

## E-TENDER DOCUMENTS OF NWR - ANNEXURE-C

### ELECTRONIC TENDER SOR

Tender No.

Due on:

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On behalf of the President of India, the Controller of Stores, North Western Railway, Jawahar Circle, Malviya Nagar, Jaipur-302017 (hereinafter referred to as the Purchaser), invites Electronic tenders for the supply as set forth in the "Electronic Tender Schedule of Requirements for the respective E-tenders on IREPS site". You are advised to refer to IREPS site for further details of Electronic Tender Schedule of Requirements.

For COS/NWR/JAIPUR

#### **Important Terms & Conditions of Electronic Tender SOR:**

- NB: i) Tenderers are advised to go through all the conditions mentioned at S.No 1 to 25 below, all IRS conditions of Contract, conditions specified in instructions for submitting E-bids (Annexure-A), instructions to tenderers for E-tender (Annexure-B) and in this Annexure-C, Special conditions of tender & technical specification of tendered item, carefully before submitting their offer.
- ii) In case if there is any conflict between the conditions mentioned in the Electronic Tender SOR under Important Terms & Conditions of Electronic Tender SOR as below and conditions as given in this tender i.e. Annexure-A & B, then the conditions as given in Electronic Tender SOR i.e. Annexure-C will prevail upon.
1. **SPECIAL CONDITION IN TENDERS WITH PRICE VARIATION CLAUSE:** tenderers to quote variable prices for this item as per Price Variation Formula given below:  
**(Please refer to specific tender for PVC formula, base price and base date. In case no PVC formula is mentioned in the tender document, the firm shall quote a fixed price and in such cases offers with variable price shall be summarily rejected.)**
- 2.0 **ELIGIBILITY CRITERIA AND QUALIFYING REQUIREMENTS OF TENDERERS**
- 2.1 If a tenderers is not registered with North Western Railway or is not an approved source for the tendered item with North Western Railway / Railways production units/ CORE/ RDSO, he shall provide a 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;

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- 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.

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.

2.2 The tenderer shall clearly indicate whether he is registered with COS, North Western Railway for the quoted item and if so he must quote the registration number alongwith monetary limit, if any. If the tenderer is registered with NSIC he must enclose a photocopy of valid NSIC certificate showing monetary limit and the items for which registered. In case the tenderer is approved by RDSO/Production Units / CORE for the 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 firm, if firm is considered unapproved.

### **2.3 For items reserved for procurement from approved sources:**

2.3.1 In case item is reserved to be procured from RDSO/Production Units / CORE approved sources, then

2.3.2 A As per the policy of procurement, bulk purchase will be made only from those firms who have been approved by RDSO for such ordering i.e. as Part-I or regular approved sources (eligible for bulk/regular orders) either before or on the date of tender opening, to manufacture and supply the item. The tenderers are to enclose copies of such approval letters along with their offers. The status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of downgrading/removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers. Ordering on firms approved by RDSO as part-II approved source (Developmental source,) with competitive price ranking can be considered beyond 15% in case that source has successfully executed a larger quantity order in the same Railway unit or other Railway Units/PU's in the preceding three years. Successful executions will be signified by both quantitative and qualitative performance. Upper limit of quantity to be ordered on such a source will not exceed 25% of the net procurable quantity in a given procurement case with another

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5% on new source in deserving cases with strict compliance of extant procedure on such educational ordering. Also in cases where there is more than one Part-II source within the zone of consideration on the basis of competitive price ranking with satisfactory past performance on any Railway/Production Unit, then in such cases each part-II source can be considered for ordering in the same manner as indicated above. However the aggregate quantity to be ordered on all Part-II approved vendors taken together, however, will not exceed 25% of the net procurable quantity, in a given procurement case. In case however where there is no Part-I RDSO approved source for the tendered item and as per list of RDSO approved sources, sources exist in Part-II category only, Railways reserves the right to consider the offer of Part-II source for bulk quantity.

All Part -II approved tenderers (sources approved for developmental order) must submit attested photocopies of the P.O's, inspection certificates and receipt notes/certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over the preceding three years by any Zonal Railway/Railways Production Unit/North Western Railways. Such tenderers are to note that non-submission of such documents shall be taken as their not having such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them.

If the tendering firm(s) is not approved by RDSO, then it must submit their credential details i.e. Machinery and Plant, Testing Facilities, QAP, Technical Manpower, etc. In deserving cases, the offers from new suppliers may be considered for educational orders (to the extent of 5% of procurable quantity) only after confirmation of their capacities/capabilities by RDSO. Failure to furnish requisite credentials as mentioned above will make their offer liable to be ignored.

OR

2.3.2B As per the policy of procurement, bulk purchase will be made only from those firms who have been approved by ICF/RCF/CLW/CORE for such ordering i.e. as Part-I or regular approved sources (eligible for bulk/regular orders) either before or on the date of tender opening, to manufacture and supply the item. The tenderers are to enclose copies of such approval letters along with their offers. The status of the firm will be reckoned as on the date of tender opening and not thereafter. But, in case of downgrading/removal/suspension/banning etc. after opening of tender, such changes shall be taken into account while considering the offers.

### 3A **Type of contract & Delivery Schedule:**

(I) The tenderer should note that as contract shall 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 Para 1 of Electronic Tender SOR as above. It shall 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

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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.

OR

3B **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.

#### 4. **EVALUATION CRITERIA OF OFFERS/CRITERIA FOR INTER-SE RANKING OF OFFERS:**

(i) Tenders may note that for evaluating the offers to decide inter-se position of the bidders, in case of multi item or single item with multi consignee, the inter-se ranking would be decided item wise and consignee wise as per the total unit rate (i.e. all inclusive rate per unit.)

Normally NW Railway will prefer to take delivery of materials at the place of respective consignee as specified in bid conditions. However in exceptional circumstances NW Railway may consider delivery of materials at other consignees also as per the merit of the case.

(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, which is applicable as per latest taxation laws/ regulation/ notification ( including the taxation laws ( amendment ) Act.2007 ( 16 of 2007 ) and gazette notification dated 29/03/07 issued in this regard ). The firms should also submit a scanned copy of documentary evidence along with their e-bid for claiming VAT/Sales Tax/ Trade Tax of the State in which the firm is situated. In case, if any firm fails to quote the exact percentage of VAT/ Trade Tax/ Sales Tax as per latest taxation laws, then the system shall take nil value into accounting to calculate FOR/destination accordingly for the purpose of arriving at inter-se ranking of that offer.

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- (iv) It shall be the responsibility of the tenderer to ascertain whether any entry tax is payable on commodity quoted as per the Rajasthan Tax on Entry of Goods into Local Areas Act 1999. 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.

**Vendors should enter in „Other Charges" field exact calculated lump sum charges per unit of entry tax or any other charges for which no specific field is available in the financial offer form. In cases, more than one such charges is payable, total other charges per unit should be calculated and entered in the field "Other Charges". Break up of such charges can be shown in the remarks field. Any entry made by the tenderer outside the relevant field shall not be considered while deciding the inter se ranking of the offers; irrespective of the fact whether the tenderer has mentioned specific rates or otherwise at some other place in its offer.**

**In cases Entry Tax/Other charges calculation differ from actual payable, inter se ranking shall be decided as per charges entered by the firm in the "Other Charges" field of financial offer form. However payment will be made as per actual or as entered in the "Other Charges" field whichever is lower; subject to submission of documentary evidence.**

**The Important Note of Para 9.0 of E-Tender Document of Annexure „A" will prevail and the comparative statement generated by the system will be the basis for evaluation of offers.**

- (v) There is no provision for quoting concessional ED rate linked with the turn over. Tenderer shall quote exact %age, 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. In case of multi items or single item with multi consignee, the inter se ranking of offers will be decided separately for the individual item and for each consignee.
- (viii) Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any grounds whatsoever.
- (ix) The price should be quoted only in Indian Rupees. The offers submitted in other currencies shall not be considered.

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- x) 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.

### 5. VAT CONDITIONS:

- (i) The Tenderer shall quote the exact percentage of VAT that they will be charging extra in their e-bids on final 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) 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".
- (iv) 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". (v) 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 (4) 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.

### 6. 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.

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- (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.
7. Increase or Decrease of Quantity: - 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.
8. Tenderers are called upon to carefully examine the locations of various consignees situated in different states and admissibility or otherwise of exemptions offered by the respective State Governments / Local Authorities on interstate Transportation / import of Goods from other states (e.g. Entry Tax / Octroi / Sales Tax etc.) before submitting their offer. It may be reiterated that the total landed cost of goods offered shall, in no case, exceed the sum of various constituents of rates quoted in their original offer.
9. Purchaser reserves the right to discharge a tender, accept the tender for a part or whole of the quantity without assigning any reasons whatsoever.

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10. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Purchaser reserve the right to place order on one or more firms with the exclusion of rest without assigning any reasons thereof. Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected, in case cartel formation is suspected, Railways, however, reserves the right to order on one or more firms for any quantity without assigning any reason thereof. The firms who quote in cartel are warned that their names are likely to be deleted from the list of approved sources.
11. 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.
12. Offers against this tender will be entertained only from those firms who have either purchased the tender documents in their own name on payment of specified charges or to whom the tender documents have been sent by this office and also the firms who have downloaded all tender documents form NWR's website and submitted the cost of tender documents along with their offer (duly enclosing all tender documents which they have downloaded form website). Offer of such firms not complying with this condition are liable to be ignored. In this regard, it may however be noted that as per extant policy directives, the firms registered with NSIC for the tendered item are exempted form depositing the cost towards tender documents, however such NSIC registered firms (i.e. registered for the tendered item) must INVARIABLY attach the documents in regard to their registration with NSIC for the tendered item who wants to submit their offer without deposition of cost of tender documents, failing which the offers of such NSIC approved firm's are liable to be passed over in view of non deposition of cost of tender documents without any further reference to them.
13. ECS/EFT Payments –
  - (i) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT.
  - (ii) Tenderer to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank name, Branch Name & Address, Account type, Bank A/c No. and Bank & 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 mentioned in Para ii above).
  - (iv) In case of non-payment through ECS/EFT or where ECS/EFT facility in not available, payment will be released through cheque.

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### 14. SPECIAL CONDITIONS IN REGARD TO EARNEST MONEY:

Regarding EMD the tenderer should comply the following instructions.

(a) The Earnest Money Deposit (EMD) shall be deposited by all tenderers quoting against advertised tenders subject to following exemptions:

(i) Vendors registered with NSIC upto the monetary limit of their registration for the items tendered.

ii) Vendors registered with Railways upto the monetary limit of their registration for the items tendered/trade groups of the items tendered.

iii) Vendors on approved list of RDSO/PUs/NWR/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, NWR, 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.

b) 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 lacs for tenders valuing upto Rs.10 crores and

ii) Rs. 10 lacs 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.

i) For tenders value upto Rs.10 crores 2% of the estimated tender value subject to a ceiling of Rs.10 Lacs.

ii) For tenders valued above Rs.10 crores 2% of the estimated tender value subject to a ceiling of Rs.20 Lacs.

c) EMD should remain valid for a period of 45 days beyond the final bid validity period.

d) All efforts will be made to return the EMD of unsuccessful bidder within 30 days after finalization of tender. However no interest will be paid on account of any delay. For successful bidder EMD will be refunded on receipt of the Security Money.

e) In case if there is any conflict between the provisions in regard to EMD given in Para 3 of instruction to tenderers or any where else in the tender documents on one hand, and the provisions given in Special Condition of Electronic Tender SOR in regard to Earnest Money (as mentioned above) on the other, then the provisions given in Special Conditions in regard to Earnest Money (as mentioned above) will hold good.

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### 15. 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 rupees fifteen lakhs.

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 registered with NSIC upto the monetary limit of their registration for the items ordered.

--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/NWR/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, NWR, 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 lakh for contract valuing upto Rs.10 crores and Rs.20 lakh 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 in Para 1.0 of Special conditions of contracts or any where else in the tender documents on one hand, and the provisions given in Special Conditions in SOR in regard to Security Deposit (as mentioned above) on the other, then the provisions given in Special Condition in regard to Security Deposit (as mentioned above) will hold good.

16. Bank Guarantees (BGs) to be submitted by suppliers/ contractor should be sent directly to the concerned Railway authorities by the issuing bank under registered post AD.

17. **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 30 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

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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 NWR 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 NWR.

- 18. 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/NWR 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/NWR both by E-mail & fax (or through Speed post where E-mail/fax is not available).
- 19. Dispatches by road:**
- 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 NWR) 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 NWR 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.
- 20. Intimation regarding dispatches of material:**

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

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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.

### 21. **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/NWR 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 NWR.

ii) In addition, the supplier shall have to intimate in writing their next two months programme 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/NWR both by E-mail & fax (or through Speed post where E-mail/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 NWR.

### 22. **Production capacity & past performance:**

i) The tenderer should indicate their total monthly / annual production capacity of the tendered /similar items duly indicating the number of purchase orders (as received from government unit /PSU/Zonal Railways etc.) pending with them for tendered or similar item (i.e. which are yet to be executed by them).

ii) The tenderer should also furnish full details of such pending order (i.e. for tendered or similar items as received from PSU /other government units / zonal Railway with their offer i.e. PO number, brief description of item, order quantity, contractual delivery period, value of purchase order, quantity supplied and quantity due etc. iii) The tenderer should also furnish detailed information with respect to their past performance as per instructions to tenderers i.e. Annexure-B.

### 23. **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 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.”

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### 24 **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 NWR and thereafter no change in those parameters will be accepted/permitted by NWR.

### 25

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.