NORTHEAST FRONTIER RAILW AY

Tender No		Date		. at hours	
to be opened at the	Office of.				
Sold to M/s,					
	INSTRUCT	CIONS TO	TENDERE	ERS	
		Earnest Mon	ey to be		
		Deposited R	S		
		(attach Recei	pt here)		
		Signature of	Tenderer		
		Name & Ad	ldress		
		(in Block Let	tters)		

N.F.RAILWAY

INSTRUCTIONS TO TENDERER

1. General.

- 1.1 The Controller of Stores, Northeast Frontier Railway, Guwahati-781011 (hereinafter Called Controller of Stores) on behalf of the President of India invites tenders from established and reliable manufacturers or their authorized agents for the supply of Stores asset forth in the schedule.
 - 1.2 The tender papers are contained in the tender booklet and consist of:-
 - (a) Cover Page.
 - (b) Instructions to tenders.
 - (c) General Conditions.
 - (d) Special Conditions.
 - (e) Schedule.
 - (f) Performance statement.
 - (g) Annexure'A' & 'B' showing proforma for guarantee bond.
 - (h) Envelope for returning the tender documents.
- 1.3 The tender shall be enclosed in the sealed envelope, superscribed. "Tender No............." In one line and addressed to the Controller of Stores, Northeast Frontier Railway, Maligaon, Guwahati-781011. The entire tender booklet should be returned intact.
- 1.4 The tender may be deposited in the tender box provided for the purpose at the office of Controller of Stores or sent through registered post.
- 1.5 The closing time for submission of tender is 14.00 hrs. on the opening date. Tenders will be opened at 14.15 hrs. in COS Office on the same date in the presence of the tenderers or their authorised representatives who may wish to be present.
- 1.6 In case the tenderer is not interested to quote, the tender documents shall be returned by him with his remarks before closing time of tenders.
- 1.7 The intending tenderer is advised to study the tender papers carefully. Any submission of tender shall be deemed to have been done after carefully study and examination of the tender papers with full understanding of the implications thereof.

- 1.8 No tenders shall be entertained from any party in his private capacity who is directly or indirectly connected with Government service.
- 1.9 Prospective bidders/tenderers can download the tender documents from N.F.Rly's website http://cosnfr.tripod.com, http://10.42.2.34(Rail-net). However, tenderers submitting their offers on such downloaded tender documents should take note of the following conditions also:-
- 1.9.1 The tenderers submitting the offers on the tender documents downloaded from the Internet should enclose the requisite cost of tender documents along with their tender failing which such tenders should be summarily rejected.
- 1.9.2 The mode of payment towards cost should be either in form of Demand Draft or IPO DRAWN in favour of FA & CAO/N.F.Railway/Maligaon.
- 1.9.3 Tenderers/firms who are found to be indulging in changing/adding or deleting the contents of the tender documents will be liable to face action as per extant instructions which could be removal from the approved list, banning, suspension of business dealings etc.
- 1.10 Failure to adhere to any or all these instructions may render the tender to be ignored without reference to the tenderer.

Purchaser not bound to accept any tender.

1.11 The purchaser shall not be bound to accept the lowest or any tender, or to assign any reason for non-acceptance 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 of supply among different tenderers to reduce the quantum of supply or to accept any tender for less than the tendered quantities without assigning any reason whatsoever.

2. Drawings, Specifications & Samples.

- 2.1 IRS,IS,DGS & D specification and Drawing will not be supplied by the Controller of Stores. These are priced publications and may be obtained on payment from:-
 - (i) IRS,DGS & D Specification from the Controller of Publications, Civil Lines, Delhi 110054 or their regional offices.
 - (ii) IRS Drawings, RDSO Specification from Director Research, R.D.S.O., Manaknagar, Lucknow 226011.
 - (iii) IS Specification from:-Bureau of Indian Standards, Manak Bhavan,9, Bahadur Shah Zafar Marg.New Delhi 110007, or their regional officers.
- 2.2. N.F.Railway Drawings and Specifications can be obtained on payment from Controller of stores where stipulated. These Drawings/Specifications and samples can also be seen in the offices of the Controller of Stores, and Assistant Controller of Stores, N.F.Railway, 11 Convent Lane, Calcutta-15 (hereinafter called ACOS Beliaghata) on any working day during office hours.
- 2.3 Any clarification required in regard to the tender may be obtained from the Controller of Stores.

- 3. Qualifying Requirement of Tenderers.
 - 3.1 Manufacturing Capacity.
- 3.1.1 The tenderer shall provide a satisfactory evidence acceptable to the Purchase r to show that (a) he is a licenced manufacturer, who regularly manufactures the Stores offered and has adequate technical knowledge and practical experience;
- (b) he has adequate financial stability and status to meet the obligation under the Contract; (c) he has adequate plant and manufacturing capacity to manufacture the stores offered within delivery schedule offered by him and (d) he has established quality control system and organisation to ensure that there is adequate control at all stages of the manufacturing process.
- 3.1.2 For purpose of para 3.1.1. the tenderer shall additionally submit a performance statement as in annexure 'C' giving (a) list of major supplies effected in the recent past of the Stores offered by him, giving details of the purchaser's name and address, order No. and date and Quantity Ordered and supplied and whether the supply was made within the delivery schedule, and (b) a statement indicating details of staff & equipment employed, quality control measures etc.
- 3.1.3 Tenderer not submitting the requisite information may note that his offer is liable to be ignored without further reference to him.
- 3.1.4 Offers are required from actual manufactures of Stores or their authorized agents, who shall submit a letter of authority from their Principals. Offers from agents, brokers and middlemen may not be accepted.
- 3.1.5 Tenders for Stores of wholly Indian Manufacture will be given preference over those for imported Stores and those which call for import of components or raw materials only.

3.2 Earnest Money

- 3.2.1 The tenderer shall deposit with the Chief Cashier, N.F.Railway, Guwahati-781011 the sum specified in the schedule to tender, as earnest money, 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:-
- (a) Deposit receipts at call. Pay Orders, Demand Drafts of State Bank of India or any of the Nationlised Banks drawn in the name of the FA & CAO, N.F.Railway., Maligaon, Guwahati-781011
- (b) Guarantee Bonds in the attached from (see Annexure 'A') executed on non-judicial stamp paper by the State Bank of India or any of the Nationalised Bank or by a scheduled Bank (provided the amount is within the limit approved for the scheduled bank by the Reserve Bank of India and subject to confirmation in writing by the Reserve Bank of India).
- *Note:* 1. Government securities, Stock Certificate, Bearer Bonds, Promissory Notes, Cash Certificates etc. shall not be accepted as earnest money.
 - 2. In the event, the tenderer has deposited the Earnest Money in cash the number and date of the Cash Receipt shall be furnished in the offer letter in the space provided thereon. The Money Receipt issued by the Chief Cashier, N.F.Railway, must be att ached to the tender without which no tender will be considered.
 - 3. Pay Orders, Demand Drafts, Receipts and Guarantee Bonds shall be attached to the original copy of the tender.

- 3.2.3. No interest will be paid on the Earnest Money. It will be refunded in full to the unsuccessful tenderer on application. In the case of successful tenderer, the deposit may be retained as part payment of the Security Deposit for the fulfillment of the Contract.
- 3.2.4. The Earnest Money is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 3.2.5. In order to facilitate early release of Earnest Money to the successful tenderers, tenderers are advised to deposit it in the form of Demand Drafts.
- 3.2.6 Tenderers who do not furnish Earnest Money deposit must clearly indicate the reasons for not lodging it. Failure to do so will be considered as unwillingness to lodge the Earnest Money deposit.
- 3.2.7. Firms on the approved list to the N.F.Railway as well as that of the DGS & D/New Delhi, and /or NISC can be exempted from payment of the Earnest Money deposit for the items for which they are registered provided they furnish their registration number with this Railway or attach photo copies of registration letter issued by the DGS & D or NSIC.

3.3. Income tax Clearance Certificate:

The Tenderer shall enclose with his Tender a valid Indian Income Tax Clearance Certificate issued by the appropriate Income Tax Officer under his seal, which will be returned when done with, without which the tender is liable to be rejected. In case of new firm or firms which have no taxable income, a sworn affidavit to that effect, duly countersigned by the Income Tax officer shall be furnished. The firms held on the approved list of the Railway and who have already submitted a valid I.T.C.C. in this Railway may refer to their registration Number with the Railway and indicate OUR tender reference (if any) and also their letter reference under which I.T.C.C. was sent.

4. Submission of offers.

- 4.1 All documents and entries in the tender shall be either typewritten or written neatly in indelible ink. The language used must be clear and precise.
- 4.2 Each tenderer shall state in the tender his postal address fully and clearly.
- 4.3 The tenderer may, if necessary, submit on his printed letter head a short and concise memorandum or descriptive matter which could not be incorporated in the Schedule.
- 4.4 The tender should be signed by the tenderer on each page including the cover page of the tender booklet. Tenders not submitted in the proper tender form are liable to be rejected.
- 4.5 The person signing the tender or other documents connected therewith should furnish his name and specify whether he is signing:-
 - (a) As a sole proprietor of the concern or his Attorney.
 - (b) As a partner or partners of the firm,
 - (c) For the firm per procuration or
 - (d) As a Director, Manager or Secretary in the case of a Limited Company.

- 4.6 In the case of firm not registered under the Indian Partnership Act, all the partners, or the Attorney duly authorised by all of them, should sign the tender and other documents.
- 4.7 The original document empowering the individual or invidividuals to sign, the original Partnership Deed with Registration Certificate, if any, in case the tenderer is a firm, and Memorandum and Articles of Association in case tenderer is a Company, should be furnished for verification, if required.

5. Compliance with Tender Specifications and Conditions.

- 5.1 The specifications for the Stores shall be deemed to have been accepted unless otherwise specifically commented upon by the tenderer in his tender.
- 5.2 Tenderers must note that deviations from the terms and conditions given in the tender papers will not normally be allowed. If, however they are required the tenderers must clearly indicate cogent reasons for deviations including the reference of the particular clauses against the followings in the deviations offered:-
 - (a) Instructions to tenders.
 - (b) General conditions.
 - (c) Special Conditions.
 - (d) Schedule.
- 5.3 All printed conditions of Sale/Contract Business or any other terms of like nature (in whatever mode or fashion they have been or are described by the Tenderer) shall be considered as withdrawn and inapplicable to the quotation submitted.
- 5.4 Should the tenderer desire to offer suitable Stores to an alternative design specification on which, in his opinion, could improve the performance of stores, reduce initial cost or costs of maintenance, but without altering the basic use of the Stores tendered for, he shall incorporate an alternative Proposal in the tender for consideration of the Purchaser. He can clearly indicate in detail the technical and/or financial advantages which would accrue to the purchaser by the adoption of the alternative proposal. Certificates from users who have used Stores to alternative design be attached.

6. PRICES:

- 6.1 All prices shall be stated in rupees and paise, in figures as well as in words and shall be FIRM and not variation.
- 6.2 The Unit of rate shall be as indicated in the Schedule. Under no circumstances, shall the Unit of rate be changed or altered by the tenderer.
- 6.3 Tenders with rate/Units over-written, erased, altered in any manner 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.
- 6.4 Sales tax, if applicable, should be quoted extra including the current rate. For entitlement to get reimbursement of Sales Tax, the tenderer must quote his State/Central Sales Tax Registration number in the tender. Where this in not done, no claim for Sales Tax will be admitted at any later stage and on any ground whatsoever.

- 6.5 Prices shall be inclusive of suitable packing as laid down in Clause 18.00 of the IRS conditions of Contract.
 - 6.6 Excise Duty should be shown separately, if applicable, and duly indicating the current rate.
- 6.7 Where prices call for fabrication charges only i.e. Raw Materials will be supplied by the Railway, the Raw Materials will be supplied to the successful tenderer after he has paid the value thereof to the Railway. On receipt of intimations of Acceptance of Tender and the amount to be deposited, the successful tenderer shall deposit the amount with the Financial Advisor and Chief Accounts Officer/N.F.Railway, Guwahati-11. This amount will be refunded to him on the satisfactory completion of the Contract. Fabrication charges quoted by the tenderer will include transportation charge or carriage of Raw Materials from the Stores Depot where they are stocked to the tenderer's place of business and also for the fabricated materials from the place of business of the tenderer to the station of despatch/destination station.
- 6.8 In exceptional case, escalation may be allowed on the Prices of raw materials. The complete basis of price variation, including the current prices of raw materials with authority of the same, based on which tender has been submitted and the period after which the effect of changes in the parameters included in the Price Variation Clause shall be applicable must be clearly stated & the tenderers will also be required to furnish documentary evidence duly supported by their internal auditors who should be Chartered Accountants
- 6.9 The price to be quoted by the tenderers, should take into account the credit availed on inputs under the MODVAT Scheme introduced w.e.f. 1st March, 1986. The tenderers should give a decla ration that any set offs in respect of duties on inputs as admissible under law is being totally and unconditionally passed on to the purchaser in price quoted by him.
- 6.10 The tenderers who intend to quote on FOR destination basis, while quoting for such of the goods as attract Excise Duty on advalorem basis will take note of section 4(2) of the Central Excise & Salt Act, 1944 as amended and indicate the element of transportation and insurance, if any, included in their FOR destination rate, otherwise the purchaser shall estimate the freight element involved

7.0 Delivery Schedule.

- 7.1 The tenderer shall indicate in the tender the period in months (to be counted from the date of receipt by the tenderer of the Acceptance of Tender) when he would commence supply and the monthly rate at which the supply would be effected and the period in months when the supply would be completed. This delivery should conform to the required delivery wherever so indicated.
- 7.2 Ex-stock delivery will mean delivery within 20 days from the date of receipt of order in cases where inspection at firm's premises has been stipulated and in other cases it will mean 10 days.
- 7.3 It should be noted that if a Contract is placed on a higher tender in preference to the lowest acceptable offer, in consideration of offer for earlier delivery, the Contractor will be liable to pay 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 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 and with out any prejudice to the Railway's other rights in terms of the Contract.

7.4 Delivery period quoted should be specific in terms of Quantities/installments. Ambiguous delivery period such as "1000/5000 Nos. per month" "2/16 weeks from the date of receipt of order" should not be mentioned in the offer being submitted.

8. Inspection.

8.1 The Stores will be subject to inspection by the Rail India Technical and Economical Services Limited/Directorate of Inspection of DGS &D/RDSO as may be determined by the Purchaser.

9. Payment Terms and Procedures.

- 9.1 System of payment shall be as described in clause 23.00 of IRS Conditions of Contract.
- 9.2 Tenderers may please note that payment through Bank will be less convenient for them in addition to being slow. In case such payment is insisted upon, the Contractor must furnish duly executed power of Attorney in favour of Railways banker i.e. State Bank of India, Maligaon, Guwahati -781011 in a form acceptable to the FA & CAO and Law Officer of this Railway. The Power of Attorney should authorise State Bank of India to receive payment on behalf of the Contractor and give receipt there of before any actual payment is made. All Bank charges to be incurred in this connection shall be borne by the Contractor.

10 Samples:

- 10.1 Where samples are specifically called for along with Tender; the same should be submitted by the Tenderer to the authority specified in the Tender simultaneously with the Tender but certainly before the date & time of closing with indication given in the Tender itself to that effect. Tenders received without samples are liable to be rejected without further reference to the Tenderer.
- 10.2 Samples shall be supplied free of cost, freight paid and without any obligations on the part of the purchaser as regards safe transit and custody.
- 10.3 Samples shall be properly labeled, sealed signed and tagged with the Material itself quoting tender reference and due date on the labels etc. For advertised tender, Calcutta firms may however, send sample through ACOS/BLST and indicated it in the tender.
- 10.4 If the samples are not destroyed in the course of testing, the purchaser will advice the unsuccessful Tenderer/s to take the samples back at his/their own cost. In case the samples are not taken back by the Tenderer/s within 15 days of receipt of the intimation, the samples will be considered as unclaimed property and disposed of by the Purchaser in the manner considered fit by him.

11. Validity.

The Tender shall remain open for acceptance by the Purchaser for a minimum period of 90 days from and extending date of opening of the Tender, during which period, the Tenderer shall not withdraw his offer nor amend, impair or derogate therefrom subject to the period being extended further if required, by the mutual agreement from time to time. Any contravention of the above condition by the Tenderer will lead to forfeiture of his Earnest money.

11. GENERAL CONDITIONS

1. Conditions of contract.

The supply shall be governed by the Indian Railway Standard Conditions of contract as amended from time to time and as applicable on the date of issue of tender and as supplemented by the following special conditions.

III Special Conditions.

1. Security Deposit.

- 1.1 The Security Deposit as per clause 0500 of the IRS conditions of Contract 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.
 - 1.2 The Security Deposit should be paid in the manner prescribed below:-
 - (i) A deposit in cash
 - (ii) Government securities at 5% below the market value.
 - (iii) Deposit Receipt, Pay Orders, Demand Draft and Guarantee Bonds of State Bank of India or any Nationalised Banks.
 - (iv) Deposit Receipt, Pay Orders, Demand Drafts and Guarantee Bonds issued by all Scheduled Commercial Banks.
 - (v) A deposit in the Post Office Savings Banks.
 - (vi) National Savings Certificates.
 - 12 Years National Defence Certificates.
 - 10 Years Defence Deposit Certificates and National Defence Bonds.

For 'Guarantee Bonds' for Security money proforma placed at Annexure 'B' shall be used.

Note:- Government Securities and Post Office Savings Bank Account shall be hypothecated and discharged in favour of the President of India represented by the Financial Advisor and Chief Accounts Officer, N.F.Railway, Maligaon and deposit receipts, Guarantee Bonds and National Savings Certificate etc. shall be in the name of the Financial Advisor & Chief Accounts Officer, N.F.Railway, Maligaon. The Tenderers tendering paper Securities in any forms specified above, shall advise the Controller of Stores, 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 for refund or renewal of the paper securities is not given to the Purchaser.

2. Refund of Earnest Money/Security Deposit.

- 2.1 The rights of the tenderer to get back the Security deposit arises from the date of the proper fulfillment of the Contract, according to the terms and Conditions incorporated in the Contract.
- 2.2 The period of limitation of Earnest Money as well as Security deposit is 3 years as contained in Article 113 of India Limitation Act. of 1963.

2.3 The claim for refund, if any beyond this period shall be treated as time-barred claim against the Railways.

3. Warranty.

3.1 Except as otherwise provided in the invitation to the tender, Contractor/seller hereby declares that the goods, Stores, articles sold/supplied to the purchaser under this Contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/mentioned in the Contract. The Contractor/ seller hereby guarantees that the said goods/Stores/articles would continue to conform to the description and quality aforesaid for a period of twelve months from the date of delivery of the said goods/Stores/articles to the purchaser or 15 months from the date of shipment/Despatch from the contractor's works, whichever is earlier and that notwithstanding the fact that the purchaser (Inspector) may have inspected and /or approved the said goods/Stores articles, if during the aforesaid period of 12/15 months the said goods/Stores/articles be discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, and the decision to the purchaser in the behalf shall be final and binding on the contractor/seller, the purchaser shall be entitled to call upon the contractor/sheer to rectify the goods/Store/articles or such portion or portions thereof as is found to be defective by the purchaser within a reasonable period, or such specific period as may be allowed by the purchaser in his discretion on an application made thereof by the contractor/seller and in such an event the above mentioned warranty period shall apply to the goods/Stores/articles rectified from the date of rectification thereof. Otherwise the contractor/seller shall pay to the purchaser such compensation, as may arise by reason of the breach of the warranty herein contained.

3.2 For all Plant & Machinery items.

"The Stores to be supplied against the order shall be deemed to bear a warranty of the Contractor against the defects in materials for a period of twelve months from the date of receipt of Stores at the consignee's end. If during this period the stores supplied are found defective/not according to specification/drawing the contractor will be liable to rectify and/or replace the defective Stores. The Stores so rectified/replaced shall also be liable to compensate the purchaser in the form of reduction of price as may be decided by the purchase Officer/Inspection authority".

4. Book Examination Clause.

For Contracts valuing above 1,00,000/- the following book Examination Clause may be included in the Contract:-

(i) The Contractor shall whenever called upon and required to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf any cost or other account book or account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also, furnish information anyway relating to such transaction and produce before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this Contract (the decision of such Government Officer on the question of relevancy of any document, information or return being final and binding on the parties).

The obligation imposed by this clause is without prejudice to the obligation of the Contractor under any statute, rules or orders shall be binding on the contractor.

REVISED MODEL FORM OF BANK GUARANTEE BOND GUARANTEE BOND

1. In consideration of the President of India (hereinafter called "the Government") having agreed to exempt
(indicate the name of the Bank)
of, contractor (s) hereby undertake to pay to the Government
an amount not exceeding Rs
2. We
to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused 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 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 exceeding.
Rs
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/supplier (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor (s)/ supplier (s) shall have no claim against us for making such payment.
4. Wefurther agree that the guarantee herein contatined (indicate the name of the Bank)
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 contiune to be enforceable till all the dues of the Government under or by virture of the said Agreement have been fully paid and its claims satisfied or discharged or till
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

(indicate the name of the Bank)
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 to time any of the powers exercisable by the Govt. against the said contractor (s) and to for bear 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 bearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor (s) or any such matter or things 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. Welastly undertake not to revoke this guarantee (indicate the name of the Bank) during its currency except with the previous consent of the Government in writing.
Datedday of20
(indicate the name of the Bank)

PERFORMANCE STATEMENT

Sl No.	Order No.	Purchaser	Description of Stores	Quantuty	Rate	Value of Total Order	Schedule Delivery Period	Actual date of Delivery
					•	•		