

1.0	<b>Special Tender Conditions pertaining to procurement of Machinery and Plant (M&amp;P) Items (Version 2):</b>
1.1	<b>Evaluation of Offers:</b>  In case of Machinery and Plant (M&P) items, wherever specified, the Net Present Value (NPV) of Annual Maintenance Charges (AMC) for specified years will also be added for the purpose of interse ranking. The rate of discounting for the NPV calculation shall be pre-disclosed in the tender documents uploaded on the IREPS website.
1.2	<b>Timely Commissioning of M&amp;P:</b>  i) The supplier shall conduct joint inspection along with the consignee's representative at the time of opening the packing after receipt of the goods at consignee's site.  ii) The installation, commissioning & demonstration shall be done by the supplier after the joint inspection at the consignee's site.  iii) In the event of Contractors' failure to have M&P commissioned by the time or times respectively specified in the letter of acceptance or contract, purchaser may withhold or deduct from the contractor as penalty, a sum @ 0.5% (half percent) of the price of M&P which the Contractor has failed to commission as aforesaid for each and every week (part of a week being treated as a full week) during which the M&P has not been commissioned, subject to an upper limit of 10% (ten percent) of the contract value.
1.3	<b>Warranty:</b>  i) Warranty period for M&P items will be 24 (twenty-four) months <b>or as specified in the tender/specification whichever is higher from</b> the date of commissioning and proving out of M&P.  ii) A period of 2 (two) weeks unless or otherwise mentioned in tender/specification will be allowed for attending and rectification of faults during the warranty period.  iii) Maximum down time during the warranty period will be 2% (two percent) for on line M&P and 10% (ten percent) for off line M&P calculated on quarterly basis.  iv) A penalty of 0.5% (half percent) per week or part of a week of the contract value will be levied for delay in response time for attending and rectification of faults beyond <b>specified time during</b> the warranty period as detailed above.  Maximum penalty to be levied on account of delay in response time for attending and rectification of faults will be 5% (five percent) of the contract value calculated during whole of the warrantee period. If the calculated penalty exceeds the maximum penalty i.e. 5%, the bad performance of firm during the warranty period will be recorded and circulated to all Railways for consideration while deciding future orders on the firm.

Signature Not  
Verified

	<p>v) Warranty Bank Guarantee (WBG)/Warranty Security Deposit (WSD): The WBG/WSD submitted by the supplier shall be for 5% of the contract value unless otherwise specified covering the warranty obligations and shall be valid for warranty period plus six (6) months of claim period. WBG shall be as per Annexure-A.</p> <p>vi) The Handling of Warranty Rejections shall be done in accordance with the Railway Board Letter No. 2022/RS(G)/779/7/(339005) Dated 17.10.2022 on this subject and any subsequent amendments, which is available on <a href="https://indianrailways.gov.in/railwayboard/view_section.jsp?id=0,1,304,366,508,511">"https://indianrailways.gov.in/railwayboard/view_section.jsp?id=0,1,304,366,508,511"</a>.</p>
1.4	<p><b>Annual Maintenance Contract:</b></p> <p>i) Tenderers are required to quote for post warranty Annual Maintenance Contract (AMC) for a specified period after expiry of the warranty period of the M&amp;P along with their offers. The scope of AMC will include preventive and break down maintenance. AMC charges will include all costs of personnel, spares, etc., except the cost of consumables required for day-to-day operation and daily maintenance checks.</p> <p>ii) The maximum downtime and maximum response time as also penalties for failure to adhere to the same will be as specified in the tender documents. AMC payment terms would be linked to the performance parameters.</p> <p>iii) The tenderers should quote AMC rates for each year. The AMC price for each year will be firm. The AMC charges shall be separately payable in Indian Rupees only.</p> <p>iv) Tenderers who are OEM must give undertaking for supply of spare parts for a period of expected life of the machine/equipment. Other tenderers must submit undertaking from OEM for supply of spare parts for a period of expected life of the machine/equipment.</p> <p>v) The actual contract agreement will show the AMC charges as a separate Schedule/Annexure to distinguish it from the value of M&amp;P, to avoid undue custom duty/taxes, or levies.</p>
1.5	<p><b>Validity:</b></p> <p>The tenderers must keep the offer for M&amp;P items valid for a minimum period of 120 calendar days from the date of opening of tender.</p>
1.6	<p><b>Payment Terms for M&amp;P items:</b></p> <p>The standard payment terms subject to recoveries if any, will be as under:</p> <p>a) 80% of the payment (excluding of AMC/CAMC) on proof of inspection certificate and receipt and acceptance of goods by consignee.</p>

	b) 20% after satisfactory installation, commissioning and submission of completion certificate by the consignee subject to submission of Warranty Bank Guarantee/Warranty Security Deposit.
1.7	<p><b>Training:</b></p> <p>The Contractor during commissioning of the equipment will also train the Railway staff in operation and maintenance of equipment supplied as specified in tender document or specification.</p>
1.8	<p><b>Maintenance manual:</b></p> <p>Contractor is required to supply 2 copies of operation and maintenance manual to enable the railway staff in operation and maintenance to be conversant with the machine.</p>
1.9	<p><b>Consumables and spare parts:</b></p> <p>Consumables that may be required during the warranty period and are not covered in the warranty, same needs to be listed out including the quantity required along with the price.</p>
1.10	<p><b>Site preparations and installation:</b></p> <p>i) The successful tenderer whose offer is accepted and on whom purchase order is placed, will promptly provide all the requisite details relating to the site preparations, including the lay out drawings and details of the foundations/superstructure/shed/roof as may be required, but not later than 6 weeks unless otherwise specified, to avoid delay in site preparation and installation and commissioning.</p> <p>ii) If the circumstances so warrant, the supplier will be permitted to work in more than one shift for commissioning the machine, provided a request is made by the contractor. This may be permitted if the same leads to reduction of commissioning time.</p>

**PROFORMA OF BANK GUARANTEE TOWARDS WARRANTY FOR M&P ITEMS**

To

THE PRESIDENT OF INDIA,  
Acting through the Principal Financial Adviser,  
Modern Coach Factory, Raebareli,  
UP-229120

**Sub:** Guarantee No..... for..... (Indicate Amount)

**Ref:** Purchase Order(PO)/Contract No.....dated.....placed on M/s.....

1. WHEREAS M/s..... one of our constituents, (hereinafter called the "Seller") have agreed to execute PO/Contract No.....dated.....(hereinafter called the "the said contract") for the Purchaser (hereinafter referred to as the "Government").
2. AND WHEREAS according to the terms of said contract, it has been stipulated that balance payment of 20%/30% of the value of the goods along with installation & Commissioning cost would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised Bank, acceptable to the Purchaser for 5% of the value of the said contract, valid for a period covering in full the Warranty Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 5% of the value of the said contract which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of .....(Rs.....) representing 5% of the value of the contract under the said contract in case the Sellers make default in paying the said sum or make any default towards the warranty obligations contained in the said Contract.
5. We agree that the decision of the Purchaser, whether any default has occurred or has been committed by the Sellers shall be conclusive and binding on us.
6. The Purchaser shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
7. This bank guarantee will remain in full force and effect upto..... i.e., for.....months from the date of issue, and, shall continue to be enforceable for further six months i.e. upto.....(indicate the date), hereinafter called the said date. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.
8. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of

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

9. This guarantee would not be affected due to change in the constitution of the Bank or the contractor.
10. It is fully understood that this guarantee is effective from the date of issue and that we..... (Indicate the Name of the Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).
11. We ..... (indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect for the period mentioned above and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the Purchaser certifies that the terms and conditions of the said contract has been fully and 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 .....(indicate the date) we shall be discharged from all liability under this Guarantee thereafter.

Date.....  
Place.....  
Witness.....

Signature.....  
Printed Name.....  
.....  
(Designation)

.....  
(Bank's Common Seal)

Bank Address:  
Telephone No.:  
Fax No.  
E-Mail Address: