

**CHITTARANJAN LOCOMOTIVE WORKS  
OFFICE OF THE CONTROLLER OF STORES**

At & P.O- CHITTARANJAN, Distt –BURDWAN  
PIN-713331(W.B)

Or

Hindustan Building (First floor), 4, Chittaranjan Avenue,  
Kolkata- 700072

Advertised/Global / Special Limited Tender No. ....

Due at ..... HRS on .....

for supply of .....

Messrs .....

.....

.....

Please find enclosed herewith a set of tender documents to enable you to participate in our subject tender referred above. You are requested to kindly go through the instructions to the tenderers, special conditions of contract indicated herein. Indian Railways Standard Conditions of Supply Contract will be applicable in all our contracts. You are requested to submit your offer in time in duplicate, in a sealed cover on prescribed tenders schedule together with relevant documents completed in all respects, requisite Earnest Money, tender cost (Fee) etc called for herein, **to the Tender issuing Office**. Relevant Pages of the Bid document explaining the terms & conditions should be returned duly signed in token of acceptance of the same. Please do not forget to superscribe legibly Tender No. and due date on the sealed envelope /cover.

**CONTROLLER OF STORES**

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## **IMPORTANT**

### **1. How to prepare the offers :**

- i) Offer should be completed on prescribed tender schedule in all respect according to instruction to tenderer general & special conditions of contract as published in this Bid Documents.
- ii) Offer should be completed along with all relevant documents, earnest money and other documents called for.
- iii) Relevant pages of Bid documents explaining the terms & conditions should be returned duly signed in token of acceptance of the conditions.

### **2. How to submit the offers :**

- i) In sealed envelope, in duplicate to the Tender issuing Authority before the time and date.
- ii) Superscribe Tender No. & due date on the envelope.

### **3. What points are to be kept in mind to prepare offer :**

- i) Offer should be quoted completely based on specification/drawing.
- ii) It should be prepared properly and completely, as no further correspondence between tenderer and purchaser is solicited after opening of the tenders.

### **4.. Where to submit the Offers:**

- i) **In Chittaranjan Office** : Tender Box is located in the office of Controller of Stores / CLW / CRJ, Administrative Building Annex, Chittaranjan-713331(W.B), India.
- ii) **In Kolkata Office:-** Tender Box is located in the office of Controller of Stores / CLW / KOL, Hindustan Building (First floor), 4, Chittaranjan Avenue, Kolkata- 700072, India.

### **CHECK LIST FOR INDIGENOUS OFFERS**

<b>Sl. No.</b>	<b>Items to be checked</b>	<b>Remarks</b>
1.	Have you signed on each page of the tender documents as a token of acceptance of terms & conditions?	Yes/No
2.	Have you indicated the correct specification and drawings in your tender documents?	Yes/No
3.	Have you written the rate both in words and figures?	Yes/No
4.	Have you correctly filled up the schedule of requirement-cum-price schedule for Indigenous Offer Form?	Yes/No
5.	Have you deposited earnest money? And if you are exempted from depositing the same, have you enclosed the necessary certificate in this regard?	Yes/No
6.	Have you enclosed the current ISO Certificate, if you're an ISO certified company?	Yes/No
7.	Have you super-scribed the tender No., due date on the envelop?	Yes/No
8.	Have you filled up the proforma to be submitted for performance statement?	Yes/No
9.	Have you furnished the proformas for Machinery & Plant, Quality Control, details of manpower, Bank Guarantee towards Earnest Money, proof of adequate financial stability?	Yes/No
10.	Have you submitted the parawise comments on the Specification, if required?	Yes/No
11.	Have you submitted the statement of deviation with respect of tender terms & conditions, if any, correctly?	Yes/No
12.	Have you submitted the name of your Bank, Bank current account No. & Bank code No.?	Yes/No

## INSTRUCTION TO TENDERERS

On behalf of the President of India, the Controller of Stores, Chittaranjan Locomotive Works, invites bids from reputed/ established manufacturers or their Authorised Agents (with tender specific authorization from their principal) for the supply of items as set forth in the "Schedule of Requirement".

The Stores tenders published by the Controller Of Stores, Chittaranjan Locomotive Works are published under Stores Tenders of CLW, Internet site- [www.clwtenders.com](http://www.clwtenders.com) & [www.clwtenders.gov.in](http://www.clwtenders.gov.in). This site also permits downloading of the tender documents. The intending tenderers may visit this site and download the tender document. While submitting the Tender documents, they should attach a Demand Draft drawn on a nationalized bank in favour of " FA&CAO/CLW", payable at Chittaranjan/ Cash Receipt , towards the cost of the tender document. If the tenderer is eligible for free Tender Schedule, eligibility proof such as NSIC certificate should be enclosed along with the Tender.

### 1. Submission of Offers and Filling of Tender:

a. This tender should be duly filled in (in the enclosed Offer Form and Tender Schedule), duly signed at relevant places and submitted in a sealed cover in duplicate before the time and date addressed to the Tender Issuing Authority viz. The Controller of Stores, Chittaranjan Locomotive Works, At & P.O- Chittaranjan, Dist- Burdwan, PIN-713331(W.B) or The Controller of Stores, Chittaranjan Locomotive Works, Hindustan Building (First floor), 4, Chittaranjan Avenue, Kolkata- 700072, who ever has issued the Tender, superscribed with the following words:-

"Tender No..... Due date of opening ..... Opening time ....."

b. Tender form is not transferable and the tender should be submitted by the party in whose favour the same has been issued or sold. The tender cost is not refundable.

c. Tenderers, other than those submitting their offers in downloaded tender documents, should quote in the prescribed form, duly filled in and signed, accompanied with the signed Tender documents. Tenderers, falling in this category, may also quote in their own letter-head, accompanied with signed tender documents. For such offers without signed tender documents, the Railways reserve their right to ignore the same. However, these may be considered on merits in deserving cases. In the event of placement of orders on such Tenderers, they shall have to sign the Tender documents (sent by the Railways or subsequently on payment) as token of acceptance of General and Special Conditions of Tender and IRS Conditions of Contract, before placement of orders on them. **The bidders shall indicate his acceptance or otherwise against each clause with full justifications. The purchaser, however, reserves the right to accept or reject those deviations and his decision thereon shall be final.**

d. Offer form, tender schedule and firm's letter head (if used) must be duly signed by the tenderer on each page.

e. Even if not able to quote, Tenderers are requested to return this tender without fail, by the due date duly signed with the words "NO QUOTATIONS" written across the face of it.

f. The Tenderers should avoid over writings and corrections. However if such corrections and over writings become inescapable, these are to be properly and legibly corrected. Offers with correction/ over writing should be properly attested by the Tenderer at every correction.

g. The rates quoted should be written both in words and figures. The unit of rates should be in metric system and as per tendered specification/schedule. In case of difference between words and figures, the rate in words will prevail. However this does not preclude the Railways for availing themselves of the lower rates of the two.

h. Tenderers are requested to go through the IRS Conditions of Contract, Special Tender Conditions, Instructions to Tenderers & General Conditions of Contract carefully and note that, by submitting the tender documents, duly signed, they have accepted these conditions and undertake to abide by these conditions. The contract shall be governed by the Laws of India.

i. Tenderer should clearly mention name of their bank, current A/c. No. and Bank Code No. along with their offer to facilitate payment through Electronic Clearing Systems (ECS).

j. No assistance will be given to the successful Tenderers in obtaining any, raw material.

## 2. Drawings and Specifications:

2.1. Unless Drawings and Specifications as mentioned in the tender schedule/enquiry/offer form are provided with the tender documents or made available in CLW's website for downloading by the tenderers, these may be obtained in the manner shown below:

Specification/STR/Drawing of BIS/ RDSO/ICF/DLW/ CLW/ CORE etc may be obtained from the concerned authority who have issued these, on payment. The main Authorities for issuing such Drawing/ Specifications are as below:-

### 2.1.1. B.I.S. Specification :

The Director General  
Bureau of Indian Standards  
Manak Bhawan  
9, Bahadur Shah Zafar Marg,  
New Delhi - 110 001, India

### 2.2.2. IRS Specifications / Drawing :

Director General  
Research Designs & Standards Organization  
Manak Nagar  
Lucknow - 226 001, India

### 2.2.3. Other Specification/Drawings issued by CLW:

General Manager (Designs)  
Chittaranjan Locomotive Works,  
Chittaranjan - 713 331 (West Bengal), India

2.3. However, in these cases, the tenderers shall have to:-

(a) Produce the documentary evidence for having paid the cost of tender documents by them unless they are provided with these documents free of cost because of their entitlement / eligibility. In the later case, the tenderer will have to produce documentary evidence that they have been provided with free tender documents.

(b) For such tenderers who download the tender documents, they have to produce the proof of such download while asking for such drawings and specifications.

2.4. The goods offered should be in accordance with the drawing and specification stipulated in "Schedule of requirement". The Specifications should be understood to be the current editions of the respective specifications mentioned herein, current at the time of tendering inclusive of all Corrigenda and Addenda up-to-date. Statement of variations / deviations from drawings and specifications, if any, should be clearly indicated. If any tenderer happen to quote with their own Drawing No / Part No / Specification, then, they shall have to, necessarily, submit all the requisite documents and information in support of their offer being to be in

conformity with the tender Drawing / Specification. Furthermore, copies of such drawings / specifications / catalogue are also to be enclosed, failing which the offer will be liable to be rejected.

2.5. For different tests stipulated in drawings/specifications, bidders should clearly indicate that all tests will be carried out by them or through authorised test laboratories as approved by CLW and confirm that necessary test certificates will be provided by them. Details of Inspection facilities available with them – in house and QAP followed by them should be submitted along with their offer.

### **3. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:**

#### **3.1. EARNEST MONEY DEPOSIT: FOR OPEN TENDERS:**

3.1.1. Earnest Money may not be taken from other Railways, Govt. Departments, SSI units registered by NSIC, manufacturers and their authorized agents and firms borne on the list of the approved sources of Railway/ RDSO/DLW /CLW/ICF/RCF/CORE, etc.

3.1.2. In this connection, it may be noted that such waiver of Earnest Money in favour of SSI Units registered with NSIC and firms registered with the Railways may be considered in respect of items/Trade Groups for which, the tenderer is registered with the Railways/NSIC and upto a value equal to monetary limit of such registration.

3.1.3. **The amount of EMD to be taken in Advertised tenders wherever applicable, will be 2% of the estimated tender value subject to an upper limit of**

***a) Rs.5 Lakh for tenders valuing upto Rs. 10 Crores and***

***b) Rs.10 Lakhs for tenders valuing above Rs.10 Crores.***

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

3.1.4. Tenderers seeking waiver of/exemption from payment of Earnest Money shall have to submit requisite documentary evidence in support of their claim. **For the other tenderers, Earnest Money as stipulated in the Notice for Invitation of Tenders (NIT) will have to be paid.**

3.1.5. Tenderers other than those who are exempt from paying Earnest Money or in whose favour Earnest Money Payment may be waived as detailed in the preceding paragraphs shall be required to give Earnest Money failing which, their offers shall be liable to be ignored.

3.1.6. Forfeiture of Earnest Money:

When the tenderers undertake to keep the offers valid for a particular period but if the offer is withdraw or revised within the validity period, the Administration gets the right to forfeit the Earnest Money Deposit.

#### **3.2 SECURITY DEPOSIT:**

Please note the following conditions of **IRS Conditions of Contract:**

3.2.1. **Para 0501:** Unless otherwise agreed between the Purchaser and the contractor, the contractor shall, within 14 days of written notice of acceptance of the tender has been posted to the contractor, deposit with the Railway concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the stores detailed in the contract for which, the tender has been accepted, subject to **upper ceiling of Rs.10 Lakhs for contracts valuing upto Rs.10 Crores & Rs. 20 Lakhs for contract valuing above Rs. 10 Crores.**

3.2.2. **SAFETY ITEMS:** The Security Deposit (SD)/Performance Guarantee shall be taken from all firms for contracts for all Safety Items placed against Advertised Tenders and Global Tenders. No exemptions are available for firms registered with NSIC or borne in the approved list of RDSO, CORE or production Units.

3.2.3. **OTHER THAN SAFETY ITEMS:** The Security Deposit (SD) shall be taken from all firms for contracts for items other than safety items placed against Advertised Tenders and Global Tenders subject to following exemptions:

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

b) 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/CORE/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.

c) Tenderers seeking waiver of Security Deposit on this ground shall have to submit requisite documentary evidence.

**3.2.4** The usual security deposit, shall, however be taken in the case the contracts are placed on unregistered/unapproved firms or for items for which a particular firm is not registered/approved.

**3.2.5 Security Deposit should remain valid for a minimum period of 60 days beyond the date of completion of all the contractual obligations of the supplier.**

**3.2.6. Para 0502:** If the contractor, having been called upon by the Purchaser to furnish security fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser:-

a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the purchaser or the Government or any person contracting through the Purchaser or otherwise however, or

b) to cancel the contract or any part thereof and to purchase or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provisions of Clauses 0702 shall apply as far as applicable.

**3.2.7. Para 0503:** No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.

**3.2.8. Para 0504:** The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the security deposit at its original limit by making further deposits, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.

**3.2.9.** The Earnest Money and Security Deposit is to be paid in any of the manner prescribed below:-

1. Government securities at 5 percent below the market value.
2. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds of the State Bank of India or any of the Nationalized Bank. Bank Guarantees (BGs) to be submitted by the supplier/ Contractors should be sent directly to the concerned authorities by the issuing bank under Registered post, AD. However an attested photo Copy of the same should be enclosed by the tenderer along with their offer.
3. Deposit Receipts, Pay Orders, Demand Drafts and Guarantee Bonds issued by any Scheduled Commercial Bank.
4. Deposit Receipts, of the Post Office Saving Bank.
5. The Bond of Indian Railway Finance Corporation (in case of bonds issued under non-cumulative interest scheme, post dated interest warrants should be submitted along with the bonds and the interest warrants could be given back as and when the interest becomes due) and KRCL Bonds of Rs.1000 each.

**3.2.10.** Payment of Security Deposit and Earnest Money in the form of Pay Order/Demand Draft should be made in favour of **FA&CAO/CLW** only.

#### **4.0. Offers through Fax :**

Fax offers are generally not considered, except :-

- i) Offer received through FAX may be considered in case of procurement of item through proprietary article certificate & single tender only subject to the firm submitting post confirmation copy on their letter head duly signed by the authorized person as per the tender conditions within ten working days

from the date of opening for indigenous firms/ offers and 21 days from foreign firms against Global Tenders.

- ii) However, for other type of tenders i.e. for Bulletin, Limited and Advertised/open Tenders etc., offers received through FAX and found in the tender box at the time of opening of Tenders and complete in all respects and duly signed by the authorized signatory will be treated as in time offer subject to the firm / firms submitting post confirmation copy duly signed by the authorized person as per the tender conditions within ten working days from the date of opening.
- iii) All other offers received by FAX not covered in Para (i) & (ii) above shall be treated as invalid. The offers received by FAX as covered in Para (ii) above shall be deemed as unresponsive in case of confirmation copy is not received within the time stipulated in Para(ii) above.
- iv) No formal purchase order shall be issued against the FAX offers without receipt of the confirmation copy of the same.
- v) It shall be the sole responsibility of tenderers to ensure that the offers submitted by FAX are dropped in appropriate tender box in sealed cover / covers and within the prescribed time and date. The Railways shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.

#### **5.0. Tender Opening & Attendance of Representatives for Tender Opening:**

5.1. The tenders received, shall be opened in presence of such tenderers or their authorised representatives who may like to be present at scheduled opening time on due opening dates indicated in Schedules of Requirement where the name of the tenderers and rates tendered by them will be read out.

5.2. In case opening date as indicated above happens to be a holiday for any administrative reasons or normal working of the office is hampered by strike/bandh call etc. the bids will be opened on the next working day at the same time mentioned above.

5.3. For Open Tenders and Special Limited Tenders, representatives of tenderers desirous to attend the tender opening can do so on production of a proper letter of authority from the respective firm, failing which they may not be allowed to attend the tender opening. Authorised representatives of those firms who have submitted the tender documents alone shall be allowed to attend the tender opening.

#### **6.0. Particulars to be enclosed along with tender:**

Following details should be enclosed along with the tender:-

- i) Satisfactory evidence that, he is a licensed manufacturer, who regularly manufacture the the item and has technical knowledge and practical experience and he has adequate financial stability and status to meet the obligations under contract for which he is required to submit report from recognized bank or a financial institution.
- ii) Performance statement against Railways Orders for supply of same or similar items as per the Annexure. Correct status/ supply position of pending orders if any should be invariably indicated. Supporting documents are to be enclosed.
- iii) Details of Machinery and Plant, other equipments, testing facilities, quality management/control systems/ Plan (QAP) and details of technical manpower available.
- iv) Tenderers should submit documentary evidence in respect of their RDSO approval indicating current validity and approval of their QAP by RDSO/ CLW wherever necessary.
- v) Photo Copies of the supply/purchase orders along with the Inspection Certificates by CLW/ RITES/RDSO and Receipt Notes should be enclosed for ready reference, along with tender to substantiate their past performance.
- vi) The Tenderers should also indicate their registration number with CLW with monetary limit, trade groups for which registered and, validity date of registration.
- vii) NSIC Certificate if Registered with NSIC.
- viii) Proof for having paid EMD or grounds in favour of exemption/waiver.
- vii) Complete Tender documents duly signed on each page in token of acceptance

- viii) Part-II approved vendors to provide documentary evidence details of P/Orders successfully executed in CLW to verify their claims for 15% or higher quantity.
- ix) The current and valid ISO Certificate Copy.
- ix) In addition to the above further information regarding the capacity/capability if required by the purchaser shall be promptly furnished by the tenders. Bidders not submitting the above requisite information may note that their offer will be summarily rejected. The above information is not necessary from the firms who are approved/registered with CLW for the items indicated in 'Schedule of Requirements and such firms should indicate their approval/registration reference from CLW. Tenderers may note that even if they are registered/ approved suppliers for certain items of CLW but not for the items included in this Tender Schedule, they have to furnish all the requisite information listed above failing which their offers will be summarily passed over.

#### **7.0. Rate , Taxes and Duties:-**

- 7.1 Rates quoted by tenderer for tender qty. will be deemed to be valid even for part qty.
- 7.2. Tenderers should clearly indicate separately ex-works basic price, packing charges, forwarding charges, Excise Duty, Educational Cess Sales Tax/VAT and Freight charges upto destination, applicable for each unit tendered. Duties and Taxes are not payable on freight charges and forwarding charges. Therefore, if the tenderer happens to quoted a composite price, due break-up is to be given showing freight and forwarding charges separately.
- 7.3 Tenderers are requested to quote in the following terms :-  
FOR Destination basis upto SMM/RB/CRJ, duly indicating separately breakup of Ex works Price, Duties, Taxes, Packing, Forwarding and Freight charges. For all consignments, bidders are requested to quote direct delivery to SMM (RB)/CLW/CRJ.
- 7.4. However for supplies of small consignments, bidder may quote delivery at AMM/CLW/Howrah. In case of quoted delivery at AMM/CLW/HWH, 1% Notional Freight Charges and in case of FOR other than CRJ or HWH , 2% Notional Freight Charges will be loaded for evaluation of interse ranking amongst bidders.
- 7.5. Bidders should quote for supply through road delivery only. Only in exceptional circumstances, delivery by rail will be accepted. In case of despatches by rail, Advance payment where applicable will be made only after receipt of consignment / material by consignee i.e. AMM/CLW/HWH or SMM/RB/CRJ.
- 7.6. In case of delivery by Road, date of receipt of consignments will be date of actual delivery.
- 7.7. The tenderers are required to quote in the same rate units (Nos./Kgs./Sets/ mtrs/ kmtrs etc.) as given in the tender schedule. Any deviation in this aspect will make the offer liable to be ignored.

#### **8. Price Variation Clause:-**

- 8.1 **Railway, in general, prefer firm price contracts.**
- 8.2. However, there may be cases of procurement of stores which are raw-material (Steel/ Non-Ferrous) intensive wherein the tenderers may quote with Price Variation clause. Such Price Variation Clause must be unambiguous and having clear price variation formulae. Ambiguous conditions like "Price Variation Clause applicable" will not be acceptable and such offers shall be summarily rejected.
- 8.3.1. Following Price Variation Clauses are generally recognized by the Railways.
  - a) IEEMA PVC for the items covered by IEEMA formulae.
  - b) Railway Board's PVC for items covered by such formulae.
  - c) DGS&D's PVC for the items which are covered by such formulae.
  - d) CLW's PVC for the item if and as Stipulated in the Tender

Note:- Tenderers whose offers are with IEEMA PVC, Railway Board's PVC / DGS&D's PVC are to quote with the prices of input raw materials ruling on the base date as stipulated in the relevant PVC ( IEEMA/ Railway Board/ DGS&D). For example in case of IEEMA PVC, if the Tender opening date falls in May of a year, the applicable prices of input raw materials should be

those prevailing on the 1<sup>st</sup> April of that year. If any Tenderer quotes with any other base date (for prices of input raw materials), then all such offers shall be updated to the common base date as stipulated in the PVC of IEEMA/Rly Board/DGS&D as the case may be. For example, in the case of IEEMA PVC for a tender opened in May of a year, if any tenderer quote with prices of input raw materials ruling on a base date other than 1<sup>st</sup> April of that particular year, quoted rates shall be updated to the base date of 1<sup>st</sup> April of that particular year (for input raw materials) for the purpose of evaluation of offers and determination of inter-se ranking of the offers.

- 8.3.2. For those items which are not covered by any of the aforesaid PVC, other PVC specific for such stores may be considered and accepted if found to be in order. However, in all such cases, the contract prices upward/downward will be regulated with reference to the date of inspection of stores and will be applicable to the stores tendered for inspection after one month from the date of variation in the price of relevant input material by the specified agencies like SAIL, HZL, HCL etc. The date on which stores are offered for inspection will be treated as the date of supply for the purpose of Price Variation Clause. Furthermore, the base month for such input materials will be one month prior to that of tender opening. Admission of any claim in this regard will be subject to the suppliers furnishing all the supporting documents.

If any tenderer quote with any other base month, for input materials, then all the offers shall be updated to the base month (for input materials) of one month prior to that of tender opening. Evaluation of offers and determination of inter-se ranking of the offers shall be done on this basis.

- 8.4. Tenderers who quote with price escalation on account of raw material in the tenders will please note that such escalation claims will be subject to verification by the Financial Adviser and Chief Accounts Officer of the Railway with reference to the records that may be called for from them. Successful tenderer will be required to produce complete records including position of ground stocks available at the time of submission of tender for verification /examination of their claims under price escalation before their claims are accepted. If the tenderer fails to establish his claim by producing satisfactory records before the FA & CAO of this Railway their claim will be disallowed and/ or proportionately reduced.

## **9. Excise Duty:**

1. As excise duty is not leviable on post manufacturing charges or cost such as Freight/Transportation, Forwarding, Handling charges, etc. and also the cost of packing materials like empties/containers which are of durable nature and are refundable to assessee/suppliers. Tenderers are request to indicate those charges separately in their quotation.

2. In case the Excise Duty is leviable, the Tenderers are requested to indicate that Excise Duty is leviable extra and for that they should submit documentary evidence ( i.e. Excise Gate Pass etc) in support of their claim of E.D. at the time of submission of bill for the supply.

3. Tenderers to indicate clearly the applicability or otherwise of CENVAT rules to the item(s) in question.

4. Where the rules are applicable, indicate the extent of financial benefit accruing to the supplier in respect of unit No. of the stores, and either agree to deduct this amount from the price of the supplier or deduct it from the cost quoted.

5. If the quoted rate attracts any excise duty to be payable extra by the purchaser (Rlys) the ex-works prices and the rate of excise duty will have to be spelt out by the tenderer clearly. Failure by the tenderer to do so shall render the tender offer being loadable with the highest standard rate of E.D. as applicable to any manufacturers of the particular item for the purpose of decision on the tender case.

6. Tenderers should clearly indicate the exact rate of Excise duty applicable (even if included in the rate quoted). If Excise Duty is not quoted in the offer, the same will not be paid by the purchase. If concessional Excise duty based on the turnover is applicable at the time of supply and the tenderers wish that actual Excise Duty as applicable at the time of supply should be paid, then the Tenderers should clearly indicate that E.D. will vary. Based on this, offers will be evaluated and the inter-se. position of the tenderers will be arrived at, on the basis of such upper ceiling limit of E.D. if they quote "ED at Actuals" then the tenderers will be evaluated based on the basis of maximum rates of E.D applicable for that item. In case, variation of E.D is on account of increases in turn over and is not claimed in the offer, the purchaser will not admit any increase in E.D. due to turnover.

7. If Tenderers quote a lower Excise Duty rate due to misclassification of the goods under Excise tariff rules, the purchaser will not pay increased E.D. payable due to such misclassification.

8. Vague offers regarding Excise duty (like E.D. as applicable and extra at the time of supply) without giving the above information are liable to be loaded with a maximum applicable rate of E.D. for that item, for the purpose of evaluation and inter se ranking.

9. Whenever the tenderer quotes prices inclusive of excise duty, then at the time of claiming payment, firm will have to produce documentary evidence towards excise duty payment failing which no payment will be made.

10. If the tendering firm does not reserve their right to claim excise duty variation in future then no upward variation in contract price even on grounds of statutory variation will be admissible by the purchaser.

11. If it is a dutiable/taxable item, the current rate of sales tax/excise duty or any other taxes or duties legally leviable must be mentioned separately irrespective of rates being inclusive or exclusive or such taxes/duties. If the rate of E.D. or any other taxes/duties is not specifically mentioned, the rate will be treated as inclusive of the highest rate of taxes/duties as applicable for that item or as reasonably ascertained by the Railways and this fact viz. price is inclusive of taxes/duties at the quoted rate will be incorporated in the 'PURCHASE ORDER'. And in such case, it would be the responsibility of the vendor to submit necessary documentary evidence. If the vendor fails to submit such documentary evidence along with his claim, payment will be regulated/ effected as per the Section 64A of Sale of Goods Act, 1930 as amended from time to time.

12. ED will be paid subject to documentary evidence and government notifications only.

### 13. Payment of ED and Excise Duty- Modvat Rules.

1. The purchaser will not be responsible for payment of taxes and duties paid by the supplier under misapprehensions of law or misclassification and in such cases even if the suppliers bill contain an element of tax or duty which is not payable by the purchaser, such payment would be disallowed.

2. The claim for ED on each bill should be supported by the following certificates.

2.1 The rate of ED is advalorem. The ED at present legally leviable in this case is Rs.....i.e on Rs.....being the unit value of the Stores assessed by the concerned authority of the Excise department.

2.2 Certified that the ED charged on this bill is not more than that legally leviable and payable under the provision of the relevant act or rules made thereunder.

2.3 Certified that the amount of Rs.....claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.

2.4 Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.

2.5 **MODVAT/CENVAT Certificate:-** The tenderers will have to give the following certificates in their offer:-

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and counter veiling duties' .available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly."

### 10. Sales Tax/Value Added Tax :

10.1. Sales tax / Value Added Taxes should be quoted extra if applicable. Concessional Form-D will not be supplied by the purchaser.

10.2. Wherever Value Added Tax is applicable, the following may be noted :

(1) (i) The tenderer should quote the exact percentage of VAT that they will be charging extra.

(ii) While quoting the rates, tenderer should 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, duly stating the quantum of such credit per unit of the item quoted for.

(iii) The tenderer while quoting for tenders should give the following declaration:

"We agree to pass on such 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 under the VAT scheme by way of reduction in price and advise the purchaser accordingly."

(2) The supplier while claiming the payment shall 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."

If any surcharge on tax is applicable the same should be indicated clearly.

**NOTE:- If Excise duty and Sales Tax are not quoted in the offer, it shall be considered that no excise duty/ sales tax (VAT) is applicable.**

### **11. Octroi Exemption Certificate:**

The purchaser will not bear any octroi charges, and if required will issue octroi exemption certificate only. In the event of octroi exemption certificate not being honoured by the concerned municipal authority, and octroi charges become payable, the supplier will have to bear the Octroi charges.

**12. I.T.C.C.:** This will be governed by extant rules of the Government of India. Tenderers are to indicate the Income-Tax PAN details and enclose a Photocopy of the same.

### **13. Validity:**

Tenderers are to keep validity of their offer open for a minimum period of 150/120 days or as stipulated. Offers with validity period of short duration may be taken as unresponsive to Railway's requirements.

### **14. Evaluation Criteria:-**

i) Rates quoted by the Tenderers with discounts if any linked to quantity will be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt notes etc., will be ignored for calculating inter-se position. However, Railway may avail the discounts linked to early payment, early receipt notes etc. if otherwise, firm's offer is found to be acceptable.

ii) Inter-se ranking of the offers will be determined on Total Unit Rate basis which will include basic rate, ED, Educational Cess, ST/VAT, Packing charges, Forwarding charges, freight, insurance and any other charge or cost quoted by the tenderer. In case of offers with P.V. Clause, the quoted rates shall be updated to a common base date for such assessments.

iii) The criteria for evaluation of inter-se-position of bidders shall be item wise and destination wise unless otherwise some other evaluation criteria is specifically mentioned in the tender. In other words, evaluation will be done based on rate of individual items tendered unless & otherwise it is mentioned in the tender schedule that it will be based on set of items.

iv) Total unit rate will be calculated by loading maximum rate of E.D./CST/VAT for conditional or vague offers. For all consignments delivery is required at SMM/RB/CLW. T.U.R. will be calculated on F.O.R. destination basis (i.e. SMM/RB/Chittaranjan) and firm should quote rate on "FOR destination basis". However, for small consignments, bidders may quote delivery at AMM/CLW/ HWH, but for this, notional freight @1% on the basic rate will be loaded for making it FOR destination prices for evaluation purpose. If any bidder quotes on FOR Ex-works or FOR station of despatch or FOR other than AMM/CLW/HWH or SMM/RB/CRJ, their offer will be loaded with 2% notional freight on the basic rate for evaluation purpose.

**15. Details of Contact:-** The Bidder should incorporate the telephone No. Fax No. E-Mail reference and name and designation of the person to be contacted for future reference while submitting the quotation.

**16 E-procurement (Electronic procurement):** In course of time CLW will switch over to e- procurement. All the vendors are requested to visit Railway's website: [www.ireps.gov.in](http://www.ireps.gov.in) wherein all the guidelines for the vendors for participation in Electronic Tendering and other information related to e-procurement are available. Please update your self for the e- procurement system and obtain the items like Digital Signature Certificates etc. as required.

### **17. Payment through EFT/RTGS:-**

All Tenderers to note that, CLW is arranging payments to the suppliers through EFT/RTGS system for quick money transfer to the suppliers account.

(i) Tenderer shall consent in the mandate form for getting payment through EFT/RTGS (as per the MANDATE form given below)

(ii) Tenderer shall provided the details of their Bank Account in Line with RBI guidelines. These details are Bank Name, Branch Name & Address. Account type, Bank Account No. and Bank & Branch code as appearing on MICR Cheque issued by bank and IFSC No. of the Branch of the Bank.

(iii) Tenderer shall attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned in Para-ii above).

(iv) In case payment could not be arranged through EFT/RTGS due to any reason either from Railway side or where EFT/RTGS facility is not available, payment will be arranged through Account Payee Cheque where Railway is having drawing account.

**MANDATE FORM (EFT/RTGS)**

for

Consent for payment through EFT/RTGS/CLW

Ref : Tender No./P.O. No.(whichever is applicable) ..... date

.....

1.	Suppliers Particulars		
	a) Supplier's Name	:	
	b) Supplier's Address	:	
2.	Particulars of Bank Account:	:	
a)	Name of the Bank	:	
b)	Name of the branch	:	
c)	Address of the Branch	:	
d)	Telephone No. of the Branch	:	
e)	IFSC Number of the Branch of the Bank	:	
f)	Account Number (as appearing on the Cheque Book)	:	
In lieu of the bank certificate to be obtained as under, please attach a bank cancelled cheque or photocopy of a cheque.			

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I agree to discharge the responsibility expected from me as a participant under the scheme.

Dated.....

Signature of the Authorized Representative of the Supplier

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp/Seal of the Bank

Date.....

Signature of the Authorized Officer

## GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

Throughout these conditions and in the specification the term:

- (i) "The Purchaser" means the President of India acting through the Controller of Stores, Chittaranjan Locomotive Works, At & P.O- Chittaranjan, District- Burdwan, PIN- 713331 (W.B) or The Controller of Stores, Chittaranjan Locomotive Works, Hindustan Building (First floor), 4, Chittaranjan Avenue, Kolkata- 700072 (who ever has issued the Tender) or his nominee unless the context otherwise provides.
- (ii) "The Inspecting Officer" means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and the deputies of the Inspecting Officer so nominated.
- (iii) "The Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser) representatives heirs, executors and administrators, as the case may be unless excluded by the terms of the contract.

### 2. Acceptance of the Offers:-

The Controller of Stores is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserve to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted.

### 3. Quantity to be ordered:-

- (a) Purchaser may accept a tender for a part or whole of the tender quantity. Purchaser may reject any tender (including lowest) or discharge the whole / part tender without assigning any reason. The Purchaser may, however, have his discretion to accept an offer for quantities which are upto 30% higher than the tendered quantity.
- (b) As regards splitting of quantities, since the capacity of L-1 firm may not be known in advance, if it is discovered that quantities to be ordered is far more than what L-1 alone is capable of supplying and there was no prior decision to split the quantities, then the quantities being finally ordered should be distributed among the other bidders in a manner that is fair, transparent and equitable.
- (c) Wherever necessary by the purchaser, the quantity to be ordered can be split by the purchaser amongst two or more sources for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms.
  - (i) The purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser.
  - (ii) Whenever such distribution/ splitting of the tendered/ procurable quantity is made, the quantity distribution will generally be based on the differential of rates quoted by the tenderers and will apply only if all other conditions such as, adequate capacity- cum- capability, past supply and quality performance of the tenderers, outstanding orders from the Railways being within proven supply capability of the firm, ability to supply tendered quantity within the required period at the required rate of supply etc are satisfactory, as per the following guidelines:-

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA should decide keeping in view specific reference to conditions laid down in para (vi) & (vii) as below.

- (iii) If splitting of quantity is required to be done by ordering on tenderers higher than L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/ logical/ equity based extrapolation of the model as indicated above.
  - (iv) The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s), the purchaser will reserve the right to decide on the quantity distribution/ proportion.
  - (v) For cases where the Railways/PUs had entered into TOT/JV agreements, the following clause is applicable:- As the Railway has entered into TOT/JV agreement with .... Nos of firms, they reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/ proportion of quantity distribution amongst such Tot/JV agreement partners, conditions as detailed in para (ii) (iii) and ( iv ) above with the exception of conforming to the condition "the rate of the highest eligible tenderer within the Zone of Consideration has to be, per-se, reasonable to the Purchaser" shall apply.
  - (vi) The rate of the highest eligible tenderers within the zone of consideration has to be, per-se, reasonable to the purchaser.
  - (vii) In the cases of inadequate capacity-cum-capability, unsatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc, the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner as would ensure timely supply of material in requisite quantity to meet the needs of production/ operations, maintenance, safety etc. of the railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principle of natural justice and equity.
- (d) In case of splitting of quantity on two or more sources, if necessary, the purchaser will have the right to order upto the Tendered quantity on L-1 tenderer, which may be exercised in case of any eventuality.
- (e) Apart from this , the purchaser reserves the right to increase and /or decrease the order quantity by a quantity not exceeding 30% of the ordered quantity on the same price and terms and conditions during the currency of the contract , with suitable delivery schedule for the enhanced quantity. In other words, till final delivery date of the contract, ( $\pm 30\%$ ) option clause can be exercised by giving reasonable notice, provided -30% option clause will only apply to situations where full ordered quantity has not been supplied till then. The purchaser reserves the right to vary the ordered quantity (+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. However, this clause will be applicable for tenders valued above Rs 10 (Ten) Lakhs only or as decided from time to time.

#### **4. Procurement from Approved Sources :**

##### **4.1. Approved by RDSO/CLW:**

4.1.1. Wherever necessary, as per policy of procurement, bulk purchases will be made only from those firms who have been approved by RDSO/CLW for such ordering i.e. Part-I vendors before opening of tender to manufacture and supply the item. The tenderers are to enclose copies of RDSO approval letters along with their quotation. 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.

4.1.2. Orders on firms approved by RDSO/CLW as Part-II vendors shall be Developmental Orders, normally.

a) Orders on firms approved by RDSO/CLW as Part-II vendors shall be limited upto 15% quantity normally.

b) All part-II approved tenderers must submit attested photocopies of POs, 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/PU. Such tenderers are to note that non-submission of such documents shall be taken as their not having any 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.

- c) The ordering on a Part II approved 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 Unit/PUs over the preceding three years. That is to say, the ordering quantity on a Part -II source can be up to 15% or the highest quantity of a past order successfully executed in the same Railway unit or other Railway Unit/PUs over the preceding three years whichever is higher subject to the tender committee/accepting authority being satisfied about the financial capacity, performance aspects etc. Upper Limit of quantity to be ordered on such source will not exceed 25% of the net procurable quantity in a given procurement case.
- d) In cases where more than one Part-II source are within the zone of consideration on the basis of competitive price ranking with satisfactory past performance on that Railway, each Part-II source can be considered for ordering in the same manner as indicated in para above. 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.
- e) The period for consideration of the past performance will be around 3 years.
- f) If the tendering firm(s) is not approved by RDSO/CLW as mentioned above as Part-I or Part-II, i.e. either for placement of bulk order or for developmental orders, than they must submit their credentials details i.e. Machinery and Plant, Testing Facilities, QAP, Technical Manpower, Current and Valid ISO Certificate etc. In deserving cases, offers from new suppliers may be considered for only a small quantity, not more than 5% of the required quantity, as educational order only after confirmation of their capacities/capabilities assessment by appropriate authority and approval of competent authority. Such firms should clearly indicate their time schedule for developing and manufacturing of prototype for inspection and fitment for field trial. In such a case 100% payment would be made after receipt and acceptance of material by consignee. Failure to furnish requisite credentials as mentioned above will make their offer liable to be ignored.

#### 4.2. **Approved by DLW/ICF/CORE/RCF/CME:**

Same conditions shall apply as in the case of RDSO/CLW approved sources as detailed in Para above with the exception that wherever "RDSO/ CLW " is appearing, the same should be replaced by "DLW/ICF/CORE/RCF/CME- etc."

#### 4.3. **Procurement of materials falling in the category other than those in above Paras:**

In these cases, the Railways reserves the right to make bulk procurement from the tenderers who conform to/comply with the eligibility criteria (as detailed in the special conditions of tender) whereas educational orders may be considered for placement on other sources whose offers are competitive and who have submitted adequate evidence towards their capacity-cum-capability and prima facie the Railways are satisfied that they are capable of executing the orders but whose capacity to supply bulk quantity has not been established in the past. In such cases the capacity and capability assessment to be done by the source approving authority and orders can be placed after the assessment.

#### 5. **Purchase / Price Preference Clause:-**

The purchaser reserves the option to give a purchase / price preference to the offers from Public Sector units and /or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Govt. from time-to-time. The price preference above cannot however, be taken for granted and every endeavor need be made by them to bring down cost and achieve competitiveness.

#### 6. **Purchase Preference Clause:-**

Purchase preference to Central Public Sector Undertakings if applicable as per relevant guidelines of Government Of India may be granted in the following manner:-

Other thing being equal, purchase preference will be granted to the Central Public Sector Enterprises (CPSEs) at lowest valid price bid (L1) if the price quoted by a CPSE is within 10% of the L1 price. The salient features of the policy are as under:

- (i) Purchase Preference Policy(PPP) support will be extended to the contracts of the value of Rs. 5 Crores and above but not exceeding Rs.100 Crore. For deciding the applicability of PPP, the value of option quantity shall not be taken into consideration.

If civil works are included as part of the contract for supply of goods and/or if the contract is a turnkey contract, such contracts would also be covered by PPP, subject to the condition that the total value of the contract does not exceed Rs.100 Crore.

- (ii) PPP will apply only to CPSEs and their subsidiaries (i.e. where PSE owns 51% or above shareholding), but not to a joint venture owned by a PSE and a private sector partner.
- (iii) A minimum value addition of 20% by the CPSEs/ subsidiary companies by way of manufacturing and / or services would be a prerequisite for availing of purchase preference.

## **7. Execution**

The whole contract is to be executed in the most approved substantial and work-manlike-manner, to the entire satisfaction of the Purchaser or his nominee who both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores of which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specification shall be final and conclusive. Before processing to execute any work, the Contractor shall obtain from the Purchaser or any officer designated by him, his approval of the manner in which the Contractor proposed to execute each portion of the work. If required the Contractor shall set out at full size/any portion of the work that the Purchaser or his nominee may require.

## **8. Contractor's Responsibility**

The Contractor shall be solely responsible for the execution of the contract in all respects in accordance with the conditions of contract notwithstanding any approval which the Inspecting Officer may have given of materials or other part of the work involved in the contractor or of tests carried out either by the Contractor or by the Inspecting officer.

## **9. Warranty/ Guarantee:-**

The Warranty/ Guarantee Clause will be as per IRS Conditions of Contract Para 3200. In some cases the Warranty/ Guarantee Clause is stipulated in the Drawing/ Specification of the material tendered. The warranty / guarantee period applicable will be the higher of the two.

## **10. Quotations for Imported items:-**

### **10.1. Quotations in Foreign Currency:-**

1. Please note that, in case of Quotations in Foreign Exchange the firms should quote on FOB basis.
2. Any additional expenditure incurred by the purchaser on account of increased Custom Duty, Freight charges as also extra cost which may arise on account of Variation in Exchange rate during the extended delivery schedules, shall be borne by the Contractor.
3. Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates of the representatives they have for servicing in India. They should quote F.O.B./F.A.S. price, exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the purchaser will indemnify the supplier against payment of such commission to the Indian/Associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates' remuneration or/commission covers a part of the price against the tender.

Besides above, following particulars are also to be furnished failing which their offers are liable to be ignored.

- (i) The precise relationship between the foreign manufacturers/principals and their Indian Agents/Associates.
- (ii) The mutual interest which the manufacturers/principal and the Indian Agents/Associates have in the business of each other.
- (iii) Any payment which the Agent/Associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee;
- (iv) Indian Agent's Income Tax permanent Account number;
- (v) All services to be rendered by the Agent / Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
- (vi) Past Performance if any;
- (vii) The Agency commission payable by the tenderer to his Indian Agents shall be indicated in the offer form in foreign currency. However, Agency Commission finally payable to the tenderer's agent in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of acceptance of offer and shall not be subject to any further exchange variation. The agency commission shall be paid in non-

convertible Indian Rupees only after successful completion of the contract, commissioning of the machines or equipments wherever involved.

- (viii) For the foreign tenderers' guidance in furnishing complete information, a check list, as per Annexure may be attached with tender documents which must be completed by the foreign tenderers participating in the tender.
- (ix) Contractor/Seller shall guarantee towards warranty of the material supplied for the period mentioned in specification from the date of receipt at Chittaranjan Locomotives Motive, Chittaranjan in original air tight container. Any material found defective within the guarantee period will be replaced by the contractor at free of cost at the place of delivery and all the cost for such replacement supply to be borne by the Contractor/Seller.
- (x) 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.
- (xi) 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 or 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.

## **10.2. Imported Stores offered by Indian Agents in Indian Currency:**

Any authorized dealer / agent / recognized industrial distributor quoting on behalf of their foreign principal in Indian Rupees shall have to comply with the following:-

1. To quote with tender specific authorization from the foreign manufacturer.
  2. (i) While quoting on behalf of foreign principals tenderers are required to furnish the principal's invoice/ proforma invoice along with their quotation.  
(ii) Proforma invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.
  3. The tenderer shall have to undertake in the tender to comply with the following –
    - a) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment.
    - b) Current and valid authorization/dealership certificate of foreign manufacturer/principal.
    - c) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in IRS Conditions of Contract Para- 1800.  
Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.
  4. Tenderer has to indicate the following while submitting the offer:
    - (a) The precise relationship between the foreign manufacturer/principal and their agents/associates.
    - (b) The mutual interest which the manufacturer/principal and the Indian agent/associates have in business of each other is to be indicated.
    - (c) Indian agent's Permanent Account Number is to be indicated.
- 10.3.** Any additional expenditure incurred on account of Customs Duty and Exchange Rate variation during pendency of the Contract will be on contractor's account.
- 10.4.** For bearings manufactured in foreign countries, Visual inspection by CLW or the nominated agency inside India after receipt is acceptable with import documents and original manufacturer's test and Warranty/ Guarantee certificate. Firm should consent to deposit security money as per IRS conditions for due execution of the contract if asked to do so. This is irrespective of the fact whether the firm is registered with this Railway or not.

**10.5.** In case, where it is felt that for the stores being imported, neither the Indian Agent nor after-sales service is required, the following clause may be noted:- "Manufacturers are advised that we would prefer to deal direct with them without the inter session of an Agent and therefore, they are advised to quote direct".

**11. Payment Terms:**

- 11.1. 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.
- 11.2. Normal mode of payment is 100% payment against receipt and acceptance of stores by the consignee.
- 11.3. For Purchases from approved sources and reputed suppliers, 95% advance payment for the stores or each consignment thereof will be made against Inspection Certificate and receipted challan duly certified by the Consignee Gazetted Officer towards receipt of material at Consignee's end irrespective of mode of despatch i.e. by rail or road. Balance 5% payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note.
- 11.4 For Contracts having Price Variation Clauses, the 95% advance payment for the stores or each consignment thereof ( Ex-Works Value + (+ or -) PVC amount with all necessary documentary evidence + Taxes and Duties) will be made against Inspection Certificate and receipted challan duly certified by the Consignee Gazetted Officer towards receipt of material at Consignee's end irrespective of mode of despatch i.e. by rail or road. Balance 5% payment will be made on receipt and acceptance of stores by the consignee, signified by granting of Receipt Note.
- 11.5 In deserving cases, 98% / 2% payment can also be considered within the framework of extant rules and procedures.
- 11.6 For Machinery & Plant items and items where stipulated: 80% payment will be allowed after receipt of the machine in good and acceptable condition at consignee's end against inspection certificate and the supplier's challan certified by the consignee Gazetted Officer. Balance 20% payment will be made on successful installation, commissioning and testing of the machine and also furnishing of a Bank Guarantee towards warranty obligations of the contractor for 10% of the value of the machinery or plant.
- 11.7 Discounts / rebates linked with early payment and / or early granting of Receipt Note etc within specified days will not be considered for determination of inter-se ranking of the offers. However, the Railways reserves the rights to avail themselves of such rebates / discounts if possible.
- 11.8 The purchaser shall be entitled to appropriate towards the payment due to him by the Supplier in respect of any unfulfilled contract whatsoever from any payment due to the supplier or from the Security Deposit or both lying with the purchaser or any other Indian Railway or other Central Government Department or the State Government.

**12. Inspection Clause:**

- (a) Inspection will be carried out by the Purchaser or his nominee. The cost of the inspection will be on Purchaser's account subject to other provisions herein contained. At least four weeks notice must be given to the purchaser or his nominee to enable him to arrange the necessary inspection.
- (b) Material peculiar to Railways such as parts and fittings of rolling stock except raw material, which have been found rectified during inspection and which could not be rectified, are required to be defaced by the inspecting authority to avoid recycling of such rejected material and to avoid ultimate failures to assets. All such rejected materials peculiar to Railways should be mechanically defaced to prevent sale to Railways again.
- (c) All physical and chemical tests required to be done on products and raw materials are required to be done only from RDSO approved Lab or from C&M Lab CLW. Report from other sources may not be acceptable. In case facilities are not available at RDSO or CLW Labs to do any particular test, case wise approval may be taken by Dy.CC&M/CLW from inspection wing at CLW/CRJ, to get the tests done from other Laboratories.
- (d) For material to be pre-inspected by RDSO/ CLW or any other Inspecting Authority at Railway's option, or as stated in this Tender Enquiry. Tenderers are requested to quote accordingly. At a later date any request for change in inspection clause will not be considered.
- (e) In case the firm fails to offer the material for inspection against inspection call issued to the inspecting agency or if the material have to be reinspected due to rejection of the material at firms premises by the inspecting agency or due to non despatch of material within validity of Inspection Certificate, then 50% of the inspection charges applicable for the offered quantity subject to maximum of Rs 5,000/-, and actual cost of the test charges incurred will be paid by the supplier to the inspecting agency.

(f) Traders/ authorized agents are required to offer material for inspection at manufacturer's premises only. In case of the items such as Bearings, where inspection may be required to be carried out at RID/Agent premises, the manufacturers shall also associate during the inspection so as to ensure genuineness of materials.

(g) Final inspection and acceptance of the supplied material will be done by the Consignee after receipt of the material.

(h) The rejected material for exclusive use of Railways will be defaced to ensure that the rejected item are not recycled and supplied to other Railways or purchasers.

(i) Facilities for Test and Examination

The Contractor shall provide without extra charge, all materials, equipment tools, labour and maintenance of every kind which the Purchaser or his nominee may consider necessary for any test and examinations which he or his nominee shall require to be made on the Contractor's premises, and shall pay all costs attendant thereon.

The Contractor also provide and deliver free of charge, at such places as the Purchaser or his nominee may nominate such materials as he or his nominee may require for test by chemical analysis or independent testing machines. The cost of any such tests will be defrayed by the Purchaser unless it is stated in the specification that it is to be paid by the Contractor.

(j) Certification or Inspection and Approval

No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.

### **13. Terms of Delivery:**

(a) Mode of dispatch should be preferably by road.

(b) Suppliers should clearly quote-FOR Conditions i.e. station of dispatch or destination. If firm's offer is FOR Destination then applicable freight charges should be clearly indicated.

(c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier.

(d) The firms who offer to dispatch the Stores by Road on FOR Station of Despatch basis, but freight prepaid up to the Destination may seek reimbursement of such freight charges. Such reimbursement shall be made at actuals and against documentary evidence within the upper ceiling of Freight charges as indicated by them or Rail freight by Passenger Train which ever is lower. However for evaluation of Offers, it is the quoted Freight which will be considered.

(e) For supplies of small consignments, bidder may quote delivery at AMM/CLW/Howrah. In case of quoted delivery at AMM/CLW/HWH, 1% Notional Freight Charges and in case of FOR other than CRJ or HWH, 2% Notional Freight Charges (if freight charges not indicated) or the freight charges as quoted by the tenderer will be loaded for evaluation of interse ranking amongst bidders.

(f) Delivery Terms for Import Offers:-

The stores shall be delivered by the Contractor free on board such vessels/ aircraft in such port or ports named in the quotation as the Purchaser or his nominee may require.

Such number of inspection certificates, advice notes, packing accounts and invoices, as may be required by the Purchaser or his nominee, shall be furnished by and at the cost of the Contractor.

Freight for the conveyance of the stores or any part thereof, will be arranged by the Purchasers or his nominee, who will give due notice to the Contractor when and on board what vessels they, or such part thereof, are to be delivered. Should the Stores, or any part thereof, be not delivered within seven days of the receipt of such notice by the Contractor, the Contractor, will be liable for all payments and expenses that the Purchaser may incur, or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges incurred by the Purchaser whatsoever.

### **14. Marking**

The marking of all goods supplied shall comply with the requirements of the Indian Acts relating to merchandise marks or any amendment thereof and of the rules made under such Acts and the Contractor shall be responsible for the proper and sufficient Marking of the goods so as to be in compliance with the requirements of the said Acts.

The following marking of the materials is required:

- (a) The following particulars should be stenciled by indelible paint on all the materials packages supplied loose.
  - (i) Contract Number
  - (ii) Specification
  - (iii) Heat / Charge No.
  - (iv) Item Number
  - (v) Port consignee
  - (vi) Abbreviated consignee mark
- (b) The marking as in (a) above should be labeled securely clamped to the bundles so as not to break loose during transit. The use of steel tags for this purpose should be avoided.
- (c) Colour marking shall also be made on each piece to identify the cast numbers.
- (d) In addition to the marking as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignee in India.

The Contractor shall also furnish to the Purchaser and / or his nominee(s) and index so as to identify these colour marking with corresponding cast number.

#### **15. Customs Drawback**

If by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on exportation, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture, the Contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

#### **16. Packing**

The Contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or injury on arrival at their destination.

Where materials are to be supplied in bundle the gross weight should not exceed 1.1/2 metric ton per bundle for shipments to Calcutta and Mumbai Ports and one metric ton per bundle for shipment to Chennai Port.

#### **17. Delivery Schedule:**

(a) The tenderers are to note the Railway's required delivery schedule given in the Tender schedule/ Offer Form and quote accordingly. Vague Delivery terms like 2/ 32 weeks etc must be avoided and if quoted will be taken as commercially unresponsive to railway's requirement.

(b) Time for and the Date of delivery as specified in the Purchase Order is the essence of the Contract. However extension of Delivery date may be considered in deserving cases where genuine reasons exists. Such extensions of delivery dated may be considered with Liquidated damages and Denial Clause as per IRS conditions of Contract.

#### **(c) Deliveries and Risk Purchase and Liquidated Damages for delays.**

The earliest possible delivery is required in India. The Chittaranjan Locomotive Works attach utmost importance to timely deliveries and request manufacturers to take note of the liquidated damages and risk purchase conditions as will apply in case of delays in supplies/ non supply.

#### **(d) Liquidated Damages.**

- (i) The upper limit for recovery of Liquidated damages in Supply Contracts will be 10% (Ten percent) of value of contract irrespective of delays, unless otherwise provided, specifically in the contract.
- (ii) Railway should recover from the 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 elements 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 a maximum of ten percent of value of the delayed supplies.

In case of failure on the part of the 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 quantity which have remained unsupplied for that period.

Further, clause No702 of IRS Conditions of Contract deals with Failure and Termination of Contracts and does not have any provision of token LD. Clause No 800 on Extension of Time for delivery gives the authority and right to the Purchaser to decide whether he shall forgo whole or such part, as he may consider reasonable, of his claim for loss or damage caused to him. Hence, in the context of LD also, it is upto the Purchaser to decide whether full or token LD should be levied, while extending the time for delivery of supplies.

**(e) Shipment of stores beyond the stipulated delivery Period :**

*(For imported stores on FOB Delivery basis)* – In the event of the contractor failing to ship the stores duly inspected and passed within the stipulated delivery period, the purchaser is entitled to cancel the contract in respect of the same at the risk and cost of the contractor or invoke the clauses providing other remedies such as liquidated damages as provided in the contract. However, if he chooses, the purchaser may grant an extension of the delivery period subject to :

- (a) the purchaser recovering from the contractor liquidated damages as stipulated in the conditions of the contract for stores, which the contractor has failed to ship within the period fixed for delivery after due inspection and passing of the stores ;
- (b) the purchaser retaining the right to recover any extra expenditure which might have been incurred by the purchaser on account of the increase in custom duty and foreign exchange directly relatable to the delay in shipping of the stores.

The Contractor shall not despatch the stores till such time an extension in terms of the above is granted by the purchaser. If the stores are despatched by the contractor before an extension letter as aforesaid is issued by the purchaser, the supply of the stores shall be deemed to be subject to conditions set above.

**(f) Default and Risk Purchase**

Should the Contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the contractor in any manner or otherwise fail to perform the contract or should it have a receiving order-made against it, or make or enter into any arrangements or composition with its creditor, or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the purchaser shall have power, under the hand of the Controller of Stores, CLW, to declare the contract at an end at the risk and cost of the Contractor in every way. In such a case, the contractor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Purchaser may be put to incur or sustain by reason of, or in connection with the Contractor's default.

The cancellation of the contract may be either for whole or part of the contract at Purchaser's option. In the event of the Purchaser terminating this contract in whole or in part he may procure upon such terms and in such manner as he deems appropriate supplies or services similar to those terminated and the Contractor shall be liable to the purchaser for any excess costs for such similar supplies/or services, provided that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

**(g) Time for making Risk Purchase :**

Whereas this will be governed by the relevant clauses of IRS Conditions of Contract, such Risk Purchase shall be made within 9 months from the date of breach of Contract.

**(h) Time Preference Clause**

Wherever indicated, Time preference clause will be applicable, in case of acceptance of offer, at higher price, for earlier delivery. It should be noted that if a contract is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer, in consideration of offer of earlier delivery, the contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tenderer on the basis of final price, F.O.R. destination including all element of freight, Sales Tax, Local Taxes duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.

## **18. Cartel Formation:-**

- a) Whenever all or most of the approved firms quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest without assigning any reason thereof.
- b) 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 reserve the right to order on one or more firms any quantity.
- c) The firms who quote in cartel may be warned that their names are likely to be deleted from list of approved sources.

## **19. Warranty Bank Guarantee:**

For items like Machinery and Plant, Costly equipment, Capital Spares, other unit spares or items where stipulated such, 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 enclosed in the Annexure.

## **20. Procurement from Manufacturers Authorised Agents/ Distributors:**

20.1. Only Manufacturers or their authorized dealers/ distributors need to quote with tender specific authorization from the manufacturers failing which offers are liable to be ignored. The bidders shall provide a satisfactory evidence acceptable to purchaser to substantiate that :

- (a) He is a licensed manufacturer, who regularly manufactures the item and has technical knowledge and practical experience.
- (b) He has adequate financial and manufacturing capacity.
- (c) For above purposes the bidders will also submit :
  - (i) A performance statement as per Annexure, giving list of major supplies effected in recent past of the stores offered by him giving purchaser's name and address, Order No. and date, quantity supplied & whether the supply was made within the delivery schedule.
  - (ii) A statement of the technical staff, equipment employed and quality control measures adopted.
- (d) In addition to the above further information regarding his capacity / capability if required by the purchaser shall be promptly furnished by the bidders.

20.2. Where a manufacturer appoints an agent or a distributor on the basis of a written agreement with him for a specific territory or specific set of items, he shall give an undertaking to the following effect.

1. Inspection by the nominated agency at the manufacturing premises of the relevant manufacturer. The nominated inspecting agency shall categorically confirm in the Inspection Certificate, that inspection of the material has been actually made in the manufacturing premises of the manufacturers and not in the ware house/ godown/shop of the dealer.
2. Direct dispatch from the premises of the manufacturer to the Railways consignee after inspection and acceptance by the nominated Inspecting Agency.
3. Submission of manufacturer's Test and Guarantee Certificate with each lot of supplies.
4. The authorised agents/distributors price will not exceed that which the manufacturer would have quoted.

20.3. One Agent cannot represent two Suppliers or quote on their behalf in a Particular tender.

## **21. Environment Policy under CLW's ISO-14001 Policy :-**

- (i) All vendors of CLW are informed to follow environmental friendly manufacturing practices at their works, while packing materials and while their goods are in transit from their works up to CLW.
- (ii) The smoke emission from vehicle used for transit of ordered material shall be as per norms laid down by Motor Vehicle Act which is subject to change from time to time. Non-conformity to the above specified limit of smoke emission may lead to imposition of suitable penalty.

**PROFORMA FOR MACHINERY & PLANT AND QUALITY CONTROL**

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

Name of Firm.....

1. Name and full address of the firm
2. Telephone/Telex/Fax No. Office/Factory/Works.
3. Telegraphic address / email address.
4. Location of the factory works
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 of stocks of raw material held.
9. Production capacity of item(s) quoted for, with the existing plant and 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 and quality control.
  - 11.2 Skilled labour employed.
  - 11.3 Maximum No. of workers (skilled and unskilled) employed on any day during the 18 months preceeding the date of application.
12. Are you registered with the Directorate General of supplies and Disposals, New Delhi, India? If so, furnish particulars of registration, period of currency etc.
  
13. Are you a Small Scale Unit registered with the National Small Industries Corporation Ltd. New Delhi, India? If so, furnish full particulars of registration, currency etc.
  
14. Are you having valid ISO9001 Certification? Please enclose the same duly indicating the validity period.

ANNEXURE-B

**PROFORMA FOR BANK GUARANTEE TOWARDS EARNEST MONEY**

To  
THE PRESIDENT OF INDIA  
Acting through the Controller of Stores,  
Chittaranjan Locomotive Works

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In consideration of the President of India (hereinafter called " the Government ") having agreed to accept from ..... (hereinafter called "the said Tenderer(s)") earnest money in the form of Guarantee Bond, under the terms and conditions of tender ..... dated ..... in connection with ..... (hereinafter called "the said Tender") for the due observance by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of 150 days from the date of opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his /their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfillment of the contract on acceptance of the tender on production of a Bank Guarantee for Rs..... (Rupees..... only).

We, ..... Bank Ltd., do hereby undertake to pay on demand to the Government, the sum of Rs ..... in the event of the said tender having incurred forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulations aforesaid and contained in the said tender under an order of the authority competent to invite tender.

We ..... Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender discharges the guarantee, subject however that the Government shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the bond shall be discharged if the demand for payment is not made within this period, we,..... Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated.....day of .....

For .....Bank Ltd.

ANNEXURE-C

MODEL FORM OF BANK GUARANTEE BOND FOR SUBMISSION OF SECURITY DEPOSIT

To:

The President of India
Acting through
The Controller of Stores,
Chittaranjan Locomotive Works

GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated made between and for (hereinafter called "the said Agreement"), of security deposit for due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement on production of a bank Guarantee for Rs (Rupees only) we

(Indicate the name of the bank) (Hereinafter referred to as "the Bank") at the request of contractor(s) do hereby undertake to pay to the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We do here by undertake to pay the amounts due and

(Indicate the name of the bank)

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

3. We under take to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/ Supplier(s) shall have no claim against us for making such payment.

4. We further agree that the Guarantee herein

(Indicate the name of the bank)

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

5. We further agree with the Government that

(Indicate the name of the bank)

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

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

7. We lastly undertake not to revoke this Guarantee

(indicate the name of bank)

during its currency except with the previous consent of the Government in writing.

Date the day of 20--

For (indicate the name of Bank)

**PROFORMA FOR WARRANTY GUARANTEE BOND**

To  
THE PRESIDENT OF INDIA  
Acting through the Controller of Stores,  
Chittaranjan Locomotive Works

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 recognised 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 upto 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 has 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 thereunder and the Sellers shall have no claim against us for making such payment.
8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel ----- vide Bill of Lading No. -----dated ----- or R/ R No. -----dated ----- (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to -----i.e. for ----- months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i e. upto ----- (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 -----	----- (Designation) (Banks common Seal)

**Check List For Imported Offers**

- |        |   |        |
|--------|---|--------|
| (i)    | Have you submitted the authorization letter authorizing your agent to quote on this tender?   | YES/NO |
| (ii)   | Have you indicated the complete name and address of the agents and details of the services to be rendered by the agents?  | YES/NO |
| (iii)  | Is the agent going to render after sale service?  | YES/NO |
| (iv)   | In case the answer to (iii) is yes, confirm that the agent has necessary infrastructure and competent staff to render the same.   | YES/NO |
| (v)    | Have you submitted a copy to your agreement with your Indian agent?   | YES/NO |
| (vi)   | Manufacturer or their sole selling agents may note that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. In such a situation both the offers will be rejected. | YES/NO |
| (vii)  | Have you indicated your Indian Agent's Income Tax Permanent Account number?   | YES/NO |
| (viii) | Are you aware that any payment against the contract, if placed, to your Indian agent directly by you in currency other than in Indian rupee is against the Indian Laws.   | YES/NO |
| (ix)   | Are you aware that failure to disclose the full amount of remuneration/agency commission payable to your Indian Agents shall render the contract void?  | YES/NO |

**Annexure-F**

**Schedule of requirement-cum-price schedule for Indigenous offer Form**

To  
The President of India  
Acting through the Controller of Stores,  
Chittaranjan Locomotive Works,

Tender No. .... due for opening on .....at ..... Hrs. We ..... hereby offer to supply the following items at quoted price within the period of delivery indicated below:

1 Item No.	2 Description	3 Specification	4 Unit	5 Qty.	6 Price per Unit	7 FOR destination	8 Total Value of the offer	9 Term s of paym ent	10 Delivery period
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**BREAK UP OF PRICE IN COLOUMN 7**

Ex. Factory Price	Excise duty	Sale Tax	Packing & forwarding charges	Any other if any	F.O.R Station of despatch price	Insurance charges	Freight upto destination	F.O.R. destination
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1. We hereby certify that we are conversant with Indian Railways Standard conditions of contract and fully understood the other instructions/conditions of this tender and have thoroughly examined specifications/drawings quoted in the 'Schedule of Requirement'. We agree to abide by above conditions if contract is awarded to us.
2. We hereby offer to supply the stores detailed above or the said portion there of as you may specify in the acceptance of the tender at the prices quoted and agreed to hold price open for acceptance for a period of 120 days from date of opening of tender, we shall be bound to communication of acceptance despatch within the prescribed time limits.
3. Earnest money for an amount equal to ..... is enclosed in the form of (a) cash receipt issued by Chief Cashier/CLW/Chittaranjan, (b) Bank draft in favour of FA&CAO/CLW, Chittaranjan(Strike out whichever is not applicable)

Date:

SIGNATURE AND SEAL OF THE TENDERER

Schedule of requirement-cum-price schedule for Import offer Form

To  
The President of India  
Acting through the Controller of Stores,  
Chittaranjan Locomotive Works,

Reference: Tender No. .... Date of Opening .....

1. We ..... hereby certify that we are established firm of manufacturers/authorized agents of M/s. .... with factories at ..... which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of Indian Railways. We hereby offer to supply the following items at the prices and within the period of delivery indicated below:

Item No.	Description	Specification	Unit	Qty	Price per unit exclusive of Agency commission F.O.B. Port country of supply (in the currency/currencies of manufacturer's country/ countries of U.S. \$ or any other currency widely used in international trade)	Ocean freight per Unit from port of despatch to Indian Port (in the same currency as in Col.6)	Agency commission per unit (in the same currency as in Col.6)	C&F Price per unit inclusive of Agency commission (in the Col.6) (6)+(7)+(8)	Terms of payment	Delivery Period	Gross Weight and dimension of package (s) per unit
1	2	3	4	5	6	7	8	9	10	11	12

1. We are agreeable to payment of Agency Commission to our Indian Agencies in Non-convertible Indian Rupees.
2. We hereby certify that we are conversant with Indian Railways Standard conditions of contract and fully understood the other instructions/conditions of this tender and have thoroughly examined specifications/drawings quoted in the 'Schedule of Requirements'. We agree to abide by conditions if contract is awarded to us.
3. We hereby offer to supply the stores detailed above or the said portion there or as you may specify in the acceptance of the tender at the prices quoted and agreed to hold price open for acceptance for a period of 150 days from the date of opening of tender, we shall be bound to communication of acceptance despatched within the prescribed time limits.
4. Earnest money for an amount equal to ..... is enclosed in the form of (a) cash receipt issued by Chief Cashier/ CLW/Chittaranjan, (b) bank draft in favour of FA&CAO/CLW, Chittaranjan (strike out whichever is not applicable)

Date:

SIGNATURE AND SEAL  
OF THE TENDERER

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

1. Tender No..... Date of Opening .....
2. Description of Stores .....
3. Name of the Firm .....

Rly.	Order No. & date	Ordered Qty	Value of Order	Delivery period		Qty supplied within		Qty due/default
				Original	Extended	Original	Extended	

SIGNATURE AND SEAL OF THE MANUFACTURER/BIDDER