

BID DOCUMENT PART-I
GENERAL CONDITIONS OF CONTRACT FOR CRIS

1 DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires.

- 1.1 “CRIS” would mean the Centre for Railway Information Systems acting through its Managing Director or any other representative authorized by him.
- 1.2 “Acceptance of Bid” means the letter/fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.
- 1.3 “**Contract**” means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;
- 1.4 The “**Contractor**” means the person, firm, bidder or company with whom the purchase order is placed and shall be deemed to include the contractor’s successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Successful Bidder” have been used interchangeably in this bid document.
- 1.5 “**Purchasing Officer**” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of the Managing Director/CRIS.
- 1.6 The “**Purchaser**” means Managing Director/CRIS for and on behalf of CRIS or any representative authorized by him. It also includes Managing Director/CRIS’s successors and assignees/transferees.
- 1.7 **Bidder/ Tenderer:** Shall mean a company/firm in its individual right or the legal member of the consortia.
- 1.8 **CRIS Project Manager**” means designated representative of CRIS authorized as head of concerned project and is authorized to take decisions on behalf of CRIS in respect of project implementation.
- 1.9 “**Bidder’s Project Manager**” means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one point interface with CRIS.
- 1.10 “Service” means:- a service to be given by contractor as stated in contract details
- i) in relation to Hardware, including networking equipment and infrastructure and office machines

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

- ii) In relation to manpower and Annual Maintenance Contract.
 - iii) In relation to system/application software supplied by the bidder
 - iv) Training
 - v) Development and support
- 1.11 “Personnel” means Staff, employees, agents, contractors and sub-contractors of either party and also includes the staff, employees, agents and contractors of those subcontractors with qualification, experience and certification.
- 1.12 “Software” means system/ application software to be supplied by the contractor, as stated in the contact details.
- 1.13 “Specifications” means all the functional, operational, performance or other characteristics required of a Product or Service found in tender document part-II or any of the annexure or addendum to the tender document.
- 2.0 Authorized Signatory and address of the contractor: The Signatory of the tenderer should attach an authorization certificate mentioning:
- 2.1 The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.
- 2.2 One of the partners in the case of a “Partnership” firm, , in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the absence of such authority all partners should sign the Tender.
- 2.3 A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.
- 2.4 For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.
- 3.0 **QUALIFICATION CRITERIA OF TENDERER (It is compulsory to enclose supporting documents without which the bid may be disqualified)**
- 3.1 In case of single or limited tenders, only tenderers who are specifically invited by CRIS or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender as per proforma given in Annexure-6, shall be eligible to participate subject to fulfillment of special eligibility conditions laid down in the Special Conditions given in Tender document Part-II.
- 3.2 Qualification criteria for advertised/open tenders shall be as stated in Tender Document Part- II i.e. SCC.
- 3.3 **Consortium bidders:**

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

- 3.3.1 Bids is submitted by a Consortium shall be acceptable if specifically permitted in Part-II of the Tender Document. In such cases, the lead partner of the consortium should fulfill the qualifying criteria given in para-3.2 above.
- 3.3.2 A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized signatories as defined in para -2 above for each constituent member of the consortium , must be submitted along with the offer.
- 3.3.3 No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to CRIS which CRIS will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to CRIS.
- 3.3.4 Notwithstanding any change in the composition of Consortium at post purchase order stage, complete and total responsibility and liability for execution of the contract shall remain of the lead partner.

4.0 EARNEST MONEY DEPOSIT AND TENDER COST

- 4.1 The bidders shall submit along with the bid, earnest money deposit(EMD) of value indicated in the tender notification in the form of Demand Draft of validity 90 days or Fixed Deposit Receipt of validity 180 days issued by any Commercial/Nationalized Bank drawn in favour of “CRIS, New Delhi”.
- 4.2 Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid and is open for acceptance whether originally fixed or extended.
- 4.3 Any bid not accompanied by EMD will be summarily rejected.EMD shall also be forfeited if bidder fails to execute performance guarantee bond within stipulated time after acceptance of bid is communicated to him.
- 4.4 The EMD will be returned to the successful bidder only on submission of the performance guarantee bond in the prescribed format and of the requisite amount.
- 4.5 No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the tenderer.
- 4.6 The Earnest Money shall remain deposited with the Purchaser for the period of 180 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extension shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

5.0 COMPLETION OF TENDER DOCUMENTS

- 5.1 All columns of the technical specifications compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.
- 5.2 The Purchaser will accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification except where Make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final. The Tenderer should also furnish "Statement of Deviations" from tender specifications as per proforma given in Annexure – 4 of tender document part-I along with the offer.
- 5.3 The authorized representative of the tenderer must duly attest any alteration.
- 5.4 Each page of the bid is to be signed by the tenderer.
- 5.5 Tenderer shall submit all technical information and product brochures along with the techno-commercial bid. The language of these documents must be English.
- 5.6 The tenderer should submit self details as per proforma given in Annexure 7.
- 5.7 Tender documents with non-compliance of the above clauses are liable to be rejected.

6.0 AMENDMENTS TO BID INVITATION.

- 6.1 The purchaser reserves the right, to make revisions or amendments to the tender conditions, when deemed necessary, prior to the closing date of the tender, through proper notification or web-site. The bidders must watch CRIS web site for any such amendments. The purchaser shall be at liberty to consider extending the date set for the Tender opening by such a number of days as in the opinion of the purchaser will enable the bidder's to revise their bids.

7.0 CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT:

- 7.1 In case any bidder find any discrepancy or omission in the any part of the tender Document/or he has any doubt to their meaning, he should notify the Purchaser minimum 7 days prior to tender opening date who may clarify and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder to seek any extension of tender opening date.
- 7.2 It shall be understood that every endeavor has been made to avoid any error which can materially affect the basis of the bid and successful bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered

and shall make no subsequent claim on account thereof.

- 7.3 The submission of the tender will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

8.0 PROCESS TO BE CONFIDENTIAL

- 8.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.

- 8.2 Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

9.0 COPIES. Deleted Clause

10. BID OPENING.

- 10.1 The Bid opening will be done as prescribed in para 5.1 to 5.3 of “INSTRUCTIONS TO TENDERERS for E-Tenders”

11 TECHNICAL CLARIFICATIONS.

- 11.1 To assist in the examination, evaluation and comparison of bids, CRIS may ask the tenderer individually for a clarification on his bid including breakdowns of unit rates. The request for clarification and the responses shall be in writing/fax but no change in price or substance shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by CRIS during the evaluation of bids. Such reply shall be given within the time limit mentioned in the intimation issued by CRIS, failing which CRIS will be at liberty to conclude that nothing further is to be submitted by the vendor on this matter.

- 11.2 The bidder should make available the offered products, if desired during evaluation of bids for benchmarking of the application to ensure that there are no compatibility issues.

12. VALIDITY.

- 12.1 The validity of the bid must be for a minimum of 90 days in case of single Bid packet and 120 days in Two Bid packet from the last day of bid submission. Any subsequent extension of validity shall be for minimum 60 days.

13. RIGHT OF ACCEPTANCE

13.1 CRIS reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order. CRIS reserves the right to reject any or all tenders without assigning any reason to the tenderers. CRIS may call upon one or more tenderers for demonstration/testing of all or any quoted item at CRIS office.

14.0 INDEMNITIES AND LIABILITIES.

14.1 The contractor shall indemnify and protect the purchaser from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from CRIS/Railways by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.

14.2 Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to direct damages. However, any liabilities arising out of breach of any obligation(s) commonly applicable in Indian or International law or regulation or intellectual property right infringements etc shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

15.0 INSURANCE:

15.1 The purchaser shall not arrange for any 'Transit Insurance' and the supplier will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee.

16.0 LOCAL CONDITIONS.

16.1 It will be the sole responsibility of each bidder to fully acquaint him with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost.

17.0 PRICES.

17.1 All Prices shall be in Indian Rupees and no foreign exchange/import license shall be provided. The prices should be inclusive of all taxes, duties, P&F Charges, freight insurance, levies applicable at the time of submission of bid. However, Firm should explicitly indicate these charges in there offer. If offer is silent about the above charges then it will be presumed that prices are inclusive of these charges. In this case bidder will have no right to demand and charges/additions to such charges as may be levied, subsequent to opening of the bid.

17.2 In case of change in any duty or tax on account of change in rules/legislation by the

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

Government, the actual rates as applicable at the time of supply shall be payable only for taxes which are clearly stated as percentages in the offer.

17.3 Quoted prices shall remain firm for the period of validity of the offer.

17.4 CRIS reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order.

18.0 PRICE FALL

18.1 The prices charged for the goods/services supplied under the contract by the vendor shall at no event exceed the lowest price at which the vendor sells the goods or offers to sell the goods of identical description to any person/ organization including the purchaser or any department of State/Central Government, as the case may be during the currency of the contract.

18.2 If, at any time during the said period the vendor reduces the sale price, sells or offers to sell such goods to any person/organization including the purchaser or any department of State/Central Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

18.3 The above clauses is applicable for Rate Contract Tender only and not for fixed quantity tenders

19.0 ACCEPTANCE OF PURCHASE ORDER.

19.1 Prior to the expiry of bid validity, the successful bidder shall be notified for advance acceptance by mail/fax/letter. The successful bidder within 21 days of issue of advance acceptance shall submit performance bank guarantee as per clause – 23.0.

20.0 DELIVERY

20.1 Delivery time to supply the good to the consignees is stated in the Part-II of the Tender Document. In absence of delivery in Part II, delivery shall be taken as within 6 weeks from the date of purchase order.

20.2 The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended:

20.3 In case of failure by firm to supply the goods/services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part

of Sub-Contractor shall be the sole responsibility of the bidder.

21.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY.

Any delay by the vendor in the performance of the delivery obligations shall render him/her liable to Liquidated Damages .In the event of tenderer's failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, CRIS shall be at liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total order value. Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges for a site. The supply shall be taken as complete only after the last installment of supply has been made.

22.0 GENERAL REQUIREMENTS.

- 22.1 The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.
- 22.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in writing to CRIS, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". CRIS shall be at liberty to accept or reject such request without any impact on the contract conditions.
- 22.3 The tenderer must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- 22.4 The tenderer shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order.
- 22.5 The tenderer along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at CRIS, Chanakyapuri, New Delhi.
- 22.6 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.
- 22.7 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.
- 22.8 Detailed designs and drawings required for installation of equipment and the

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

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scheme of layout and connections required shall be submitted by the tenderer along with his offer.

- 22.9 Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation and working of all equipments shall be responsibility of the tenderer.

23.0 PERFORMANCE CUM WARRANTY GUARANTEE BOND

- 23.1 After receipt of advance acceptance the contractor shall furnish a Performance cum Warranty Guarantee (PWG) Bond from a SBI and its Associates Banks, Nationalized banks, Other Public sector Banks and private sector Indian Banks (approved by RBI) as per Performa attached (Annexure 8 of tender document Part-I) within 21 days of issue of advance acceptance for an amount equivalent to 10% of the value of the contract.

The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods supplied under the contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PWG Bond by an equivalent period.

- 23.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfillment or performance of the contract in all respect of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall be entitled to deduct from the amount of PWG Bond any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the PWG Bond shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.

- 23.3 The PWG Bond will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfillment of warranty obligations for the complete equipment in terms of the contract.

24.0 PAYMENT TERMS AND CONDITIONS

- 24.1 80% of the value of complete equipment supplied shall be paid by the purchaser on receipt of material by consignee in good conditions and upon furnishing the following documents:
- i) Certificate of receipt of complete equipment in good conditions by the consignees in terms of the contract as per annexure 10.
 - ii) Pre-Inspection certificate by CRIS or as laid down in the purchase order.
 - iii) Confirmation of the validity of PWG Bond of 10% of the value of contract for a period up to 3 months beyond the last date of warranty period.

- 24.2 Balance 20% shall be paid after installation and commissioning of the equipment to the satisfaction of the consignee and upon furnishing the following documents:
- i) Final Certificate of successful commissioning of complete equipment issued as per the inspection and acceptance procedure given in the purchase order as per annexure-11.
 - ii) Confirmation of the validity of PWG Bond of 10% of the value of the contract for a period up to 3 months beyond the last date of warranty period.
 - iii) In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier to be certified by CRIS Project Manager, part payment may be claimed for the goods and services actually commissioned.
 - iv) In case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20 % of the cost of equipment remaining noncommissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.
 - v) Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after sales-service period, or, as defined in tender document part-II.

25.0 WARRANTY.

- 25.1 Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material whichever is minimum for all hardware & system software, Networking Equipment. The format for offering warranty by the tenderer is enclosed as Annexure -5 in Tender Document part -I.
- 25.2 In case of warranty period stated in tender document part-II is longer than 12 months, warranty shall be applicable for stated period from the date of complete commissioning or stated warranty period plus 6 months from the date of completion of supply of material.

26.0 INCOME-TAX

- 26.1 Income tax shall be deducted at source by CRIS from all the payments made to bidder according to the Income tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption.
- 26.2 A certificate shall be provided by CRIS to the bidder for any tax deducted at source.

27.0 ENHANCEMENT OR REDUCTION OF QUANTITIES:

- 27.1 The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30 % without assigning any reasons. The

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

bidder shall comply to such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

28.0 TERMINATION FOR DEFAULT.

- 28.1 CRIS may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof if:
- i The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.
 - ii The vendor fails to perform any other obligation(s) under the contract.

29.0 SETTLEMENT OF DISPUTES AND JURISDICTION

- 29.1 The contractor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim if made by the Contractor, after he shall have signed a “No Claim” certificate in favour of the Purchaser, after the contract is finally completed. The contractor shall be debarred from disputing the correctness of the items covered by “No claim” Certificate or demanding a reference of Arbitration in respect thereof.
- 29.2 Matters finally determined by the Purchaser: All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the contract or after their completion and whether before or after the termination of the contract, shall be referred by the Contractor to the purchaser and the purchaser shall within a reasonable time period after their presentation make and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specifically provided for by these or other special conditions, given and made by the purchaser, or by the officer on behalf of the purchaser, are matters which are referred to hereinafter as “Excepted Matters” and shall be final and binding upon the contractor and shall not be set aside on account of any informality, omission, delay of error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.
- 29.3 Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be entitled to, or if the purchaser fails to make a decision within a reasonable time, then and in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only such dispute, or difference of which the demand has been made and no other shall be referred to arbitration.

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

- 29.4 “In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or ‘Instructions to Tenderers’ or in connection with this contract (except as to any matters the decision of which is specifically provided by these Conditions or ‘Instructions to Tenderers’ or the Special Conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer / Retired Railway Officer appointed to be the Sole Arbitrator, by MD/CRIS. The Gazatted Railway Officer / Retired Railway Officer to be appointed as Sole Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Page 16 of 53 railway servants had expressed views on all or any of the matters under dispute or difference. The award of the Sole Arbitrator shall be final and binding on the parties to this contract”
- 29.5 The arbitrator may from time to time with the consent of all the parties to the contract enlarge the time for making the award.
- 29.6 If the value of the claim in a reference exceed Rs. Two lakhs, the arbitrator shall give reasoned award.
- 29.7 The venue of arbitration shall be the place from which the acceptance of bid is issued or such other place as the Managing Director, CRIS at his discretion, may determine.
- 29.8 Upon every and any such reference, the assessment of costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 29.9 If the Contractor does not prefer his specific and final claims in writing, within a period of 60 days of receiving the intimation from the purchaser that the final bill is ready for payment, he will be deemed to have waived his claim(s) and the purchaser shall be discharged and released of all liabilities under the contract in respect of those claims.
- 29.10 Obligation during pendency of arbitration: Work/Purchases under the contract unless otherwise directed by the purchaser will continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld, except payments involved in the dispute, on account of such proceedings provided, however, it shall be open for arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.
- 29.11 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper and it shall be the duty of the parties here to be or cause to be done all things as may be necessary to enable the Arbitrator to make the award without any delay.
- 29.12 Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.
- 29.13 The jurisdiction for settlement of any disputes through Court under this contract

shall be at Delhi.

30.0 FORCE MAJEURE

30.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option, terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Successful tenderer at a price to be fixed by the purchaser with mutual consent which shall be final. All unused, undamaged and acceptable materials bought out components and stores in course of manufacture in possession of the Successful tenderer at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and goods as the Successful tenderer may with the concurrence of the Purchaser select to retain.

31.0 EVALUATION OF OFFERS:

31.1 Single bid tenders:

31.1.1 Final selection will be made on the basis of lowest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document part-II, as well as any others costs seen to be arising as a part of offer due to taxes or duties based on the offer.

31.1.2 Additional features/enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

31.2 Two bid tenders:

31.2.1 The Technical bids shall be opened first on the prescribed tender opening date and price bid shall be opened later, on a specified date which would be made known to the technically suitable tendering firms after technical evaluation has been completed so as to ensure that all offers are evaluated technically without bids.

- 31.2.2 For deciding inter-se position at the time of commercial evaluation, the prices of original price bid shall normally be considered. However, supplementary commercial bid prices shall also be taken into consideration for deciding the inter-se position in case of revised/upgraded specification/items whose revised prices have been called for from bidders. Final selection will be made on the basis of lowest cost from amongst the technically suitable bids for which the commercial bids are opened.

32.0 Applicability of policies of Govt. of India

32.1The relevant policy notification/circulars/instructions issued by Govt. of India (such as Ministry of Railways/Finance/communication & Information Technology etc.) from time to time related to procurement, will be applicable. However, the firms seeking advantage/preference under these relevant policy notification/circulars/instructions, are required to submit complete documentary support in this regard otherwise their claim will not be considered.

32.2Guidelines on MSME firms:

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

In pursuance of the public procurement policy on MSE, the following will be applicable in procurement of goods and services produced and provided by small enterprises.

- (1) Tender sets shall be provided free of cost to MSEs registered with the following agencies for the item tendered.
 - (i) District industries Centers
 - (ii) Khadi and Village industries Commission
 - (iii) Khadi and Village industries Board
 - (iv) Coir Board
 - (v) National Small Industries Commission
 - (vi) Directorate of Handicraft and Handloom
 - (vii) Any other body specified by Ministry of MSME.
- (2) MSEs registered with the above agencies for the item tendered will be exempted from payment of Earnest Money.
- (3) In tenders, 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 situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 20% of the total tendered value.
- (4) I) MSEs who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSEs registered with any of the mentioned above agencies mentioned in the notification of Ministry of MSME indicated above.
II) The MSEs must also indicate the terminal validity date of their registration.

Failing (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.3.12.

FORMAT FOR SUBMISSION OF OFFERS

To,
The Managing Director,
CRIS, Chanakyapuri,
New Delhi, Pin- 110021

REFERENCE: Tender No.....Date of Opening.....

1. We hereby certify that we are established firm of
manufacturer/authorised agents* of M/s
..... with factories
at..... which are fitted with modern equipment and where the production
methods, quality control and testing of all materials and parts manufactured or used by us are
open to inspection by the representative of CRIS. We hereby offer to supply the following
items at the prices and within the period of delivery indicated below:

1. Item No.
2. Description
3. Specification
4. Unit
5. Quantity
6. Price per unit / carriage insurance paid till destination (in Indian Rupees)
7. Terms of Payment
8. Delivery Period
9. Gross weight(s) and dimensions of packages(s), per unit.
10. Break up of price shown in Sr. No. 6.
 - a. Ex-factory price(including cost of all accessories)
 - b. Excise duty
 - c. Other levies
 - d. Sales Tax
 - e. Packing charges
 - f. Forwarding charges
 - g. Freight to destination
 - h. Insurance charges (if any)
 - i. Other charges, if any (should be specified)
 - j. CIP Destination Price (a)+(b)+(c)+(d)+(e)+(f)+(g)+(h)+(i)
 - k. Discount, if any
 - l. Net price after discount

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.

Tel: 24106717, 24104525, Fax No. 91-11-26877893

m. Installation & commissioning charges

2. It is hereby certified that we have understood the Instructions to Tenderers and also the General Conditions of Contract attached to the tender and have thoroughly examined specifications, drawings and/or pattern, given in the tender document part-II . We agree to abide solely by the General Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

3. We hereby offer to supply the goods/services detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

4. Earnest Money/Bid Guarantee for an amount equal tois enclosed in the prescribed form .

5. We possess the necessary Industrial License from the Government of India for manufacturing and marketing the items offered.

Dated 20

.....
Signature and Seal of Manufacturer/Tenderer

Note:

1. The offer must be submitted as per this Performa. The tenderer may use his letter head to submit his offer.

ANNEXURE-2

PERFORMANCE DETAILS

List of similar works / supplies completed (installed and commissioned) in previous 3 CALENDER YEARS including current year. Client Name	Purchase order no. & date	Items supplied and date completed	Contact person & Tel. No.
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ANNEXURE-3

AFTER SALES SERVICE CENTRES

The service centers listed below are fully functional and equipped with spares and skilled manpower for providing satisfactory after sales services within a radius of 200 Kilometers of the consignee locations for the equipment supplied by us under this contract. Consignee name tender document part-II	Consignee site locations	Nearest service centre address	Service Contact person & Tel. No.
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**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers & General Conditions of Contract given in part-I of tender document and Special conditions given in part-II of tender document:-

CLAUSE DEVIATION REMARKS

(Including Justification)

WARRANTY

We warrant that the equipment to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material workmanship and manufacture and shall be of the highest grade and equally consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for and acceptance of the goods, but shall expire ----- months (to be called warranty period) from after their successful installation and acceptance by the purchaser or warranty period plus 6 months from the date of completion of supply of material.

We also warrant that the function contained in the system software if any will meet the manufacturer's specification together with any clarifications given by us and that the operation of these firmware will be uninterrupted and error free and all software defects, if any will be corrected by us.

The obligations under the warranty expressed above shall include all costs and taxes relating to labour, spares maintenance (preventive and unscheduled) and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or falls to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the purchaser to the supplier.

Signature of the Witness Signature of the Tenderer

Date :

Seal of the company

**CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.
Tel: 24106717, 24104525, Fax No. 91-11-26877893**

ANNEXURE - 6

**PROFORMA FOR AUTHORITY FROM OEMs (Original Equipment Manufacturers)
(To be submitted by bidder if they are authorized representatives of an OEM)**

No..... dated

To,
The Managing Director,
CRIS, Chanakyapuri,
New Delhi, Pin- 110021

Dear Sir,

Sub:- CRIS, New Delhi's Tender No.....

We, an established and reputable manufacturer ofhaving factories at and offices at do hereby authorize M/s(Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No.

Your faithfully,

(Name)
for& on behalf of M/s
.....
(Name of Manufactures)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

BIDDER'S SELF INFORMATION:

1. Bidders's Proposal number and date:
2. Name and address of the Bidder:
3. Address of the bidder:
4. Turnover of last 3 financial years:
5. Collaboration , if any:
6. Name and address of the officer to whom all references shall be made regarding this tender enquiry. His/her telephone, mobile, fax and email.
7. Any other point tenderer may like to specify.

Signature:

Name/designation:

Company name/address:

Seal:

Signature:

Date:

**PROFORMA OF BANK GUARANTEE FOR 10% OF CONTRACT VALUE FOR
CONTRACT PERFORMANCE CUM WARRANTY GUARANTEE BOND**

Ref..... Date

Bank Guarantee No.....

To
Managing Director,
Centre for Railway Information Systems,
Chanakyapuri,
New Delhi – 110 021.

1. Against contract vide Advance Acceptance of the Tender No..... datedcovering supply/ installation/commissioning of(hereinafter called the 'Contract'), entered into between the MD/CRIS (hereinafter called the CRIS) and.....(hereinafter called the 'Contractor') this is to certify that at the require of the Contractor weBank Ltd., are holding in trust in favour of the MD/CRIS, the amount of(write the sum here in words) to indemnify and keep indemnified the MD/CRIS against any loss or damage that may be caused or likely to be caused to or suffered by MD/CRIS by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof whether any breach of any of the terms and conditions of the said contract and or in the performance thereof has been committed by the Contractor and amount of loss or damage that has been caused or suffered by MD/CRIS shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to MD/CRIS.

2. We,Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till(viz. the date upto 3 months after the last date of warranty on goods/services supplied under the contract) hereinafter called the "said date" and that if any claim accrues or arises against us,Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against usBank Ltd., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from CRIS.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we,.....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of CRIS.

4. WeBank Ltd., further agree that the CRIS shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor

CRIS Centre for Railway Information Systems Chanakyapuri, New Delhi.
Tel: 24106717, 24104525, Fax No. 91-11-26877893

from time to time or to postpone for any time or from time to time any of the powers exercisable by CRIS against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and WeBank Ltd., shall not be released from our liability under this guarantee by reason of any such variation of extension being granted to the said Contractor or for any forbearance and or omission on the part of CRIS or any indulgence by CRIS to the said Contractor or by any other matter the effect of so releasing us from our liability under this guarantee.

5. WeBank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.
excluding current year

Date..... Signature

Place Printed Name.....

Witness
(Designation)

.....
(Bank's Common Seal)

IMPORTANT NOTICE

(A) The following check list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

CHECK LIST

1. Have you submitted a complete offer? It should consist of following:

(a) EMD as required vide para 4.0 of Bid Documents Part – I	Submitted/Not Submitted
(b) Quotation in prescribed Proforma-Annexure 1 of Bid Documents Part- I	Submitted/Not Submitted
(c) Performance statement as per Annexure - 2 of Bid Documents Part - I	Submitted/Not Submitted
(d) After sales centers information as per annexure 3 of Bid Documents Part - I,	Submitted/Not Submitted
(e) Statement of Deviations from Tender Conditions Annexure – 4 of Bid Documents Part – I	Submitted/Not Submitted
(f) Warranty offer proforma Annexure - 5of Bid Documents Part - I	Submitted/Not Submitted
(g) Letter of Authority if required Annexure - 6 of Bid Documents Part - I	Submitted/Not Submitted
(h) Contractors self information Annexure - 7 of Bid Documents Part - I	Submitted/Not Submitted
2. Have you submitted other supporting documents to establish your eligibility? It may consist of the followings:	Submitted/Not Submitted
(a)Purchase order copy and completion certificate copy as per para 3.2.2 Bid Documents Part - I	Submitted/Not Submitted
(b) Annual reports for last 3 financial years excluding current year as per para – 3.2.3 Bid Documents Part – I	Submitted/Not Submitted
3. Have you quoted the prices in the words as well as in figures	Quoted/Not Quoted

.....
Signature & Seal of the
Manufacturer/Tenderer

PRELIMINARY TEST CERTIFICATE

Sub: INSPECTION DEMAND NOTE -(for release of 80% payments)

PURCHASE ORDER NO.

DATED

Against the above mentioned purchase order, the items detailed below have been received on _____.

Item	Description				
S.No.	Physical Check	Power On Test	Ports	Firmware/Software	Remarks

It is certified that the above mentioned items confirms the specifications/requirements of the purchase order and all the items required as per purchase order have been delivered to consignee as per terms and conditions of purchase order.

	Vendor	CRIS/Railways
By (sign)	_____	_____
Name	_____	_____
Design	_____	_____
Date	_____	_____

FINAL COMMISSIONING CERTIFICATE

Sub: INSPECTION DEMAND NOTE -(for release of 20% payments)

PURCHASE ORDER NO. _____ DATED _____
NAME OF SITE _____
NAME OF ZONAL RAILWAY _____
NAME OF ITEM _____
NAME OF VENDOR _____

Against the above mentioned purchase order, the items detailed below have been successfully commissioned after installation and testing. The training as required has also been provided by the vendor as per specifications in the PO. All the supply/delivery/commissioning formalities under the contract/purchase order have been fulfilled/complied by the supplier.

Item	Description	Quantity

	Vendor	CRIS/Railways
By (sign)	_____	_____
Name	_____	_____
Design	_____	_____
Date	_____	_____