

Special terms & conditions for Supply, Installation, Testing & Commissioning of ATVMs

- 1) Automatic Ticket Vending Machines (ATVMs) and Station Management Console with other equipments and specified accessories are to be supplied, tested, installed and commissioned as per Railway requirement at designated locations. Firm has to provide 03 years comprehensive onsite warranty along with service support and 02 years (4th and 5th year) comprehensive annual maintenance contract (AMC). These ATVMs will be used to issue tickets. ATVMs will be operated through prepaid contactless smart cards.
- 2) **Eligibility:** Bulk or entire quantity will be purchased from firms who have successfully supplied, installed & commissioned minimum 50 Nos. of ATVMs to Indian Railways/Government organizations in a single Supply Order as on date of tender opening. Performance report of successful installation and commissioning is to be enclosed along with offer.
- 3) The equipment offered should be in accordance with the stipulated technical specifications and should be capable of running the CRIS ATVM application.
- 4) Firm should quote all inclusive cost of ATVMs and related equipments including AMC charges. **Firm has to attach along with offer the detailed price breakup of each items and AMC charges for 4th year and 5th years with tax details for each item clearly.** Tax details such as CST, ED, Service tax etc. should be clearly indicated in attached price breakup.
- 5) The vendor shall indicate compliance or otherwise against each clause and sub-clause of the technical specifications. The vendor shall, for this purpose, enclose a separate statement indicating compliance or otherwise of each clause and sub-clause of specifications. Whenever the tenderer deviates from the provisions of a clause/sub-clause, he shall furnish detailed justification for the same in the "Remarks" column.
- 6) Offers shall be as per the General Conditions of Contract, IRS conditions of the contract, Terms & Conditions enclosed with technical specifications. However, the vendor shall indicate the acceptance or otherwise against each clause and sub-clause of the General Conditions of Contract, IRS conditions of the contract, Terms & Conditions enclosed with technical specifications. For this purpose, the vendor shall enclose a separate statement indicating only the deviations with full justification from the any clause or sub-clause of the General Conditions of Contract, IRS conditions of the contract, Terms & Conditions enclosed. Railways, however, reserves the right to accept or reject these deviations and the decision thereon shall be final.
- 7) Vendor should also furnish the details of firm/organization govt. Department to whom ATVMs have been successfully supplied and with a copy of performance report from concerned unit for satisfactory working of the equipment supplied.
- 8) The offer will be submitted in segregated form i.e. the various costs involved will be separately shown including warranty for 3 years. Tax details are to be filled at specified space provided with. The rate for CAMC for the 4th & 5th years will be quoted. Ranking of offers will be done based on total all inclusive value of tender.

- 9) For Supply items, ED/sales tax/VAT etc as per government notification shall be applicable are to be specifically quoted in offer, whereas for AMC, service tax applicable shall have to be quoted by vendors. Firm should quote separately all these tax details and SVC etc.
- 10) The following documents should be submitted along with tender:
- i) List of Plant & Machinery available on hand (owned and proposed to be inducted) for the subject work.
 - ii) List of works completed in the last three year financial years giving description of work, government organization for whom executed and approximate value of contract at the time of award and date of award and date of scheduled completion of work. Date of actual start, actual completion and final value of contract should also be given.
 - iii) List of works on hand indicating description of work, contract value, and approximate value of balance work yet to be done and date of award.
- 11) 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 Railway, a change in make/brand explaining the reasons in detail with comparison of the two products. 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". Railway shall be at liberty to accept or reject such request without any impact on the contract conditions.
- 12) The vendor 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.
- 13) The vendor shall ensure availability of spares, firmware updates and software updates/patches for a period of atleast 5 years from the date of installation or 05 years 6 months from the date of supply whichever is earlier.
- 14) 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 vendor.
- 15) Railways shall not arrange for any 'Transit Insurance' and the vendor will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the vendor shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee.
- 16) It will be the sole responsibility of the vendor to be fully acquainted with all the local conditions and factors, which could have any effect on the performance of the contract and/or the cost.
- 17) Vendors must have Service support offices at three divisions (Jabalpur, Bhopal, and Kota) of WC Railway for prompt service to attend complaints. Support office should include full details such as postal address/telephone no. contact no. of resident engineers. The number of engineers along with their qualifications, proposed to be

deployed should be enclosed. The vendor must provide a working contact number (24x7) for attending complaints.

- 18) The vendor should ensure compatibility of the machine offered with existing application.
- 19) **Inspection:** Pre-dispatch visual inspection by RITES against OEM's TC&GC.
- 20) Installation and commissioning of equipment shall be done at locations as advised by Railways.
- 21) Final Installation & Commissioning Certificate will be issued by the concerned division's Sr. DCM.
- 22) **Delivery conditions:** Delivery of the ATVMs shall be made within **02 months** or earlier from the date of issue of purchase order. The installation may be staggered as per Railways requirement only.
- 23) **Earnest Money Deposit (EMD):** All bidders to submit EMD@2% of tender value (ceiling limit Rs. 5 Lakhs for tenders valuing upto Rs.10 Crores) failing which firm's offer shall be ignored.
- 24) **Security Deposit (SD):** SD equivalent to 10% of PO value (ceiling limit Rs 10 lakhs for PO valuing upto Rs 10 Crores) to be deposited by successful vendor in the form of DD or Bank Guarantee, which will be refunded after successful installation and commissioning of ATVMs. Vendor shall have the option to convert SD into Warrantee Bond which will be refunded after completion of warranty period plus 06 months subject to satisfactory service performance provided at nodal locations of divisions.
- 25) **Performance Bank Guarantee:** Performance Bank Guarantee equal to 10% of the value of the PO (excluding AMC charges) should be submitted by the successful vendor at the time of claiming balance 20% payment for warranty period, which should be valid for 6 month beyond the last date of warranty period.
- 26) **Payment Terms:**
 - ⇒ 80% of the payment against Receipted Challan issued by Sr. DCMs of concerned divisions for supply of ATVMs and RITES Inspection certificate.
 - ⇒ Balance 20% after completion of successful installation and commissioning of ATVMs against certificates issued by respective Sr.DCM after submission of BG equivalent to 10% of PO value excluding AMC cost to cover the warranty period.
- 27) Final certificate of successful commissioning of complete equipment shall be issued by respective Sr. DCMs.
- 28) **Warranty:** Comprehensive warranty of 36 months (3 years) from the date of installation of last ATVM shall be given by firm.
- 29) **Post warranty annual maintenance contract** (Comprehensive Annual Maintenance Contract): The vendor shall quote charges for comprehensive on-site post warranty maintenance separately for the 4th year and 5th year. The vendor will have to enter into

a comprehensive maintenance contract agreement with West Central Railway. Firm has to submit 10% of AMC value in the form of BG/DD for AMC period.

- 30) Vendors shall be required to fully comply with the guidelines issued by Department of Telecommunication (DOT) and Department of Electronics & Information Technology (DeitY). **An affidavit as per attached Annexure D shall be required to be submitted duly filled on Rs 100 Stamp Paper.** Railway reserves the right to ignore or pass over those offers which are not in compliance of guidelines issued by DOT and Deity (Annexure D).
- 31) Bidders are advised preferably to have site visit before submitting their offers.
- 32) Tender for subject items is invited through IREPS only, therefore vendors are requested to quote through IREPS website www.ireps.gov.in only. Manual tenders received shall not be considered and thus will be ignored.
- 33) Wherever there is a conflict in the IRS conditions of contract and Special terms & conditions, the special terms & conditions shall prevail.
- 34) **Arbitration clause:** In the event of any dispute or difference arising between the parties pertaining or relating to this agreement, the same shall be referred to a sole arbitrator appointed by the General Manager of West Central Railway and whose decision shall be final and binding on both the parties as per the General Conditions of Contract.