

SPECIAL CONDITION OF TENDER FOR 5 AXIS CNC FIAT BOGIE FRAME MACHINING CENTRE.

The following conditions are applicable in addition to those contained in Bid/Tender Documents (technical specification/requirements). In case, any of the conditions mentioned hereunder are contrary to those mentioned elsewhere, conditions mentioned in this document (Special conditions of Tender) shall supersede the corresponding conditions given in Bid Documents.

A. Qualifying Requirement of Tenderers – 5 Axis CNC FIAT Bogie Frame Machining Centre.

1. (a) The tenderer shall provide satisfactory evidence, acceptable to the purchaser to show that he is a regular manufacturer and has adequate plant and manufacturing capacity in India and has a "Quality Assurance Plan". The manufacturer shall have valid ISO 9001 certificate on the original date of closing of tender and a copy of same should be submitted along with the bid.

(b) If a bidder wants to participate in this tender as a class-I / class - II vender [as per Make in India policy] with core machine of Foreign Origin, value addition in India should be more than 20% and the value addition should not be in the core machine. In such case, the bidder must have tender specific tie-up with OEM / tender specific authorization from OEM of the machine to participate in this tender. The details of local content added should be provided with percentage (%) of local contents alongwith the offer. **The Local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.** The address of manufacturing unit where local content will be added should also be provided. This manufacturing unit should have a valid ISO certificate on the date of closing of tender and copy of the same should be submitted alongwith the offer. Local content can be increased in India as per Make in India Policy. The foreign OEM must be a regular manufacturer and has adequate machinery and plant and manufacturing capacity and has a "Quality Assurance Plan".

2. (a) The bidder or the OEM whose machine the bidder intends to supply, must have supplied at least 01 (one) no. of same / similar machines in last 10 (ten) years (to be reckoned from the original date of closing of tender).

(b) In case of bidders under clause A.1 (b), past supply credential of OEM whose machine the bidder intends to supply, will be accepted. Supply criteria will be same as clause 2 (a).

(c) Statement of past supplies along with, purchaser's name and address, email address and phone/fax number of purchaser, purchase order number and date along with the copies of purchase order (PO), quantity supplied, date of supply and their commissioning details with date shall be submitted along with the offer. Copies of POs / commissioning / performance certificate submitted shall also indicate the parameters / specification of subject machine to prove same / similarity aspect of the machine as mentioned in para 3 below; technical specifications of the machine from the related document of the PO may be attached to supplement the PO in regard to the respective parameters of similarity aspect of the machine. Specifications attached shall have linkages to the PO.

3. For the purpose of similarity, similar machine required under clause A (2) means **5 Axis CNC Machining Centre** with same or higher values of the Major Parameters as specified in Technical Specification.
4. (a) The tenderer shall, in their offer, submit Performance certificate of at least 01 no. of such machine, which is counted for the purpose of meeting qualifying criteria under clause A.(2), supplied in the last 10 (ten) years and the machine covered by these certificates must have worked satisfactorily **for at least one year** from the date of commissioning as on the original date of closing of tender.

(b) For bidders under clause A.1(b), performance certificate, as stated in clause A.4(a), of the foreign OEM will also be acceptable.

(c) The performance certificate issued after original date of closing of tender (in cases where tender closing date has been extended) are also acceptable. However the machine must have completed one year of satisfactory working after date of commissioning as on original date of closing of tender.

(d) The performance certificate submitted by the tenderer shall have been issued by the actual end user organization of the machine, with their clear signature and address therein, in whose premises the machine is installed and commissioned.

5. All necessary information / documents required for establishing reference requirement as per clause A (2) to A (4) above shall be submitted by the bidder along with original offer itself for establishing linkage of documents / entities such as manufacturer / PO / consignee / supply / Installation / Commissioning / performance certificate of the machine.

B. Payment Terms.

1. 75% payment will be made against Inspection Certificate and CRC / CRN duly certified by the consignee not below the rank of JAG.
2. 15% payment after successful installation, commissioning and testing subject to submission of PBG Bond for 10% of the total PO cost. The PBG bond should be valid for at least 06 (six) months from the date of completion of warranty period.
3. 10% payment after successful performance of the machine for a period of 365 days from the date of completion of commissioning and testing.
4. The PBG bond (10% of the total contract value), will be released after completion of warranty period and submission of CAMC BG.

C. Comprehensive Annual Maintenance Contract [CAMC]

1. Tenderers are required to **compulsorily provide** a comprehensive Annual Maintenance Contract for the machine supplied against this specification, which will be including of all spares, material and labour costs. The duties and taxes as applicable should be indicated separately. All Consumables spares and materials shall form a part of the scope of comprehensive AMC except Diesel/ fuel, lubricating oils or coolant.
2. After completion of warranty period, CAMC shall be operated, managed and paid by the consignee. The detailed terms and conditions of CAMC shall be as given in following clauses:
3. The duration of CAMC shall be 5 (five) years from the date of expiry of warranty.

The yearly cost of the CAMC will be as under:

- (i) 1st year basic cost of CAMC : 4 (four)% of the basic cost of the machine excluding taxes.
- (ii) 2nd year basic cost of CAMC : 4 (four)% of the basic cost of the machine excluding taxes.
- (iii) 3rd year basic cost of CAMC : 5 (five)% of the basic cost of the machine excluding taxes.
- (iv) 4th year basic cost of CAMC : 6 (six)% of the basic cost of the machine excluding taxes.
- (v) 5th year basic cost of CAMC : 6 (six)% of the basic cost of the machine excluding taxes.

Note: Yearly escalation of cost of CAMC will be applicable based on the all-India general combined Consumer Price Indices [CPI] inflation rate. CAMC cost for a year will be fixed after considering escalation based on comparison with date of commissioning. This revised cost will be fixed individually before start of each year of CAMC. GST & other tax (if applicable) will be extra as applicable.