

E-TENDER DOCUMENTS OF NWR-ANNEXURE B

INSTRUCTIONS TO TENDERERS FOR E-TENDERS

1.0 GENERAL INSTRUCTIONS

- 1.1 On behalf of the President of India, the Controller of Stores, North Western Railway, Malviya Nagar, Jaipur (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 site 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 Special conditions of Contract and instructions to tenderers contained in this booklet of this Railway with latest correction slip if any and Important terms and conditions of e-tender SOR i.e. Annexure-C. This booklet with latest correction slip & Indian Railways Standard (IRS) Conditions of Contract is also available on NWR website www.northwesternrailway.gov.in.

Security Deposit:- In case of safety item SD will be leviable @10% of P.O. value subject to maximum of rupees 10 Lakhs, if P.O. value up to rupees 10 Crs. and rupees 20 Lakhs, if P.O. value over rupees 10 Crs. no separate SD charges will be paid. If any firm claim SD charge extra in financial or techno commercial bid, their offer will be ignored without any further correspondence. Tenders may also note that as per tender terms and conditions item no. 15 of annexure "C" SD shall be taken from all firms for contract for all safety items and no exemption from SD shall be allowed irrespective of firms being on approved panel of RDSO/Railway PUs or registered with NWR/ Railways/NSIC/SSI

- 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. 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" or log on to NWR s website at www.northwesternrailway.gov.in " where a link is provided to IREPS site.
- 1.6 Corrigendum: Purchaser reserves the right to issue any corrigendum to the tender even upto ten days prior to the due date of opening of the tender. Tenderers are also 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.

2.0 ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS: See Important Terms and Conditions of Electronic Tender of SOR i.e. Annexure-C at Para 2.0 [SI. No. 2.1 to 2.3]

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 then 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. Purchaser , however, reserve 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.

2.5 Should a tenderer have a relative employed in Gazetted capacity in the Stores Department of the North Western 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 North Western 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 the names of vendors 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.

The manufactures participating directly in tender shall submit the NSIC registration certificate along with offer. The firm who are traders are required to submit the NSIC registration certificate of their principal and authorization letter from their principal manufacturer on their letter head along with the tender in Performa as in Annexure -.5. Also the item supplied by the trader shall be inspected at the manufacture's premises by the inspecting agency before supply. The offers received from traders not complying these conditions are liable to be rejected.

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3.0 EARNEST MONEY

- 3.1 The Earnest Money Deposit (E.M.D.) shall be taken from all tenderers against advertised tenders subject to exemptions as detailed in condition No.14 of Important terms and conditions of E-tender SOR i.e. Annexure-C.
- 3.2 The amount of E.M.D. shall be as specified in condition No.14 of Important terms and conditions of E-tender SOR i.e. Annexure-C.
- 3.3 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.
- 3.4 The earnest money should be deposited either in cash with Divisional Cashier, North Western Railway, Hasanpura Road, Jaipur creditable to "Deposit Misc. Account Stores", or submitted along with the tender in any of 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 F.A. & C.A.O. North Western Railway, Malviya Nagar, Jaipur or through Bank guarantee from any Scheduled Bank in the prescribed form as per Annexure 4.
- 3.5 No interest shall be payable on the Earnest Money.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.

4.0 TIME SCHEDULE

- 4.1 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.
- 4.2 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.
- 4.3 In case of delivery by rail, the date on which stores are placed on rail after inspection (i.e. RR/PW B 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.
- 4.4 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.
- 4.5 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.

5.0 DELIVERY TERMS

- 5.1 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 and claim reimbursement of the lower of road / rail freight.
- 5.2 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. Reimbursement of pre-paid

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freight element may be obtained through bill.

- 5.3 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.
- 5.4 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.
- 5.5 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 .”
- 5.6 PACKING CONDITIONS: - Material should be provided with standard packing, which can withstand transit damage, handling and proper storage.

6.0 SUBMISSION OF E-BIDS

- 6.1 The tenderers should submit their E-Bids on the Electronic Tender on the IREPS site. 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-C., 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.
- 6.2 There is Check List for Tenderers (Annexure-9) for the information and guidance of Tenderers.
- 6.3 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.
- 6.4 The individuals signing the tender or any other documents connected there-with should clearly indicate his full name and designation, specify whether he is signing and scan the documents attached with their e-bids :
- 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.
 - d) An authenticated copy of the document, which authorizes the signatory to commit on behalf of the tender, shall accompany the offer.
- 6.5 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.
- 6.5.1 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 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.
- 6.5.2 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.

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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.

6.6 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.

6.7 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, tenderers are required to submit the following along with their offer.

(i) Tender to give consent in a mandate form for receipt of payment through EFT / RTGS & must submit the Annexure-8.

(ii) Tenderer to provide the detail of Bank account in line with RBI guidelines for the same these details will include Bank name, branch name and address, account type, Bank account No. and Bank and branch code as appearing on MICR cheque issued by Bank.

(iii) Tenderer to attach certificate from their bank. Certifying the correctness of all above mentioned information (as mention in para ii above).

(iv) In case of nonpayment through EFT/RTGS or where EFT/RTGS facility is not available payment will be released through cheque.

6.8 Price Variation Clause: Tenderers should quote firm price. No PVC shall be accepted unless otherwise mentioned in the tender document for the items.

For items where PVC clause is mentioned in the E-tender documents, tenderer should quote strictly as per price indices according to the specified price variation formula.

7.0 Rate, Taxes and Duties:

7.1 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.

7.2 Tenderers shall clearly indicate separately ex-works basic price, packing charges, forwarding charges, the applicable percentage of Excise Duty in exact %age, 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.

7.3 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.

7.4 All other bid terms and conditions shall be as per E-Tender SOR i.e. Annexure-C.

8.0 EXCISE DUTY

8.1 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 fillup ED columns/field, tenderers are advised to refer to para 17 of Annexure-A.

8.2 All other bid terms and conditions shall be as per Annexure-B & C on the subject matter.

8.3 The tenderers should indicate in their offer whether they are registered with Excise 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 **MODVAT** will be passed on to the purchaser.

9.0 VAT / CST:

9.1 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.

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- 9.2 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.
- 9.3 Provincial or inter-state central sales tax where leviable and intended to be claimed from purchaser should be separately indicated along with the quoted price. The tenderer should quote the exact percentage of VAT that they will be charging extra.
- 9.4 All other terms and conditions shall be as per Annexure-C.

The statutory variation clause shall be governed by section 64 A of Sales of Goods Act as amended from time to time.

10.0 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 : -

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 However, in this connection it is to be made clear that for orders valuing upto Rs. 5 lakhs, no advance payment will be made and only 100% payment will be made against receipt and acceptance of the material by the consignee i.e., against Receipt Note.
- 10.5 However, in deserving cases only, 98% / 2% payment can also be considered within the framework of extant rules and procedures.

11.0 ACCEPTANCE OF TENDER

- 11.1 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.

12.0 OPTION CLAUSE:

- 12.1 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 75lakhs, 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 14.1, 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.

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13.0 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.

14.0 Agency Commission in import contracts:

- (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.

15.0 **Price preference to SSI/NSIC:**

“Price preference will be given to NSIC/KVIC/WDC units up to 15% on merit subject to their fulfilling the quality/specification criterion. The quantum of preference will be decided depending on the item and with a view to give further encouragement to SSI units to develop this item and this decision of quantum of preference will be decided in consultation with finance subject to the fact that price preference cannot be taken for granted and vendor will make attempt to bring down cost and achieve competitiveness”

16.0 **Inter se ranking**

All the offers will be evaluated as per tax regime as applicable on date of tender opening.

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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 preinspection 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.

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 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) A 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

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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.

SPECIAL CONDITIONS OF CONTRACT APPLICABLE FOR E- TENDER

1. SECURITY DEPOSIT

- 1.1 The successful tenderers shall within 14 days, after written notice of acceptance of tender has been posted to him, deposit with Divisional Cashier, North Western Railway, Hasanpur Road,

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Jaipur in cash or by furnishing a demand draft or fixed deposit receipt issued by a scheduled bank, approved by RBI, drawn in favour of FA&CAO (SAB), North Western Railway, Malviya Nagar, Jaipur as per details given below as security for satisfactory fulfillment of the contract. The Security deposit can also be made in the shape of Guarantee Bond executed by a Scheduled bank as per Annexure 6.

- 1.2 The security deposit required to be deposited by the tenderers shall be as detailed in important terms and condition No. 15 of SOR i.e. Annexure-C.
- 1.3 Firms who are not willing to submit security deposit should clearly mention this deviation in their offer itself otherwise it will be treated as agreement on firms part to railway terms and conditions in this regard. Offers of firms who are not willing to submit the security deposit are liable to be ignored, until unless specifically exempted as per extant rules.
- 1.4 When security is deposited in cash or by demand draft with Divisional Cashier, North Western Railway Hasanpura Road, Jaipur the cash receipt granted by him should be sent to the Controller of Stores, North Western Railway, Malviya Nagar, Jaipur.
- 1.5 Registered firms shall, however, furnish security deposit for orders beyond the monetary limit of registration and also for items for which they are not registered.
- 1.6 The refund of security deposit becomes due when the contract is Satisfactorily completed in accordance with terms & conditions of the contract. Purchaser's decision in this regard shall be final and Binding on the supplier. No interest shall be payable on the Security Deposit.

2.0 ADVICE OF DESPATCH OF STORES

- 2.1 The supplier should ensure that Railway receipts /PW B under which the material is booked to a Railway consignee are prepared in the favour of 'consignee' and not 'self failing' which they will be required to take the delivery themselves and deliver the consignment to the consignee. When suppliers submit the original RR/ PW B along with other documents to paying authority for claiming advance payment. a photocopy of RR/ PWB should be sent simultaneously to consignee.
- 2.2 All dispatch documents i.e. RR/ PWB, Challan, Inspection certificate etc. should be sent to the consignee and copies of advice of dispatch must also be sent to the Controller of Stores, North Western Railway, Hassanpura Road, Jaipur.
- 2.3 The contractor shall submit monthly report concerning the progress of the contract and/or supply of stores to the Purchaser and Consignee. The submission and acceptance of such reports shall not prejudice the rights of the purchaser in any manner.

3. EXCISE DUTY

- 3.1 Any change in excise duty up ward / down ward as a result of any statutory variation in excise duty taking place with in contract period shall be allowed as per contract provisions, to the extent of quantum of excise duty actually paid by the supplier. Similarly in case of down ward revision in excise duty, the actual quantum of reduction of excise duty shall be passed on to the purchaser by the supplier. All such adjustments shall include all relief, exemptions, rebates, concession etc., if any, obtained by the supplier.
- 3.2 Unless otherwise specifically agreed to in terms of the contract, the purchaser shall not be liable for any claim on account of fresh imposition and or increase of excise duty, customs duty and sales tax on raw materials and/or components used directly in the Manufacture of the contracted stores taking place during the pendency of the contract.
- 3.3 Reimbursement of Excise Duty :- The reimbursement of Excise duty claimed by the firm as extra over the quoted rate shall be made to the extent it is legally livable and amount of reimbursement would be limited to actual subject to the same being supported by documentary evidence.

4. ALTERATION OF SPECIFICATIONS, PATTERNS AND DRAWINGS

The purchaser reserves the right to alter from time to time, the specifications, patterns and drawings and from the date that may be specified by him the articles shall be, in accordance with the specifications, patterns and drawings, so altered. In the event of any such alteration involving an increase or decrease in the cost or in the period required for production, a revision of the contract

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price and of the time fixed for delivery shall be made in relation to the articles the subject of the alterations. The decision of the purchaser on the question, whether the alteration involves an increase or decrease in the cost or in the period required for production shall be final and conclusive.

5.0 PAYMENTS

5.1 Suppliers are requested in their own interest to observe the following instructions to avoid delay in payment of their bills for materials supplied for stock purposes and dispatched to the Depots mentioned in contract :

- (i) Receipt note sent to the supplier in token of receipt of the material should be attached with the bill to be prepared in ink on prescribed form (detailed in para 5.7 below) and submitted in duplicate to the Financial Adviser and Chief Accounts Officer, Stores Accounts Branch, North Western Railway, HassanPura Road, Jaipur.
- (ii) Where the condition of advance payment on proof of dispatch is accepted and specified in the Purchase Order the suppliers will submit advance payment bill (in duplicate) supported with challan, inspection certificate, proof of dispatch / delivery etc. as per terms of the contract to the FA&CAO / Stores Account Branch, Hassan Pura Road, Jaipur, endorsing a copy of the forwarding letter to the Controller of Stores as well as to the Consignee. The bills for balance payment should be submitted in the manner as indicated at (i) above for payment .

5.2 For materials supplied against orders placed for direct dispatch to the consignee on the Railway on non-stock basis i.e. other than those cases mentioned in clause 5.1 above, the supplying firm will prepare their 100% payment bills in duplicate, in ink on prescribed forms and submit the same as under :-

- (i) One copy of the bill marked, " ORIGINAL" with all dispatch documents as per terms of contract directly to the consignee.
- (ii) Another copy of bill marked "DUPLICATE NOT FOR PAYMENT "to the Controlling Officer of the consignee mentioned in the Supply Order.
- (ii i) Where the condition of advance payment on proof of dispatch is accepted and specified in the Direct Dispatch order, the suppliers will submit advance payment bill (in duplicate) along with the documents as per para 5.1(ii) above to the Accounts Officer of the consignee indicated in contract . ORIGINAL copy of the balance payment bill should be sent to the consignee and " DUPLICATE NOT FOR PAYMENT "copy to Controlling Officer of the consignee as Specified in such Supply Order.

5.3 The Supplier is also required to furnish the following certificate on their bill for advance payment .

"We have personally examined and verified and do hereby certify that stores in respect of which payment is being claimed have been actually dispatched under RR/ PWB no. dt. and further that these goods are the exact materials as indicated in challan no. dt. and covered by inspection certificate no. dt. We also certify that the above referred challan, RR/ PW B and inspection certificate have been sent to consignee by Regd. Post / Speed Post on We shall hold ourselves personally responsible for correctness of this statement . "

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- 5.4 The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with excise authorities for availing MODVAT / CENVAT Credit : -
"We certify that no additional duty set offs on the stores supplied by us, have accrued under the MODVAT / CENVAT scheme in force on the date of supply, after we submitted quotations and submitted the present bill. "
- 5.5 The firm should submit their bills only for the supplies made by them during the scheduled delivery period or as extended from time to time. For supplies made after expiry of scheduled delivery period, firms should first obtain necessary extension of delivery period from the competent authority before submission of their bills.
- 5.6 In case the bill is submitted to FA&CAO (SAB) supported by amendment to purchase order extending delivery period reserving Railways right to impose liquidated damages, the payment of bill would be released deducting full liquidated damages (LD) @ 2% of the value of delayed stores for delay of every one month or part thereof , however upper limit of recovery of in supply contract will be 10% (Ten Percent of value of delayed supplies) irrespective of delays, unless other wise provided specifically in the contract .
- 5.7 Following Points may also be observed by the suppliers while submitting the bills for payment : -
- (a) Consignee's name and Order reference should be given on the bill as well as in all correspondence in connection there with for facilitation of connecting the relevant papers and arranging early payment .
 - (b) The firms are advised that bills for payment should only be submitted for the amounts permitted on the Purchase Orders and in case further amounts are claimed, an amendment should be obtained from the Controller of Stores, North Western Railway, Malviya Nagar ,Jaipur before bills are submitted.
 - (c) All Bills should be submitted in forms S-2817 in duplicate, marked ' Original' and ' Duplicate' . These bill forms can be had from the office of Controller of Stores , North Western Railway, Malviya Nagar, Jaipur on payment @ R s. 60/- per book containing 100 forms each in cash to the Divl. Cashier , North Western Railway, Hassanpura Road, Jaipur or through Crossed Demand Draft in favour of the FA&CAO (SAB) , North Western Railway, Malviya Nagar, Jaipur.
 - (d) The nomenclature of the material supplied shown in the bills should be strictly in accordance with description given in the Purchase Order .
 - (e) The Bills should be signed and pre - receipted with revenue stamp. All corrections should be attested. Fluid should not be used on Bill at all.
 - (f) Rate and Quantity should be mentioned both in figures and words.
 - (g) Status / category of Bill should be mentioned i. e. whether Advance/ Balance / 100% / PVC et c.
 - (h) All Columns of Bill should be properly filled i. e. Vendor Code, Bank Account No. and Branch, Purchase Order No. / Contract No. , Date, PL No. etc .
 - (i) Wherever PVC is applicable, basis of PVC may be given, with relevant documents.
 - (k) Copy of Amendment letter issued by Stores Department , if any be enclosed.
 - (l) Transport Receipt / Challan for freight charges should be enclosed a long with the bills.
 - (m) In case of Advance Payment , following documents should also be enclosed a long with the bills : -
 - (i) Receipt Delivery Challan Duly signed and stamped by Gazetted Officer/ Clear Railway Receipt .
 - (ii) Original Inspection Certificate.
 - (iii) Excise Invoice (original - f or buyer) wherever Applicable.
 - (iv) MODVAT / CENVAT declaration.
 - (v) VAT declaration
 - (n) In case of 100% and Balance Bills , the following documents be enclosed along with the bills: -
 - (i) Receipt Note Part - II
 - (ii) ED gate pass wherever applicable.

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(o) All other relevant documents as per Contract provisions.

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ANNEXURE - 1
(Please see clause 1.4 of
Instructions to Tenderers)

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'.

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ANNEXURE - 2

(Please see clause 2.1.1(a)
of
Instructions to Tenderers)

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,CST & FOR terms	Date of completion of delivery as per contract	Actual date of completion of delivery	Reasons for late delivery If any.
---	---------------------------------	--------------------------------------	---	---	---

Seal of Tenderer

Signature and

E-TENDER DOCUMENTS OF NWR-ANNEXURE B

ANNEXURE - 3
(Please see clause 2.1.1(b)
of
Instructions to Tenderers)

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. **Date of Opening**.....**Time**.....**Hours**
Name 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

ANNEXURE - 4
(Please see clause 3.4 of
Instructions to Tenderers)

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

Ref..... Date

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Bank Guarantee

No.....

To

**The PRESIDENT OF INDIA,
Acting through the Controller of Stores,
North Western Railway,
Malviya Nagar,
JAIPUR**

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

.....

.....

.....

E-TENDER DOCUMENTS OF NWR-ANNEXURE B

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, North Western Railway,
Malviya Nagar, Jaipur, INDIA the amount
of.....

.....in words & figures, to
the said Controller of Stores North Western Railway, Malviya Nagar, Jaipur, 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)

150 days and ** 120 days for tenders of Machinery & Plant.

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ANNEXURE - 5
(Please see clause 2.7 of
Instructions to Tenderers)

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....Dated.....
To

**The PRESIDENT OF INDIA,
Acting through the Controller of Stores,
North Western Railway,
Malviya Nagar
JAIPUR**

Dear Sir,

Subject : C.O.S./N.W.Rly./Jaipur's Tender

No.....

We..... an established and
reputed

manufacturer ofhaving 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.

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ANNEXURE - 6
(Please see clause 1.1 of
Special Conditions of Contract)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref..... Dated.....

Bank Guarantee No.....

To

**The PRESIDENT OF INDIA,
Acting through the Controller of Stores,
North Western Railway,
Malviya Nagar,
JAIPUR**

1. Against contract concluded by the Advance Acceptance of the Tender No..... dated.....covering supply of..... (hereinafter called the said contract entered into between the President of India and.....(hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we,Bank Ltd., are holding in trust in favour of the President of India, the amount of (write the sum here in words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by

reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract an/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

2. We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.....

(viz. the date upto 3 months after the date of the last dispatch / delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us.....

.....Bank Ltd.),

notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....Bank/Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that weBank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India.)

4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or 'Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payments so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

3. We.....Bank Ltd., further agree that the President of India

(Govt. of India) acting through either COS/NWR or FA&CAO/NW R shall have the

E-TENDER DOCUMENTS OF NWR-ANNEXURE B

fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercise able by the President of India (Govt. of India) against the said Contract and to forbear or enforce any of the terms and conditions relating to the said contract and weBank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any for-bearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor, or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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

Date

Signature.....

Place Printed
Name.....

Witness.....

.....

Designation

.....
(Bank's common seal)

E-TENDER DOCUMENTS OF NWR-ANNEXURE B

Annexure 7

PROFORMA FOR WARRANTY GUARANTEE BOND

To:
The President of India
Acting through
The Controller of Stores,
North Western Railway
Jaipur.

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 vide Bill of Lading No. ~~Vessel~~ 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

E-TENDER DOCUMENTS OF NWR-ANNEXURE B

From: M/s.

Date:

To:

FA & CAO/WST
North Western Railway
Jaipur

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
Stamp and address

Enclose a copy of crossed cheque

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 (Para 3 of 'Instructions to tenderers') Yes/No.
4. Have you furnished the performance statement (Para 2.1.1(a) of 'Instructions to tenderers' and Annexure 2) Yes/No.
5. Have you submitted the Banker's report (Para 2.1.(b) of 'Instructions to tenderers') Yes/No.
6. Have you furnished the details of equipment / quality control (para 2.1.1(b) of 'Instructions to tenderers' and Annexure-3) Yes/No.
7. Have you furnished the statement of deviations (preferably nil) (Para 1.4 of 'Instructions to tenderers' and Annexure 6) Yes/No.
8. Have you quoted price on the basis of free delivery to Destination, indicating break up (Para 6.1 of 'Instructions to tenderers.') 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 Authorizing the signatory to submit offer and commit on behalf of tenderers (Para 6.6 (d) of 'Instructions to tenderers') Yes/No.

**Signature & seal of
Manufacturer / Tenderer**