

Instructions to Tenders

[Department/Division Info](#) ♦ [Stores](#) ♦ Instructions to Tenders

EAST COASTRAILWAY

OFFICE OF THECONTROLLER OF STORES

EAST COAST RAILWAYCHANDRASEKHARPUR, BHUBANESWAR-751023.

EARNESTMONEYRECEIPT PARTICULARS TO BE SPECIFIED HERE

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Tender No.

ATTENTION OF TENDERS IN DRAWN TO :

1. Instruction to Tenders : Section 1 page No.2 to page No.8
- 2.Tender conditions :SectionII & Section -III page 9 to Page No.16.
Annexure 'A' Page No.17, Annexure 'B' Page No.18
Annexure 'C' Page No.20-21.

Name of theFirm :

Address :

Firms enlisted with this Railway should indicate on the front page of Tender theirRegistration No. and date:

Tender for purchase of

To be opened at the

Office of the Controller of Stores

East Coast Railway, Chandrasekharpur, Bhubaneswar-751023.

At hours on : _____

Signature of the Tender : _____

Name of the Tender : _____

(Address) -----

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SECTION-1

INSTRUCTIONS TO TENDERERS

1. Tender must be submitted in covers duly marked with the tender number and opening date 011 the face of the cover. The cover must be sealed and they may be sent by registered post to the Controller of Stores E.Co.Rly ,Chandrasekharpur, Bhubaneswar-23, so as to reach before 3 P.M. on the day specified for the opening of the tender or they may be deposited in the appropriate Tender Box placed in the office of the C.O.S.before 15.00 hourson the day specified for the opening of the tender.Tenders delivered after that hour or at any other place will not be considered. No money should be enclosed with the tender. Tenders which are not submitted in the schedule annexed hereto are liable to be rejected.

2.No erasing alterations or over writings are permitted on the tender form. The tender with erasing, alterations or over writings is liable to be invalidated.

3. No alteration, modification or amendment will be allowed after the tender is received by the controller of stores.

4. Sales Tax and other taxes where leviable and intended to be claimed from the purchaser in addition to the rates quoted should be specified in the tenders quoting Sales Tax Registration No. in the case of Sales Tax. Where this is not done, no claim for such taxed will be admitted at a latter stage and on any ground whatsoever. The rate of Excise duty should be specified.

5.Prices are to be quoted both in words and figures and should be strictly in accordance with the units specified in the enquiries. Otherwise, quotations are liable to be passed over.

6. Tenderers must quoted a firm price. Where Price verification clauses are proposed to be invoked. These should be categorically indicated for each item of the clause.

7. For manufactured items, the tender shall give the address of their workshop where the items will be manufactured.

8. When offering IMPORTEDStores, the country ofOrigin must be clearly stated.

9. In all Tenders.....name, specification and brand of the items offered, must be stated.

10. Any reference made to this office for supply of IRS,ISS, DGS&D, RDSO Drawing or specification will be ignored as these are priced publications and are obtainable on payment from:

Manager of publications, civil lines, Delhi –For IRS, ISS & DGS &D specification.

The director of Research, Research Designs and standards Orgination, Alambagh, luknow-5 for RDSO Specifications.

11. TenderPapers;

The intending Tenderers is advised to study these Tender papers carefully. Any submission of Tender shall be deemed to have been done after carefully study and examination of the Tender papers with a full understanding of the implicating there of.The specification for the stores shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderers in his tender. Failure to adhere to anyone or all of these instruction may render their offer liable to be ignored without any reference.

12. General: All documents and entries in the tender shall be either type written or in ink, and in English. All prices shall be written both in figures and words. Tenders with rate/ unit over- written, erased or rates not expressed in words are liable to be ignored. If rates expressed in figures and words do not agree, then the higher of the two rates will be ignored.

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Clarification:

1) Any clarification required inrages to this Tender may be obtained from the Controller of Stores E.Co.Railway, Chandrasekharpur, Bhubaneswar-751 023.

II.Where stipulated, the firms may see the sample/ drawing in the office of the Controller of Stores up to 3 PM on working days.

15. Signing of Tenders:

1. Any individualsignally the tender or other documents connected there with should specify whether he is signing:

i)As sole proprietor of the concern or his attorney.

ii)As a partner or partners of the firms.

iii)For the firm per procuracy of

iv)As a director, manager or Secretary in the case of a limited Company.

In the case of firm not registered under the Indian Partnership act, All the partners or the attorney duly authorized by all of them, should sign the tender and all other connected documents.

The original document empowering the individual or individuals to sign the original partnership Deed with registration certificate, if any , in case the tenderer is firm and Memorandum and article of Association in case the Tenderer is a Company should be furnished to the Controller of Stores for verification if required.

16 .TenderForms:

Tenders not submitted in the proper Tender Forms are liable to be rejected. The Tender should be signed by the Tenderer on each page.

Deviation :

Tenders must note that deviation from the following will not normally be allowed. If however, they are required, the tenders must clearly indicate cogent reasons for deviations in dictating the reference of the particulars clauses against the following sections and the deviations offered:

Instruction to Tender Section(I)

GeneralsConditions Section(II)

Special Conditions Section(III)

Schedules to Tender

Special instructions applicable to the Tenderers not borne on this Railway's approved list of contractors.

18..Memorandum Descriptive Matter:

The Tender may, if he deems it necessary, submit on his letter head a short and concise memorandum or descriptive matter which cannot be incorporated in the schedule to Tender. The Tender shall keep the length of such memorandum or descriptive matter to the minimum.

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19.. AlternativeOffers :

Should the tender desire to offer suitable stores to all / alternative design/ specification, which in his option would improve the performance of the stores reduce initial costs or maintenance, but without altering the basic use of the Stores tendered for, the shall incorporate the alternative proposal in the tender, for the consideration of the controller of Stores/ Purchases. He shall clearly indicate, in detail, the technical and or financial advantages which would be accrue to the purchaser by the adopt in the alternative proposal.

20.. Prices :

All prices shall be in rupees and praise, in figures and words and firm without escalation. The units of rate shall be in the metric system and as indicated in the schedule to tender order no circumstances shall be unit of rate be changed or altered by the Tenderer.

Where any variation on account of Excise, Customs, Contravening duties, etc. of import assistance, is claimed, the unit price should to the indicate clearly.

i) Current duties such as customs, Contravening, etc. The particulars (Items) of the Indian Customs Tariff and other Publications on

the basis of which the duties have been computed should be mentioned.

ii) C.I.F Value Le. The amount on which duties are paid. The total items (i) and (ii) will indicate the unit price excluding Sales Tax if any.

The total unit prices shall be furnished in the "Schedule of Tender" and shall be F.O.R port of every in the case of fully imported stores and F.O.R nearest goods booking station from the manufacturer's workshop destination as required in the case of semi-indigenous stores. Tenderers if they so desire can quote on the basis of the free delivery to the consignee (S) except cases where this has been specially precluded. Even in such cases clause 20.5 will apply.

20.4 For entitlement to get reimbursement of sales Tax, the tenderer must quote his State Control Sales Tax Registration Number in the tender. Where this is done, no claim for sales Tax will be admitted at any later stage and on any ground whatsoever.

20.5 The Prices shall be inclusive of suitable packing –to withstand conditions in transit as per rules laid down in the Goods Tariff Part-I obtainable from Indian Railways Conference Association, New Delhi, and in accordance with the prescribed specification, if any, to ensure receipt of stores in good condition by the consignee.

The rate of exchange and custom duty adopted for working out the prices of imported stores, components or raw materials shall be indicated at the bottom of the schedule to tender.

In the absence of station of delivery being mentioned in the quotation of the tenders, the quotations will be taken as for free delivery to the consignee/ delivery station mentioned in the Tender Schedule.

21. Schedule to tender:

Specification etc.: The Stores offered shall comply with the specifications/ and drawings indicated in the Schedule to tender.

22..Delivery :

The tenderer shall indicate in the Tender the period in months after the issue of letter of acceptance of Tender when he would commence supply and the monthly rate at which supply would be effected and the period in months from the date of issue of letter of Acceptance of Tender when supply would be completed.

Quota Essentiality Certificates

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23.. Make:

Tenderers are requested to clearly specify at the bottom of the Schedule to Tender the name of the manufacturers, Country of Origin and Brand if any, of the Stores tendered for.

24. Earnest Money:

The tenderer shall deposited with the Chief Cashier, E.Co.Railway, Bhubaneswar-23 the sum equivalent to 2% value of quotation rounded of f to next 100/- rupees, subject to a maximum of Rs.1,00,000/- to tender as Earnest Money . The earned Money may be deposited on any working day except on the first working day of the month between 10-30 hrs. and 14-30 hrs. The earnest Money may be paid in cash or in any of the following forms.

- i) Deposit receipt or demand drafts of the State Bank of India drawn in the of the Financial Adviser and Chief Accounts Officer E.Co. Railway, Chandrasekharapur, Bhubaneswar-23.
- ii) Guarantee bond executed by the State bank of India or schedule Bank Provided the amount is within the limit approved for the scheduled bank by the Reserve bank of India in the attached form with schedule to Tender and subject to conformation in writing by the Reserve Bank of India (Annex-A) for form of guarantee bond.

NOTE :1. Cheques National Plan Saving Certificates, National Savings Certificates and Government Securities (Stock Certificates, bearer bonds, Provisory notes and cash certificates will not be Accepted.

2. The guarantee bonds are to be executed on non- judicial stamps paper.

3. In the event the Tenderer having deposited the Earnest Money in cash, the number and date of the cash receipt should be furnished in the Tenders in the space provided thereof . A Xerox copy of the said money receipt may be attached. Pay Orders, demand drafts and Guarantee bonds shall be attached to the original Copy of the tender.

No interest will be paid on the Earnest Money . It will be refunded in full to the unsuccessful Tender/ on application. In the case of the successful tenders the deposit may be retained as payment of the security deposit for due fulfillment of the contract.

In order to facilitate earlier release of Earned Money to the unsuccessful tenderers, are advised to deposit in the Form of Demand drafts.

In the event of successful tenders failing to furnish the required Security deposit within the appointed time after the acceptance of their tender, the Earnest money already deposited shall be forfeited by the purchaser.

The particulars of the Earnest Money Deposit Receipt should be quoted by the tenderer on the space provided for on the opening page of this booklet.

Deposit of Earnest money may be waived in case of Tenderers being other Railway, government Department, Small Scale Industrial Units recognized by the National Small Industries Corporation Ltd., Government of India, Manufacturers and their accredited Agent and firms borne on this Railways and DGS & D's list approved suppliers for items for which they are registered.

For the consideration of the request for wavily of Earnest money vide para above, the following will be necessary.

24.7a. Tenders registered with the Railway DGS & D must quote their registration number in the Tender indication also the items for which they are registered.

Tenders from Small Scale Industrial Units recognized by the National Small Industries Corporation should furnish evidence their recognition for the manufacture of the- items tendered for .

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Manufacturers should furnish the necessary evidence duly indicating the details of purchase orders executed by them for the items tendered accredited Accredited Agents.of manufacturers must produce the necessary certificate from their principals.

24.8 Tenderers who do not furnish Earnest Money deposit must clearly indicate in their offer as to why they have not made the Earnest Money deposit, and failure to do so , will be taken as unwillingness on their part to deposit Earnest Money. Such offer will then be considered on merits as per extent orders.

25. Income Tax Clearance Certificate.

Unless the tendering firm has been exempted by the commissioner of Income Tax from the production of Income Tax clearance Certificate valid income Tax Certificate (Proof of this exemption should be produced alongwith their quotation), they should submit their current LTCC alongwith the quotations.

In special cases for one reason or other if the tenderer has not been able to furnish the current LTCC alongwith the quotation they should confirm in their tenders their acceptance to the condition that in the event of their tender being accepted, no payment shall be made to them for the materials spitted under the contract nor shall they made a claim for any such payment unless and until their valid LTCC is produced.

firms who are registered with RDSO/Lucknow, DGS & D New Delhi other Railways , should quote their registration No. and date mentioning . The validity date of LTCC if submitted to DGS & D other Railway as well as the validity of their registration with DGS & D other Rly, or RDSO enclosing Xerox Copies of their registration certificate.

Samples :

Where samples are specifically called for alongwith the Tenders the same should be submitted by the Tenderers to the authority specified in the Tender simultaneously with the Tender, with indication in the Tender itself to that effect. Tender received without samples are liable to be rejected without further reference to the Tender. Samples should be submitted within or before the due date and time of opening of tenders separately to the sample section and should not be attached with Quotation.

26.2...Samples shall be supplied free for cost., freight paid and without any obligation on the part of the purchaser as regards their safe try and custody.

Samples shall be properly labeled and sealed.

If the samples are not destroyed in the course of testing the Controller of stores/ Purpose will advise the unsuccessful Tenderers to take the samples back at his / their own cost. In case the Samples are not taken back by the Tenderers within 15 days of receipt of

the intimation, the samples will be considered as unclaimed property and disposed of by the purposes in the manner considered fit by him.

Quota Essentiality Certificates:

A quota essentiality certificate for restricted categories of steel required, if specified in the Tender and included in the contract, may be issued to the contractor at his written request for such quality as be necessary for fabrication allowing for a reasonable wastage in fabrication. The quality of restricted categories of steel for which a quotas Essentiality certificate is required specifying the percentage of manufacturing wastage required shall be indicated by the Tenderer in the tender. Quota./ Essentiality certificate for this purpose, the Tender shall furnish a declaration in this following form in the tender.

“I/We declare that I am/ We are the manufacturers of the Stores tendered for”.

Validity:

150 days in case the Tenderers involving release of foreign Exchange from the Railway However, the Railway does not bind itself with any promise or commitment of Release / arrange Foreign Exchange.

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The tender shall remain open for acceptance by the purchase for a minimum period of 90 days from the date of opening of the Tender, during which period the Tenderer shall not withdraw his offer nor ammended, impair or derogate therefore subject to the period being extended further if required by mutual arrangement from time to time . Any contravention of the above condition by the Tenderer will lead to forgather of his Earnest Money

Tenders Address.:

Each Tenderers shall state in the tender his postal address and Telephone No. fully and clearly –Any communication sent to the Tenderer by post at the said address shall be deemed, to have reached the tenderer duly and in time , even if the communication does not reach the Tenderer at all or in time for whatever reason. Important document will be sent by Registered post.

30.. Purchaser not Bound to Accept any Tender.

The purchaser shall not be bound to accept the lowest or any Tender or to assign any reason for nonacceptance or rejection of a Tender. The purchaser reserves the right to cancel or to accept any Tender in respect of the whole or any portion of supply specified in the tender papers or to subdivide the quantum supply among different Tenders or to reduce the quantum of supply or to accept any Tender for less than the tenderered quantities without assigning any reason what so ever.

Tenders confidential :

The tenderer(Whether his tender is accepted or not) shall treat the contents of his tender private and confidential . He shall also treat the prices quoted by him as strictly confidential till the tender are opened

32.. Indian manufacturer :

Tenderers for stores of widely Indian manufacturer will be given preference over those for imported stores and those which call for import of components or raw materials only. In any case the foreign exchange requirement shall be kept down to the bare minimum.

33. Result of Tender :

The successful Tender will be advised of the decision on his tender in writing . No tender shall be deemed to have been accepted until and unless such acceptance has been noticed in writing to the Tenderer by the purchaser

34.. General Instruction for submission of Tenders.

Each Tender shall be enclosed in a sealed cover super scribed Tender No.....due for opening and addressed to the Controller of Stores, E.Co.Railway, Chandrasekharpur, Bhubaneswar-23.

The Tenders may be deposited in the Tender Box provided for the purchase at the office of the Controller of Stores, E.CO.Railway. BBSR-23. or sent through registered Post.

Each item appearing in the Schedule should be considered as a separate and distinct Tender it self.

Tenderers must furnish a performance certificate in the form attached to the Tender Schedule.

35. Firms quoting for producing of Cottage and Small Scale Industries should prominently stamp the tender with following inscriptions.

“PRODUCT OF COTTAGE SMALL SCALE INDUSTRY ”

36.. When tenders are called to a sample or sample or drawing, the firm must submit a suitable sample if their quotation is different to what is specified in the Tender, if it is not made clear in a tender that the offer, is a counter offer, it shall be presumed that the offer is exact to the sample or drawing.

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Samples will be received from firms or delivered to them only upto 3 P.M. on all working days.

Firms may be Samples and drawings in the Office of the Controller of Stores up to 3-30 PM on all working days.

38.1..Firms representative who desires to inspect drawings/ samples in this office should bring the Bulletin/Tender Letters etc. Issued from this end, otherwise they may not be permitted the facility.

Where drawings are available for sale to firms (i.e. other than IRS/ RDSO Drawing) the cost of the drawing is given in the last column of the Bulletin or in the appropriate column of the Tender Advertisement in news papers. Local firms may obtain the

drawings by depositing the value to the Chief Cashier E.CoRailway, Chandrasekharpur , Bhubaneswar-23.and producing the receipt to the LB. Section of the Office of the Controller of Stores . Firms outside Bhubaneswar may obtain them by remitting the value by money order to the Controller of Stores, E.Co.Railway, Bhubaneswar or from other office indicated in the Tender advertisement. Receiving Depot or Consignee will entertain supplier against order upto 3 PM. On all working days. In special cases , supplies will be accepted up to the closing time of the Depot.

Firms should send a copy of their Despatch Delivery / Challan to the Office of the Controller of Stores E.Co.Railway, Bhubaneswar-23 also so that the latter is aware of the latest supply position.

42... In respect of outstanding payments, all correspondence from the Firm (original and reminders) to the Chief Accounts Officer (Stores) should contain reference of the Controller of Stores Purchase Order No. and date in full , consignee's Receipt No.and date particulars of submission of Bills.

43..Firms while deputing their representatives the consignee or Depot to collect the rejected stores should see that the lower portion of the rejection advice is invariably sent. In case these advice are not to be available in their offices they should send their representatives with authorization letter wherein specimen signature of such representatives must appear.

44..If suppliers delivering heavy materials by lorries in the Stores Depot bring any implements for unloading materials must show them to the Railway Security Force at the entrance of the Depot, to establish that these are not of Railway Stores and that these are to be permitted to be taken back.

BILL :

i) In the bills for supplies against direct delivery orders, the firm must give full description of materials, make specifications etc. unnecessary correspondences and consequent delays in payment.

ii)When the firms use their own bill forms, full particulars of Controller of Stores Purchase order No.and date Consignee Depot's Receipt Note No. and date etc. must be quoted in the bills.

iii)In case of orders placed for imported stores at prices which are basically firm but subject to variation in the rate of Exchange. For prices and custom duty , firms should produce original documents showing any increase or decrease in rates and submit their bills to the Accounts Office only after obtaining an alteration advice from the Controller of Stores, Requirements as under clause 20 have to be complied with.

In case where a supplier desires payment to be made to his bank, the power of attorney executed by him in favour of the bank duly supported by deeds and documents showing the constitution of the supplier i.e.

46.i)Memorandum and Articles of Association, partnership deed, to as the case may be should be sent to FA & CAO/ Bhubaneswar to enable him to ascertain if the person or persons who executed the power of attorney in favour of the Bank have the power to do so on behalf of the firm, failing this no such request will be entertained.

In case where consignees grant qualified receipt Notes supplier should submit their Bills to accounts only after quoting reference to the RSO issued by C.O.S of avoid unnecessary correspondences.

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SECTION-II

1. Condition of Contract : :

The supply shall be governed by the Indian Railways Standard Conditions of Contract- appendix III standard Conditions of contract" and Appendix IV Additional Special conditions of Running Contracts" and as amended from time to time and as applicable on the opening date and as supplementary amended by the following special conditions in the event on any of contract, the Special conditions herein specified shall prevail.

2. In the clause under Instructions for Tender s"Special condition and General conditions" wherever there is any reference to IRS conditions of Contract A, 1-163,A2-63 and , A 3- 63, the same should be considered as superseded and reference should be made instead to I.R.S Conditions of contract Appendix III" Standard Conditions of Contract" Appendix IV Additional Special conditions of Running Contracts.

SECTION- III

SPECIAL CONDITIONS

Deviations from Conditions of Contract:

All Printed conditions of sale, contract or business or any other terms of like nature(in whatever mode of fashion they have been or are described by the tenderers) will be considered as withdrawn and inapplicable to the quotation submitted.

In these conditions , the supplier shall mean contractor and the purchaser shall mean the President of India as represented by the E.Co.Rly.

2..Security Deposit.

On receipt of the letter of Acceptance of Tender from the purchaser the successful Tenderer shall within a period of 14 days, deposit with the Bill paying authority the sum of 5% of the total value of the contract, subject to a maximum of Rs.1,00,000/- as security deposit for due fulfillment of the contract. The Security Deposit may be made on any working day, except the first working day of the month, between 10-30 hrs and 14-30 hrs. The earnest money already paid by the successful tenderer may be adjusted towards payment of the Security Deposit provided the additional amount is paid in any one of the following forms.

i) Cash

ii) Government Securities 5% below the market value.

Deposit receipt of the State bank of India.

Guarantee bonds executed by the State Bank of India or a Schedule Bank , as defined in the Reserve Bank of India Act, of 1934 and provided the amount is within the limit approved for the Schedule Bank, by the Reserve Bank of India. A written confirmation by the Reserve Bank that the Guarantee Bonds in question are acceptable will be required. In this connection please see from of guarantee Bonds" for Security Deposit Annexure "B"

Demand drafts of the State Bank of India.

A deposit receipt in the Post Office Savings Bank.
National Savings Certificates.

12 years national Defence Certificates, 10 years Defence Deposit Certificates and National Defence Bonds.

NOTE :Government securities and post Office Savings Bank Account
Shall be hypothetical and discharged in favour of President of India represented, by the Financial Adviser and Chief Accounts Officer,
E.Co.Railway, Bhubaneswar-23, and deposit receipts.

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Guarantee Bonds and National Savings Certificates, shall be in the name of the Financial Adviser and Chief Accounts Officer
E.Co.Railway, Chandrasekharapur, Bhubaneswar-23. The Tenders tendering paper securities in any of the forms specified under
items(ii) to (iii) above, shall advise the Controller of Stores E.Co.Railway, Bhubaneswar in good time regarding refund or renewal of
the paper securities in question, as the purchaser will not be responsible for any loss of interest, if timely intimation or refund or
renewal of the paper securities is not given to the purchaser.

No interest will be paid on the Security Deposit.

The purchaser shall be entitled to appropriate towards the payment due to him by the supplier in respect of an unfulfilled contract
what ever from any payment due to or from the Security deposit or both lying with the purchaser or any other Indian Railway or other
Central Government Department or the State Governments.

In case the successful tenderer fails to furnish the Security deposit within time vide 2.1 above, such failure will be deemed to be a
breach of the contract by the successful tenderer and the order will be treated as cancelled without prejudice to the right of the
Railway administration under this contract.

Security deposit may be waived in the case of other Railways, Government Department, Small Scale Industrial Units recognized by
the National Small Industries Corporation Ltd. Government of India, Controlled Stockiest duly authorized by the Iron and Steel
Controller in respect of Purchase of Settee RDSO, CLW, CORE, ICF approved sources and firms broke on this Railways list or
approved suppliers, for items for which they are registered.

For the consideration of the request for waiver of Security Deposit vide para 1 above, the following will be necessary

2.6a. Tenderers registered with the Railways must quote their registration in the Tender indicating also for which they are registered.

2.6b Tenderers from Small Scale Industrial Units recognized by the National Small Industries Corporation should furnish evidence of
their recognition by the later for the manufacture of the items tendered for.

3. Right to increase or decrease the contract quality.

3-1 The Controller of Stores reserves the right to increase or decrease the contract quantity

Qualities mentioned in the Tender schedule are subject to increase or decrease by 15%.

4.Price.

Price should be quoted in the Schedule to Tender.

Price quoted should be firm and without escalations.

In exceptional cases escalation may be allowed on prices due to :

Cost of raw materials and

Duties on materials, provided the tenderer gives in clear and unambiguous terms the formula applicable. It should be noted that , the Tenderer is responsible for the correctness of details of rates, duties, etc. given in the tender and no subsequent alteration on the ground that these details were wrongly furnished will be allowed.

Tenderers who quote rates which are not firm but which are subject to increase for any reason what so ever must clearly specify each and every reason for which they may expect an increase in price and must also state on what basis the prices they have quoted have been made and been prepared to produce documentary evidence in support of same if called upon to do so . In case where a contract or order does not specify a firm price for the supply of goods and in any case in which a subsequent increasing price is claimed by the contractor for any reason what ever the Contractor shall , if and when required to produce or cause to be produced for examination by the Railway any cost of other accounts book of any copy of or extract from any such document, and also furnish information and returns verified in such manner as may be required in any way relating to execution of his contract or relevant for

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verifying or ascertaining the cost of execution of his contract. The decision of the Railway in the question or relevance of any documents information or return being final and binding on the parties. Verification of claims against materials Price Escalation clause . In case Material price escalation clause is accepted, all claims made against this clause will be verified by FA & CAO of the Railway with reference to firm's records. For this purpose the Firm shall produce complete records , whenever called for, examination/ verification of their claims under escalation.

The prices shown in this Tender are, unless it is specially mentioned to the contrary to be incisive of the total amount of tax, sales tax, import duty , dues, freight, surcharge, marine or war risk insurance pr maim wharf age and other charges payable and if at any time between the date of the contractor's tender and the termination of the contract any new or increased tax, sales tax, import duty, dues, freight surcharges, marine or war risk insurance premia, wharfage and other charges payable shall be levied or ammended by any Government Municipality , Port, Harbour, Dock Railway or other authorities and actually incurred by the contractors in respect of the articles brought in or manufactured by the contractor to be delivered against this contract should any reduction of any amendment in the aforesaid tax, sales tax , import duty, dues, freight , surcharge, marine or war risk insurance premia, wharfage and other charges payable become operative the said price shall be proportionately reduced with immediate effect from the date of such reduction provided the contractor shall not have to pay the higher rates in respect of the articles brought in by the contractor to be delivered against this contractor before such reduction took place. The contractor will , if called upon to do so , provided the necessary proof of such fluctuations, provided that, taxes of the nature of income tax, supper tax, excess profit tax, etc. (including variations therein which are charged against profits) shall not be advanced or accepted as grounds for revision of the

said prices.

Tenderers are responsible for correctness of the rates at which the customs duty, counter moving duty (excise duty) etc. are included in their quotations and that no increase in price will be allowed on the ground that these duties originally included in their quotations were wrongly calculated at rates lower than those prevailing at the time of tendering. Adjustments due to statutory variations in the duties actually applicable will however be allowed where admissible under the conditions of contract. In the case of variation in the rate of customs duties and similar other charges, the actual amount of such duties or charges as on the date of importing of the material, to be reimbursed shall have to be supported by documentary evidence of payment of those duties other charges.

5. Higher Price of 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 the Government the difference between the contract rate and that of the lowest acceptable Tender on the basis of final price F.O.R destination including all elements of freight , sales tax, local 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 to and without prejudice to other rights under the terms of the contract.

Test Certificates:

In case tests are prescribed in the specifications it is obligatory for the successful tenderer to furnish the manufacturer's test certificates or any other test certificate specified in the tender along with the supply of stores, in the event of their inability to furnish the test certificate the cost of the test to be carried out will be to the Tenderer's account.

Unless otherwise provided, the stores applied to specification is liable to test by the Director, Government Test House, Alipore by the E.Co.Railway's Chief Chemist and Metallurgist, Kharagpur as may be decided by the Railway and should such test or tests disclose supplies as being not equal to specification laid down, the Stores shall be forthwith rejected and the costs of test, as specified in clause (a) and (b) below, subject to sub-para (ii) of clause 10 shall be paid to the Railway by the contractors or the Railway may deduct such costs from any money payable to the contractor.

Supplies rejected on test by Government Test House, Alipore, Full costs of test to be paid by the contractor to the Railway. Supplies rejected on test by the E.CoRailway's Chemist and Metallurgist, Kharagpur, cost of test shall be assessed at 10 percent of value of order or such amount may be equivalent to the charges laid down in the Government Test house Schedule Test charges which ever is less subject to a minimum charge of Rs.15.00.

Warranty

[Department/Division Info](#) ♦ [Stores](#) ♦ [Warranty](#)

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7.Quota/ Essentiality Certificate:

It is to be noted that the contractor shall be solely responsible for the procurement of restricted categories of stores and all arrangements both financial or otherwise in connection therewith . he shall insure that there is no delay on his part in submitting an

indent against the quote/ essentiality certificate to be insured to the appropriate authority as the case may be and in getting his indents planned for production/ supply. The contractor shall also be responsible for making prompt financial arrangements and payment for the supply of raw materials to the producers: etc. The fact that the purchaser has agreed to provide quota/ essentiality certificate, does not automatically imply his acceptance for suitable extension of delivery date due to contract's failure to procure restricted raw materials in time.

Where quotations are called for fabrication charges only raw materials to be supplied by Railway, the raw materials will be supplied to the successful tenderer after he has deposited the value thereof to the Railway. Receipt of intimation of acceptance of quotations and the amount involved the successful Tenderer will have deposit the amount with the Financial Adviser and Chief Accounts Officer of this Railway. The amount will be refunded to him on satisfactory completion of the contract. Fabrication charges quoted by the tenderer will include transport charges for carriage of raw materials from the place of business of the tenderers to the place O level as per terms of the of the contract. Successful tenderers will also be required to execute indemnity Bond for proper custody for the materials supplied by the Railways.

8. Delivery:

Unless otherwise agreed, the delivery period will be counted from the date of issue of the acceptance letter issued by the purchaser. Ex- stock delivery will mean delivery within 20 days from the date of receipt of the order in cases it will mean 10 days.

Inspection will be undertaken by the D of 1, RITES or the RDSO or the Railway themselves as decided by the Railway. Unless otherwise stated, it will be presumed that the firm no objection for nominating of any one of these agencies.

In respect of these Acceptance of Tenderers wherein inspection by 0 of 1 have been stipulated, or where inspection at the seller's premises, the seller should notify the inspecting authority the availability of materials for inspection of least 20 days before the delivery date with copies of such intimation letter to the consignee and the buyer. In case where the inspecting authority delays the inspection by more than 10 days from the date of notification of deliver date in the contract, it will be deemed to be extended without penalty, LID by the period in excess of 10 days.

All articles ordered are subject to inspections test and approval by an officer of this Railway, irrespective of an other inspection indicated in the purchase order. Supplies to be below the standard called for will be rejected and onward freight if paid by the Administration will be recovered from any money due to the supplier and the Controller of Stores will be at liberty to cancel the order and purchase it at the risk and cost of the defaulting supplier.

For purpose of despatch as provided for in the contract the seller should arrange to offer his goods for booking by complying before the expiry of the –delivery date under advice to consignee buyer. In such a case if booking offer by the Railway is delayed beyond 10 days the delivery date will be deemed to be extended without 1.0. and penalty to the extent of delay in securing the booking in excess of 10 days on production of papers showing sellers stops towards booking of goods and SM's Certificate regarding delay in booking.

The contractors shall supply at their own expenses all packing cases kegs, bags, drums, etc. required for the purpose of packing and these will not on any account be returned to the contractors unless so provided for the contract. Contractors must also agree to accept weighment obtain on the E.Co.Railway beam scale a weighbridge contractor's representatives may witness each weighment. Delivery if Stores will not be consider complete until such stores or such portion thereof are inspected and passed by a representative of the Railway.

No materials are to be brought to site or delivered on Sunday without written permission of the Controller of Stores.

9. Warranty:

Contractor shall warrant that everything to be furnished hereunder shall be free from all defects and faults materials, workmanship and manufacturer and shall be of the highest grade and consistent with the established and general accepted standards for materials of the type ordered and all in full conformity with the contract specifications, specification drawing samples, if any and shall if operable properly.

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This warranty shall survive inspection of payment for a acceptance of the goods, but shall expire 24 months after their delivery at ultimate destination in India, or 18 months from the date of placing in Service at ultimate destination in India which ever shall be earlier except in respect of complains, defects and / or claims notified to the contractor within 4 months of such date. Any approval of acceptance by the purchaser of the stores or of the materials incorporated herein shall not in anyway limit the contractor's liability. The contractor's legality in this respect of any complaints defects and / or claims shall be limited to the furnishing and installation of replacement parts free of any charge, or the repair of defective parts only to the extent that such replacements or repairs attributable to or arise from faulty workmanship or material design in the manufacturer of the stores, provided, defects are brought to the notice of contractor within 4 months of their being first discovered during the guarantee period and 4 months from the date of expiry of warranty period or at the option of the payment of the value expenditure and damages as hereafter mentioned.

The contractor shall , if required, replace or repair the goods or such portion thereof as is rejected by the purchaser free of cost of the ultimate destination or at the option of the purchaser, the contractor shall pay to the purchaser value thereof at the contract price and such other expenditure and damages as may be arise by reason of the breach of the condition herein specified.

All replacements and repairs that the purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by contractor promptly and satisfactorily within 3 months . If the contractor so desires, the replaced parts can be taken over them his or their his representative in India for disposal as they /he deposes fit within a period of three months from the date of replacement of goods/ parts. At the expiry of this period, no claim whatsoever, shall lie on the purchaser.

The warranty herein contained shall not apply to any materials which shall have been repaired or a termed by the purchaser or on his behalf in any way without the consent of the contractor so as to affect its strength, performance of reliability or to any defect to any part due to misuse, negligence or accident.

Clause on final payment in warranty cases:

For procure of plant, machinery and equipment where the suppliers are required to accept Railway's standard warranty clause to indemnify the Railway from all defects and faults in materials workmanship and manufacture .

The mode of payment will be as under.

An amount not exceeding 90% of the price of each consignment shall be paid on actual delivery or proof of despatch of stores to the consignee and on production of an inspection certificate issued by the Inspecting Officer. The original Railway Receipt should be furnished along with the bill.

b) The balance 10% will be paid on receipt of consignment in good condition by the consignee with the certificate to that effect endorsed on the copy of the inspection certificate which shall accompany the bill submitted by the supplier subject to the supplier furnishing a Bank Guarantee to cover the warranty period (Preform for BIG at Annexure-C)

The decision of the General manager, Controller of Stores E.Co.Railway, Chandrasekharpur/ Bhubaneswar in regard to the contractor's shall be final and conclusive.

10. Rejected Stores.

10-1. The contractor will be advised by the purchaser or his nominee of the rejection of any stores with instructions to remove the rejected materials with 14 days from the date of communication of therejection failing which the Railway's responsibilities will cease and after that time they will remain at contractor's entire and if not removed before a further period of 7 days ground rent will be charged at the rate of Rs.1/- per day or one or more articles over 250 kg. Or demurrage at goods Tariff rates the case may be or book the materials to the contractor freight to pay without any further reference, If in the opinion of inspecting officer, the materials not worth returning the same will be thrown away or destroyed without affording any credit to the firm.

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Further, in the case of stores or materials delivered to the Railway receiving Depots or F.O.R Station of despatch of F.O.R destination station and the supply consigned at the public tariff rates of freight payable by the consignee rejected on arrival at destination. It shall be rebuked to the supplier at Similar Station or the contractor's siding 'freight to pay' at public tariff rates of freight subject to tariff rules in forces at the time of bookings.

If the rejected supply is not required to be replaced, the freight paid by the Railway on the original consignment shall be recovered from the contractor bill.

If the rejected supply is not required to be replaced, the replacement consignment shall be booked by the contractor Freight Paid at public tariff rates of freight subject to tariff rules in force at the time of booking., no recoveries in respect of freight in the original booking being made from the contractor in such cases.

Should the contractor wish to dispute the accuracy of test he must do so within seven days of receipt by him or copy of test certificate from the Railway. If re-test is agreed to by the railway sealed sample from supplies signed by the Controller of Stores or his representative and the contractor or his representative shall be sent to the Director Government Test House, Alipore, whose test report shall be consigned and the materials in question will forthwith be returned to the Railway by the contractor as laid down in clause-8.

Cost of re-test , should re-test be agreed to by the Railway will be charged to the contractor in accordance with the Government Test House Schedule of Test House and shall not be subject to any percentage of minimum charges referred to in clause 6 (b) above should such re-test confirm results of the original test and shall not be paid to the contractor by the Railway or the Railway may deduct such amount from any money payable to the contractor.

Should result of re-test prove the original test to be incorrect the contractor shall ipso facto , be exempted from payment of cost of original test as provided in clause-6 (a) and (b).

Rejected material under dispute will be held in custody by the Railway pending final settlement of the dispute. The Railway however, accepts no responsibility or liability for loss, damage or deterioration which may result there from..

11. Imported Stores:

Remittance to foreign suppliers- the tenders should note that the , remittances to their foreign suppliers will be permitted only in the

national currency of such foreign suppliers.

Exchange rate variation –if the tenderers are desirous of quoting any exchange variation clauses the clauses will be as follows:

“ Rupees- Sterling variation: The price quoted are based on rate of exchange of Rs.11- equal toand no adjustment will be made, provided the rate of exchange ruling at the time payment is made does not vary beyond the limits of 1% in the event of a greatervariation, prices quoted are subject to adjustment up or down in accordance with the Calcutta Exchange Banks Association T.T rate of exchange ruling on the date of payment is made by the firm to their principles. It may however be noted that the exchange variation, if any will apply only to that proportion of the F.O.R price which is required to be remitted to the firm’s principal in sterling.”

Insurance – Insurance charges included by the tenderer in his quotation should cover not only risk in transit while at sea at also risk in transit from warehouse to warehouse in India.

Import Licence- Tenderers should note that the purchasers dose not undertake to grant an Import Licence required from the supply of stores detailed in the tender and that the accepting of any tender shall not imply such an undertaking on the part of the purchaser request from the successful tender for recommendation of his application for the grant of an import licence, may however be considered.

Assistance of Import Licence- If assistance for the procurement of Import Licence is promised to the successful tenderer at the time of placement of the order by this administration the successful tenderer should submit his import licence application, addressed to the Chief Controller of Imports New Delhi complete in all respects to this office within 10 days from the date of receipt of the acceptance of the tender to enable this administration to forward the same to the competent authorities for arranging issue of Import Licence. The application should be in the prescribed form and accompanied by the treasury receipt of the prescribed amount as per exist rules by forwarding the sellers application for import licence the purchaser does not undertake any liability for delay, etc. Ultimate responsibility to fulfill the contract will be of the seller’s.

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Submission of documents: The documents detailed below should be submitted by the supper to the Finance Directorate of Railway Board, New Delhi/ FA & CAO E.Co.Railway, Chandrasekharpur, Bhubaneswar as may be directed by the purchasers.

i) Foreign supplier’s invoice, original or typed certificate copy.

ii) Banker’s certificate of remittance of the amount by the supplier to his principals abroad indicating clearly the currency of payment.

iii) Evidence of shipment- A copy of the bill of lading, pertaining to the shipment of goods included in the invoice and freight bill or a certificate in the absence of freight bill indicating the freight paid on the consignment.

A copy of claim bill submitted to the Accounts Officer concerned marked Paid” for the goods supplied. The amount of sales tax should be indicated distinctly on the claim bills, No.S.T. is applicable on imported Stores.

In case of quotations on forward deliveries subject to assistance for grant of import licence, tenderers will have to submit the following information duly signed, with the tender, Rupees-Doller/Rupee- Swise Finances: The prices are based on a rate of

exchange of 100, Swiss Fr. 100 Rs.....accounting to the Calcutta Exchange Banks Association, T.T rate of Exchange approved by the Reserve Bank of India ruling on(Date of quotation). In the event of a variation in the above rate on the date on which payment is made by the Firm to their principals, the prices will be subject to adjustment (up or down). It may however, be noted that exchange variation, if any , will apply only to that portion of F.O.R. Principles in Dollars/Swiss Francs.

NOTE : The remittance by the India Supplier/ Agent to their overseassuppliers / principles/through Bank should be ensured as early as possible but not latter than 15 days from the date the firm receives payment from the Railway. No claim what soever for variation in Exchange Rate arising directly or indirectly from payment made after this date, will be entertained by the Railways”

As regards other currencies , Tenderers arerequired to quote their rates based on the par value as accepted, by the International Monetary Fund prevalent at the time oftendering. The tenderers should note that no variation shall be allowed if such variation from the par value of the currency is within the limit of + 1 %.

The tenderers should furnish the rate of exchange in respect of currencies mentioned at (b) and (c) prevalent on the date of quotation as per the standard exchange variation clause given above

To facility scrutiny of claims arising out of the above clauses, Tenderers are required to Indicate clearly in their quotation the C.I.F. components of the F.O,R prices quoted by them which are subject to Exchange variation.

SHIPPING:The successful tenderer will have to arrange shipment in consultation with theSecretaryShipping Coordination Committee of the Department of Transport, New Delhi, or his nominee by the vessel belonging to the members lines of U.K/ Continental- India/ PakistanConference.

Sea- freight , Marine insurance, war risk insurance variations- claims for variation in Sea Freight, Marine Insurance and wariest insurance are not acceptance.

Ref.....Tender No.....

Date.....Due on

Our quotation is on forward delivery , subject to assistance for grant of Import Licence, the following additional information is furnished to enable you to release necessary foreign exchange.

C.L.F.value in Indian Currency.....

Customsdutyat

Landing, Clearance, profit etc.....

Totalvalue of quotation

Country of origin.....

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In case of actual C.L.F as per bill of entry is lower than the quoted C.L.F by more than 5 percent the price will be based on the actual C.L.F .The bill of entry will be sent along with the bills certification of C.L.F rate which will be returned by the AccountsOfficer of the consignee to us after passing the bill for payment.

12.1... Firm should quote on FOR or free to Destination price. In case they quote Ex- Godown price they should invariably indicate the total freight charges Ex.their works/godown to destination . In the event any offers do not specifically record to any thing about the F.O.R condition, in their offer it will be assured that their offer is F.O.R destination. This assumption will be final and binding on the offer and will not be subject to any legal dispute or arbitration in future..

Tenderers should clearly indicate the exact rate of sales tax and excise duty applicable(even if included in the rate quoted) along with their sales tax registration number . If excise duty or sales tax is not quoted in the offer, the same will not be paid by the purchaser.If concessional excise duty based on the turn over is applicable at the time of quoting and the tenderers wish that actual excise duty as applicable at the time of supply should be paid, than the tenderers should clearly indicate that Earnest Deposit will vary based on the slabs of turn over and they should indicate the upper ceiling limit of E.D. payable. In that circumstances, offers will be evaluated and the interest positions of the tenderers will be arrived at on the basis of such upper ceiling limit of E.D. or if they quote "E.D. at Actual " then the tenders will be evaluated based on the basis of maximum rates of E.D. applicable for that item. In case variation of E.D on account of increase of the turn over is claimed in the offer, the purchase will not admit any increase in E.D. due to turn over.

12-2...If tenderers quote a lower excise duty rate due to misclassification of the goods under Excise Tariff Rules, the . .purchaser will not pay increased ED payable due to such misclassification.

12-.3..Vague offers regarding excise duty (like ED as applicable extra at the time of supply) without giving the above information are liable to be loaded with maximum applicable rate of E.D for that item for the purpose of evaluation and intense ranking.

The MODVAT benefits where applicable shall be passed on the purchaser.

Where-ever material spoken is with copper bearing firm may also quote material without copper bearing indication IRS IS Spoken. It means firm may quote for both speed. However, Railways reserve the rights to purchase the materials with any of these spoken, without signing any reasons.

Firms are advised to note that 98%, 95%, 90% advance payment against proof of despatch will not be acceptable. Only 100% payment against R Note/Receipt and acceptance of materials will be allowed. Therefore, please note that in case firm quote their offers with payment terms 90%, 95%, or 98% advance the Railway's have their secretion for passing over their offer without any further reference to the .

All bills for stores supplied will have to be made out on the E.Co.Railway's bill forms which will be supplied gratis on an application to the Controller of Stores, E.Co.Rly, Chandrasekharpur, Bhubaneswar.

The decision of the General Manager of the E.Co.Railway, shall be final binding and conclusive to all the parties to this contract on all questions relating to the meaning at the specifications.

The Railway will not be bound by any power of attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract it may however recognize such power of attorney and changes after obtaining proper legal advice the cost of which will be chargeable to the contractor.

Acknowledgement of orders must be made immediately.

TENDERERS TO GIVE XEROX COPY OF PURCHASE ORDERS OF SIMILAR ITEMS RECEIVED BY THEM FROM ANY RAILWAY OR OTHER GOVT. ORGANISATION.

Signature of the Tenderer

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ANNEXURE-A

PreformWARRANTY GUARANTEE BOND

BANKER'S GUARANTEE

In consideration of the President of India (hereinafter called lithe "Government") having agreed to accept from.....

.....
[Hereinafter called "the said Tender(s)"] earnest money in the form of Guarantee Bond, under the terms and conditions of Tender dated..... in connection with

.....(There in after called lithe said "Tender"), for the due observance by the said Tender of the stipulate to keep the offer open for acceptance for a period of days from the date of opening of tenders, 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 on production of 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 for fruiter 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.

Datedthe day of

for Bank Ltd.

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ANNEXURE-B
GUARNATEEBOND

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
the 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,(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 our 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 (Indicate the name of the bank)
hereby undertake to pay the amounts due and payable under this guarantee without any dirtier, merely on a demand from the
Government stating that the amount claimed is due by way of loss of damage caused to or would be caused to or suffered by the
Government by reason of breach by the said contractor(s) of any of the terms or conditions containedin 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 inclusive 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, undertake to pay to the Government any money so demanded not withstanding 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 or our liability for payment there under and the contractor(s)
supplier(s) shall have no claim against us for making such payment

4. We,..... further
(Indicate the name of the bank)
agree that the Guarantee herein contained shall remain in full force and effect, during the period that would be taken for the
performance of the said agreement and that itshall continue to be enforceable till all the dues of the

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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 have been fully paid properly carried out by the said contractor(s) and accordingly discharges this Guarantee. Unless demand or claim under this Guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this Guarantee thereafter.

5. We,

(Indicate the name of the bank)

further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extent 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 for bear to 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 commission on the part of the Government or any indulgence by the Government to the said contractor(s) or for any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, lastly

(Indicate the name of the bank)

undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated the Day of.....20....

For

(Indicate the name of the bank)

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PROFORMA OF BANK GUARANTEE FOR 10% CONTRACT VALUE TOWARDS WARRANTY GUARANTEE

**To
The President of India,
Acting through the Controller of Stores,
East Coast Railway, Chandrasekharpur,
Bhubaneswar-23
India.**

Sub: Guarantee No..... for
(Amount covering equipment 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 herein after referred to as the "Government" . Nos. of(give description) as per contractNo. date.....(hereinafter called "the said contract")

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10% of the value of the stores would be made provided that the Sellers furnish to the Purchaser a Bank Guarantee form a recognized bank, acceptable to the Purchaser for 10% 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 of an amount representing 10 percentage of the value of the said contract which you have agreed to accept/.

4. That in consideration of promises and at therequest of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other pace as may be determined by you forth with on demand and without any demur, any sum up to a maximum amount..... Rupees representing 10 percent of the value of the stores dispatched 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 controlled 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
M/s.....

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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 here under.

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 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 of our liability for payment there under and the Sellers shall have no claim against us for making such payment.

8. This bank guarantee comes into force when the balance ten percent of the value of the stores, shipped per Vesselvide Bill of loading 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 upto i.e., for Months counted from the date of placing the stores in service, and shall continue to be enforceable for further 12 months i.e., upto(date), herein state 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..... Signature

Place..... Printed Name

Witness: Designation :

(Bank's Common Seal)
