early Receipt notes etc. will be ignored for calculating inter-se ranking. However, Purchaser may avail such conditional discounts if otherwise the bid is found to be acceptable														
6.7	The bid should be quoted on fixed and firm price basis unless specific PVC (Price Variation Clause) is mentioned by Purchaser in Tender-Form														
6.8	Please mention HSN code of your quoted product and applicable rate of GST. Also attach your registration certificate of GSTIN.														
6.9	Please submit your details of your bank account for electronic payment [NEFT/RTGS] as per Annexure:A-4.4: of IBD														
6.10	Please mention full postal address of place where the item will be manufactured and it is to be inspected														
6.11	All the relevant documents should be submitted alongwith bid, towards proof for meeting the eligibility criteria of tender.														
6.12	The bidders should submit for full quantity of tender however Purchaser reserves the right to place order on them for part quantity without assigning any reason														
6.13	The minimum value limit of Purchase Order [PO] for pre-inspection by RDSO/RITES is Rs. 5 lakhs. Below this value limit, inspection will normally be done by consignee on receipt of material unless specified otherwise in tender.														
6.14	Purchaser Reserves the right to cancel order with levy of general damages (GD) @ 10 % of contract value for outstanding quantity, in the event of failure by supplier to execute the contract as per its terms & conditions														
7.0	Performance statement and credentials														
7.1	Performance statement for supply of tendered item (or similar item having same or similar drawing/design, Raw material and Manufacturing process) to DMW/DLW/CLW or any other unit of Indian Railways in preceding 3 years should be attached with the bid in the following format <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Contract No. and date</th> <th style="width: 20%;">. Name of Purchaser/ organization</th> <th style="width: 20%;">Description of item with PL No. if any</th> <th style="width: 10%;">Quantity supplied</th> <th style="width: 10%;">Unit Rate</th> <th style="width: 10%;">Inspection certificate No</th> <th style="width: 15%;">Receipt Note</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Contract No. and date	. Name of Purchaser/ organization	Description of item with PL No. if any	Quantity supplied	Unit Rate	Inspection certificate No	Receipt Note							
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7.2	Bidder may attach self-attested copy of registration certificate (if any) of NSIC/MSE or any unit of Indian Railways for the tendered item..and other relevant documents as per clause 1.18 of IBD to prove their potential for manufacture and supply of tendered item.														
8.0	Conditions for Sample clause (applicable only if specified in Tender-Form)														
8.1	Bidder must submit samples duly signed and sealed in envelope with Tender No. and TOD (<i>tender opening Date</i>) super-scribed on it, along with bid. The samples should be sent well in advance and must be received physically in the office of Controller of Stores/Diesel Loco Modernization Works, Patiala-147003 , at least one hour before closing time and date of tender. The offers without sample will be treated as incomplete and will be summarily rejected														

Instructions to bidders for Manual tender of DMW-Patiala : DMW-IBMT-R0.pdf

8.2	Sample will be submitted by bidder free of cost. After finalization of tender, one sample of successful bidder will be sent to concerned parties (i.e. Consignee, Supplier and Inspection agency) alongwith Purchase Order (PO). An Intimation letter will be sent by Purchaser to all the unsuccessful bidders giving them a time-period of 30 days for collection of their samples failing which these samples will be destroyed or disposed by Purchaser.
8.3	Bidders should note that the sample is asked in the tender for indeterminable characteristics (such as: General appearance, Luster, Feel and Finish etc.). The supply of item shall be in conformity with sample in such respects only, whereas for the remaining characteristics the supplies must be in conformity with the tendered specification.
8.4	The bidder may inspect the Standard sample (to which procurement is being done in this tender : if it is specified in tender form) available in Tender Section of COS office/DMW-Patiala during office hours on any working day
9.0	Though the all the clauses of IBD should be studied and understood by the bidder as mentioned in clause 2.1 but some important Conditions of IBD are listed as under for easy referencing and guidance of bidders.

Subject	Clause
Tender cost	1.7
NEFT	1.16 and A-4.4
Documents to be submitted with Bid	1.18
Authorization from OEM (Original Manufacturer)	1.20
EMD (Earnest Money Deposit) & SD (Security Deposit)	1.23
Formats of BG for EMD,, SD and Warranty	A-4.1 , 4.2 and 4.3
Instructions and conditions for GST	1.25
Price Variation Clause (PVC)	1.29
Evaluation criteria	1.30
Purchase preference (MSE and MII : Make in India)	1.21
Splitting of tender quantity	2.3
Eligibility criteria (approved vendors)	2.4
Payment Terms	2.8
Inspection clause	2.9
Liquidated damages, Denial Claiuse and Risk Purchase	2.11
Cartel Formation	2.12
Arbitration Clause	2.15
Handling of rejections	2.18
Issued by : Dy. Chief Materials Manager, Diesel Loco Modernisation Works, Patiala on 06.06.2018	