

**Terms & conditions of E-Tender Documents of West Central Railway in addition to IRS terms & conditions -Annexure "B"**

General Condition & important Instructions to Tenderers for Supply Contract

**Tenderers may please note:**

- (i) All columns should be filled and blank columns if any should be marked as nil.
- (ii) Please read the instructions for submitting e-bids (Annexure "A"), General conditions & instructions to tenders for supply contract (Annexure "B") and special tender conditions, IRS conditions of contract and additional special conditions of contract before submitting the e bid.
- (iii) Your submission of offer electronically in e-tender will be indicative that you have read and accepted the conditions as enclosed and referred.

**1.0 General Instructions to the Tenderers:**

- 1.1 On behalf of the President of India, the Controller of Stores, West Central Railway, Opposite Indira Market, Jabalpur (hereinafter referred to as the Purchaser), invites e-tenders for the supply as set forth in the "Electronic Tender Schedule of Requirements" (e-tender SOR) on the IREPS site.
- 1.2 All the e-bids in prescribed electronic tender form on the IREPS website should be submitted before the due date and time fixed for the receipt of e-bids as set forth in the e-tender.
- 1.3 The contract, if placed, shall be governed by the latest version of Indian Railways Standard (IRS) Conditions of Contract as supplemented by conditions incorporated in the Annexure-A & B with latest correction slip (if any). These conditions with latest correction slip & Indian Railways Standard (IRS) Conditions of Contract is also available on WCR website [www.westcentralrailway.com](http://www.westcentralrailway.com).
- 1.4 The stores, offered should be in accordance with stipulated drawings and specifications in "Electronic Tender Schedule of Requirements". The e-bids should comply with the Instructions to Tenderers, IRS and Special Conditions of Contract. The details of deviations if any, from tender specification and other conditions should be clearly indicated in deviation statement in Annexure-1. The purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 1.5 The tenderer may download the e-tender form from the "IREPS website".
- 1.6 Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender, without postponing the due date of opening, even up to ten days prior to the due date of opening of the tender (including the date of tender opening). Tenderers are thus 1 advised to check the website for the purpose of submitting their e-bids or revising their e-bids, whether any such corrigendum to the tender has been issued or not. In case corrigendum is issued in under 10 days then due date shall be suitably deferred.

**2.0 Eligibility criteria and qualifying requirements of Tenderers:**

- 2.1 If tenderers is not registered with West Central Railway or is not an approved source for the tendered item with West Central Railway / Railways production units/ CORE/ RDSO, he shall provide satisfactory evidence acceptable to the Purchaser to show that:
  - (a) He is an established manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
  - (b) He has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution and last three years financial balance sheet / profit & loss statement.

- (c) He has adequate plant and manufacturing capacity to manufacture the items offered and supply within the delivery schedule offered by him; d) He has established quality control system and organization to ensure that there is adequate quality control at all stages of the manufacturing process.
- (d) Firms who have no manufacturing facilities should not quote for items which are to be manufactured to drawing or samples. For all manufactured items, the name of manufacturer and the address of the workshop where the items will be manufactured must be indicated.

2.1.1 For purpose of para 2.1, the tenderer should additionally submit:

- a. A performance statement as in Annexure - 2, giving a list of major supplies effected in the recent past, of the items offered by him, giving details of the purchaser's name and address, contract Number and date, quantity supplied and consignee's certificate/receipt note/Inspection note in support of having executed the contract satisfactorily. While doing so the tenderer should submit self attested Xerox copy of such documents i.e. Purchase order, Inspection Certificate and Receipt Note etc.
- b. A statement indicating details of equipment possessed and skilled manpower employed and quality control measure adopted etc as in Annexure 3.
- c. Tenderers must furnish details of past performance of the last 3 years along with copies of purchase orders and Receipt Notes and also full details of West Central Railway registration particulars, technical leaflets, literature etc. Omission or suppression of poor past performance would be viewed seriously.

2.2 The tenderer shall clearly indicate whether he is registered with COS, West Central Railway for the quoted item and if so he must quote the registration number along with monetary limit, if any. *If the tenderer is registered as Micro & Small Enterprise as per para 2.3.2 (I) or para 2.9 (B) he must enclose a photocopy of valid proof of the same indicating the items for which he is registered with terminal validity date of the registration.* In case the tenderer is approved by RDSO/Production Units / CORE for the 2 quoted item, a Photostat copy of the approval must be furnished with the offer. No back reference is likely to be made in this regard and responsibility will lie with the firm, if firm is considered unapproved.

2.3 **For items reserved for procurement from restricted sources:**

2.31 In case the items are reserved to be procured from RDSO/CORE/ICF/RCF/CLW/DLW etc. approved firms then:-

- (i) (a) As per the policy of procurement, bulk purchase will be made only from the firms approved by RDSO/CORE/ICF/RCF/CLW/DLW etc.  
(b) The status of the firm will be reckoned as on or before the date of tender opening and not thereafter. The tenderers are to upload the copies of approval letter along with the offers. But, in case of removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.
- (ii) In deserving cases, development order can be given upto 20% of the net procurable quantity on unregistered/untried firms about whom railway is prima facie satisfied that they are capable of executing the order

2.3.2 Total 358 items as per list published in Gazette of India vide notification no 503 dtd.23.03.2012 (the list of these 358 items is given under Annexure-10) shall be exclusively reserved for purchase from Micro and Small Enterprises (MSE's) as below:

- (i) Micro and Small Enterprises (MSE's) will be the firms who are registered with any of the agency indicated below:
  - A. District Industries Centers.
  - B. Khadi & Village Industries Commission.
  - C. Khadi & Village Industries Board.
  - D. Coir Board.
  - E. National Small Industries Corporation.
  - F. Directorate of Handicraft & Handlooms.
  - G. Any other body specified by Ministry of MSME.
- (ii) Tenders are be provided Free of Cost to MSE'S Registered with any of above mentioned agencies for the tendered items.
- (iii) MSE's registered with above agencies for the tendered items will be exempted from payment of earnest money.
- (iv) MSE's who are interested in availing these benefits will have to enclosed with their offer the proof of their being MSE'S registered with any of the agencies as per above list.

2.4 CARTEL FORMATION: In cases where cartel is suspected among approved sources, the purchaser shall be at a liberty to exercise the following:

- (a) Whenever all or most of the participating tenderers quote equal rates and cartel formation is suspected, the Purchaser reserve the right to place order on one or more tenderers with exclusion of the rest without assigning any reason thereof.
- (b) Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected. In case cartel formation is suspected, purchaser reserves the right to order on one or more tenderers any quantity.
- (c) The firms who quote in cartel are warned that their names are likely to be deleted from list of approved sources.
- (d) Whenever there is suspected cartel formation from approved sources, Railway reserve the right to place order on Part –II sources and new sources beyond present limit of 15% and 5% respectively.

2.5 Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the West Central Railway or in the case of a partnership firm or company incorporated under the Indian Company Law should a partner or a relative of the partner be employed in Gazetted capacity in Stores Department of West Central Railway, the authority inviting tenders shall be informed of the fact at the time of submission of tenders, failing which the tender is liable to be rejected, or if such fact subsequently comes to light the contract may be rescinded.

2.6 Tenderers should specify, wherever required the names of venders from whom he intend to procure Raw Material / Component used in his offered product.

2.7 Firms who are traders, are required to indicate name & address of manufacturer works and submit the authorization letter from their manufacturer on their letterhead along with the tender in the Performa as in Annexure-5. The material supplied by the traders will be inspected at their Manufacturer premises by the inspecting agency before supply.

2.8 Purchaser reserves the right to discharge a tender, accept the tender for a part or whole of the quantity without assigning any reasons whatsoever. No claim in this regard shall be admissible.

2.9 **(A)** Benefits/Preferential treatment to MSE's: In terms of notification no. 503 dated 23.03.2012 published in Gazette of India, the following benefits/preferential treatment shall be given to MSE's:

- (i) Tender sets shall be provided free of cost to MSE's registered with any one of the agencies as per sub-para (B) below for the tendered item.
- (ii) MSE's registered with any one of the agencies as per sub-para (B) below for the item tendered shall be exempted from payment of Earnest Money.
- (iii) In tenders, participating MSE's 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 a situation where L1 price is from someone other than a MSE and such MSE's together ordered up to 20% of the total tendered value.

**(B)** MSEs who are interested in availing themselves of these benefits will enclosed with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below:

- A. District Industries Centers
- B. Khadi & Village Industries Commission.
- C. Khadi & Village Industries Board.
- D. Coir Board
- E. National Small Industries Corporation.
- F. Directorate of Handicraft & Handlooms.
- G. Any other body specified by Ministry of MSME.

**(C)** The MSEs shall indicate the terminal validity date of their registration.

**(D)** Failing (B) & (C) above, such offers shall not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

2.9.1 Preference to domestically Manufactured Electronic Product in procurement:- Preference to domestically Manufactured Electronic Product in procurement will be applicable as per Tender Document of WCR—Annexure 'D'.

2.10 The firms who are not MSEs such as large scale venders of Railway Units and Consortia of MSEs (as venders to Railway Units) formed by NSIC should furnish in respect of value of procurement and sub-contracts made with MSEs (Micro Enterprise and Small Enterprises registered with any of the agencies indicated in para 2.3.2 (l) or para 2.9 (B) above by such firms under following categories:

(a) Category of vendors (MSEs) as below:

- (i) Micro Enterprises
- (ii) Small Enterprises

(b) Each of the above categories must further be sub-classified under the following categories:

- (i) Enterprises owned by Scheduled Castes.
- (ii) Enterprises owned by Scheduled Tribes.
- (iii) Enterprises owned by other than above two categories.

### **3.0 Submission of e-bids**

3.1 The tenderers should submit their e-bids on the electronic Tender on the IREPS website. The tenderer's digital signatures on the e-tender form shall be considered as their confirmation that they have read and accepted all terms & conditions as laid-down in the electronic tender Documents referred in Para 2 of the instructions to tenderers for e-tendering i.e. Annexure-A as well as Electronic Tender schedule of requirements i.e.

Annexure-B., consisting of techno-commercial offer form (including special conditions attached to E-tender) and financial offer form, unless specific deviation is quoted in the techno-commercial offer form.

- 3.2 There is Check List for Tenderers (Annexure-9) for the information and guidance of Tenderers.
- 3.3 Guarantee/Warranty: Warranty/Guarantee clauses as IRS Conditions of Contract or as specified in tender form are applicable. The contractor should guarantee that the said goods/ stores/ articles would continue to conform to the description and quality as aforesaid, for a period of 30 months after their delivery or 24 months from the date of placement in service whichever will be sooner, or as specified in the technical specifications, which ever is higher and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment thereof made by the purchaser.
- 3.4 The individuals signing the tender or any other documents connected there-with should clearly indicate his full name and designation.
- a) As sole proprietor of the concern or as attorney of the sole proprietor;
  - b) As partner(s) of the firm.
  - c) As Director, Manager or Secretary in case of Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. An authenticated copy of the document, which authorizes the signatory to commit on behalf of the tender, shall accompany the offer.
- 3.5 The offers should strictly conform to the tendered description and drawing/Specification as given in schedule of requirements and no samples need be submitted unless so mentioned in tender form.
- 3.5.1 When samples are required, the same must strictly conform to description, drawing / specification as mentioned. Samples submitted will be considered as supplemental and not in supersession to any specification mentioned and such samples will only be considered in relation to those points / parameters which are not defined in the specification. The onus of drawing attention to any particular item in which a tenderer wishes his samples to supersede or vary specification lies on tenderer. In the absence of specific acceptance in writing to any variation, the purchaser shall be entitled to reject any claim for acceptance of supply embodying such variation. When samples are called for they should be marked, sealed and labeled so as to correspond with the item of the tender. They should be sent "Freight Paid" to the same address as per the 5 tender and arrangements should be made to see that they arrive by the opening time and date of the tender, otherwise, offers are liable to be rejected.
- 3.5.2 Samples submitted by the tenderers which are of the value of Rs. 100/- or less will not be returned to them. For samples valuing above Rs. 100/- the tenderer must state on the tender form if he requires the return of unaccepted samples failing which they will be retained by the purchaser. Unaccepted sample will be returned to firms on application who may arrange collection of the same from COS Office. Firms on whom orders are placed should refrain from sending advance samples unless called for and should make supplies strictly as per terms & conditions of Purchase Order placed on them.
- 3.6 The E-bids shall be kept valid for acceptance for a minimum period of 90 days from the date of opening of the tender. In case the tenderer stipulates validity period of less than 90 days, the offer may be treated as unresponsive and is liable to be ignored. If necessary, the purchaser may obtain clarification on the offers by requesting for such information from any of the tenderers as considered necessary. Tenderer will, however, not be permitted to revise rates and any other terms and condition of offer which alter substance of the offers after the tenders have been opened.

- 3.7 Deviation Statement: Tenderer should note that, if any column/field is left blank either in Techno-Commercial Offer Form or Financial Offer Form by them in Electronic Tender SOR, etc, both in respect of technical as well as commercial matters, then it will be treated as NIL deviation by WCR and thereafter no change in those parameters will be accepted/permitted by WCR.
- 3.8 All tenderers are advised to indicate their Banker's name and account number in their offers. This information is needed for the purpose of payment against the contract through cheques, being issued with indication of bank account number. etc. to safeguard against misappropriation of cheque. For payment through EFT please refer Para 7.0 of annexure-A
- 3.9 The language used in filling the tender forms and documents attached must be clear and precise and in English or Hindi only. If any other language is used the certified copy of translation must be accompanied with the tender document. In case of any discrepancy / difference only English version will be considered.

#### **4.0 Tender Cost:**

Offers against the e-tender will be entertained only from those firms who have deposited the e-tender cost or otherwise exempted to do so as per para 2.3.2 (I) and 2.9 (B) above. (Please refer Para 4.0 and 4.1 of e-tender documents of WCR – AS Annexure "A").

#### **5.0 Earnest Money:**

- 5.1 The Earnest Money Deposit (E.M.D.) shall be taken from all tenderers against advertised tenders subject to following exemptions:
- (i) MSE'S who are registered for the tendered item with any one of the following listed below:
    - A: District Industries Centers
    - B. Khadi & Village Industries commission.
    - C. Khadi & Village Industries Board.
    - D. Coir Board
    - E. National Small Industries Corporation.
    - F. Directorate of handicraft & Handlooms.
    - G. Any other body specified by Ministry of MSME.
  - (ii) Vendors registered with Railways up to the monetary limit of their registration for the items tendered/trade groups of the items tendered.
  - (iii) Vendors on approved list of RDSO/PUs/WCR/Railways etc for those specific items for which they are on approved list.
  - (iv) Manufacturers and their accredited agents.
  - (v) Other Railways, Govt. Departments.
  - (vi) PSU's for the group of items that are manufactured by them, also for PSU's owned by Ministry of Railways, PSU's that are registered with Production units of Rlys., Zonal Rlys, WCR, RDSO or with NSIC. Further in cases where PSU's is not willing to or unable to pay earnest money, the same may be considered for waiver in consultation with associate finance.
- 5.2 The amount of EMD to be deposited in all advertised tenders, except import tenders, wherever applicable, will be as specified in Electronic Tender SOR cum offer form subject to the upper limit of.
- (i) Rs. 5 Lakhs for tenders valuing up to Rs.10 crores and

- (ii) Rs. 10 Lakhs for tenders valuing above Rs.10 crores. For advertised /Global Tender in case of Import tenders the Earnest Money/Bid Security will be as under.
  - (iii) For tenders value up to Rs.10 crores 2% of the estimated tender value subject to a ceiling of Rs.10 Lakhs.
  - (iv) For tenders valued above Rs.10 crores 2% of the estimated tender value subject to a ceiling of Rs.20 Lakhs.
- 5.3 If a tenderer does not furnish the earnest money, he should clearly indicate the category under which the firm is exempted and should submit the documentary evidence for the same. Failure to do so will be taken as unwillingness on his part to deposit the earnest money and such offers are liable to be ignored.
- 5.4 The earnest money should be deposited either in cash with Divisional Cashier, West Central Railway, Indira Market, Jabalpur creditable to "Deposit Misc. Account Stores , or firms can despatch EMD to COS office before tender opening date, in the following forms :-Fixed deposit receipts, Call deposit receipts, Pay orders, Demand drafts of scheduled banks of India approved by RBI, drawn in favour of FA&CAO. West Central Railway, payable at Jabalpur or through Bank guarantee from any Scheduled Bank in the prescribed form as per Annexure 4. The document shall be scanned and uploaded alongwith the offer by the tenderer as a proof of submitting the earnest money. The tenderer shall also ensure that the same, in original, reaches the office of controller of stores within 10 working days of opening of tender, failing which the offer shall be summarily rejected.
- 5.5 No interest shall be payable on the Earnest Money.
- 5.6 The purchaser reserves the right to forfeit the earnest money deposit; (a) If the tenderer withdraw or revise the offer within validity of offer, (b) if the tenderer fails to deposit security money in terms of item 1 of special condition of contract.
- 5.7 The refund / return of earnest money to the unsuccessful tenderers become due as soon as the tenders are decided & efforts will be made to return the same to unsuccessful bidder within 30 days from the date of decision of tender.
- 5.8 EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of offer, he shall also extend the validity of EMD suitably.
- 5.9 Neither the standing deposit, if any lodged with this Railway nor will any other deposit against any other tender be accepted as earnest money for the purpose of this tender.

**6.0 Special condition in regard to Security Deposit:**

- (i) Regarding Security Deposit the tenderers should comply with the following instructions.
  - (a) For Safety items: The 'Security Deposit(SD)/Performance Guarantee' shall be taken from all firms for contracts for all Safety Items placed against Advertised Tenders, Limited, Bulletin, Single, Special Limited and Global tenders for contract value above Rs. 15 lakh.
  - (b) Other than Safety Items : The Security Deposit (SD) shall be deposited by all firms for contracts for items other than safety items placed against advertised tenders and Global tenders subject to following exemptions: -- Vendors having valid registration with NSIC for the items ordered, upto the monetary limit of their registration --Vendors registered with Railways upto the monetary limit of their registration for the items ordered/trade groups for items ordered or vendors on approved list of RDSO/PUs/WCR/Railways etc.

for those specific items for which they are on approved list or other Railways, Govt. Departments on their specific request and on merits of the case as considered by tender committee.

- (ii) The usual security deposit, should, however be deposited in case of contracts are placed on unregistered/unapproved firms or for items for which a particular firm is not registered/approved.
  - (iii) Security Deposit should generally be deposited by PSU's except those which are owned by Ministry of Railways, registered with production units of Railways, Zonal Railways, WCR, RDSO or NSIC for supply of those specific items for which they are registered with them. Waiver of security deposit can be considered in other deserving cases in consultation with associate finance. (In case of PSU's only).
  - (iv) The amount of security deposit (SD) to be deposited, wherever applicable, will be 10% of the total value of contract subject to upper ceiling of Rs.10 lakhs for contract valuing upto Rs.10 crores and Rs.20 lakhs for contract valuing above Rs.10 crores.
  - (v) Security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier. All efforts will be made to return the Security Deposit to the successful supplier within 60 days of the completion of the contractual obligations.
  - (vi) In case, if there is any conflict between the provisions in regard to security deposit (SD) given any where else in the tender documents on one hand, and the provisions given in Special Conditions in SOR (schedule of requirement) in regard to Security Deposit (as mentioned above) on the other, then the provisions given in SOR will hold good.
- 6.1 Bank Guarantees (BGs), as per proforma in annexure-6, to be submitted by suppliers/contractor should be sent directly to the office of COS West Central Railway, Jabalpur, by the issuing bank under registered post AD. "The bank guarantee should be on the stamp paper of 0.25% of the SD amount subject to a maximum of ` 25,000/- or as notified by the Govt. of MP time to time" and in the format given with these documents.
- 6.2 If the contractor, having been called upon by the Purchaser to furnish security fails to make and to maintain a security deposit within the specified period, then relevant provisions as mentioned in the IRS conditions of contract shall apply.
- 7.0 **TIME SCHEDULE:**
- 7.1 Tenderers should invariably quote firm delivery period as stipulated in important terms and conditions in Electronic Tender SOR. The firms may note that their offers may likely to be ignored or may not be considered for placement of order if their offered Delivery period is in variation from Delivery Period as specified in tender documents. Thus, while quoting the DP, this aspect may be kept in view by the tenderer.
- 7.2 In the case of "ex-stock" offers, the dispatch of stores is to be effected within 7 days of the receipt of order. However, wherever the stores are subject to inspection by RITES/RDSO etc. before dispatch, extra time of 3 weeks will be allowed to cover time in inspection.
- 7.3 In case of delivery by rail with FOR station of despatch, the date on which stores are placed on rail after inspection (i.e. RR/PWB date) will be the date of delivery. In case of local delivery/ outstation dispatches sent by lorry, the date on which materials are actually received/ delivered to consignee will be taken as date of delivery. In all cases, clause 0600 of the IRS Conditions of Contract will have the over-riding effect.

- 7.4 The tenderers should quote the delivery period / delivery schedule carefully, because the time and date for the delivery of stores shall be the essence of the contract and delivery must be completed not later than the date / period so specified. The attention of the tenderers is invited to clauses 0700, 0701 and 0702 of the IRS Conditions of Contract, which shall govern the contract.
- 7.5 Contracts with staggered Delivery period: In case of failure on the part of supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to Purchaser, the Purchaser reserves the right to levy Liquidated Damages which shall be levied as per Para 702 (a) of IRS Condition of Contract for the delayed quantity which have remained unsupplied for that period.
- 7.6 Delivery quoted must confirm to the specified delivery in the Tender Schedule and should not be vague like "as per your requirement" or indefinite like "2 to 12 months ".It should clearly mention starting time monthly quarterly rate of supply and completion time. OFFERS WITH DELIVERIES NOT AS PER THIS CLAUSE ARE LIKELY TO BE IGNORED.
- 8.0 **DELIVERY TERMS:**
- 8.1 The purchaser will prefer free delivery by road at consignee's end and tenderers may indicate freight / delivery charges in their offers. In case an offer is submitted on the basis of FOR - Station of dispatch, without indicating freight / delivery charges, the supplier shall agree to dispatch the stores by road on free delivery to consignee on freight pre - paid basis. Offers with remarks like 'freight extra' or 'at actuals' shall be treated as commercially incomplete offer and shall be summarily rejected.
- (i) The tenderer should note that generally the supplier are supposed to quote delivery by road (only in exceptional cases, delivery by Rail will be accepted by WCR) and that too on FOR destination basis for each consignee as given in the Electronic Tender SOR duly indicating separate freight elements for each consignee of Electronic Tender SOR. Tenderers are requested to refer to important note below Para 9 of Annexure-A for quoting the freight charges on the financial form.
- (ii) It shall also be entire responsibility of supplier to arrange truck /trailer etc. at their end for dispatches of materials by road and WCR shall not provide any assistance in this matter and no delay on part of the supplier on this account w.r.t. delivery of material shall be considered as a valid reason to extend the contractual DP / waive penalty etc. by the purchaser.
- 8.2 In case an offer on FOR station of dispatch is accepted with mode of dispatch by rail, the supplier shall agree to book the stores by goods train for wagonload consignments and passenger / parcel train for smalls.
- 8.3 The purchaser will not pay separately for transit insurance and supplier will be responsible till the entire stores contracted for are received by the ultimate consignee in good condition at destination.
- 8.4 In cases of delays of contractual delivery full LD will be levied as per IRS conditions of contract and being a contractual provision no request for LD waiver will be considered, notwithstanding any past instances of such waiver or levy of token LD.
- 8.5 Railway should recover from contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 2% (Two percent) of the price of any stores including element of taxes, duties, freight etc., which the contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period , subject to maximum of 10 % of value of the delayed supplies."

9.0 **Rate, Taxes and Duties:**

9.1 Each vendor shall fill-in and submit the financial offer form in all respect and encrypt his offer on his client machine with the secure encryption key available with the tender and digitally sign using his Digital Signature Certificate.

9.2 Tenderers shall clearly indicate separately ex-works basic price, packing charges, forwarding charges, the applicable percentage of Excise Duty in exact percentage, Educational Cess, Sales Tax/VAT and amount of Freight charges up to destination, in the respective field of the financial offer Form for each unit tendered. Tenderer should note that Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quote a composite rate, due break-up is to be given by them showing freight and forwarding charges separately in the field of the Financial Offer Form.

9.3 Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the Tender Schedule. Any deviation in this aspect will make the offer liable to be ignored.

10.0 Price variation clause: Please refer para 19 of annexure-A.

11.0 **EXCISE DUTY:**

11.1 Tenderers are advised to refer to important note under para 9 of Annexure-A i.e. Instructions for submitting E-bids for filling up of Excise Duty in the financial offer form of details, how to fill-up ED columns/field. Tenderers are also advised to refer to para 17 of Annexure-A.

11.2 The tenderers should indicate in their offer whether they are registered with Excise 11 authorities for availing MODVAT or not. If they are availing MODVAT, they should take into account the entire credit on inputs available under MODVAT Scheme while quoting the price and furnish a declaration to this effect along with a confirmation that any further benefit available in future on account of MODVAT will be passed on to the purchaser.

11.3 Variation in E.D. on turnover account is not admissible. Only statutory variation would be permitted. Statutory variation in the ED as claimed at the time of tendering would be payable subject to documentary evidence and after necessary modification in purchase order issued by the purchaser of the contract. Misclassification of goods if advised by the tenderers result in a different rate of E.D, it will be at the risk and cost of the tenderers.

12.0 **VAT/CST:**

(i) The Tenderer shall quote the exact percentage of VAT that they will be charging extra in their e-bids on final offer form. Sales tax/ Value Added Taxes shall be quoted 'extra' in Percentage (%) if applicable or quote "Zero" if exempted in the appropriate input box on the Financial Offer Form.

(ii) While quoting the rates, tenderer shall 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.

(iii) Provincial or inter-state central sales tax where livable and intended to be claimed from purchaser should be separately indicated along with the quoted price. Issue of Form 'D' towards CST on inter-state purchase by Railways is withdrawn. Consequent upon the withdrawal of 'D' Form, the rate of CST on inter-state sale to Railways shall be the rate of VAT/State Sales Tax applicable in the state of the selling dealer/vendor

(iv) The tenderer while quoting for tenders shall give the following declaration. "We agree to such pass on 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 by way of reduction in price as per VAT scheme and advise the purchaser accordingly”.

- (v) 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”.
- (vi) Even for contracts where CST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which VAT has been implemented. Accordingly the certificate under Para (IV) above should also be obtained in all such existing contracts where CST is payable. For the states in which the VAT has not yet been introduced, the existing system of Sales tax shall continue.
- (vii) MPCT: Firm residing in M.P. may note that as per M.P. Commercial taxes department, taxes are to be deducted at source as per the extant rules, therefore tenderers should clearly indicate the MPCT in their offer as well as in bills.

**Tenderers may be note:**

***The GST is expected to roll out by Govt of India with effect from 01.07.2017. Therefore, tenderes are advised to note the following special conditions while submission their offer:***

- ***Tenderers may please note that the supply of goods and/or services would be subject to GST Act and Rules as applicable from time to time.***
- ***For availing the benefit of input tax credit on implementation of GST and also for claiming statutory variation, the tenderers must submit the break-up of all the duties/taxes/charges leviable on the tendered item viz., Excise Duty, Service Tax, VAT/CST, Octroi (if any), Entry Tax (if any) etc., while submitting their bids. Any variation in tax structure/rate due to introduction of GST shall be dealt with under Statutory Variation Clause.***
- ***Any additional financial implication of implementation of GST, due to non- submission of break-up of all the duties/taxes/charges leviable on the tendered item viz., Excise Duty, Service Tax, VAT, CST, Octroi, Entry Tax etc will be borne by tenderers.***
- ***For the tenders opening after roll out of GST – All the bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per the GST Law. Tenderers must indicate GST registration number while submitting their offer.***

12.1 **MODVAT DECLARATION:** Firm shall give the following declaration in regard to MODVAT.

- (a) We hereby declare that while quoting the above price/prices, we had taken into account the entire credit on inputs available under MODVAT Scheme introduced

w.e.f. 01.03.1986. We further agree to pass on such additional duties as set off as may become available in future in respect of all the inputs used in the manufacture of final product on the date of supply under MODVAT Scheme by way of corresponding reduction of price and advise the Purchaser accordingly.

- (b) We further declare that in the event of MODVAT credit being extended by the Government of India to more items than those already covered the additional duty set offs as per latest MODVAT scheme applicable on the date of supply available availed by us shall also be passed on to the purchaser by way of corresponding reduction in price/prices.

13.0 **Evaluation criteria of offers/criteria for inter-se ranking of offers:**

- (i) In case of multi item or single item with single or multi consignees, the inter-se position will be decided item wise and consignee wise, unless otherwise some other evaluation criteria is specifically mentioned in the tender.
- (ii) Tenderers are advised to refer to important note under Para 9 of Annexure-A i.e. instructions to tenderers for filling up of rates, taxes, duties, freight charges and other levies in the financial offer form. Evaluation of offers shall be made on the basis of the comparative statement generated by the EPS system as mentioned in the important note in Para 9 of Annexure-A.
- (iii) The firm shall clearly indicate in their offer, the exact percentage of VAT/Trade tax/Sales tax that they shall be charging.
- (iv) It shall be the responsibility of the tenderer to ascertain whether any entry tax is payable on commodity quoted as per the Madhya Pradesh/Rajasthan Tax on Entry of Goods. If entry tax is payable on the quoted commodity, the tenderer shall indicate the prevailing rate of entry tax payable on such commodity. In case, the firm does not indicate the rate of entry tax, no entry tax shall be payable by the purchaser and tenderer has to bear the same if it is levied or becomes payable in future. In case of tenderers indicating entry tax extra at actual, without specifying the rate/percentage of entry tax, no entry tax shall be payable by the purchaser and tenderer has to bear the same if it is levied or becomes payable in future.
- (v) There is no provision for quoting concessional ED rate linked with the turn over. Tenderer shall quote exact percentage, ED and system shall evaluate inter-se-position taking the ED element quoted in E-bid. But while placing order, the ED as deemed fit by the purchaser will be permitted by the purchaser.
- (vi) The prices quoted shall be firm, unless otherwise permitted to quote with a specified Price variation clause only. The tenderer shall indicate price on free delivery to destination basis, which shall include all state and central taxes and excise duty leviable and all charges for packing, cartage, loading forwarding, octroi charges (where Octroi exemption certificate issued by the consignee is not acceptable to concerned authorities) & Entry Tax etc. In addition, a complete break-up showing ex-factory price, excise duty, taxes, handling & freight charges etc shall also required to be given by the tenderer.
- (vii) The tenders will be evaluated by the Purchaser on free delivery to destination basis, to ascertain the best and lowest acceptable tender, as specified in the specification and tender documents.
- (viii) Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any grounds whatsoever.
- (viii) The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.

- (ix) Offer with discounts:
  - (a) Tenderer should quote clear offer with unconditional discounts, if any and the system shall evaluate the bid on FOR/destination basis and shall show up to the vendor before submitting e-bid.
  - (b) Conditional discounts attached to early payment and early receipt note shall not be considered and such offers shall be ignored.
  - (c) Conditional discount attached to quantity, if any is to be submitted as alternate offer and tenderer should submit multiple alternate offers in such cases.
  - (d) Railways may avail of the discounts linked to quantity if otherwise firm's offer is found to be suitable for placement of contract.
  - (x) Offers with Delivery at other than specified location in tender schedule shall be considered as unresponsive and shall be ignored for the specified location.

#### 14.0 **ACCEPTANCE OF TENDER:**

- 14.1 The purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or all the tenders.
- 14.2 An order/advance letter of acceptance, placed on the Contractor must be promptly acknowledged by him within 48 hours of receipt of order.

#### 15.0 **OPTION CLAUSE:**

- 15.1 In the tenders for fixed quantity contracts for procurement of materials of which the requirement are of continuing nature and tender value is more than 75 lakhs, the following conditions will apply:

"The Purchaser reserves the right to vary the ordered quantity by (+) 30% at any time, till final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of Delivery Period & similarly the Purchaser reserves the right to vary the ordered quantity by (-) 30% or the quantity unsupplied whichever is less at any time, till final delivery date of the contract, by giving reasonable notice,."

- a. **"Reasonable notice"** as mentioned above Para 15.1, is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual Option Clause. To this end, a reasonable delivery schedule for the enhanced ordered quantity stipulated in the relevant amendment to the contract will suffice.
- b. The purpose of "Reasonable Notice" for exercise of (-) 30% Option Clause consequent to decrease in prices subsequent to the placement of contract should be served by giving a reasonable opportunity to the contractor to unconditionally agree to accept such lower rates for the quantity unsupplied on the date of reduction/decrease of prices or the (-) 30% quantity, whichever is less. Here also, no consent from the contractor towards exercise of the contractual Option Clause is necessary.
- c. In case Delivery Period is extended in a contract with (+) 30% Option Clause either for the full ordered quantity or a part quantity which remained unsupplied on the date of expiry of the original DP, then during the extended delivery period also, quantity variations can be made on the total ordered quantities.

**16.0 Splitting of tender quantity Clause:** Wherever Railways intend to split the tender quantity among two or more successful tenders, the criteria for splitting the tender quantity would be as given in the following paragraphs 16.1 to 16.7.

16.1 The purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the purchaser.

16.2 Whenever such distribution/splitting of the tendered/ procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates 15 quoted by the tenderers (other aspects i.e. adequate capacity – cum – capability, satisfactory past performance of the tenderers, outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below:

Price differential between L1 and L2	Quality distribution ratio between L1 and L2
Up to 3%	60:40
More then 3% and upto 5%	65:35
More then 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on L2 tenderer, Railway reserve right to decide keeping in view of consideration as given of 16.3 & 16.4 below: of consideration as given of 16.3 & 16.4 below.

16.3 The rate of the highest eligible tenderer within the zone of consideration has to be, perse, reasonable to the purchaser.

16.4 In the case inadequate, capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc; the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner as would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance Railways, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principle of natural justice and equity.

16.5 If splitting of quantity is required to be done by ordering on tenderers higher then the L2 tenderer, then the quantity distribution proportion amongst the tenderer will be decided by transparent/logical/equity based extrapolation of the model as indicated in Para16.2 above.

16.6 The purchaser reserve the rights to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s) the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.

16.7 All tenderers must submit attested photocopies of Pos, Inspection certificate and receipt notes related to supply of the material under procurement against the orders place on them during the preceding three years by any zonal railway/PU. The tenderers should clearly mention their monthly capacity of supply the tendered item and the out standing load on them against existing contracts from all zonal railway/PU/any other origination as on the date of tender opening. Tenderers are to note that non submission of such documents shall be taken as their not having enough capacity/past performance and their offers shall be

considered based on the details available with this office and no back reference in this regard will be made to them.

**17.0 Type of contract & Delivery Schedule:**

- (i) The tenderer should note that at the discretion of railways contract may be entered into on severable contract basis only & therefore the PO will also be issued on severable contract basis with delivery of specific units of material shall be completed within each month or within specified period duly taking into account our delivery requirement as mentioned in Electronic Tender SOR as above. It may not be on an entire contract basis; therefore the tenderer should take note of the same.
- (ii) The tenderer /supplier should note that failure on part of supplier to complete supplies of each installment within specified period or within specified date as indicated in PO (which will be placed only on severable contract basis with separate delivery period for each installment), shall be treated as a breach of contract on part of supplier & in such situation Purchaser shall have all rights to take all necessary penal actions (for that installment quantity whose delivery period expired but supplies not made by the supplier) against the supplier as per terms and conditions of the contract.
- (iii) Time preference contract: It should be noted that the contract is placed on higher tenderer, as a result of this invitation of tender, in preference to the lowest acceptable offer, in consideration of offer for earlier delivery. The contractor will be liable to pay to the Government the difference between contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, Sales Tax, Local Duties. duties other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudices to other right under the terms of contract and particularly clause 0702 of I.R.S. conditions of contract.

**18.0 Penalty for Delays in Supplies during delivery period:**

In case of failure on the part of supplier to arrange supplies as per the delivery schedule installments fixed in advance, save Force Majeure conditions or delays attributable to purchaser, the purchaser reserves the right to levy liquidated damages which shall be levied as per para 702 (a) of IRS conditions of contract for the delayed quantities, which have remained unsupplied for that period. Also please refer related para of annexure 'B'.

**19.0 Inspection:**

The tenderer should note that the supplier shall have to give a written communication of each inspection call to the concerned inspecting agency e.g. RITES/ RDSO/WCR well before the expiry of contractual DP duly taking into account the transit time needed to reach the material finally at site as per terms and conditions of purchase order. Thus the inspection call should not be made at the fag end of delivery period in terms of IRS conditions of contract. Also the copy of each inspection call of materials must be sent by the supplier to the ultimate consignee & COS/WCR both by E-mail & fax (or through Speed post where E-mail/fax is not available).

- 19.1 All manufactured spares must carry identification mark initials of manufacturers and month / year of manufacture in embossed form at a location as specified in drawing / specification. In case this is not mentioned in drawing or specification, the location should not be subject to wear and should not affect the operation of the spare, INSPECTING AGENCIES AND CONSIGNEES SHOULD REJECT CONSIGNMENTS NOT CONFORMING TO THIS CLAUSE.

**20.0 Dispatch of Goods:**

- 20.1 The tenderer should note that the supplier shall have to give a written intimation either at the time of making dispatches or immediately after the dispatches of material (i.e. preferably within 48 hours of dispatch of materials) duly indicating PO's reference, brief description of item, its quantity, truck/trailer no., name and mobile no. of carrier's driver (if available) to the ultimate consignee, by fax & E-mail (where E-mail /fax is not available communication for such matter must be made by speed post), so that the ultimate consignee can make necessary arrangement for unloading the material at site.
- 20.2 Packing conditions: Material should be provided with standard packing, which can withstand transit damage, handling and proper storage.
- 20.3 Transit risk will be on the suppliers account.
- 20.4 Receiving Depots will entertain supplies orders up to 3 P.M. on the working days only and up to 11 a.m. on Saturdays. In special cases supplies will be accepted up to the closing of the depot, with the permission of depot officer.
- 20.5 Road permit : The tenderer / supplier should note that for getting road permits for making dispatches of material by road (after receipt of purchase order), they must send a written intimation at least 10 days in advance before likely date of dispatch of materials, duly indicating no. of road permits required, the approximate quantity with brief description of item etc. and this written intimation must be sent to the ultimate consignee both by fax & E-mail (where E-mail /fax is not available, communication for such matter must be made by speed post). However, the supplier are at their liberty to make telephonic calls in this respect also to the concerned person as indicated above, but sending the intimation both by E-mail and by fax (or by Speed post where E-mail/fax is not available) is must. The supplier shall also note that before asking additional no. of road permits from the concerned ultimate consignee, the supplier shall have to ensure that all earlier issued road permits against a particular purchase order has been used by them for that particular consignee of WCR or else all unused road permits must be returned by them to the concerned officer (who have issued such road permit) but well within its validity period. In case any supplier does not fulfills this condition after entering into the contract, then the ultimate consignee shall be at liberty to take a final decision regarding issue of further road permits to such defaulting supplier (i.e. whether to issue further road permits or not) & then for any delay on this account (i.e. non-issue of road permit by consignee etc.), such defaulted supplier only will be held fully responsible. Firm should note that immediately after receipt of PO, they should obtain complete postal address, E-mail, fax no. etc. of all ultimate consignees for communication. Tenderer should note that, failure to comply above instructions by the supplier after receipt of PO (as these condition will also be the part of the contract) will be considered as adverse performance of the firm by WCR.

#### **21.0 Progress report:**

- (i) The tenderer should note that the supplier after getting the purchase order, shall have to furnish details of dispatches made during each month to the ultimate consignee & COS/WCR both by E-mail & fax (or through Speed post where E-mail/fax is not available) and such information should be sent positively within last week of each month, so that proper planning of materials may be done by WCR.
- (ii) In addition, the supplier shall have to intimate in writing their next two months programmed of likely dispatches positively within last week of each month with full details i.e. quantity likely to be manufactured and going to put up for inspection etc. duly indicating PO number, brief description of items, approximate quantity, etc., to the ultimate consignee, & COS/WCR both by E-mail & fax (or through Speed post where Email/fax is not available). Tenderer should note that, failure to comply above instructions by the supplier after receipt

of PO (as these condition will also be part of the contract) will be considered as adverse performance of the firm by WCR.

## **22.0 LD Clause:**

- (a) In cases of delays of contractual delivery full LD will be levied as per IRS conditions of contract and being a contractual provision no request for LD waiver will be considered, notwithstanding any past instances of such waiver or levy of token LD.
- (b) Railway should recover from contractor as agreed liquidated damages and not by way of penalty, a sum equivalent to 2% (Two percent) of the price of any stores including element of taxes, duties, freight etc. , which the contractor has failed to deliver within the 20 period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to maximum of 10 % of value of the delayed supplies.”

## **23.0 PAYMENT TERMS:**

The standard payment terms subject to recoveries, if any, under the liquidated damages clause in the IRS Conditions of Contract will be as under:

- 23.1 Payment for the Stores or each consignment thereof will be made to the contractor on submission of bill accompanied by the prescribed documents mentioned in the contract.
- 23.2 95% payment for the stores or each consignment thereof will be made against Inspection Certificate and proof of dispatch. For dispatch of material by road, it is the challan of the supplier duly certified by the consignee Gazetted Officer towards receipt of material at consignee's end will constitute the proof of dispatch for the purpose of payment. For rail dispatch, clear and unqualified RR/PWB may be considered as the proof of dispatch.
- 23.3 For balance 5%, payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note. In other words, balance 5% payment shall be made against Receipt Note.
- 23.4 However, in this connection it is to be made clear that for orders valuing upto Rs. 5 lakhs, normally no advance payment will be made and 100% payment against receipt and acceptance of the material by the consignee i.e., against Receipt Note shall be preferred.
- 23.5 However, in deserving cases only, 98% / 2% payment can also be considered within the framework of extant rules and procedures.
- 23.6 While quoting in the tender as well as submitting their invoice/bills, the firms should indicate the freight charges separately from the price of goods, failing which the supplier would be liable to pay any element of Excise duty that may become applicable on freight (transportation) charges.

## **24.0 RISK PURCHASE:**

Please note risk purchase period shall be 9 months instead of 6 months as provided in clause 0702(B) of IRS terms & conditions of contract. The above Risk purchase clause shall not be applicable where ever 10% security deposit has been taken from supplier and in case of default by such supplier, the security deposit shall be forfeited, the quantities unsupplied shall be procured independently without risk and cost of the original firm/supplier. However, in such case adverse performance of such firm may be recorded & intimated to the source approving agency & also taken in to account in future tender cases on merit & in other case where tenders not asked to deposit 10% Security Deposit, in case of default on the part of the firm, action will be initiated as per IRS conditions.

- 24.1 In the event of a contract being cancelled for any breach committed and the purchaser effecting repurchase of the stores at the risk and cost of the contractor, the purchaser is not bound to accept the lowest tender of a benami or allied or sister concern of that contractor.”
- 24.2 In the event of the supplier causing any loss to the Railway Administration through fraud, negligence or any other action (direct or contributory) or fail to pay on demand to the Railway Administration any money which he may be required to pay under or by virtues of the Conditions of Contract or by Law, the Railway Administration shall be at liberty to appropriate to the payment of such money either the whole or part there of as may be necessary to satisfy the Railway’s claims of any deposit made by the Supplier against contract and if the deposit amount be insufficient to pay the whole such moneys due to the Railway to cover the balance by deduction from any sum due or which may thereafter become due to the Railway to cover the balance by deduction from any sum due or which may thereafter become due to the Rail way under that contract or any other contract.

**25.0 Special conditions for stores required to bis specification**

- (i) Contract as a result of this tender enquiry will be entered into only for stores having ISI marking. In case ISI marked stores, are not available, stores strictly conforming to BIS specifications are required.
- (ii) Tenderers offering stores which ISI marking must indicate:
- (a) Details of BIS license held by them with its validity period.  
(b) Must enclose a Xerox copy of BIS license with their quotation.  
(c) Must enclose a list of stores for which they are authorized to put ISI mark.
- (iii) Tenderers must confirm clearly in their quotations whether the offered stores will bear ISI mark or not. Offers for ISI marked stores should invariably be supported by photo state copy of valid BIS license showing stores specifications number failing which such offers will be liable to be ignored. Registration status shall be taken with reference to date of tender opening.

**26. Special conditions for bearing for Railway applications:**

- 26.1 Only manufacturers or their authorized importers should quote for these items and the authorized importers should submit valid authorization letter from their manufacturers and standing guarantee for the quality and performance of bearing otherwise their offer will be ignored.
- 26.2 Tenderers submitting their offer for imported bearings desirous of claiming price variation due to exchange rate variation on quoted price should indicate clearly. The FOB price and also indicate exchange rate prevailing on date of order.
- 26.3 Supplies to be made in original cartons of manufacturers and such bearing should be packed separately.
- 26.4 Tenders should decode the prefixes and suffixes of the offered bearings.
- 26.5 Supplies to be inspected by RITES (6 visual inspection). Tenderers should submit the following documents and undertakings to the Inspecting Authority and the purchaser.
- (a) Visual Inspection by RITES to cover general quality and finish of the bearing and in particular to ensure that the surface finish of faces balls/rollers of bearings are smooth.

- (b) That the bearings are new and have not been lying stock for any unduly long time.  
22.
- (c) That all the bearings mentioned in the contract have been offered for inspection as per delivery schedule.
- d) That all the bearings offered are of standard make and of good workmanship.
- e) That the supplier has to produce necessary documents to show that he is authorized stockiest/manufacturer and submit necessary import documents covering the quantity under inspection to the inspecting of other authorities.
- f) Firm should accept Rly's standard warranty clause submit following certifications:
- g) only manufactures should quote and if they intend to quote through dealer/Agents, authorities by the firm should be on case-to-case basis i.e.tender specific.
- h) In case where the inspection may be required to be carried out at dealer/ Agent's premises, the manufacture shall also associate during the inspection.  
"Certified that bearings supplied by us against S/Order No..... dtd ..... Are genuinely imported from our principals and are manufactured by M/s. \_\_\_\_\_ and that the material has been tested by the Manufacturers as per SKF/FAG/TIMKEN/STEVEER/NEI/ STANDARDS/SPECIFICATIONS and are marked as SKF/FAG/TIMKEN/STEVEER/NEI etc.

#### **27.0 Import contract:**

Where quotations submitted involve importation, a complete break-up of the F.O.R. prices indicating C.I.F. value for which import licence is required and also Indian charges, viz. Custom-duty, Landing Port and other clearance charges and Agent's commission must be shown.

- 27.1 Offers for imported materials should be submitted on the basis of F.O.B. C.I.F. Indian Port/F.O.R.destination basis. The purchaser reserves the right to place the order on any such basis.
- 27.2 In case of F.O.B. offers, the prices to be quoted should be the tenderer's principals/manufacture net F.O.R. prices. The Agency Commission payable to the tenderer in terms of Agreement with his principal manufacturers should be indicated both in foreign currency as well) as in Indian Rupee to be converted by applying T. T. buying rate of Exchange ruling on date of offer. The agency commission finally payable to the tenderer under the contract will however be converted in Indian Rupees at .the T.T. buying rate of exchange ruling on the date of placement of the contract and which shall not be subject to any further exchange variation. The quotations or F.O.B. basis should be supported by the manufacturer's Invoice.
- 27.3 Indian Agents/Associates quoting on behalf of Principals/Manufacturers abroad on F.O.B./C.I.F. basis should:
  - (i) Certify the net prices to be paid to their Principals/Manufacturers in foreign currency and indicate separately the amount of remuneration/commission/profit which the Indian Agents/Associates are entitled to in terms of their Agreement with the foreign Principals/Manufacturers. Agency commission normally should not exceed 5% of F.O.B.
  - (ii) Produce their Principals/Manufacturers proforma invoice or certificate indicating remuneration commission/discount etc. to be allowed in the particular transaction, to their Indian Agents Associates, and the nature of after sale-services to be rendered by the Indian Agents/Associates.

27.4 Foreign firms quoting direct against the enquiry and who have Indian Agents/ Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representative they have for servicing in India. They should quote net F.O.B. prices exclusive of the amount of remuneration/commission provided for their Indian Agents/Associates. It is understood that the purchaser will indemnify the manufacturer/Principals against payment of such 23 Commission and would undertake to pay such commission to the Indian Agents/Associates in Rupees in India in respect of a contract arising out of this invitation to Tender, where the Indian Agents/Associates remuneration/commission covers a part of the price against the tender.

(a) The amount of Agency commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer.

(b) The Indian agent will be required to submit a certificate, along with their Agency Commission bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal , i.e., M/s..... (i.e. the contractor) in terms of agency agreement. The purchaser of their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor)and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

27.5 Besides the above, the following particulars should be furnished by ,the tenderers (the Indian Agents and or the Foreign firms)-

(i) The prices relationship between the foreign manufacturer/principals and their Indian Agents/Associates.

(ii) The mutual interest which the manufacturer/Principles and the agent associate have in the business of each other.

(iii) Any payment with the Agent/Associate is to receive in India or abroad from the manufacturer/Principals whether as a commission for the contract or as general retainer fee.

(iv) Indian Agent's Income Tax Permanent Accounts Number;

(v) The Foreign supplier's Income Tax Permanent Account Number, if any;

(vi) All services to be rendered by the Agent/Associates, whether of a general nature or in relation to the particular contract.

27.6 Tenders which not comply with the above stipulation is liable to ignored.

27.7 Offers in foreign currency, are usually received on FOB or C&F basis. These offers are to be evaluated in the following manner to arrive at total cost of the offers for determining the level of tender committee and tender accepting authority

:

(a) CIF cost is to be calculated by adding freight as per rates of Shipping Corporation of India (SCI) (in case of FOB offers) & insurance charges as per Board's open cover policy. In case of C&F offers, only insurance charges are to be added.

(c) Assessable Value is to be calculated by adding Port/landing charges @ one percent with the CIF cost as per Customs Rules. Aggregate Customs Duty is to be calculated on the assessable value and the total landed cost is to be worked out by adding the assessable value with the aggregate Customs Duty.

(d) Thereafter, other charges as leviable and as required in terms of tender conditions (viz. training, installation & commissioning charges etc. as quoted, if any) are to be added to the total landed cost to arrive at the total cost of the offer.

**28 Fabrication contract**

28.1 Where quotations are called for fabrication charges only, the necessary raw material will be supplied by the Railway to the successful tenderer after he has paid the 24 necessary amount to cover the cost of raw material which will be supplied to him by the Railway. The amount to be deposited will be intimated to the successful tenderer and he will have to deposit the necessary amount with the Divisional Cashier of the Railway within the time specified and failure to do so within the specified time will be deemed as breach of contract. The amount will be refunded to him after the satisfactory completion of the contract. Fabrication charges quoted by the tenderer must include the cost of transport charges for the raw material from the Stores Depot or any other places where raw materials arranged to the tenderer's Workshop or place of business and for delivery of the fabricated material to the consignee.

28.2 the Contractor shall take delivery of raw material and remove the same, after making a cash deposit to the extent of the full value of such raw material, within the time specified in the contract from such premises as may be specified by the General Manager, West Central Railway or any other Officer or Officers who may be deputed on his behalf, Within the prescribed time stipulated in the contract. In the event of failure on the part of the contractor to remove such raw material within the period stipulated in the contract for removal thereof after making aforesaid cash deposit, the contractor shall be liable to pay to the President storage charges at the rate of 1/2% per day of the value of the said raw material not so removed against the aforesaid cash deposit subject to a minimum of Rs.10/- per day and further the said raw material shall be permitted to be removed by the contractor only after the contractor had paid the storage charges to the President at the rate aforesaid, it is also a condition of the contract that in the event of failure on the part of the contractor due to reason whatsoever to take delivery of and to remove the said raw material within the time specified in the contract for the purpose, such raw material shall be deemed to have been supplied by the President to the contractor on the last day at the period specified in the contract for the removal of the said raw material by the contractor after making the aforesaid cash deposit, notwithstanding that the said raw material was not actually taken delivery of and removed by the contractor on or before due date.

28.3 There should be any loss or damage occurs to the material issued for fabrication, the Railway shall be entitled to recover any such damage or loss:-

(a) By appropriating in part or whole the Security deposited by the supplier, if a Security Deposit has been taken against the contract or by selling or canceling any Government Promissory Note etc., forming whole or part of such security.

OR

(b) By deduction from any sum due or any sum which may at any time become due thereafter to the Supplier under that or any other contract.

**29.0 Force Majeure Clause:**

In the event of any unforeseen even directly interfering with the supply of stores arising during the currency of the contract, such as war insurrection restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, Lock out, or other disorganization of Labor, acts of Public enemy, acts of God, sabotage, the Contractor shall within a week from the commencement thereof notify the same in writing to the purchaser with reasonable evidence thereof. If the force majeure conditions(s) mentioned above be in force for a period of 90 days or more at any time, the purchaser shall have the option to terminate the contractor expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against

the other save and except these which had accrued under any other clause of this agreement prior to such termination.

**SPECIAL CONDITIONS OF E-TENDERS (APPLICABLE ONLY FOR MACHINERY & PLANTS ITEMS)**

**1. Technical Compliance:**

The tenderers should give para-wise comments on the technical specification to indicate whether the equipment offered fully meets the tender specifications. The offer should be accompanied with complete details of technical parameters. Tenderers should note that no deviation will be accepted on major technical parameters under heading of major technical specification parameters as given in tender specification if any. Such offers shall be summarily rejected without any back reference. Therefore, any deviation to tender specification by the tenderer must be indicated in Annexure-1,.

**2. Authorization Letter:**

In case the tenderer is an agent of the manufacturer, they should clearly indicate the same and also enclose current authorization certificate from the manufacturer to this effect on the letter head of manufacturer in the Performa attached as Annexure-5 and also mention the place where the equipment will be offered for pre-inspection before dispatch.

**3. Validity.**

The offer should be kept valid for 150 days from the date of opening of the tender.

**4. After Sales Service:**

The tenderers should confirm that they will render quick after sales service during the warranty period of the machine and also advise details of their after sales net - work/ office which render the said service.

**5. Element of Freight for indigenous purchase:**

For each consignee as specified in SOR tenders are required to quote on FOR destination price basis only duly indicating the freight element.

**6. Commissioning & Proving Test:**

6.1 The contractor shall arrange commissioning of the equipment at the consignee premises. The tenderers shall carry out necessary proving test to demonstrate the performance of equipment, after its successful commissioning, to the entire satisfaction of the consignee. The tenderer should quote total lump sum commission & installation charges for each unit of equipment. No ED & ST will be allowed on this commission & installation charges. This commission & installation charges will also be added in their quoted total unit rate for the purpose of inter-se ranking, where commission & installation is required to be borne by the tenderer as per tender specification in the other charges drawn of firms offer from also better important note under para 4.0 of Annexure-A.

6.2 The Contractor or his agents shall commission the machine within stipulated time as shown in the contract. This time period will be counted from the date of intimation from the consignee in respect of readiness of the site for commissioning in cases where the 26 machine is to be installed by the consignee. This will include the time for installation in cases where installation is also to be undertaken by the contractor.

6.3 The time allowed for commissioning of machine shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of the contractor, the purchaser shall be entitled to recover and the Contractor shall be liable to pay liquidated damages at the rate of 2% of the total contract value for each and every month or part thereof for which commissioning is delayed, provided that the entire amount of liquidated damages to be paid under the provision of this

clause shall not exceed 10% of the total contract value. Failure to install/commission the machine within stipulated time after intimation from the consignee will be taken as breach of contract and purchaser will be at liberty to forfeit the Security Money furnished by the supplier without any prejudice to other rights under the contract.

6.4 Continuance of commissioning work after expiry of stipulated time will also constitute a default for the purpose of the Clause 6.3 above.

## **7.0 Warranty**

- (a) 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 except variation in exceptional cases as per merit of the case.
- (b) Maximum down time during the warranty period will be 2% (two percent) for on line M&P and 10% (Ten percent) for off line M&P calculated on quarterly basis.
- (c) 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.
- (d) Maximum penalty to be levied on account of warranty failure will be 5% (Five percent) of the contract value calculated during whole of warrantee 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 should be recorded and circulated to all Railways. The same should 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.

## **7.1 Warranty Bank Guarantee:**

For items like machinery and Plant, Costly equipment, capital spares, the tenderer will have to furnish a warranty Bank Guarantee of 10% of Material value to cover their warranty obligation. The Format of the Warranty bank guarantee is given in Annexure-'7'.

## **8.0 Annual Maintenance Contract (AMC):**

- (a) 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, wherever tenderer specification specify need of AMC.
- (b) 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.
- (c) 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 and commission & installation charges (if required to be done by tenderer as per tender specification) would also be included in the FOR destination price quoted for M&P for the purpose of comparative evaluation of offer.
- (d) 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.

- (e) The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.
- (f) 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.
- (g) The terms & conditions of AMC must clearly specify the maximum down time and maximum response time.

**9. Training:**

The contractor during commissioning of the equipment will also train Railway staff in operation and maintenance of equipment supplied, free of cost.

**10. Maintenance Manual & Spare Parts**

Contractor is required to supply 2 copies of operation and maintenance manual and lists of Spare parts along with the equipment.

**11. Payment terms**

11.1 Payment to foreign supplier: Payment against foreign supplies shall be made through Letter of Credit. All charges, including the confirmation charges of L.C., levied by foreign Banks, shall be borne by the supplier. The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under:-

- (a) 80% of the payment against irrevocable L.C. on proof of inspection certificate and shipping documents within 30 days of receipt of shipping documents as specified.
- (b) Balance 20% payment within 90 days after installation/ commissioning and proving out test of M&P & acceptance of the equipment by consignee, subject to submission of bank guarantee for an amount of 10% of contract value, as warranty security valid for 6 months beyond warranty period.

11.2 **Payment against indigenous supply:** The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under:-

- (a) 80% of the payment on proof of inspection certificate and Rail/Road Challan duly signed by the gazetted officer of the consignee as proof of receipt of equipments in good and sound condition to be made within 30 days of receipt of documents as specified.
- (b) Balance 20% payment within 90 days after satisfactory installation/ commissioning and proving test of M&P & acceptance of the equipment by consignee, subject to submission of bank guarantee for an amount of 10% of contract value, value as warranty security valid for 6 months beyond warranty period.

-----

**PROFORMA FOR STATEMENT OF DEVIATIONS**

- (1) The following are the particulars of deviations from the requirements of the tender specifications:-

CLAUSE	DEVIATION	REMARKS (Including - justification)
--------	-----------	--

- (2) The following are the particulars of deviations from the requirements of the Instructions to Tenderers, Indian Railway Standard Conditions of Contract and Special Conditions of Contract.

CLAUSE	DEVIATION	REMARKS (Including - justification)
--------	-----------	--

Signature and  
seal of  
The manufacturer /  
Tenderers

Note : Where there is no deviation, the statement should be returned duly signed with an endorsement indicating 'No. Deviations'.

**ANNEXURE - 2**

(Please see clause 2.1.1(a) of 'Annexure-B')

**PROFORMA FOR PERFORMANCE STATEMENT**  
(For a period of last 3 years)

Tender No.....Date of opening.....  
.....

Name ..... of  
tenderer.....

Order place by (Full address of purchaser)	Purchase order No. & date	Unit Price, ED, ST & FOR terms	Date of completion of delivery as per contract.	Actual Date of Completion of Delivery	Reasons for late delivery, if any

Signature and Seal of Tenderer 31

**ANNEXURE – 3**

(Please see clause 2.1.1(b) of  
'Annexure-B')

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

Tender No. .... Date of

Opening.....Time.....HoursName of the Firm

**Note : All details required only for the items tendered :-**

1. Name & full address of the firm.
2. Telephone & FAX No. Office/Factory/Works.
3. Telegraphic and E mail address.
4. Location of the manufacturing factory.
5. Details of Industrial Licence, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.(Monographs & Description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw material held.
9. Production capacity of item(s) quoted for, with the existing plant & machinery.
  - 9.1 Normal
  - 9.2 Maximum
10. Details of arrangement for quality control of products such as laboratory testing Equipment etc.
11. Details of staff.
  - 11.1 Details of technical supervisory staff-in-charge of production & quality control
  - 11.2 Skilled labour employed.
  - 11.3 Unskilled labour employed.
  - 11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application
12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi. If so, furnish full particulars of registration; period of currency etc.
14. Are you a Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the  
**Manufacturer / Tenderers**

**PROFORMA BANK GUARANTEE FOR BID GUARANTEE  
(ON NON-JUDICIAL STAMP PAPER OF REQUISITE VALUE)**

Ref..... Date .....

.....

**Bank Guarantee**

No.....

To

The PRESIDENT OF INDIA,  
Acting through the Controller of Stores,  
West central Railway,  
Indira market, Jabalpur

Dear Sir,

In accordance with your invitation to tender

No.....due on.....for supply  
of.....

.....M/s.....hereinafter called the  
tenderers

with the following Directors on their Board of Directors/Partners of the firm.

- |    |     |
|----|-----|
| 1. | 2.  |
| 3. | 4.  |
| 5. | 6.  |
| 7. | 8.  |
| 9. | 10. |

wish to participate in the said tender for the supply of

.....

.....

As a Bank Guarantee against Bid Guarantee for a sum  
of.....

.....(in  
words & figures) valid for (120)\* one hundred and twenty days from due date of tender  
required to be submitted by the tenderers as a condition for the participation, this bank hereby  
guarantees and undertakes during the above said period of (120)\* one hundred and twenty  
days to immediately pay, on demand by the Controller of Stores, West Central Railway,  
Jabalpur INDIA the amount of

.....

.....

.....in words & figures, to the  
said Controller of Stores West Central Railway, Jabalpur, INDIA, and without any reservation  
and recourse, if :-

- (i) the tenderers after submitting his tender, modified the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser; or
- (ii) The tenderers withdraws the said bid within 90\*\* days after opening of bid;  
or
- (iii) the tenderers having not withdrawn the bid, fails to furnish Performance Guarantee Bond(Security deposit) within the period provided in the Advance Acceptance of tender (or contract).

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on  
.....If further extension to this guarantee is required, the same shall be  
extended by such required periods on receiving instructions from M/s  
.....on whose behalf this guarantee is issued.

Date.....

Signature.....

Place .....  
Printed  
Name.....  
Witness.....  
.....

(Designation)

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

**ANNEXURE – 5**

(Please see clause 2.7 of  
'Annexure-B' )

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

No.....  
Dated.....

To

The PRESIDENT OF INDIA,  
Acting through the Controller of Stores,  
West Central Railway, Indira Market,  
Jabalpur

Dear Sir,  
Subject : C.O.S./WCR./Jabalpur's Tender

No.....  
.....

We.....an  
established  
and reputed manufacturer of .....having  
factories 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.....

.....  
No company/firm or individual other than  
M/s.....

.....  
are authorized to represent us in regard to this business against this specific tender.

Yours faithfully,  
(NAME)

for & on behalf of

M/s.....

( Name of Manufacturers )

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.

(Bank's common seal)

**ANNEXURE –'6'**  
(Please see clause 6.1 of  
'Annexure-B')

**PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)**

To  
The PRESIDENT OF INDIA,  
Acting through  
The Controller of Stores,  
(Railway/Production Unit)

**GUARANTEE BOND**

In consideration of the President of India (hereinafter called —the Government") having agreed to exempt----- (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated ----- made between----- and-----for ----- (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs----- (Rupees----- only) we ----- (Indicate name of the bank) (Hereinafter referred to as "the Bank") at the request of ----- contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. -----against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We ----- (Indicate name of the bank) do here by undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs ---

3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We ----- (Indicate name of the bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (Office Department) Ministry of ----- certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ----- we shall be discharged from all liability under this Guarantee thereafter.

5. We ----- (Indicate name of the bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or for any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Supplier(s).

7. We ----- (indicate name of the bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date the ----- day of -----

For -----

**(Indicate the name of Bank)**

**(Bank's common seal)**

**Annexure '7'**

(Please see clause 7.1 of  
'Special Conditions of  
M&P-Annexure-B')

**PROFORMA FOR WARRANTY GUARANTEE BOND**

To:

The President of India  
Acting through  
The Controller of Stores,  
West Central Railway  
Jabalpur.

Sub: Guarantee No..... for..... (Amount) Covering Machine(s) Serial  
No..... supplied to (Consignee/s) ..... Ref: Contract No.....  
dated.....

placed on M/ s. ....

1. WHEREAS M/s. .... one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government") .....Nos. of ..... (give description) as per contract No. .... dated ..... (hereinafter called "the said contract").
2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.
4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any

demur, any sum up to a maximum amount of .....(Rs.....) representing 10 per cent of the value of the Stores despatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Government whether any default has occurred or as been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.

6. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel ..... vide Bill of Lading No. .... dated ..... or R/ R No. .... dated ..... (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to ..... i.e. for .....months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i.e. up to.....(date), hereinafter called the said date.

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

10. That no claim under this guarantee shall be entertained by us unless the same has been preferred

by the Government within the said date.

Date .....

Signature.....

Place.....

Printed

Name.....

Witness .....

Read and Accepted.

Signature of Tenderer .....

**(Designation)**

**(Banks common Seal)**

**Annexure '8'**

(Please see clause 7.0(i) of 'Annexure-A')

**NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM**

From: M/s.

Date: .....

To:

FA & CAO/WST

West Central Railway

Jabalpur

Sub : NEFT payments.

\*\*\*\*

We refer to the NEFT being set up by Railways for remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

Name of City

Bank Code No.

Branch Code No.

Bank's Name  
 Branch Address  
 Branch Telephone / Fax No.  
 Supplier's Account No.  
 Type of Account  
 IFSC code for NEFT  
 IFSC code for RTGS  
 Supplier's name as per Account  
 Telephone no. of supplier  
 Supplier's E-mail ID  
 Confirmed by Bank  
 Signature of supplier with  
 and address  
 Enclose a copy of crossed cheque

Stamp

**ANNEXURE - 9**

(Please see clause 3.2 of 'Annexure-B')

**CHECK LIST FOR TENDERERS**

1.	Have you purchased bid documents	Yes/No
2	Have you quoted in the prescribed Performa in SOR	Yes/No
3	Have you submitted earnest money	Yes/No
4	Have you furnished the performance statement	Yes/No
5	Have you submitted the Banker's report	Yes/No
6	Have your furnished the details of equipment / quality control	Yes/No
7	Have you furnished the statement of deviations (preferably Nil)	Yes/No
8	Have you quoted price on the basis of free delivery to Destination, indicating break up	Yes/No
9	Have you quoted delivery period correctly and precisely	Yes/No
10	Have you kept your offer valid for 90 days (Validity of 120 days is required for items of Machinery and Plant)	Yes/No
11	Have you submitted authenticated copy of the document	Yes/No

Authorizing the signatory to submit offer and commit on behalf of tenderers (Para 6.6 (d) of 'Instructions to tenderers')

Signature & seal of  
 Manufacturer / Tenderer

**ANNEXURE-10**

## LIST OF ITEMS EXCLUSIVELY RESERVED FOR PURCHASE FROM SMALL SCALE INDUSTRIAL UNITS INCLUDING HANDICRAFT SECTOR.

Sr. No.	Item Description
1	AAC/and ACSR Conductor upto 19 strands
2.	Agricultural Implements (a)Hand Operated tools and implements (b)Animal driven implements
3.	Air/Room Coolers.
4.	Aluminium builder’s hardware
5.	Ambulance stretcher
6.	Ammeters/ohm meter/Volt meter (Electro magnetic upto Class I accuracy.
7.	Anklets Web Khaki
8.	Augur (Carpenters)
9.	Automobile Head lights Assembly
10.	Badges cloth embroidered and metals.
11.	Bags of all types i.e. made of leather, cotton, canvas and jute etc. including kit bags, mail bags, sleeping bags and water-proof bag.
12.	Bandage cloth.
13.	Barbed Wire.
14.	Basket Cane(Procurement can also be made from state Forest Corpn. And State Handicrafts Corporation.
15.	Bath Tubs
16.	Battery Charger.
17.	Battery Eliminator.
18.	Beam Scales(up to 1.5 tons).
19.	Belt leather and straps
20.	Bench Vices
21.	Bituminous Paints
22.	Blotting Paper.
23.	Bolts and Nuts.
24.	Bolts Sliding.
25.	Bone Meal.
26.	Boot Polish.
27.	Boots and Shoes of all types including canvas shoes.
28.	Bowls
29.	Boxes leather.
30.	Boxes made of metal.
31.	Braces.
32.	Brackets other than those used in Railways.
33.	Brass Wire
34.	Brief Cases(other than moulded luggage)
35.	Brooms
36.	Brushes of all types.
37.	Buckets of all types.
38.	Buttons of all types.

39.	Candle Wax Carriage.
40.	Cane Valves/stock valves (for water fittings only)
41.	Cans metallic(for milk and measuring)
42.	Canvas Products: (a)Water proof deliver,Bags to spec.No.IS-1422/70
43.	Capes Cotton and woolen
44.	Capes Waterproof
45.	Castor Oil.
46.	Ceiling roses upto 15 amps
47.	Centrifugal steel plate blowers
48.	Centrifugal Pumps suction and delivery 150mm. x 150 mm
49.	Chaff cutter Blade.
50.	Chains lashing.
51.	Chappals and sandals.
52.	Chamois Leather.
53.	Chokes and light fitting.
54.	Chrome Tanned leather (Semi-finished Buffalo and Cow)
55.	Circlips.
56.	Claw bars and wires
57.	Cleaning Powder.
58.	Clinical Thermometers.
59.	Cloth Covers.
60.	Cloth Jaconet.
61.	Cloth Sponge.
62.	Coir fibre and Coir yarn.
63.	Coir mattress cushions and matting
64.	Coir Rope hawwerlaid
65.	Community Radio Receivers.
66.	Conduit pipes
67.	Copper Nail.
68.	Copper Napthenate.
69.	Copper Sulphate.
70.	Cord Twine Maker
71.	Cordage Others.
72.	Corrugated Paper Board and Boxes.
73.	Cotton Absorbent.
74.	Cotton Belts
75.	Cotton Carriers
76.	Cotton Cases.
77.	Cotton Cord Twine.
78.	Cotton Hosiery.
79.	Cotton Packs.
80.	Cotton Pouches.
81.	Cotton Ropes
82.	Cotton Singlets.
83.	Cotton Sling
84.	Cotton Strap
85.	Cotton Tapes and laces.
86.	Cotton wool (Non absorbent)
87.	Crates Wooden and plastic
88.	(a)Crucibles Graphite upto No.200
89.	(b)Crucibles Graphite upto No.500.
90.	(c)Other Crucibles upto 30Kgs
91.	Cutters.
92.	Dibutyl phthalate
93.	Diesel engines upto 15 H.P.
94.	Dimethyl phthalate
95.	Disinfactant Fluids

96.	Distribution Board upto 15 Amps.
97.	Domestic Electric appliances as per BIS Specifications:- Toaster Electric, Electric Iron, Hot Plates, Electric Mixer, Grinders, Room heaters and convector and ovens
98.	Domestic (House Wiring) P.V.C. Cables and Wires (Aluminum) Conforming to the prescribed BIS Specifications and up to 10.00 mm sq. Nominal cross section.
99.	Drawing and Mathematical Instruments
100.	Drums and Barrels.
101.	Dust Bins
102.	Dust Shield leather
103.	Dusters Cotton all types except the items required in Khadi.
104.	Dyes (a) Azo Dyes (Direct and Acid). (b) Basic Dyes.
105.	Electric call Bells/buzzers/door bells.
106.	Electric Soldering Iron
107.	Electric Transmission Line Hardware items like steel cross bars, cross arms clamps arching horn, brackets, etc
108.	Electronic door bell.
109.	Emergency Light (Rechargeable type)
110.	Enamel Wares
111.	Equipments camouflage Bamboo support
112.	Exhaust Muffler
113.	Expanded Metal
114.	Eyelets
115.	Film Polythene-including wide width film
116.	Film spools and cans
117.	Fire Extinguishers (wall type)
118.	Foot powder.
119.	French polish
120.	Funnels
121.	Fuse Cut outs.
122.	Fuse Unit.
123.	Garments (Excluding supply from Indian Ordnance Factories)
124.	Gas Mantals.
125.	Gauze Cloth
126.	Gauze surgical all types.
127.	Ghamellas (Tasllas)
128.	Glass Ampules
129.	Glass and Pressed Wares
130.	Glue.
131.	Grease Nipples and Grease guns.
132.	Gun Cases.
133.	Gun Metal Bushes.
134.	Gumtape.
135.	Hand drawn carts of all types
136.	Hand gloves of all types
137.	Hand Lamps Railways
138.	Hand numbering machine.
139.	Hand pounded Rice (polished and unpolished)
140.	Hand presses
141.	Hand Pump.
142.	Hand tools of all types.
143.	Handles wooden and bamboo.
144.	Harness Leather.
145.	Hasps and Staples.
146.	Haver Sacks.
147.	Helmet Non-Metallic

148.	Hide and country leather of all types.
149.	Hinges.
150.	Hob nails.
151.	Holdail.
152.	Honey.
153.	Horse and Mule Shoes.
154.	Hydraulic Jacks below 30 ton capacity.
155.	Insecticides Dust and sprayers (Manual only)
156.	Invalid wheeled chairs.
157.	Inverter domestic type upto 5KVA
158.	Iron (Dhobi)
159.	Key board wooden.
160.	Kit Boxes.
161.	Kodali.
162.	Lace leather.
163.	Lamp Holders
164.	Lamp signal
165.	Lanterns Posts and bodies.
166.	Lanyard.
167.	Latex foam sponge.
168.	Lathies.
169.	Letter Boxes
170.	Lighting Arresters-upto 22 kv
171.	Link clip
172.	Linseed Oil
173.	Lint Plain
174.	Lockers
175.	Lubricators.
176.	L.T.Porcelain KITKAT and fuse Grips
177.	Machine Screws
178.	Magnesium Sulphate
179.	Mallet wooden
180.	Manhole covers
181.	Measuring tapes and sticks
182.	Metal clad switches upto 30 AMPS
183.	Metal Polish
184.	Metallic containers and drums other than N.E.C. ( not else where classified)
185.	Metric weights
186.	Microscope for normal medical use
187.	Miniature bulbs ( for torches only)
188.	M.S. tie bars
189.	Nails cutters
190.	Naphthalene balls
191.	Newar
192.	Nickle sulphate
193.	Nylon stocking
194.	Nylon tapes and laces
195.	Oil Bound distemper
196.	Oil Stoves (Wick stoves only)
197.	Pad locks of all types
198.	Paint remover
199.	Palma rosa oil
200.	Palmgur
201	Pans Lavatory flush
202	Paper conversation products-paper bags, envelops . ice cream cup, paper cup and saucers and paper plates
203	Paper Tapes(Gummed)
204	Pappads

205	Pickles and chutney
206	Piles fabric
207	Pillows
208	Plaster of Paris
209	Plastic Blow Moulded Containers upto 20 litres excluding Ploy Ethylene Terphthalate (PET) containers
210	Plastic cane
211	Playing cards
212	Plugs and Sockets electric upto 15 Amp
213	Polythene Bags
214	Polythene pipes
215	Post Pickets (Wooden )
216	Postal lead seals
217	Pottassium Nitrate
218	Pouches
219	Pressure Die Casting upto to 0.75 Kg
220	Privy pans
221	Pulley Wires
222	PVC footwears
223	PVC pipes upto 110 mm
224	Pvc insulated Aluminium Cables (upto 120 Sq. mm)
225	Quilts, Razais
226	Rags
227	Railway carriage light fittings
228	Rakes Ballast
229	Razors
230	RCC pipes upto 1200mm dia
231	RCC poles Prestressed
232	Rivets of all types
233	Rolling shutters
234	Roofs light Fittings
235	Rubber balloons
236	Rubber Cord
237	Rubber hoses ( unbranded)
238	Rubber Tubing ( excluding braided tubing)
239	Rubberized garments Cap and caps etc
240	Rust/ Scale Removing composition
241	Safe meat and milk
242	Safety matches
243	Safety pins ( and other similar products like papers pins and staples pins etc
244	Sanitary plumbing fittings
245	Sanitary towels
246	Scientific laboratory glassware's ( barring sophisticated items)
247	Scissor cutting ( ordinary)
248	Screws of all types including high tensile
249	Sheep skin all types
250	Shellac
251	Shoe laces
252	Shovels
253	Sign board painted
254	Silk ribbon
255	Silk webbing
256	Ski books and shoes
257	Sluice valves
258	Snap fastener (excluding four pieces ones )
259	Soap carbolic
260	Soap curd
261	Soap liquid

262	Soap soft
263	Soap washing or laundry soap
264	Soap yellow
265	Sockets pipes
266	Sodium Nitrate
267	Sodium Silicate
268	Sole leather
269	Spectacle frames
270	Spiked boot
271	Sports shoes made out of leather (of all sports games)
272	Squirrel Cage induction Motors upto and including 100 KW440 volts 3 phase
273	Stapling machine
274	Steel Almirah
275	Steel Bedsstead
276	Steel chair
277	Steel desks
278	Steel racks/shelf
279	Steel stools
280	Steel trunks
281	Steel wool
282	Steel and aluminum windows and ventilators
283	Stockinet
284	Stone and stone quarry rollers
285	Stone ware jar
286	Standard wire
287	Street light fitting
288	Student microscope
289	Studs (including high tensile)
290	Surgical gloves( Except plastic)
291	Tablet knives( excluding cutlery
292	Tack metallic
293	Taps
294	Tarpaulins
295	Teak fabricated round blocks
296	Tent poles
297	Tent age civil / Military and salitah , jute for Tentage
298	Textile manufacturer other than N.E.C( non elsewhere classified )
299	Tiles
300	Tin box for postage stamps
301	Tin can un printed upto 4 gallons capacity ( other than can O.T.S)
302	Tin mess
303	Tip boots
304	Toggles switches
305	Toilet rolls
306	Transformer type welding set confirming to IS:1291/75 ( upto 600 AMPS)
307	Transistor radio upto three band
308	Transistorized insulation – testers
309	Trays
310	Trays for postal use
311	Trolley
312	Trollies- drinking water
313	Tubular poles
314	Tyres and tubes( cycles)
315	Umbrellas
316	Utensil all types
317	valves metallic
318	Varnish black japan
319	Voltage stabilizer including C.V.T's

320	Washer all types	
321	Water proof cover	
322	Water proof paper	
323	Water tank upto 15000 ltr capacity	
324	Wax sealing	
325	Waxed papers	
326	Weighing scale	
327	Welded wire mesh	
328	Wheel barrows	
329	whistle	
330	Wicks cotton	
331	Wings shield wipers ( arms and blades only)	
332	Wire brushes and fiber brushers	
333	Wire fencing and fittings	
334	Wire nails and horse shoe nails	
335	Wire netting of gauge thicker than 100 mesh size	
336	Wood wool	
337	Wooden ammunition boxes	
338	Wooden board	
339	Wooden box for stamp	
340	Wooden Boxes and cases N.E.C ( not else were classified)	
341	Wooden chair	
342	Wooden flush door shutters	
343	Wooden packing cases all size	
344	Wooden pins	
345	Wooden plugs	
346	Wooden shelves	
347	Wooden veneers	
348	Woolen hosiery	
349	Zinc sulphate	
350	Zip fastener	
<b><u>Handicraft Items</u></b>		
S no.	Item description	Source of supply
351	Cane furniture handlooms	North Eastern handicrafts and development Corporation Assam Govt. Marketing Corpn. Craft Society of Manipur Nagaland handicrafts and Handlooms Development Corpn.
352	Bamboo file tray Baskets, pencil stand, side racks etc.	North Eastern handicrafts and development Corporation Assam Govt. Marketing Corpn. Craft Society of Manipur Nagaland handicrafts and Handlooms Development Corpn.
353	Artistic Wooden Furniture	Rajasthan Small industries Corpn. U.P. Export Corporation
354	Wooden Paper weight racks etc.	Rajasthan Small industries Corpn. U.P. Export Corporation
355	Glass covers made and grass jute of wood	Rajasthan Small industries Corpn. U.P. Export Corporation
356	Jute furniture	West Bengal handicrafts Dev. Corpn. Jute Mfg. Development Corporation Orissa State handicrafts Dev. Corpn.
357	Jute bags , file cover	West Bengal handicrafts Dev. Corpn. Jute Mfg. Development Corporation Orissa State handicrafts Dev. Corpn.
358	Woolen and silk carpets	U.P. Export Corporation Jandk sale export Corporation.

Signature and seal of the  
**Manufacturer / Tenderers**