

WEST CENTRAL RAILWAY

GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCOMOTIVE ITEMS

List of Documents:

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INDIAN RAILWAYS
WEST CENTRAL RAILWAY
Material Management Department,

Office of the Controller of Stores,
1st floor, Core Building, Indira Market, Civil Lines
Jabalpur-482-001.
MadhyaPradesh, India.

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GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS

SCHEDULES AND CONDITIONS OF CONTRACT

This should be returned intact

TENDER No.

BOOK No.

FOR THE SUPPLY OF:

Quantity:

DUE ON

AT _____ Hours (IST)

(Not transferable)

Bid Document Price Rs.

ISSUED TO MESSRS.....

.....

.....

.....

For Controller of Stores.

WEST CENTRAL RAILWAY
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CHECK LIST –I

1	Have you purchased the Bid Documents?	Yes/No
2	Have you submitted a Bid Guarantee? (Annexure-F)	Yes/No
3	Have you furnished a Letter of Authority? (Annexure-G)	Yes/No
4	Have you furnished a Performance Statement? (Annexure-D)	Yes/No
5	Have you submitted the Banker's Report? (Para 4.1(b) of 'Instructions to Tenderers')	Yes/No
6	Have you furnished the Statement of Equipment & Quality Control? (Annexure-E)	Yes/No
7	Have you furnished the clause-wise comments on Technical specification? (Para 2.4 of 'Instructions to Tenderers')	Yes/No
8	Have you furnished the Statement of Deviation or 'Nil' Deviation Statement? (Annexure-I)	Yes/No
9	Have you quoted in the prescribed Proforma? (Annexure B or Annexure-C as applicable)	Yes/No
10	Have you quoted FOB, C&F/CFR, CIF prices separately as required	Yes/No
12	Have you quoted delivery period correctly and precisely?	Yes/No
13	Have you kept your offer valid for 180 days?	Yes/No

Signature and Seal of the Manufacturer /Tenderer

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CHECK LIST-II
CEHECK LIST FOR AGENT DETAILS

1	Have you submitted the authorisation letter authorising your agent to quote on this tender?	Yes/No
2	Have you indicated the complete name and address of the agents and details of the services to be rendered by the Agents?	Yes/No
3	Have you submitted a copy of your agreement with your Indian agent?	Yes/No
4	Are the agents authorised to deal with this tender as your sole selling agents and confirm that you have not appointed any other sole-selling agents for this tender?	Yes/No
5	Have you noted that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through selling agent In such a situation both the offers will be rejected.	Noted.
6	Have you indicated the amount of remuneration for the agents included in the offer?	Yes/No
7	Is your agent authorised to give all clarifications in connection with this tender including confirmation/extension to the validity of the offer?	Yes/No
8	Is your agent also authorised to give clarifications of technical nature on this tender?	Yes/No
9	Will your agent receive communications on your behalf?	Yes/No
10	Will your agents assist the purchaser in Customs classification and insurance survey etc., while clearing the goods or for lodging claims on the insurance companies in case the goods are lost/received in damaged conditions, if required by the purchaser.	Yes/No
11	Are your Indian agents competent enough to undertake the entire after sales service of the items on this tender on behalf of the manufacturer?	Yes/No
12	If answer to (11) above is yes, then have you indicated the details of infrastructure available with your agents for providing these services?	Yes/No
13	Do you have any say in the management of the company working as your agent? If so, have you indicated the precise relationship and the details of common directors/partners, if any ?	Yes/No
14	Do you or your Indian agents have mutual interests in each other's business? If yes, have you furnished details thereof?	Yes/No
15	Are you aware that any payment against the contract, if placed, to your Indian Agent directly by you in currency other than in Indian rupees is against the Indian Laws ?	Yes/No
16	Are you aware that failure to disclose the full amount of remuneration/agency commission payable to your Indian Agents shall render the contract void ?	Yes/No

Signature and Seal of the Manufacturer /Tenderer

**WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS
BID INVITATION**

1. Bids are invited for and on behalf of the President of India , represented through the Controller of Stores, West Central Railway, Jabalpur-482001(INDIA), from Original Equipment Manufacturers(OEM) or Original Equipment Suppliers (OES) or their authorised agents for entering into contract for the supply of EMD LOCO SPARES ITEMS as per the details furnished in the Schedule of Requirements (**Annexure-A**)

Tender No.	Brief Description	Tendered Items/Quantities	Cost of Bid Document		Bid Guarantee		Last Date and Time for submission of Bids
	EMD Loco Items As per "Annexure-A"		In Indian Rs.	In US \$	In Indian Rs.	In US \$	

2. Non transferable Bid documents containing details of Stores required, description, catalogue, part number of the items, required as also other terms and conditions may be obtained from the Office of the Controller of Stores, West Central Railway, 1st Floor, Core Building, Indira Market, Civil Lines, Jabalpur-482001. Madhya Pradesh (India) on payment of / on production of Money Receipt towards the cost of Bid/Tender documents.
3. The firm desirous of getting the tender documents by post should send an additional amount of Rs.50/- per set to cover the Postal Charges, through D.D./Bankers Cheque in favour of Chief Cashier, West Central Railway, Jabalpur Payable at Jabalpur. Postal Orders and Cheques will not be accepted.
4. The sale timings for tender documents will be 10.00 hrs. to 13.00 hrs. on all working days.
5. The tender box will opened at _____ HRS (IST) on _____
6. Tenderers will be required to furnish a Bid Guarantee for the amount specified above for tender valid for 225 days after tender opening and Keep their offer open for 180 days from the date of opening of bid. A contract performance guarantee bond for 10% of the contract price will have to be furnished by the bidder in the event of a contract being awarded to him.
7. The following tenders shall be summarily rejected
- Delayed and Late Tenders
 - Tenders not accompanied with Bid Guarantee/EMD in the prescribed format
 - Tenders not Purchased
 - In case of Downloaded Tenders for which DD/Banker's Cheque towards tender cost **has not been purchased before the due date for opening of the Tender** and/or not received within 15 days of opening of the tender.
 - Tenders from Agents without Letter of Authority from the Manufacturers
 - Incomplete Offers
 - Fax Offers not accompanied by Bid Guarantee in original and Fax Offers are not followed by Original Bid within the prescribed time limit for the submission of the same as per the terms and conditions (Clause 22 of Instructions to tenderers).

NOTE: Tender documents are also available on Indian Railways Website "www.wcr.indianrailways.gov.in" which can be down loaded for use and submission of offer. However, the firm will have to submit the receipt showing the payment of tender cost as per 7 (c) above.

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SECTION -I
INSTRUCTION TO TENDERERS**

1. General Instructions

- 1.1 On behalf of the President of India, the Controller of Stores, West Central Railway, 1st Floor, Core Building, Indira Market, Civil Lines, Jabalpur-482001 (hereinafter referred to as the Purchaser) invites tenders from the established and reliable manufacturers or their authorised agents for the supply of EMD LOCO ITEMS as set forth in the accompanying Schedule of requirements at **ANNEXURE-A**.
- 1.2 All offers, in the prescribed format at **Annexure-B or Annexure-C (as applicable)** , should be submitted before the time and date fixed for the receipt of offers, as set forth in the tender papers. **Offers received after the stipulated time and date shall be summarily rejected.**
- 1.3 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. **Failure to comply with this may render the offer liable to be rejected.** In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
- 1.4 The tenderer / Bidder is advised to study the tender papers carefully and thoroughly. Any submission of tender by the Tenderer / Bidder shall be deemed to have been done after careful study and examination of the tender papers with the full understanding of the implications thereto and the specifications given in the tender papers shall be deemed to have been accepted by the Tenderer / Bidder unless otherwise specifically commented upon by him in the tender.
- 1.5 Manufacturer or their agents may note that an agent can represent or quote on behalf of only one firm in a tender and any manufacturer can not submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. **In such a situation both the offers shall be liable to be rejected.**
- 1.6 In cases where an agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer in a parallel/ subsequent tender for the same item. A tender will be considered parallel if opened on the same date. A tender will be considered subsequent until the previous tender in which the same agent had participated, has been finalized and if, as a result thereof, a contract is placed on the agent, the same has been completed in all respects.

2.0 TECHNICAL INFORMATION

- 2.1 Specifications indicated in the “Schedule of Requirements (**Annexure-A**)” may be obtained on payment from the following: —

(i) Indian Railway Standard Specifications from :

(a) The Controller of Publications, Civil Lines, Delhi-110054, INDIA.

(b) Office of the High Commissioner for India, Publication Branch, India House, Aldwych , London-WC (U.K).

(ii) Indian Standards Specifications from

The Director General, Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110001, INDIA.

(iii) Particular Specifications, Drawings and details from :

The Director General, Research Designs and Standards Organisation, Manak Nagar, Lucknow-226011, INDIA.

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2.2 The stores offered should be in accordance with the stipulated drawings and specification given in **Annexure 'A'**. Details of variations from the drawings and specification, if any should be clearly indicated and in such an event, a certificate from well-known users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more other countries. The names of those foreign countries should also be indicated.

2.3 The Purchaser will also consider internationally accepted alternative specifications, which are equal to or better than the specification mentioned in the tender. Two copies of such alternative specifications offered should invariably be sent with the offer. However, the decision of the Purchaser either as to whether such alternative specification is equal or better than the tender specifications or whether to accept or reject the alternative specification shall be final.

2.4 Attention of the Tenderer/Bidders is invited to the statement of deviations (**Annexure I**) of the tender specifications, which should invariably be filled in, and submitted only with the offer. The Tenderer/Bidder shall indicate his compliance or otherwise with remarks against each clause and sub-clause of the technical specifications. Wherever the Tenderer/Bidder deviates from the provision of a clause/sub-clause, he shall furnish the detailed justification for the same under 'Remarks' column.

3.0 AGENTS AND SERVICE FACILITIES IN INDIA-AGENCY COMMISSION:

3.1 Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and or servicing facilities in India should indicate in their offer the name of their Indian Agents/associates or the representatives they have for servicing in India. They should quote net F.O.B./CFR price, exclusive of the amount of remuneration or commission provided for the Indian agents/associates. It should be understood that the Purchaser will indemnify the supplier against payment of such commission to the Indian agents/associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian agents/associates remuneration or commission covers a part of the price against the tender.

3.2 The foreign tenderer is also required to give the name and address of the local agent/associate. In addition they should furnish the following details in the offer:

- i) The precise relationship between the foreign manufacturer/principals and Indian Agents/associates.
- ii) The mutual interest which the manufacturer/principal and Indian agents/associates have in the business of each other;
- iii) Any payment which the agent/associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as general retainer fee;
- iv) Indian agent's Income-Tax permanent account number;
- v) All services to be rendered by the agent/associate whether of general nature or in relation to the particular contract and facilities/infrastructure available with them for the same;
- vi) Past performance;

3.2.1 If Indian Agent is quoting as tenderer, in such cases, enlistment details with DGS & D under compulsory registration scheme are required to be enclosed.

3.2.2 The agent is official representative of Manufacturer/Principal/Bidder. Accordingly, Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

Offer which do not comply with the above stipulation are likely to be ignored.

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3.3 AGENCY COMMISSION:

- 3.3.1 In the case of indigenous offer the tenderer is not entitled to any agency commission.
- 3.3.2 In the case of imported offers the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, Agency Commission finally payable to the tenderer's Agents in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of placement of the contract/order as quoted by State Bank of India and shall not be subject to any further exchange variation. The Agency Commission shall be paid in non-convertible Indian Rupees after successful completion of the contract, i.e., after completion of proving tests and final commissioning of machine(s) in India where installation and commissioning is involved / after its receipt in India Port on the basis of a certificate obtained by the Paying Authority from Port Consignee for receipt of the material in good condition.
- 3.3.3 Agency Commission shall not be more than 5% of the FOB value and it will not be more than what is specified in the agency agreement between the tenderer (i.e. foreign principal) and the Indian agent. A certified photo copy of the agency commission agreement must be submitted along with the offer.
- 3.3.4 The Indian agent required to submit a certificate along with their agency commission bill, confirming that the amount claimed as agency commission in the bill has been spent /will be spent strictly to render services to the foreign principal i.e. M/s.....(i.e. the contractor) in terms of agency agreement. The purchaser or their authorised agencies and /or any other authority of Govt. of India shall have rights to examine the books of the Indian agent and defect or misrepresentation in respect of the offer indicated confirmation coming to light during such examination will make the foreign principal (i.e. the contractor) and their Indian agent liable to be banned/suspended from having business dealing with Indian Railways following laid down procedure of such banning/suspension of business dealings

4.0 QUALIFYING REQUIREMENTS OF TENDERERS:

- 4.1 The tenderer shall provide a satisfactory evidence acceptable to the Purchaser to show that:-
- he is a licensed manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
 - the tenderer has financial stability and sound status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution as per Annexure-8C;
 - he has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
 - he has established quality control system in the organization to ensure that there is adequate control at all stages of the manufacturing process.
- 4.2 For purposes of para 4.1, the tenderers should additionally submit:-
- a performance statement as in **Annexure-D**, giving a list of major supplies, effected in the last five years of items offered by him, giving details of the Purchaser's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule.
 - a statement indicating details of equipment employment and quality control measures adopted as in **Annexure-E**.

In addition to the above, further information regarding his capacity/capability, if required by the Purchaser shall be promptly furnished by the tenderer.

- 4.3 Offer of the tenderer not submitting the requisite information and not conforming to performance standards specified is liable to be ignored.

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5 TIME SCHEUDLE

5.1 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of the item/items offered.

5.2 The time and the date specified in the contract for the delivery of the stores and the equipment shall be deemed to be the essence of the contract and the delivery must be completed not later than the date so specified. **The attention of the tenderers is invited to clauses regarding liquidated damages and default (clause 17 and clause 18)** in the General Conditions of the contract by which the contract is governed.

6 EARNEST MONDY DEPOSIT / BID GUARANTEE

6.1 Earnest Money /Bid Guarantee (EMD) for the amount stipulated in the Bid/Tender Invitation shall accompany each tender. EMD shall be in any one of the following forms:

- a. A crossed **Bank Draft** in favour of FA&CAO, West Central Railway, Jabalpur, from a Nationalised Indian Bank, State Bank of India or a reputable Commercial Bank of the Tenderer's/Bidder's country.
- b. **An irrevocable Bank Guarantee**, in the prescribed format as per **Annexure- F**, valid for 45 days beyond the validity of the bid (i.e valid for 225 days from the due date for tender opening) , from a Nationalised Bank of India or a Scheduled Bank in India (Schedule Bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934) or from a foreign bank outside India.
- c. In case of Bank Guarantee from a foreign bank outside India, authentication of the same by any Nationalised Bank in India is required.

6.2 If the validity of the offer is extended the Bank Guarantee for EMD duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

6.3 No interest will be payable by the purchaser on the Earnest Money/Bid Guarantee.

6.4 The Earnest Money/Bid Guarantee deposited 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.

6.5 The Earnest Money of the successful tenderer will be returned (within sixty days) after the contract Performance Guarantee as required (**Clause 20 of the General Conditions of Contract**) is furnished and formal contract duly signed is received by the purchaser.

6.6 If the successful tenderer fails to furnish a contract performance guarantee as specified in **clause 20** of the general conditions of contract and fails to return the formal contract duly signed within thirty days of the receipt of the formal contract, then the Earnest Money shall be liable to be forfeited by the Purchaser.

6.7 The Earnest Money of all unsuccessful tenderers will be returned by the purchaser within 30 days after issue of acceptance to the successful tenderer.

6.8 Any tender not accompanied by Earnest Money in one of the approved forms given in clause 6.1 above will be rejected by the purchaser as unresponsive.

6.9 The offer of the tenderer, who has claimed exemption from payment of EMD/Bid Bond being a SSI/MSE registered with NSIC/registered with the nominated agencies for the tendered item, as per extant rules of Govt of India, should submit the valid certificate/documentary

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proof in support thereof, **failing which such offer shall be liable to be rejected by the purchaser as unresponsive without making any back reference.**

7.0 SUBMISSION OF OFFERS:

7.1 All offers shall be either typed or written neatly in indelible ink and shall be hard/spiral bound.

7.2 Any individual (s) signing the tender or other documents connected therewith should specify whether he is signing.

- i) as sole proprietor of concern or as attorney of the sole proprietor;
- ii) as a Partner or Partners of the firm;
- iii) as a Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.

7.3 In the case of a 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 power of attorney or other documents empowering the individual or individuals to sign should be furnished to the purchaser for verification, if required.

7.4 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and words in the prescribed offer form. In case of any discrepancy in rates quoted in words and figures, the rates quoted in words shall be considered.

7.5 Offers, **in triplicate**, in the prescribed form (**Annexure-A or Annexure-B**, as applicable,) should be addressed to the President of India through the Controller of Stores, West Central Railway, 1st Floor, Core Building, Indira Market, Civil Lines, Jabalpur-482 001, India, and submitted in Double envelope in the manner specified in the Tender Invitation contained in Tender Documents (Part – I)/hereunder:

The inner envelope, containing the offer in triplicate shall be sealed and marked “OFFER FOR TENDER NO _____ OPENING AT _____ HRS(IST) ON _____.” placed inside the outer envelop, and both the envelopes shall be addressed to the “Controller of Stores, West Central Railway, 1st Floor, Core Building, Indira Market, Civil Lines, Jabalpur-482 001, Madhya Pradesh INDIA.

7.6 Apart from the offers to be submitted as detailed above, no copy of the offer shall be sent to other offices elsewhere.

7.7 Offers shall be as per the Instruction to tenderers, the General and Special Conditions of contract given in the Tender Documents. However, the tenderer shall indicate his acceptance or otherwise against each clause and sub-clause of the Instruction to tenderers, the General and Special Conditions of Contract. For this purpose, the tenderer shall enclose a separate Statement (**Annexure –I**) indicating only the deviations from any clause or sub-clause of the Instruction to tenderers, the General and Special Conditions of Contract, which he proposes with full justification for such deviations and additional price for complying with the conditions of the contract in each case. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

7.8 **Offer sent by Post:** Submission of offers by post shall be by Registered Post acknowledgement due, addressed to Controller of Stores., West Central Railway, 1st Floor, Core Building, Indira Market, Civil Lines, Jabalpur-482 001, Madhya Pradesh India, mentioning overleaf the Tender No. _____ Opening at _____ HRS (IST) on _____, so as to reach the addressee well within the due date and time fixed for the opening of the tender. It is however the sole responsibility of the tenderer to ensure that the Offers sent by Post has been dropped in the appropriate tender box within the due date and

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time . The Purchaser shall not be responsible in any way for ensuring that the offer sent by Post /fax has been dropped in the appropriate tender box within the due date and time for tender opening.

7.9 Offers sent by Fax:

7.9.1 Offers received through FAX shall be considered , subject to the conditions stipulated in clause 22 of Instructions to Tenderers.

7.10 Offers are required from the actual manufacturers of the stores or their authorized agents who should submit a letter of authority from their Principals as in **Annexure-G** authorizing them for quoting on their behalf. Offers from other agents, brokers and middlemen, and offers not accompanied with Letter of Authority will not be accepted.

7.11 The tenderer should avoid ambiguity in his offer, e.g., if his offer is to his standard size, dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as standard length etc. should be avoided in the offer.

7.12 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.

7.13 **Quantity Variation Clause:** The purchaser reserves the right to vary the quantity mentioned in the “Schedule of Requirements” by plus or minus 30% at the time of placing the order , and also reserves the right to vary the quantity after placing the order by plus or minus 30% of the ordered quantity, on the same price, terms and conditions of the contract, any time during the currency of the contract, without prior consent of the tenderer/contractor, by giving suitable extension in delivery period for plus quantity and by giving reasonable notice for minus quantity. The tenderer/bidder should give their willingness/unconditional acceptance to this quantity variation clause.

7.14 Validity of offer: The tenderer / bidder shall keep his offer open for acceptance for a period of 180 (one hundred and eighty days) from the date of opening of the tender, failing which such offer shall be considered as unresponsive by the purchaser and liable to be rejected.

7.15 **Late and Delayed tenders shall be summarily rejected.**

8. LOCAL CONDITIONS:

8.1 It will be imperative on each Tenderer / Bidders to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the equipment/ stores. In his own interest, the Tenderer / Bidders shall familiarize himself with the Income-tax Act, 1961, the companies Act, 1956, the Customs Act, 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer /Bidder regarding such local conditions. No request for the change of price, time schedule for delivery of stores shall be entertained after the Purchaser accepts the offer.

9 PRICE BASIS AND INDEMNITY

9.1 Foreign Tenderer / Bidders shall quote his prices on the basis of F.O.B. nearest Port of shipment having facilities to handle the same, and CFR Indian Port.

9.2 Under the CFR price, the F.O.B. price and the Ocean Freight Charge shall be indicated separately.

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- 9.3 The terms F.O.B. and CFR shall be as defined in the current edition of International Rules for the interpretation of the Trade terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.
- 9.4 These prices shall not include Agency Commission payable to Indian Agents which shall be exhibited as already indicated in Para 3.1 ante. The Indian Agents Commission shall be shown in the foreign currency as a definite amount and not as percentage.
- 9.5 The prices shall be quoted in one currency and should be either in the currency of the manufacturer's country or U.S. Dollars. However, if the equipments/stores offered are manufactured in more than one country, the tenderer / Bidders may state portions of the price in the respective currencies of the countries of origin. The price shall be the total of such portions. Alternatively, the tenderer / Bidders may, at his option, state the entire price in U.S. Dollars. However, the portions of the price relating to components of Indian origin to be incorporated in the equipments/stores and/or installation of equipment/stores shall be stated in Indian Rupees. The contract price will normally be paid in the currencies in which the price is stated in the successful tender. However, purchaser reserves the right to effect payment of the equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment
- 9.6 The prices quoted (FOB/CFR/FOR) as the case may be shall be firm and not be subject to variation. In the case of CFR quotations, Ocean Freight charges included shall also be firm and no variation will be allowed on this account after the tender opening. In respect of FOB offer, all charges on the cargo including handling charges prior to Ship's rail shall be borne by the seller.
- 9.7 The Tenderers / Bidders shall quote their lowest possible prices. Quotations shall be made only for units specified in the tender schedule.
- 9.8 Indigenous (Domestic) Tenderers / Bidders shall indicate the F.O.R.(Free on Rail) price delivery at destination station, which shall include all State and Central Taxes and Excise Duties leviable on the final finished supplies tendered for. In addition, a complete break-up showing the Ex-factory price, Taxes and Excise duties individually, incidentals and handling charges and freight and insurance charges shall be furnished.
- 9.9 Tenderers / Bidders should specify the HSN (Harmonized System of Nomenclature) classification for the subject item in case of Import offer.

9.10 CENVAT CREDIT:

- 9.10.1 The price quoted by the tenderers should take into account the credit availed on inputs under the CENVAT Credit Rules, 2004. The tenderer should also state quantum set offs in respect of duties on inputs (as admissible under law), that is being totally and unconditionally passed on to the purchaser, in the prices quoted per unit of the item.
- 9.10.2 In the event of additional CENVAT credit being extended by the Govt. of India, to cover items ordered against present tender, the same shall be passed on to the purchaser. The bill for payment should accompany the following certificate:-
- a. We hereby declare that no additional CENVAT benefit has accrued to us beyond what has already taken into account while submitting our offer & incorporated in the rates shown in the contract.
 - b. We hereby declare that the additional CENVAT benefit of Rs.....per machine/Unit has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the purchaser & the bill has been prepared accordingly.

9.11 Sales Tax/CST/VAT/Input Tax under VAT Scheme:

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- 9.11.1 The tenderer should quote the exact percentage of VAT that they will be charging extra.
- 9.11.2 While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duty stating the quantum of such credit per unit of the item quoted for.
- 9.11.3 The tenderer while quoting for tenders should give the following declaration;

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly”.
- 9.11.4 The suppliers while claiming the payment will furnish the following certificate to the paying authority;

“We hereby declare that additional set off/input tax credit to the tune of Rs.----- has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted”.

10. INSURANCE

- 10.1 In the case of Foreign Tenders for F.O.B. and CFR offers, the Purchaser will arrange insurance
- 10.2 In the case of indigenous tenders, the purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire equipment/stores contracted arrive in good condition at destination. Where the tenderer /Bidder intends to insure the goods, the insurance charges shall be clearly indicated, separately in the break-up. The consignee, will advise the tenderer /Bidder within 45 (Forty five) days of the arrival of goods at the destination, any loss/damage etc., of the goods and it shall be the responsibility of the tenderer/Bidder to lodge the necessary claim on the carrier and/or insurer and pursue the same. The tenderer /Bidder shall, however, at his own cost replace/rectify immediately to the entire satisfaction of the consignee, the goods lost/damaged without waiting for the settlement of the claim.

11 EVALUATION OF THE OFFERS

- 11.1 The tenders received would be evaluated on the basis landed cost at port mentioned in the schedule of requirement (for import offers) or FOR destination basis in case of indigenous offer
- 11.2 To facilitate evaluation and comparison, the purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid Price as payable, to Indian Rupees at the B.C. selling exchange rate established by the State Bank of India as on the date of the Bid Opening and all the offers will be evaluated as per tax regime as applicable on the date of tender opening.
- 11.3 The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the purchaser, as specified in the specification and tender documents.
- 11.4 Interse position of tenderers/criterion for evaluation: The criterion for evaluation of tenderers for deciding interse position of the tenders will be item-wise and not on total tender value as a whole.

12 BASIS OF THE EVALUATION OF TENDER:

- 12.1** The tenders received would be evaluated on the basis of :-

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- a. Free at destination prices quoted on the lines indicated in **clause 9.8** of Instructions to Tenderers for domestic/indigenous offers.
- b. For import /foreign Offers: Quoted FOB prices, plus Ocean freight as quoted by the bidder , if not quoted by the bidder then Ocean freight intimated by the Ministry of Shipping , Transport Bhavan, Government of India , New Delhi, India, agency commission (if any), insurance charges , 1% port handling charges on CIF value thus derived , applicable Customs Duty, **inland freight, clearance and handling charges upto the station of despatch ;**

OR

- c. **Quoted CFR prices plus agency commission, insurance charges on FOB cost as per Board's open cover policy , 1% port handling charges on CIF value thus derived, applicable Customs Duty, inland freight, clearance and handling charges upto the station of despatch**

Purchaser reserves the right to adopt either of the above basis.

Cargo handling charges prior to the shipment, wherever applicable shall be to the contractors account.

The terms FOB and CFR shall be as defined in accordance with “INCOTERMS”

12.2 For partly imported and partly indigenous assembled/manufactured items, FOB price quoted for indigenous components on the lines indicated in para 9.10 plus CFR price for imported components as per clause 12.1 (b) or 12.1 (c) above , duly following CENVAT credit rules as applicable.

12.3 The following components would be added to FOB price to calculate the landed price and total cost of an imported offer:

- (a) Ocean freight as quoted by the bidder & if not quoted then Ocean freight as advised by Ministry of Shipping including firm and variable component.
- (b) Insurance charges as per Indian Railway's open cover policy.
- (c) **Assessable Value** is to be calculated by adding Port/landing charges @one percent with the CIF cost as per Customs Rules. Aggregate Customs Duty is to be calculated on the assessable value and the total landed cost is to be worked out by adding the assessable value with the aggregate Customs Duty.
- (d) **Landed cost** = CIF value + 1% port handling charges on CIF value + customs duty as applicable+agency commission (if any).
- (e) Thereafter, **other charges as leviable** and as required in terms of tender conditions (viz. training, installation & commissioning charges etc. as quoted, if any) are to be added to the total landed cost **to arrive at the total cost** of the offer.

12.4 After selecting the lowest evaluated bid on this basis, the purchaser reserves the right to sign the contract (in case of import) either on (i) CFR or (ii) FOB price quoted by the tenderer

13 FORM OF PAYMENT

13.1 The contract price will be normally paid in the currency or currencies in which the price is stated in the successful tender. However, the Purchaser reserves the right to effect payment of equivalent amount in the currency or currencies of the country of origin of the goods, in case the price is quoted in any other currencies. The equivalent amount will be calculated on the basis of the rate of Exchange prevalent on the date of payment.

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14 PAYMENT TERMS

14.1 The standard payment terms subject to deductions and / or recoveries, if any, under the **Liquidated Damages** clause in the General conditions of contract, will be arranged as under:-

14.2 **Foreign Tender** : Payment against foreign supplies shall be made through 'letter of credit'. All charges including the confirmation charges of LC, levied by Foreign Bankers shall be borne by the contractor.

i) 90% payment on proof of inspection and shipment within 30 days of receipt of shipping documents as specified under:

- a) 2 copies of negotiable cum original bill of lading.
- b) Signed certified commercial invoice showing the description, quantity and price of stores shipped together with the number, weight and volume of such packages shipped.
- c) Certificate that the amounts claimed are correct in terms of the contract.
- d) A copy of Contractor's letter addressed to the Insurer and port consignee advising the closing particulars as per Annexure attached.
- e) Inspection Certificate issued by the Inspecting Officer or Manufacturers Test Certificate as the case may be.
- f) One copy of packing list indicating contents of the materials, box wise , marking ,gross weight , net weight and overall dimensions;
- g) Certificate of country of origin

ii) Balance 10% payment within 30 days of receipt of the equipments in India at ultimate destination/consignee and on furnishing a Bank Guarantee as per **Annexure-K** fully indemnifying the purchaser against all losses incurred by the purchaser due to contractor's default during the guarantee period stipulated in the Warranty Clause (Spl Condition Clause - .9).

14.2.1 All charges for amendment to LC requested by the contractor, confirmation charges if any , etc. shall be borne by the tenderer/contractor.

14.2.2 The Applicant Bank for LC opening in India shall be decided by the Purchaser in accordance with the extant banking and administrative procedures. If the Tenderer/Contractor chooses the Applicant Bank, all banking charges for opening of LC, etc. shall be borne by the tenderer/contractor.

14.3 For indigenous supplies:

i) 90% payment on proof of inspection and dispatch documents as specified, to be made within 30 days of receipt of specified documents.

ii) Balance 10% payment within 30 days of receipt of the stores/equipments in India at ultimate destination/consignee and on furnishing a Bank Guarantee as per **Annexure-K** fully indemnifying the purchaser against all losses incurred by the purchaser due to contractor's default during the guarantee period stipulated in the Warranty Clause.

14.4 Any part payment if required in Indian rupees towards local expenses etc. in India, the same shall be payable at the rate of exchange (BC Selling) ruling on the date of opening of tender and shall not be subject to any further exchange variation on any account.

14.5 If a tenderer requests for a variation in the payment terms and if such variation is acceptable to the purchaser, the same would be evaluated at an interest rate equal to the prime landing rate as notified by State Bank of India on the date of opening of tender plus 2% for all earlier payments for the purpose of comparison with the other tenderers.

14.6 No Advance payment shall be made.

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14.7 In case of CFR contract this payment will be subject to furnishing a Bank Guarantee in an acceptable form for equivalent amount to safeguard the purchaser against any loss. The guarantee will be operative from the date of shipment to the date of delivery at port in India

15. DEDUCTIONS:

15.1 Payments as in clause 14.2 & 14.3 of Instructions to Tenderer above shall be subject to deductions of any amount for which the contractor is liable under the contract against this tender or any other contract made by the contractor in respect of which the President of India is the purchaser.

16. PAYMENT PROCEDURE

16.1 Payment against foreign contracts will be arranged through normal banking channels except where payment through Letter of Credit has been stipulated in the contract. In the case of payment through the Letter of Credit, all charges levied by the foreign Banks shall be borne by the Contractor. In case the contract is covered by financing from a bilateral or multilateral source, the payment shall be governed by the terms & conditions applicable in the relevant credit/loan agreement.

16.2 Any payment in Foreign Exchange that the contractor may have to pay for imported components forming part of the equipments/stores offered will be arranged by him direct.

17 SHIPPING ARRANGEMENTS

17.1 In the event of an order being placed on CFR basis, the contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping, Transport Bhavan, New Delhi, India, indicated in **Annexure-H1**. The purchaser will, however, in accordance with option clause, have the right to change over the contract to FOB basis if considered necessary after giving **two months'** notice to the contracting firm. Shipping arrangements in the case of FOB contracts shall be made by the shipping Coordination and chartering Division/shipping coordination officer Ministry of Shipping, Transport Bhavan, New Delhi, India, in accordance with details given in **Annexure-H2**. Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail to the Chief Controller of Chartering Shipping Coordination Officer, Ministry of Shipping, Transport Bhavan, Govt. of India, New Delhi, India (**Annexure-H3**), as soon as possible after the relevant contract is finalized .

17.2 Where the shipment is made by the Indian Vessels, the Bill of lading should be drawn as freight-to-pay and the amount payable to the Seller in such cases, shall be CFR price as indicated in the contract less the actual gross weight indicated in the Bill of Lading and Agency Commission, if any.

17.3 The cargo shall be booked only per classed steamers not over 15 years of age or per classed regular liners not over 25 years of age, and not under 1000 GRT. The Cargo shall as far as possible be loaded 'UNDER DECK ONLY'. These requirements should be indicated by the contractor to the forwarding agent/shipping agents while seeking reservation in the vessel, as per **Annexure –H1-H3** of this booklet

17.4 No shipment will be arranged by vessels belonging to non-member countries of the World Bank in cases where the contract is financed from IDA unless such vessels are engaged as part of shipping conference subject to polling of revenues.

18 PACKING

18.1 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to actual use. It is therefore, imperative that packing for every item is decided by taking into consideration, inter alia, the vital factors so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

18.2 The specification of packing proposed shall be indicated in the tender.

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- 18.3 The packing advices shall bring out the weight, dimensions and size of each bundle/packet; where it is not possible to give weight of the bundles/packets the Tenderer /Bidder shall indicate the volume of the bundle/packet, the number of pieces per bundle/packet, number of bundle/packets and total weight of the items supplied.
- 18.4 Where the materials are shipped in bundles/packets the pieces in each bundle/packet shall be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/packet shall also be the same.
- 18.5 It is, however open to the Purchaser to vary these provisions from contract to contract depending upon the type of equipment/stores ordered.
- 18.6 Suppliers may kindly make all endeavours to adopt environment friendly processes and packing material, with regard to products manufactured.

19 IMPORT LICENCE (In the case of Indigenous Tenders)

- 19.1 The successful tenders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary.

20 ACCEPTANCE OF TENDER

- 20.1 The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.
- 20.2 Acceptance of tender will be communicated by either FAX /Letter of Acceptance direct to the bidder or through his authorised agents. In case where acceptance is indicated by FAX, the letter of acceptance of tender will be delivered by post to the contractor as soon as possible, but the FAX communication shall be deemed to conclude the contract.

21 EFFECTS AND VALIDITY OF OFFER

- 21.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer /Bidder shall have no cause of action or claim, against the Purchaser for rejection of his offer. The purchaser shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the tenderer /Bidder shall have no claim in that regard against the Purchaser.
- 21.2 The offer shall be kept valid for acceptance for a minimum period of 180 (One Hundred and Eighty) calendar days from the date set for opening of offers.
- 21.3 The offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award is made by the Purchaser to the tenderers//Bidders. While the offers are under consideration, tenderers/Bidders and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means.
- 21.4 In exceptional circumstances, the purchaser may solicit the Bidders consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writings (or by FAX or E-mail). The Bid security provided under **clause-6** shall also be suitably extended. A Bidder may refuse the request without forfeiting Bid security. A Bidder granting the request will not be permitted to modify the Bid.

22 OFFERS BY FAX:

- 22.1.1 Offers received through FAX along with Bid Security/Bid Bond in original, and found in the tender box at the time of opening of Tenders and complete in all respects and duly signed by the authorized signatory should be treated as in time offer and accepted subject to the firm/firms submitting post confirmation copy duly signed by the authorized person

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as per the tender conditions within ten working days from the date of opening of bid for Indigenous firm and twenty one days for foreign firms.

- 22.1.2 The FAX offers shall be considered as invalid if the confirmation copy of the same is not received within the time schedule mentioned in clause 22.1.1 above or if not accompanied by Bid Guarantee/Bid Security in original for the requisite value, as required in the bid invitation.
- 22.1.3 It shall be the sole responsibility of the tenderer/bidder to ensure that the fax offers are dropped in the appropriate tender box, duly sealed, before the due date and time fixed for the tender opening. The Railways / Purchaser shall not be responsible in any way for dropping of the Fax Offers in the appropriate tender box.

23 LAST DATE FOR RECEIPT OF THE TENDERS

- 23.1 The tenderer should ensure that the offer complete in all respects should reach the Controller of Stores, West Central Railway, 1st Floor, Core Building, Indira Market, Civil Lines, Jabalpur – 482001. Madhya Pradesh India not later than 11-00 hours (IST) of the due date for tender opening.
- 23.2 The delayed / late tenders and incomplete offers shall be summarily rejected.
- 23.3 The tenders received shall be opened in the presence of such of the Tenderers/Bidders or their representatives who may like to be present on the due date of tender opening at 11-15 hours and where practicable, the names of Tenderers /Bidders and the rates tendered by them will be read out.
- 23.4 The tenderer or their representative must bring with them an authority letter on the letter head of the tenderer or their Indian agent (as the case may be) duly signed by Competent authority to attend the tender opening. Failing which they will not be allowed to attend the opening of the Tenders.
- 23.5 If the due date for tender opening happen to be a Gaz. Holiday / Saturday / Sunday / or a declared holiday, the tenders will be opened on the next working day at the appointed time.

CONTROLLER OF STORES
WEST CENTRAL RAILWAY
1ST FLOOR, CORE BUILDING,
INDIRA MARKET, CIVIL LINES
JABALPUR – 482 001, INDIA.

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1. DEFINITIONS

1.1 Throughout these conditions and in the specifications the term:

- i) “The **Purchaser**” means the President of India, acting through the Controller of Stores West Central Railway(Ministry of Railways), Jabalpur -400 001, unless the context otherwise provides.
- ii) “The **Inspecting Officer** “ means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and the representatives of the inspecting officer so nominated.
- iii) “The **Contractor**” means the person, firm or company with whom the contract is placed and shall be deemed to include the Contractor’s successor (approved by the Purchaser) representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract.
- iv) “**Contract**” means and includes the invitation to tender, instructions to Tenderers/Bidders, tender, advance acceptance of tender, particular and other conditions specified in the acceptance of tender, General Conditions of Contract, special conditions of contract, Additional Special Conditions of Contract , a repeat order which has been accepted acted upon by the contractor and a formal agreement, if executed.

2. EXECUTION

2.1 The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Purchaser or his nominee who both personally and by his representatives shall have full power, at every stage of progress, to inspect the equipment/stores at such time as he may deem fit; and to reject any of the equipment/store of which he may disapprove; and his decision thereon and on any question of the true intent and meaning of the specification shall be final and conclusive.

3. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

3.1 **Risk in the equipment/store:** The contractor shall perform the contract all aspects in accordance with the terms and conditions thereof.. The equipment /store and every constitution part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, in the joint possession of the contractors, his agents or servants and Purchaser, his agents or servants shall remain in every respect at the risk of the Contractor until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the contract until their delivery to a person specified in the “**Schedule of requirements**” as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all the loss, destruction, damage or deterioration of or to the equipment/stores from any causes whatsoever while the equipment/store after approval by the Inspector are waiting dispatch or delivery or in the course of transit from the Contractor to the consignee, or as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against all carriers including Railways in respect of non-delivery, short delivery, miss delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee, other interim consignee as the case may be.

3.2 Consignee’s Right of Rejection

3.2.1 Notwithstanding any approval which the Inspection may have given in respect of the equipment/store or any materials or other particulars or the work or workmanship involved in the performance of the contract (Whether with or without any test carried out by the Contractor or the Inspector or under the direction of the Inspector) and notwithstanding delivery of the equipment/store where so provided to the interim consignee, it shall be lawful for the consignee, on the behalf of the Purchaser to reject the equipment/stores or any part, portion or consignment thereof **within 90**

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(Ninety) days after actual delivery thereof to him at the place or destination specified if such equipment/stores or part, or portion consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

3.2.2 Provided that where, under the terms of the contract the equipment/stores are required to be delivered to an interim consignee for the purpose of despatch of the consignment, the equipment/stores shall be at the Purchaser's risk after their delivery to the interim consignee but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the equipment/stores or any part, portion or consignment thereof upon their actual delivery to him at the destination, if they are not in all respects in conformity with their terms and conditions of contract except where they have been damaged or have deterioration in the course of transit or otherwise after their delivery to the interim consignee.

3.2.3 The provisions contained in Clause 23 (Consequence of Rejection) relating to the removal of equipment/stores rejected by the inspector shall mutatis mutandis, apply to equipment/stores rejected by the consignee as herein provided.

4. INDEMNITY

4.1 The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said contract for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of patent registered for trade mark being made against the Purchaser, he shall notify the Contractor of the same and the contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement or any litigation that may arise there from.

5. PRICES

5.1 The prices stated are to include all cost of stamping, painting, marking, protection or preservation of the stores and any claim whatsoever that may arise from manufacture, packing, shipment, marking, or delivery of stores in accordance with those consideration and include payment by the Contractor of Dock and Harbour dues, port rates export taxes or other fees or charges if any, levied because of exportation. The prices stated are also to include all right (if any) of patent, registered design or trademark and the contractor shall indemnify the Purchaser against all claims in respect of the same.

5.2 Rates, Discount etc. quoted other than on the price schedule shall not be considered.

6. TRANSFER AND SUB-LETTING

6.1 The Contractor shall not sublet (Otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or person whatsoever this contract, or any part thereof without the previous written permission of the Purchaser or his nominee. In the event of the Contractor's failure to obtain such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchase.

6.2 CHANGE IN A FIRM

6.2.1 Where the Contractor is partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be noted only upon execution of written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Contractor's failure to comply with the requirement, it shall be lawful for the Purchaser to cancel the contract and purchaser or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provisions of Clause 18 (Default and Risk Purchase) as far as applicable shall apply.

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- 6.2.2 On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- 6.2.3 If the contract is not determined as provided in sub-clause (6.2.2) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- 6.2.4 The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub-clause shall be final and binding on the Contractor.

7 DRAWINGS

- 7.2 If any dimensions figuring upon a drawing differ from those obtained by scaling the drawing the figured dimensions shall be taken as correct.

8. ALTERATIONS:

- 8.1 The Purchaser or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the contractor and accepted by the purchaser. Should the contractor proceed to manufacture such stores without obtaining the consent in writing of the purchaser to an amended price, he shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the purchaser.

9. PROGRESS REPORT:

- 9.1 The contractor shall render such reports as to the progress of the contract and in such form as may be called for by the purchaser or his nominee, the submission and acceptance of these reports shall not prejudice the rights of the purchaser in any manner.

10 DELIVERY - INVOICES AND FREIGHT:

10.1 Delivery FOB

- 10.1.1 The Stores shall be delivered by the contractor free on board such vessels in such port or ports named in the quotation, as purchaser or his nominee may require.
- 10.1.2 Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the contractor at his, own cost.
- 10.1.3 Freight for the conveyance of the stores or any part thereof will be engaged by the purchaser or his nominee, who will give due notice to the contractor when and on board what vessels, stores or such part thereof are to be delivered. Should the stores or any part thereof be not delivered within 7 days of the receipt of such notice by the contractor, the contractor will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight demurrage of vessels and any other charges incurred by the purchaser whatsoever.

10.2 Delivery CIF/CFR

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- 10.2.1 For C&F / CFR Delivery (CFR of Incoterms) y, the stores shall be delivered free of expense to the Purchaser on board the vessels with ocean transportation to named Indian Port. The unloading charges will be paid by the port consignee in Indian Rupees and the tenderers are not to include these charges in their price.
- 10.2.2 The seller shall ensure use of vessel to be classified with highest class equivalent 100 A1 Lloyds Register by a classification society which is a Member of IACS (International Association of Classification Societies Ltd.). A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the purchaser and the paying authority along with other shipping documents. Any extra expenditure by way of extra insurance etc. if incurred, for use of non classified / overaged vessel, shall be on seller's account.
- 10.2.3 The Free time for unloading/clearing the cargo shall be minimum of 15 days. Any extra expenditure by way of demurrage/wharfage etc., due to inadequate free time shall be on sellers account.

11.0 CUSTOMS DRAWBACK

- 11.1 If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on exportation, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture, the contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered. Similarly, if some benefits under this clause are withdrawn by subsequent notification by the Government, the supplier could claim, reimbursement accordingly. For this purpose, the tenderer shall indicate in their offer, the extent benefit availed under this clause while quoting the rate.

- 11.2 This provision applies only to Domestic supplies.

12.0 MARKING:

- 12.1 The marking of all goods supplied shall comply with the requirements of the Indian Act relating to merchandise marks or any amendment thereof and of the rules made there under. The following marking of the materials is required.

a) The following particulars should be stenciled in English with indelible paint in letters of not less than 25 mm high, on all the materials/packages supplied loose :

- i) Contract number / Purchase Order No. & Date
- ii) Specification No./ Brief Description of Stores
- iii) Item No.
- iv) Ultimate Consignee
- v) Port Consignee
- vi) Gross and Net weight of package
- vii) Overall dimensions of the packages (in metric unit)
- viii) Abbreviated consignee marks

b) Special instructions for handling at Port , such as

- 1. DELICATE
- 2. DO NOT DROP FRAGILE
- 3. THIS SIDE UP

c) The marking as in (a) above should be on labels securely clamped to the packages or bundles so as not to break loose during transit. The use of steel tags for this purpose should be avoided.

d) The three edges forming any one of the top corners of each package shall be painted in RED with stripes of not less than 2”(50mm) wide for easy identification of the package at the port of discharge.

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13.0 PACKING:

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

13.2 Where materials are to be supplied in bundles, the gross weight should not exceed 1.9 metric tone per bundle for shipments to Indian Ports.

13.3 In addition the following shall be complied with by the Contractor

- a. Standard Seaworthy packing shall be adopted to eliminate damage to the stores during transit and the packing shall be suitable for handling by Fork Lift and cranes using slings.
- b. The pallets shall be securely packed in strong wooden crates provide batons on all sides and strapped in both directions to withstand rigorous transport and handling.

14.0 SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS:

14.1 Any Drawings, tracings or description specified shall, unless otherwise directed, be furnished by the contractor at least 8 (eight) weeks before the shipment of the first consignment of the equipment/stores to which they relate and no payment whatsoever will be made until such drawings, tracings of descriptions have been furnished to the satisfaction of the purchaser.

15.0 CORRUPT GIFTS AND PAYMENTS OF COMMISSION:

15.1 Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agents or servants, or any one on his / their behalf to any employee, representative or agent of the Purchaser or any person on his behalf in relation to the execution of this or any other contract with the Purchaser shall, in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the purchaser, and also to payment of any loss resulting from any such cancellation to the like extent and the purchaser shall be entitled to deduct the amounts so payable from any, money otherwise due to the contract under this and all other contracts. Any question or dispute as to the commission of any offence under the present clause shall be settled by the purchaser in such manner and on such evidence or information as may be thought fit and sufficient, and his decision shall be final and conclusive on the matter.

16.0 DELIVERY PERIOD:

16.1 The earliest possible delivery is required in India. The Purchaser attaches the utmost importance to timely deliveries and request the manufacturers to take note of the liquidated damages condition as is applicable in case of delays in supplies.

17.0 LIQUIDATED DAMAGES:

17.1 In the event of the contractor's failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the purchaser may withhold any payment until the whole of the stores have been fully supplied and delivered and may deduct or recover from the contractor as liquidated damages (and not by way of penalty) a sum at the rate of 2 percent (two percent) of the value of any stores which the contractor has failed to deliver as aforesaid for each and every month (part of a month being treated as a full month) during which the stores may not be ready for delivery, subject to limit of 10% the contract value. Provided, however, that if the delay shall have arisen from any cause which the purchaser may admit as reasonable ground for further time, the purchaser may at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid.

18 DEFAULT AND RISK PURCHASE-

18.1 Should the Contractor fail to have equipment/stores ready for delivery by the time or times agreed upon as aforesaid, or should the Contractor in any manner or otherwise fail to perform the

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contract or should it have a receiving order made against it, or make or enter into any arrangements or composition with its creditor or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the Purchaser shall have power, under the hand of the Controller of Stores, *West Central Railway, Jabalpur* to declare the contract at an end at the risk and cost of the Contractor in every way. In such a case, the Contractor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Purchaser may be put to, incur or sustain by reason of, or in connection with the Contractor's default. In the event of risk purchase being made against the contract, the Contractor will be liable to pay to the Purchaser extra expenditure incurred i.e. in procuring the same or similar stores/equipment the difference between the rate quoted by the lowest acceptable Tenderer/Bidder against the tender and that which the risk purchase contract is concluded; provided it is done within nine months from the date of breach of the contract. The cancellation of the contract may be either for whole or part of the contract at Purchaser's option. In the event of the Purchaser terminating this contract in whole or in part he may procure upon such manner as he deems appropriate, supplies or services similar to those so terminated if risk purchase is not rendered possible for any reason in which event the contractor shall be liable to the purchaser for any excess costs for such similar supplies/or services; provided that the Contractor shall continue the performance, of this contract to the extent not terminated under the provisions of the clause.

18.2 The above Risk Purchase clause is applicable only in those cases wherever Security Deposit/Performance Guarantee has been obtained/waived.

18.3 Risk Purchase clause is not applicable where Security Deposit / Performance Guarantee Bond has been obtained. In such cases, in the event of default by the supplier/contractor, if the purchaser chooses to cancel the contract, the contract shall be cancelled and the Performance Guarantee/ Security Deposit shall be forfeited with the approval of the Competent Authority.

19 FORCE MAJEURE:

19.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

19.2 If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

19.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

20 PERFORMANCE GUARANTEE BOND:

20.1 After a letter of acceptance is issued by the purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (**Annexure-J**) from a Nationalized Bank/ Scheduled Bank in India or Foreign Bank acceptable to Purchaser duly authenticated by a Nationalized Bank in India within 15 days from the receipt of the Letter of Acceptance of the Tender by the Contractor or the execution of the contract, whichever is earlier, for an amount equivalent to 10% of the total value of the contract. On the performance and completion of the

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contract in all respects the Performance Guarantee Bond will be returned to the Contractor without any interest. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided above and the Bond is accepted by the purchaser Liquidated damages, as provided in **Clause – 17** (Liquidated Damage) for the period of delay in submission of the bond may be levied. Alternatively, the purchaser may declare the contract as at an end and forfeit the EMD **or resort to Risk Purchase as per clause 18 (Default and Risk Purchase) of GCC.**

- 20.2 Bank Guarantees (BGs) to be submitted by the supplier/contractors should be sent directly to the concerned authorities by the issuing Bank under Registered Post AD.
- 20.3 The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract including satisfactory commissioning of the machines at consignee's work and shall be valid till for a minimum period of six months beyond the last shipment/delivery of the goods contracted to be purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the contractor on being called upon by the Purchaser from time to time, shall obtain from the guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
- 20.4 As and when an amendment is issued to the contract, the contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended.
- 20.5 This Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty by the contractor.
- 20.6 The Performance Guarantee Bond will be returned to successful supplier within 60 days following completion of contractors performance obligations including satisfactory completion of the contract.

21 INSPECTION:

- 21.1 Inspection will be carried out by the purchaser or his nominee. The cost of the inspection will be on purchaser's account subject to other provisions herein contained. At least eight weeks notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

21.2 Facilities for Test and Examination:

- i) The contractor shall provide, without extra charge, all material, equipment tools, labour and assistance of every kind which the purchaser or his nominee may consider necessary for any tests and examinations, which he or his nominee shall require to be made on the contractor's premises and shall pay all costs attendant thereon.
- ii) The contractor shall also provide and deliver free of charge, at such places as the purchaser or his nominee may nominate, such materials as he or his nominee may require for test by chemical analysis or independent testing machines. The cost of any such tests will be defrayed by the purchaser unless it is stated in the specification that it is to be paid by the contractor.
- iii) For all intents and purposes, satisfactory commissioning of the machine(s) will be determined by the certificate of inspection and commissioning given by the Purchaser or

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his nominee that the machine commissioned by him is in full conformity with the conditions of the contract.

21.3 Notification of Result of Inspection: Unless otherwise provided in the specification or “Schedule of Requirements”, the examination of stores will be made as soon as practicable after the same have been submitted for inspection, and the result of the examination will be notified to the contractor.

21.4 Inspection Notes: On the stores being found acceptable by the Inspecting Officer, he shall furnish the contractor with necessary copies of the Inspection Notes duly completed, for being attached to the Contractor’s bill in support thereof.

21.5 Certificate of Inspection and Approval for delivery:

- i) No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.
- ii) It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to the Government of India Forwarding Agents and to furnish to them a certificate as under:-

“Certified that the goods offered for arranging shipment have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed”.

22.0 INSPECTING OFFICER-POWERS OF REJECTION:

22.1 The Inspecting Officer shall have the power:-

- i) Before any stores or part thereof are submitted for inspection, to certify that they cannot be inspected in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.
- ii) To reject any Stores submitted as not being in accordance with the specifications.
- iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof, as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- iv) To mark the rejected stores with a rejection mark so that they may be easily identified if resubmitted.

22.2 The Inspecting Officer’s decision as regards the rejection shall be final and binding on the contractor. However, any disputes arising out of it shall be settled in terms of clause-27.

23. CONSEQUENCES OF REJECTION:

23.1 If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

- i) Request the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the contractor shall bear all the cost of such replacement, including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or on any other account.

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- ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final; readily available) without notice to the contractor without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or
- iii) **Cancel the contract** and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with the particulars are not , in the opinion of the Purchaser , which shall be final readily available) at the risk and cost of the contractor. In the event of action being taken . In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of **clause 17** (Liquidated Damage and **Clause 18** (Default and Risk Purchase) of the General Conditions of Contract, shall apply as far as applicable. However, any dispute arising out of it shall be settled in terms of **clause 26 (Arbitration clause).**

23.2 Where under a contract, the price payable is fixed on F.O.B.port of export or F.O.R. despatching station, the contractor shall, if the stores are rejected at the destination by the consignee, be liable in addition to his other liabilities including refund of price recoverable in respect of the stores so rejected, to reimburse to the purchaser, the freight and all other expenses incurred by the purchaser in this respect.

23. 3 Removal of Rejected Store:

23.3.1 On rejection of any stores submitted for inspection at a place other than the premises of the contractor, such stores shall be removed by the contractor at his own cost, subject as hereinafter stipulated, within 14 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the contractor. Provided that the Inspector may call upon the contractor to remove dangerous, infected or perishable stores **within 48 hours of** the receipt of such communication and the decision of the Inspector in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the contractor and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

23.3.2 All rejected stores shall in any event and circumstances remain and always be at the risk of the contractor, immediately on such rejection. If such stores are not removed by the contractor within the periods aforementioned, the Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport at the purchaser or the Inspector may decide, or dispose off such stores at the contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal, as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The purchaser shall in addition, be entitled to recover from the contractor, the handling and storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

24 ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD:

24.1 In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause-22 of General Conditions of Contract was not given by the contractor, the purchaser reserves the right to cancel the order for the balance quantity, at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in

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respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

- a) The Purchaser has the right to recover from the contractor the liquidated damages on the stores, which the contractor has failed to deliver within the period fixed for delivery as per **Clause 17 of GCC** (Liquidated Damage)
- b) That no increase in price, on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, CST/VAT, freight charges, foreign exchange variation or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as the delivered after said date.
- c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the stores as are delivered after the said date.
- d) But nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax, CST/VAT, freight charges, foreign exchange variation,, or on account of any other ground which takes place after the expiry of the above mentioned date namely the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

24.2 The contractor shall not dispatch the stores till such time an extension in terms of clause 24.1 (a) to (d) of GCC above is granted by the purchaser and accepted by the contractor. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 24.1 of GCC above.

24.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the purchaser choose to grant an extension of the delivery period, the same would be subject to conditions (a) to (d) mentioned in clause 25.1 of GCC above.

25. EXPORT LICENCE

25.1 If required, the Contractor shall apply to the appropriate Government/Authority of the exporting country for the grant of the requisite Export Licence within seven days of the receipt of the contract.

26 ARBITRATION:

26.1 (a) For Domestic Tenderers: In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or 'Instructions to tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided by these conditions or 'instructions to tenderers' or the special conditions) the same shall be referred to the sole arbitration of a gazetted Railway Officer appointed to be the arbitrator, by the General Manager, West Central Railway, Jabalpur-482001. (India). The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with matters to which the contract relates or who in the course of their duties as Railway servant had expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

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- 26.1 (b) For Foreign Tenderers:** In the event of any dispute or difference arising between the parties hereto relating to any matter arising out of or connected with this agreement, such dispute of difference shall be referred to the award of two arbitrators (an arbitral tribunal consisting of two/three arbitrators). For this purpose each party shall appoint one arbitrator and the two appointed arbitrators shall appoint, the 3rd arbitrator, who shall act as the presiding arbitrator/Umpire. In case of Railway Arbitrator, his appointment shall be done by the General Manager, Central Railway. So far as the suppliers arbitrator is concerned, his appointment shall be done by the supplier. The award of the Arbitral Tribunal shall be final and binding on the parties.
- 26.2** Subject as foresaid, the Arbitration and Conciliation Act '1996 of India, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.
- 26.3** In the event of the arbitrator dying, neglecting to, refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 26.4** The arbitrator may from time to time, with the consent of all the parties to the contract, enlarge, the time for making the award.
- 26.5** Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.
- 26.6** Work under the contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be withheld on account of such proceedings.
- 26.7** The venue of arbitration shall be the place from which the acceptance note is issued, or such other place as the arbitrator at his discretion may determine.
- 26.8** In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 26.9** Where the Award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.
- 27.0 LAWS GOVERNING THE CONTRACT:**
- 27.1** This contract shall be governed by the laws of India for the time being in force.
- 27.2** Irrespective of the place of delivery, the performance or place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the contract has been issued.
- 27.3** Jurisdiction of Courts: The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 28 HEADINGS:**
- 28.1** The headings of conditions here to shall not affect the construction thereof.
- 29 GENERAL**
- 29.1** Tenders Must ensure that the condition laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled.

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30 **SECRECY**

- 30.1 The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.
- 30.2 Any information obtained in the course of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever, which would or might be directly or indirectly, of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.
- 30.3 Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and performance bank guarantee will be encashed. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the purchaser at such price as he considers fair and reasonable and the decision of the purchaser to such price shall be final and binding on the contractor.

31 **BOOK EXAMINATION CLAUSE (Applicable to contracts on Indian Firms only)**

- 31.1 The Purchaser reserves the right for “Book Examination” as follows:
- a. The Contractor shall whenever called upon the requiring to produce or cause to be produced for examination by any Government Officer duly authorized in that behalf any cost or other account, book of account, voucher, receipt, letter, memorandum, papers or writing or any copy or extract from any such document and also furnish information any wise relating to such transaction and procedure before the duly authorized 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 ascertaining the cost of execution on 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 its clause is without prejudice to the obligation of the contractor, under any statute, rules or order shall be binding on the contractor.
 - b. The Contractor shall, if the authorized Government Officer so required (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor’s Works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorized Government Officer shall have the power to examine all the relevant book of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned in clause (a) above.
 - c. If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
 - d. Where Contract provides for Book examination clause the contractor or its agency bound to allow examination of its books within a period of 60 days, from the date the Notice is received the contractor or its agencies calling for the production of documents as under clause above. In the event of contractor’s or his agencies failure to do so, the Contract price would be reduced and determined according to the best judgement of the Purchaser which would be final and binding on the contractor and his agencies.

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The following special conditions shall apply to contracts for the supply of plant and machinery and manufactured equipment. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.

1.0 DEFINITIONS:

1.1 a) The term “Work” means all the work specified or set forth and required in and by the said specifications, drawings and “Schedule of Requirements”, hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s), and “Schedule of Requirements” and also in such additional instructions and drawings not being in conformity as aforesaid, shall from time to time, during the progress of the work hereby contracted for as are supplied by the purchaser).

b) The term “Test” shall mean such test or tests are prescribed by the specification(s) to be made by the Purchaser, or his nominee, during inspection and at the time of commissioning after erection at site, before the machine is taken over by the Purchaser.

2. PERFORMANCE OF WORK:

2.1 The work shall be performed at the place or places specified in the tender or at such other place or places as may be approved by the Purchaser.

3. SPECIFICATIONS:

3.1 If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed.

4. MISTAKES IN DRAWINGS:

4.1 The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the Purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by the scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

5. VARIATIONS:

5.1 No Alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as “Variations”) under the contract as shown by the drawing or the specifications shall be made by the Contractor except as directed in writing by the Inspector, but the Inspector shall have full power, subject to the proviso hereinafter contained from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carryout such variations and be bound by the same conditions, so far as applicable, as though the said variation occurred in the specifications. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Inspector thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instructions, the Contractor’s obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspector, be justified. The difference of cost, if any, occasioned by such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedules or not applicable, they shall be settled by the Purchaser and Contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the variation have been given in writing by the Inspector.

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5.2 In the event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the Contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings, or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease in the total price payable, under the contract by more than 10 percent thereof.

5.3 In any case, in which the Contractor has received instructions from the Inspector for carrying out the work which either then or later, will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible, after receipt of the instruction aforesaid, advise the Inspector to that effect.

6. OBLIGATION TO CARRY OUT INSPECTOR'S INSTRUCTIONS:

6.1 The Contractor shall also satisfy the Inspector that adequate provision has been made:-

- i) to carry out his instructions fully and with promptitude.
- ii) to ensure that parts required to be inspected before use are not used before inspections; and
- iii) to prevent rejected parts being used in error. Where, parts rejected by the Inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.

7. RESPONSIBILITY FOR COMPLETENESS:

7.1 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary, are to be provided by the Contractor without extra charges, and the equipment must be complete in all details.

7.2 In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be requisite from time to time and as may reasonably be demanded; efficiently to carry out such tests of the plants, materials or workmanship etc. in accordance with the contract.

7.3 In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the Contractor at the voltage of the ordinary supply. Unless otherwise specified, the Purchaser will supply free of charge to the Contractor:-

- a) Unskilled labour:
- b) Consumable stores including fuel and lubricating oils required during commissioning and testing of the machine at site/premises of the purchaser.
- c) the Contractor shall provide:-
 - i) Skilled labour and
 - ii) Tools and any other equipment which may be necessary.

8. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR FOB CONTRACT:

8.1 In the event of the contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the contract in respect of the same at the risk and cost of the contractor or invoke the clauses providing other remedies such as liquidated damages as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to:

- a) The Purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the contractor has failed to ship within the period fixed for delivery after the inspection and a passing of the stores.

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- b) The Purchaser retains the right to recover any extra expenditure which might have been incurred by the Purchaser on account of the increase in Custom Duty and Freight Charges directly relatable to the delay in shipping of the stores.
- c) Any additional expenditure incurred by the Purchaser on Custom Duty, Freight Charges and also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by the Contractor.

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

9. WARRANTY:

9.1 The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operatable, operate properly.

9.2 The warranty shall survive inspection of , payment for and acceptance of the goods, but shall expire **30(Thirty) months** after the delivery at ultimate destination in India or **24(Twenty Four) months** from the date of placing in service or commissioning and proving of equipment (where commissioning is required) at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and /or claims notified to the contractor within 3(Three) months of expiry of such date. Any approval of acceptance by purchaser of the stores or of the material incorporated herein shall not in any way limit the contracotr's liability.

9.3 The contractor's liability in respect of any complainants 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 replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period or at the opinion of the Purchaser, to the payment of the value, expenditure and damages as herewith mentioned.

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

9.5 All replacement and repairs that Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (two) months, promptly and satisfactorily.

9.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Custom and other duties as applicable.

9.7 If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.

9.8 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.

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- 9.9 The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive subject to the right of either party to seek arbitration as provided for under **clause-26 of General Conditions of Contract**.
- 9.10 Contractor shall indemnify the purchaser against all losses incurred by the purchaser due to contractors default on the obligations stipulated in the Warranty clause. Contractor shall furnish a Bank Guarantee in the proforma attached (**Annexure-K**) from a scheduled Bank in India or Foreign Bank authenticated by a nationalized bank in India for an amount equivalent to 10% of the value of machines supplied, as stipulated in payment terms of this contract. The Warranty Guaranty Bond shall be valid till for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty Bond, the contractor on being called upon by the Purchaser from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
- 9.11 This Warranty Guaranty Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Warranty Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty by the contractor.
- 9.12 The Warranty Guarantee Bond will be returned to successful supplier within 60 days following completion of contractors warranty obligation under the contract.

10.0 DELIVERY SCHEDULE :

10.1 The contractor shall supply stores in accordance with the delivery schedule indicated in the Schedule of Requirements annexed. Tenderers offering deliveries beyond the cut of period are liable to be considered unresponsive.

10.2 The above clause will be applicable only when specifically stipulated in the Schedule of requirements.

10.2 In case of failure on the part of supplier to arrange supplies as per the delivery schedule/installments fixed in advance, save force majeure conditions or delays attributable to purchaser, the Purchaser reserves the right to levy Liquidated Damages which shall be levied for delayed quantity which have remained unsupplied for the period.

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SECTION-IV

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1. PROCUREMENT OF STORES FROM APPROVED SOURCES

1.1 Wherever the procurement of Stores are restricted to be procured from sources approved by RDSO/DLW/ICF/CLW/RCF , bulk quantity shall be ordered only on Part I approved sources. Ordering on Part II approved sources with competitive price ranking shall normally be limited to 15% of Net Procurable quantity. However, further ordering on Part II approved source beyond 15% but upto max. 25% of net procurable quantity can be considered if that Part II approved source has successfully executed a larger quantity order in the same Railway unit or any other Railway units/Production Units (Pus), during the preceding 3 years and documentary evidence for successful execution of the order (both in terms of quantitative and qualitative performance) has been submitted along with the offer. That is to say that the order quantity on Part II approved source can be 15% of the net procurable quantity or the highest quantity of a past order successfully executed in the preceding 3 years , whichever is higher , subject to a maximum of 25% of the net procurable quantity in a given procurement case.

1.2 If there are more than one Part II approved sources within the zone of consideration on the basis of competitive price ranking , then each such Part II sources can be considered for ordering in the same manner as indicated at clause 1.1. above , subject to the condition that the aggregate quantity to be ordered on all Part II approved sources /vendors taken together will not exceed 25% of the net procurable quantity in a given procurement case.

1.3 If however there are no Part I approved source and only Part II approved Sources exist for the tendered item, the entire net procurable quantity can be considered for ordering on Part II approved source with competitive price ranking or the quantity may be split amongst the eligible Part II Sources who are within the zone of consideration , at the discretion of the Purchaser, duly taking into consideration the past performance, capacity of the firm, delivery schedule / nature of item (Safety/Vital) etc.

1.4 The status of the approved sources as on the date of tender opening only shall be considered and any upgradation in status after the date of tender opening date shall not be considered. However, if the firm has been subsequently suspended / downgraded/deleted by the approving agency, cognisance of such status of the firm shall be considered for dealing with the tenders accordingly as per the extant rules.

1.5 All part II approved tenderer must submit attested photocopies of POs, Inspection Certificates and receipt notes/certificates related to the successful execution of the past order for maximum quantity of the material under procurement/tendered item which has been successfully supplied by them in any single order placed on them during the preceding three years in any of the zonal Railways / Production Units (PUs) . Bidders / Tenderers may note that non submission of such documents shall be taken as their not having any such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made with them.

1.6 Ordering on Part II source and educational orders (Development Orders /Trailal Order will not be considered as splitting of tendered quantity.

2. DISCREPANT RATE

2.1 If the tenderer has quoted discrepant or mismatching basic rate, excise duty , sales tax or freight at different places , the tenderer should note that only the highest of such discrepant rate shall be considered while evaluating the offers for working out the interse position. If the tenderer still happens to be the lowest , and considered for placement of order then the Purhcase Order shall be placed at the lowest discrepant rate quoted by the tenderer. Hence , tenderers must ensure submission of offers free from discrepancies/discrepant rates.

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3. DISTRIBUTION/SPLITTING OF TENDERED/PROCURABLE QUANTITY

- 3.1 If after due processing of the tender, it is discovered that the quantity to be ordered is far more than what L1 alone is capable of supplying or the tendered item is a Safety item and there was no prior decision to split the quantities, then the purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers within the zone of consideration in a fair, transparent and equitable manner. The Zone of consideration, with specific reference to Past Performance Capacity, Delivery requirements in the tender, nature of item Safety/Vital, tender quantity, pending orders with the tenderer, will be the right of the Purchaser.
- 3.2 In the case of inadequate capacity cum capability, dissatisfactory past performance, larger quantity of outstanding orders (liquidation of which will take very long time), etc., the Purchaser shall have the right to distribute the procurable quantity amongst the tenderers with due consideration of these constraints and in such a manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety, etc. of the railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principles of justice.
- 3.3 Whenever such distribution/splitting of the tendered /procurable quantity is made, the quantity distribution will be done (in an inverse manner) upon the differential of rates quoted by the tenderers (Other aspects i.e. adequate capacity cum capability, satisfactory past performance of the tenderers outstanding orders load, quoted delivery schedule vis a vis the delivery schedule incorporated in the tender enquiry, etc., being same / similar) in the manner detailed in the table below:

Price difference between eligible L1 and L2 tenderer within the zone of consideration	Quantity distribution Ratio
Upto 3%	60:40
More than 3% and upto 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 Tenderer, TC/TAA should be decided keeping in view clause 3.2 above and clause 3.5 below.

- 3.4 If splitting /distribution of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent /logical/equity based extrapolation as indicated in 3.2 above. For example

Illustration – for qty. distribution - If quantity is distributed amongst three firms				
A Firm Ranking	L1	L2	L2	L3
B Rate Obtained	100	104	104	108
C Rate Diff between L1 and L2, and L2 and L3	4%		3.85%	
D Percentage of quantity Allocation	65%	35%	65% of 35	35% of 35
E Quantity allocation for three firms	65%		22.75%	12.25%

- 3.5 The rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable to the purchaser.
- 3.6 The purchaser reserves the right to counter offer the lowest acceptable rate of bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s) the Purchaser will reserve their right to decide on the quantity distribution ratio /proportion.

4. FALL CLAUSE : The contract, if and when placed, will be subject to the following “Fall Clause”:-

- 4.1 It shall be a condition of the contract, if concluded that the price charged for the equipment/stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells or offers to sell the equipment/stores of identical description to any person / organisation including the purchaser or any Department of Central Government or any Railway

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Office or any railway undertaking, as the case may be , during the currency of the contract period till performance of all supply orders of this contract is completed.

- 4.2 If at any time, during the same period the Contractor reduces the sale price of such equipment/stores or sells or offers to sell such equipment/stores to any person / organisation including the purchaser or any Department of Central Government or any Railway Office or any railway undertaking, as the case may be , at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- 4.3 The Contractor shall furnish the following certificate , along with each bill , to the Paying Authority i.e. to the Financial Adviser and Chief Accounts Officer, concerned direct and copy to this office till the completion of supplies. The last certificate shall be submitted with the last bill for payment.
- “ I / We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government / any other person/organisation under the contract herein and such stores have not been offered / sold by me /us to any person/organisation including the purchaser or any Department of Central Government or any Railway Office or any railway undertaking , up to the date of bill /the date of completion of supplies against the supply orders placed during the currency of the contract at a price lower than the price charged to the Government of India under the contract. ”
- 4.4 No payment shall be arranged by the Paying Authority if the said certificate mentioned in clause 4.3 above is not enclosed along with the Bill.
- 4.5 The tenderer/bidder should specifically mention the acceptance of the Fall Clause in their offer.

5 Indigenously developed components

- 5.1 All bidders must clearly indicate the manufacturer and country of origin in their offer duly supported by a certificate from the manufacturer. In respect of indigenously developed components in India satisfying the condition of 5.1 above, the bidders shall ensure that they are of quality used by the original equipment manufacturer abroad. Such indigenously development components shall be thoroughly inspected and checked by the consignee in consultation with RDSO. Government Test House Certificate in support of the materials used by the manufacturer and process adopted while manufacturing the components should be furnished. Thorough testing of such developed components shall be carried out at the Shop Floor on the Test Benches in advance. Without this , the offers are liable to be summarily rejected.
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**ANNEXURE-A
SCHEDULE OF REQUIREMENTS
(Clause No.2.2 of Instructions to Tenderers/Bidders)**

Tender No. _____

Due on _____

SCHEDULE OF REQUIREMENTS

1. Description, Quantity and Consignee

Item No	Descrpiton of Stores	Drawing No.	Specification	Unit	Quantity	Port Consingee	Ultimate Consignee	Delivery
						Cotroller of Stores (Shipping), Central Railway, Mumbai.		Within 4 months from the date of Purchase Order / Opening of LC.

2. Delivery should commence as early as possible and should be completed within 4 months from the date of placing the Purchase Order / Opening of Letter of Credit. Where the delivery of stores offered is to be made in a phased manner, the full details thereof should be furnished.
3. Where the delivery of stores is staggered (i.e. delivery of stores to be made in installments in convenient lots commensurate with the rate of consumption, as desired by the purchaser) the staggered delivery period as desired by the purchaser for the delivery of stores should be adhered to.

4. Tender/Bid Document consists of following

- i) Bid Invitation
- ii) Instructions to Bidders (Section-I)
- iii) General Condition of Contract (Section-II)
- iv) Special Condition of Contract (Section-III)
- v) Additional Special Conditions of Contract (Section IV)
- vi) Annexures (Section –V)

SPECIAL NOTE:

- The offers should be in triplicate and each of the offer should be complete in all respects . Please note that the offers should be hard/spiral bound
- The Tenderers/Bidders should quote to specification/drawing in all respects and shall clearly indicate in the quotation that the Stores offered by them strictly conform to the technical specification/drawing enclosed to the tender papers in all respects.
- The bidders should quote to the specifications in all respects. Clause wise compliance of Technical Specification is to be given. If there are any deviations to the specifications, a Deviation, Statement indicating the clause/sub-clause, deviation proposed and justification thereof should be enclosed in the prescribed format (Annexure-I). In this connection,

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attention of the Tenderer/Bidders is invited to **clause 2.3 , 2.4 and 7.7** of the Instructions to the Tenderers/Bidders.

4. The tenderers/Bidders should quote on the basis of instructions to the tenderers/Bidders and terms and conditions of the contract given in the tender. If there are any deviations, they should submit the deviations statement in the same manner as mentioned above. The attentions of the tenderers /Bidders is invited to **clause 7.7** of the Instructions to the Tenderers/Bidders.
5. Foreign Tenderers/Bidders should quote FOB prices on the basis of FOB stowed and trimmed, and C&F prices with complete break-up (as per **clause 9.0** of Instructions to Tenderer) in the Form given in **Annexure-B**. Indigenous (Domestic) Tenderers/Bidders should submit their detailed offer (with complete breakup as per **clause 9.8** of instruction to tenderer) in the form given in Annexure 'C'.
6. The tenderers/Bidders should indicate the weight, size and value of each of the package/container with the details of the materials proposed to be packed in each container. They should also indicate the number of such package, weight for each item.
7. **Quantity Variation Clause:** The purchaser reserves the right to vary the quantity mentioned in the "Schedule of Requirements" by plus or minus 30% at the time of placing the order ,and also reserves the right to vary the quantity after placing the order by plus or minus 30% of the ordered quantity, on the same price, terms and conditions of the contract, any time during the currency of the contract, without prior consent of the tenderer/contractor, by giving suitable extension in delivery period for plus quantity and by giving reasonable notice for minus quantity. The tenderer/bidder should give their willingness/unconditional acceptance to this quantity variation clause. In this regard tenderers /Bidders attention is also invited to **clause 7.13** of Instructions to Tenderer.
8. **TENDERER'S/BIDDERS CREDENTIALS:** Tenderers/Bidders shall furnish their credentials as mentioned in **Annexure-L** , along with their offers, failing which their offers are liable to be passed over.
9. **Earnest Money /Bid Guarantee (EMD) :** The Tenderers/Bidders shall furnish Earnest Money / Bid Security as mentioned in the Bid invitation. Tenderer's attention is invited to **clause 6** of Instructions to tenderer in this regard. The offers without requisite Earnest Money Deposit/Bid Guarantee (EMD) shall be summarily rejected.
10. **Performance Guarantee Bond:** Successful tenderers/Bidders shall furnish Performance Guarantee Bond , equivalent to 10% (ten percent) of contract value towards satisfactory completion of contract as per Annexure-J, within **15 days** of receipt of Advance Acceptance Letter. Tenderer/Bidder's attention is invited to **clause -20** of Instructions to tenderer, in this regard.
11. **Inspection:** Supply of stores is subject to inspection by Railway's authorised representative before effecting shipment. In addition, contractor shall also be required to furnish a Manufacturer's Test Certificate to the effect that the Stores supplied strictly confirm to the technical specification given in the order.
12. **WARRANTY:** The Stores shall cover warranty as per clause 9 of special conditions of contract for a period of 30 months after the date of delivery at ultimate destination in India or 24 months after the date of placing in service or commissioning and proving test of equipment (where commissioning is required) at ultimate destination in India whichever is earlier, except in respect of complaints ,defects and/or claims notified to the contractor within 3(three) months of expiry of such date. Tenderer/Bidder's attention is drawn to clause 9 of Special Conditions of Contract.
13. Tenderer/Bidder shall furnish the name of manufacturers and the Country of Origin of the Stores offered. In case the offer is submitted by the manufacturer's representatives a letter of authority to quote on behalf of their principals shall accompany the offer.

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14. Tender documents complete in all respect should reach Controller of Stores, West *Central Railway, First Floor, Core Building, Indira Market, Civil Lines, Jabalpur - 482001 Madhyapradesh (India)* on the due date and on or before 11.00 Hrs. on the _____ positively.
15. If the due date of opening happens to be a Gaz. Holiday / Saturday /Sunday, the tender will be opened on the next working day on the appointed time.

CONTROLLER OF STORES
WEST CENTRAL RAILWAY
Jabalpur-482 001(INDIA)

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ANNEXURE – B

(Please see clause 1.2 & 7.5 of Instructions to Tenderers)

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(WEST CENTRAL RAILWAY)**

To

THE PRESIDENT OF INDIA,

Acting through the Controller of Stores,
West Central Railway, 1st Floor, Core Building
Indira Market, Civil Lines,
Jabalpur-482 001, Madhya Pradesh, INDIA.

This proforma is to be used only for offers of imported goods.

OFFER FORM for Tender No.----- Date of opening ----- Time-----
Hours

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

Item No.	Description	Specification	HSN Classification	Unit	Qty	Price per unit exclusive of Agency Commission (in the currency / Currencies of Manufacturers country / countries or US \$)			Agency commission per unit (in the currency/currencies of Manufacturers country/countries or US \$)	Total value of offer per unit (inclusive of Agency commission in the currency /currencies of Manufacturers country /countries or US \$)	Terms Of Payment	Delivery period	Gross weight and dimensions of packages
1	2	3	4	5	6	7			8	9	10	11	12
						FOB Port of country of supply. 7 (a)	CFR Indian Port. 7 (b)	Port Handling Inland freight & incidentals. 7 (c)					

2. We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees. The relevant information is given below:

(To be filled in by the tenderer)

- a) The name and address of the Agent.....
b) Service to be rendered by the Agent.
c) Amount of remuneration for the Agent.

3. It is hereby certified that we have understood the Instructions to Tenderers, and also the General and Special Conditions of Contract attached to the tender and have thoroughly examined specifications drawings quoted in the 'Schedule of Requirement' and are thoroughly aware of the nature of stores required and our offer is to supply store strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open **for 180 days** from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

5. Earnest Money/Bid Guarantee for an amount equal to. ----- is enclosed in the form specified in **Clause – 6** of the 'Instructions to Tenderers'.

Note:

- i) The tenderers may prepare their own offer forms as per the proforma.
- ii) No change in the proforma is permissible.
- iii) No erasures or alterations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the tenderers.
- v) Please refer to **Clause 3** of 'Instructions to Tenderers' before filling column.8.
- vi) Figures in columns 7 to 9 (both inclusive) should be both in figures and words. In case of discrepancy in rates quoted in words and figures, the rates quoted in words shall be considered.

Signature and seal of Manufacturer/Tenderer

**WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS**

**ANNEXURE – C
(Please see clauses 1.2, 7.5 and 9.8 of 'Instructions to Tenderers')
GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(WEST CENTRAL RAILWAY)**

THE PRESIDENT OF INDIA,

Acting through the Controller of Stores,
West Central Railway, 1st Floor, Core Building
Indira Market, Civil Lines,
Jabalpur-482 001, Madhya Pradesh, INDIA.

(This Proforma is to be used for offers of Partly imported partly indigenous and fully indigenous goods.)

OFFER FORM for Tender No. ----- Date of opening ----- Time -----
Hours

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

Item No.	Description	Specification	Unit	Qty	Price per unit	Total value of offer (in Indian Rupees)	Terms of Payment	Delivery Period	Break-up of price in Column 6 (in Indian Rupees) See table below.	Break-up of Price in Column 11(a) (in Indian Rupees) see table below	Gross Weight and dimensions of package per unit.
1	2	3	4	5	6	7	8	9	10	11	

Breakup of Price in Column 6 (in Indian Rupees)

Ex Facatory price	Excise Duty	Other levies	Sales Tax /VAT /CST	Packing and forwarding in detail	FOR station of dispatch price	Freight upto Destination	Insurance Charges (if any)	FOR Destination Price	Break-up of Price in Column 11(a) (in Indian Rupees) see table below	Total In Indian Rupees
A	B	C	D	E	F	G	H	I	J	

Break-up of Price in Column 10(a) (in Indian Rupees)

10								
CIF value of Imported Equipment /components	Duties on 11 (A)	Other levies	Incidentals	Value added components in India			Total Ex-factory price	Country of origin where components are imported
A	B	C	D	E			F	G
				Stores	Labour	Overheads & Others		

Value in Indian Rs.
Percentage

WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS

2. It is hereby certified that we have understood the Instructions to Tenderers, and also the General and Special Conditions of Contract attached to the tender and have thoroughly examined specifications/drawings quoted in the 'Schedule of Requirements' and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of tender. We agree to abide by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

3. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

4. Earnest Money/Bid Guarantee for an amount equal to. _____ is enclosed in the form specified in **Clause – 6** of the 'Instructions to Tenderer'.

Dated

Signature and seal of Manufacturer/Tenderer

Note:

- i) The tenderers may prepare their own offer forms as per this proforma.
 - ii) No change in the proforma is permissible.
 - iii) The tenderers should indicate whether they possess the industrial license from overnment of India for manufacturing and marketing the items offered. If where collaboration with a foreign firm for manufacturing of the items offered is involved the details of the same should be indicated.
 - iv) No erasures or alterations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the tenderer.
 - v) The detailed break up of ex-factory price should be indicated here and if so required by the purchaser the tenderer shall produce satisfactory proof in regard to the reasonableness of the same.
 - vi) The foreign exchange needed for the import of the components and import licence where necessary, should be arranged by the supplier. The purchaser will, however, render assistance required in this regard **Clause – 15** of the 'Instructions to Tenderers'.
 - vii) Figures in columns 6,7 10 and 11 should be both in figures and words. In case of discrepancy in rates quoted in words and figures, the rates quoted in words shall be considered.
 - viii) Tenderers offering indigenous goods (Group A & B offers) may also take into account in their bids any benefits available for supplies against IDA/BRD Credit through International Competitive Bidding, regarding deemed export after ascertaining from the appropriate Government Agency/Agencies.
 - (ix) The purchaser reserve the right to accept or reject deviations from General and Special Conditions of Contract and the additional price for complying with the conditions of contract in each case and his decision thereon shall be final.
-

WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS

ANNEXURE – D

(Please see clause 4.2 (a) of Instructions to Tenderers)

PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last 3 years)

Tender No.-----Date of opening-----Time-----Hours-----

Name of the Firm -----

Sr. No.	Order placed by (Full Address)	Order No. & Date	Description & quantity of stores ordered	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any.	Has the equipment been satisfactorily commissioned and is it giving trouble free service.
					As per Contract	Actual		

Signature and seal of theManufacturer/Tenderer.

**WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS**

Annexure – E

(Please see clause 4.2(b) of the Instructions of Tenderers.)

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. ----- Date of opening ----- Time ----- Hours -----
Name of the firm -----

Note: - All details required only for the items tendered.

1. Name and full address of the firm.
2. Telephone & Telex No. Office/Factory/Works.
3. Telegraphic address.
4. Location of the manufacturing factory.
5. Details of Industrial License, wherever required as per statutory regulations.
6. Details of Plant & Machinery erected and functioning in each Deptt. (Monographs & description pamphlets be supplied, if available.)
7. (a) Details of the process of manufacture in the factory in brief./ **Process Chart**
(b) Whether the process of Manufacturing in the factory is carried out with the aid of power or without it.
8. Detail & stocks of raw material held.
9. Production capacity of items quoted for, with the existing plant & machinery.

Normal.**Maximum.**
10. Inspection Stages
- 11 Details of arrangement for quality control of products such as laboratory, testing equipment etc.
12. Details of staff.:
 - a. Details of technical supervisory staff-in charge of production & quality control
 - b. Skilled labour employed
 - c. Unskilled labour employed
 - d. Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, India. If so, furnish full particulars of registration, period of currency etc.
14. Are you a MSE/Small Scale Unit, registered with the National Small Scale Industries Corporation Ltd/Nominated agencies for the tendered item. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the Manufacturer/Tenderer

**WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS**

ANNEXURE - F

(Please see clause 6 & 6.2 of 'Instructions of Tenderers')

**PROFORMA FOR BANK GUARANTEE FOR BID GUARANTEE (ON BANK'S
LETTER-HEAD WITH ADHESIVE STAMP) .**

Ref.: _____

Date: _____

Bank Guarantee No.: _____

To

THE PRESIDENT OF INDIA

acting through the Controller of Stores

West Central Railway, 1st Floor, Core Building

Indira Market, Civil Lines,

Jabalpur-482 001, Madhya Pradesh, INDIA.

Dear Sir,

In accordance with your invitation to Tender No. _____ for supply of _____

M/s _____ hereinafter called the tenderer with their Directors on their

Board of Directors/Partners of firm:-

- | | |
|----|-----|
| 1. | 2. |
| 3. | 4. |
| 5. | 6. |
| 7. | 8. |
| 9. | 10. |

wish to participate in the said tender for the supply of. _____

As a Bank Guarantee against Bid Guarantee for a sum of _____ (in words & figures) valid for (225) two hundred and twenty five days from _____ required to be submitted by the tenderer as a condition for the participation, this bank hereby guarantees and undertakes during the above said period of (225) two hundred and twenty five days to immediately pay, on demand by the Controller of Stores, WEST CENTRAL RAILWAY, Jabalpur-482 001, INDIA, in writing the amount of _____ (in words & figures) to the said, Controller of Stores, WEST CENTRAL RAILWAY, JABALPUR-482 001, INDIA, and without any reservation and recourse, if:

- i) the bidder after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser: or
- ii) the bidder withdraws the said bid within 180 days after opening of bid: or
- iii) the bidder having executed the contract fails to give the bonds so aforesaid within the period provided in the contract; or
- iv) The bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract.

This guarantee will be irrevocable and remain valid upto 4.30 P.M. on _____, if further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

Date : _____

Signature : _____

Place : _____ Printed Name _____

Witness : _____

(Bank's Common Seal)

Note: It shall be ensured that the complete particulars of the Banks' (issuing bank guarantee) mailing address including telephone number, fax number & E-mail ID are invariably indicated on the Bank Guarantee.

**WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS**

ANEXURE – G

(Please see clause 1.5, 1.6 & 7.10 of 'Instructions to Tenderers')

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No. _____

Date _____

To

THE PRESIDENT OF INDIA

acting through the Controller of Stores,

West Central Railway, 1st Floor, Core Building

Indira Market, Civil Lines,

Jabalpur-482 001, Madhyapradesh, INDIA.

Dear Sir,

Sub.: Controller of Stores , Central Railway's Tender No.: _____ Due On

We _____ an established and reputable manufacturers of _____ having factories at _____ and _____ do hereby authorize M/s _____ (name and address of Agent) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No. _____.

We hereby confirm the technical specification and other technical stipulations of the contract relating to the equipment (including its satisfactory performance) offered by the said _____, in respect of our equipment offered by them against the above tender No _____ due on _____.

No company/firm or individual other than M/s _____ are authorized to represent us in regard to this business against this specific tender.

Yours faithfully,
(Name)

for & on behalf of M/s _____
(Name of Manufacturer)

Note: This letter of authority should be on the letter-head of the manufacturing concern and should be signed by a person competent and having the power of attorney of bind the manufacturer.

WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS

Annexure – H1

(Please see clause 17 of Instructions to Tenderers)

**DETAILS OF SHIPPING ARRANGEMENTS FOR LINER CARGOES IN RESPECT OF
FOB/CFR TRUNKY/CONTRACTS FOR IMPORTS.**

1. (a) SHIPMENT FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (i.e. FRENCH AND WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference, if the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference. Conferity House, East Grin stead , Sussex (U.K), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India (Cable: TRANSCHART, NEW DELHI, TELEX: VAHAN IN -031-61157, 61158, 61159).

The Sellers should arrange shipment through the Government of India's Forwarding Agents, M/s. Schenker & Co., 2000-Hamburg (Cable: SCHENKER CO. HAMBURG) OR obtain a certificate from them to the effect that shipment has been arranged in accordance with Instructions of the Ministry of Shipping, Transport Bhavan, New Delhi, India.

(b) SHIPMENT FROM (RESTOCK) G.D.R.

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the Agreement between Government of German Democratic Republic and the Government of the Republic of India in the Field of Merchant shipping signed on 9.1.1979, as amended up-to-date.

(c) SHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOLAVIA.

The Seller should arrange shipment of the goods by vessels belonging to the following Indians member lines;

1. The Shipping Corporation of India Ltd.
2. The Scandia Steam Navigation Co., Ltd.
3. India Steamship Co., Ltd.

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks advance of the required position to M/s. Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO. HUMBURG) and also endorse a copy thereof to the Shipping Co-ordination officer, Ministry of Shipping, Transport Bhavan, New Delhi, India (Cable: TRANSCHART, NEW DELHI; Telex : VANAN IN-031-61157, 61158,61159).

The Seller should arrange shipment through the Government of India's Forwarding Agents M/s. Schenker & Co. Hamburg (Cable: SCHENKER CO. HUMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the Instructions of the Ministry of Shipping, Transport Bhavan, New Delhi, India.

(d) SHIPMENT FROM POLAND & CZECHOSLOVAKIA.

(i) IMPORTS FROM POLAND.

Shipment under this contract would be made by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement between the Government of the Republic of India and the Government of the Polish People's Republic regarding Shipping Co-operation dated 27.6.1960 as amended up-to-date.

**WEST CENTRAL RAILWAY
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(ii) IMPORTS FROM CZECHOSLOVAKIA.

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of third flag conference lines, in accordance with the agreement co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date. Shipping arrangements should be made by the Sellers in consultation with the resident, Representative of the India Shipping Lines in Gdynia, Co., Morska Agencja W.Gdyniul, Pulaskiego 8,P.O. Box 246 ; Gdynia (Poland) Telex : MAG PL.054301, Tel. : 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping ,Transport Bhavan, New Delhi, India (Cable: TRANSCART, NEW DELHI; Telex : VANAN IN-031-61157, 61158,61159).

(e) SHIPMENT FROM U.S.S.R.

Shipment under this contract should be made in accordance with the agreement between the Government of Republic of India and the Government of the USSU on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet Shipping Service.

(f) SHIPMENT FROM JAPAN.

The shipment of goods should may be made by India vessels to the maximum extent possible subject to minimum of 50%. The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo, to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Government Consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note:- The copies of such contracts are to be endorsed both to the Attaché (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Shipping , Transport Bhavan, New Delhi, India.

(g) SHIPMENT FROM ASUTRALLIA, ALGERIA, BULGARIA, ROMANIA, EGYPT.

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum 50% for the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd. SHIPPING HOUSE, 245, Madame Cama Road, Mumbai – 400v021 (CABLE : SHIPINDIA MUMBAI) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India ((Cable: TRANSCART, NEW DELHI; Telex : VANAN IN-031-61157, 61158,61159).

(h) SHIPMENT FROM PAKISTAN.

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%. Shipping arrangement should be made by the Sellers in consultation with M/S. Mogul Line Ltd., 16-Bank Street, Fort, Mumbai – 400 023 (Cable : MOGUL MUMBAI ; TELEX : 011-4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of loading/ discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India ((Cable: TRANSCART, NEW DELHI; Telex : VANAN IN-031-61157, 61158,61159).

(i) SHIPMENT FROM U.S. ATLANTIC & GULF PORTS.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma outward Freight Conference. If the Seller finds that the space of the ‘ Conference Lines’ vessels in not available for any specific shipment, he should take up with India-Pakistan-Bangladesh-Ceylon and Burma outward Freight Conference, 19 Rector Street, New York N.Y. 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India ((Cable: TRANSCART, NEW DELHI; Telex : VANAN IN-031-61157,61158,61159).

**WEST CENTRAL RAILWAY
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(j) SHIPMENT FROM ST.LAWRENCE AND EASTERN CANADIAN PORTS.

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines:

- (1) The Shipping Corporation of India Ltd.
- (2) The Scindia Steam Navigation Co. Ltd.

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India ((Cable: TRANSCART, NEW DELHI; Telex :VANAN IN-031-61157, 61158,61159) immediately so the dispensation from the shipping lines concerned to use alternative lifting may be sought.

(k) SHIPMENTS FROM WEST COAST PORTS OF U.S.A. CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE.

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of the Government consignee and expected date of readiness of each consignment, etc. to the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India ((Cable:TRANSCART, NEW DELHI; Telex : VANAN IN-031-61157, 61158,61159) at least six weeks in advance of the required position.

2. BILLS OF LADING.

(i) CIF/CFR/TURNKEY SHIPMENTS.

The bills of lading should be drawn to indicate Shipper, and 'Consignee' as under:

SHIPPER : The CFR/TURNKEY SHIPMENTS.

CONSIGNEE : The Governmentt. of India, Government Department undertaking or Project concerned or Director of Supplies and Disposals, Embarkation Commandant (as the case may be)

(ii) FOB/FOR SHIPMENTS.

The bills of lading should be drawn to indicate Shipper, and 'Consignee' as under:

SHIPPER : The FOB suppliers concerned.

CONSIGNEE : Suppliers Indian Agents on order.

Note 1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee, should appear in the body of the Bills of Lading as per the 'Notify' or as remark.

2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India after the shipment of each consignment is effected.

3. The Seller should avoid the use of over-aged vessels for the Shipment of the goods under the contract and if so used, the cost of additional Insurance, if any, shall be borne by the Seller.

**WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS**

Annexure –H2

(Please see clause 17 of Instruction to Tenderers.)

DETAILS OF SHIPPING ARRANGEMENTS OF LINER CARGOES IN RESPECT OF

FOB /FAS CONTRACTS FOR IMPORTS.

1. Shipping arrangements will be made by the Ministry of Shipping, Transport Bhavan, New Delhi, India ((Cable: TRANSHART, NEW DELHI; Telex : VANAN IN-031-61157, 61158,61159), through their respective forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required for finalizing the shipping arrangements.

S.No.	Area	Forwarding Agent/Nominees
A	UK including Northern Ireland (also Eire), the North Continent of Europe(Germany, Holland, Belgium, France, Norway, Sweden, Finland and Denmark) and ports on the Continental Sea Board of the Mediterranean (i.e. French and Western Italian Ports) and also Adriatic Ports.	M/s. Schenker & Co., 2000 Hamburg –11, POB No. 110313 (Cable : SCHENKERCO HAMBURG) Telex : 217004-33 SHD 212675 Telephone No. 040/36135-0
B	USA, Canada, Mexico & South America, Brazil.	M/s. OPT Overseas Project Transport Inc., 46, SELLERS STREET, KEARNY, NEW JERSEY 07032. TEL : (201) 998-7771 TELEX: 673-3586 FAX : (201) 998-7833
C	Japan.	The First Secretary (Commercial) Embassy of India, Tokyo, Japan (Cable : INDEMBASSY TOKYO) TELEX : INDEMBASST J-24850 TELEPHONE : 262-2391
D	Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt, GDR.	The Shipping Corporation of India Ltd., 'Shipping House' 229/232 Madame Cama road, Mumbai- 400 –21 (Cable : SHIP INDIA MUMBAI), Telex : 31-2209 SCID IN, Telephone : 232666,232785
E	Russia, Ukraine, etc. (USSR Block)	The Secretaries, Indo-Soviet Shipping Service, C/o The Shipping Corporation of India Ltd., Shipping 'House' 245, Madame Cama Road, Mumbai – 400 021 (Cable : SHIP INDIA MUMBAI FOR SOVIND SHIP Telex : 31 2209 SCID IN Telephone : 232666
F	Poland	The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., Shipping 'House' 245, Madame Cama Road, Mumbai– 400 021 (Cable : SHIP INDIA MUMBAI FOR INDOPOL) Telex: 3165119 SCID IN Telephone: 232666
G	Pakistan	The Mogul-Line Ltd.,16 Bank Street, Fort Mumbai –400 023 (Cable: MOGUL MUMBAI) Telex: 011-4049 (MOGUL) Telephone: 252785

WEST CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF STORES FOR EMD LOCO ITEMS

2. BILLS OF LADING.

The Bills of Lading should be drawn to indicate 'Shipper and Consignee' as under:-

SHIPPER : The Government of India
CONSIGNEE : As per consignee's particulars in the Contract,
(The name and address of the 'Port Consignee' and
'Ultimate' both should be indicated)

3. Two non-negotiable copies of the bills of lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India after the shipment of each consignment is effected.

4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

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ANNEXURE-H3
MINISTRY OF SHIPPING, TRANSPORT BHAVAN, NEW DELHI,INDIA
(Cargo particulars in respect of Imports, from USA and Canada)

1. Name of U.S./Canadian suppliers with Postal/Telegraphic address.
2. Contract Number and date, date to be spelled in words specially month of avoid misunderstanding.
3. Full Designation and Postal/Telegraphic address of the Port Consignee and Ultimate Consignee.
4. Brief Description of Cargo.
5. Delivery Date.
6. Port of Shipment.
7. Port of Discharge.
8. Terms of delivery (The terms FOB is generally interpreted in USA as FOB loading point (i.e. Works/Factory or Ware house which are located in the interior). If delivery is basis FOB Plant/Works, Dollar Fund is necessary to cover inland freight payment up to F.A.S. vessel port of Shipment. Also F.A.S. West Coast and Gulf Ports involve additional charges towards wharlage and handling, where handling is involved, to be paid in Dollars. If payment by L/C is established by importers, whether such charges have been provided in L/C, should be indicated
9. Source of Fund, i.e. free foreign currency or loan. If former, indicate foreign exchange sanction No. and date. In case of later, Loan number should be indicated.
10. Paying authority, how the cost of goods etc., will be reimbursed, whether through C.A.O., Embassy of India, Washington D.C. or by L/C to be arranged by importer. The name of Account Officer in India and head of Account in the former case to be indicated.
11. Whether Transit/Marine Insurance is required/ arranged (insurance is required or nor required to be clearly stated)
12. If payment of freight to U.S flag involved (i.e.A.I.D./D.L.F./E.X.I.M. Loans required 60 percent by U.S. Flag) and whether Dollar Fund has been made available to C.A.O. Embassy of India , Washington. If so, details to be given.
13. Import Licence number and validity date. If import Licence (in India) is required.
14. Flag requirements, if any, to be indicated.
15. If, Export Licence required, whether suppliers advised to apply in the name of Commerce and Supply Wing, Embassy of India, Washington D.C. and submit application to them.

Note:- This form should be filled in and sent (in duplicate) to the Shipping Co-ordination Officer, Ministry of Shipping, Transport Bhavan, New Delhi, India

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ANNEXURE-H3
MINISTRY OF SHIPPING, TRANSPORT BHAVAN, NEW DELHI,INDIA

Proforma for indicating Particulars of Cargoes for which Shipping space is required to be arranged by the Ministry of Shipping, Transport Bhavan, New Delhi, India on behalf of Ministry/Department/Project/under taking.

S.No	Name of the Supplier with telegraphic / postal address	Name of the consignee with telegraphic / postal address	Description	Qty	Cargo Availability whether ship load or parcel, if parcel , size of parcels	Period over which shipment to be completed	Loading Port	Discharge Port	Nature of Contract FOB or C&F / CIF	Any Special conditions in the contract relating to ship
1	2	3	4	5	6	7	8	9	10	11

1. This form should be filled in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and to the Shipping Co-ordination Officer, (in respect of general liner cargoes) Ministry of Shipping, Transport Bhavan, New Delhi, India together with two copies of the Purchase/Sale contract as soon as relevant contract is finalized.

2. This pro-forma is for all contract for imports and exports (except those for imports from U.S.A. and Canada).

3. In case of import of general liner cargoes from Japan, the cargo particulars pro-forma should be sent in quadruplicate and in respect of FOB/CFR Turnkey contract for import U.K. Continent in quarter duplicate.

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ANNEXURE – I

(Please see clause 2.3, 2.4 and 7.7 of Instructions to Tenderers)

PROFORMA FOR STATEMENT OF DEVIATIONS

1) The following are the particulars of **deviations from the requirements of the tender specifications:-**

CLAUSE	DEVIATION	REMARKS (Including Justification)

2) The following are the particulars of **deviations from the requirements of the Instructions to Tenderers, General and Special Conditions of Contract:-**

CLAUSE	DEVIATION	REMARKS (Including Justification)

Signature and seal of the Manufacturer/Tenderer

Note:- Where there is no deviation the statement should be returned duly signed with an endorsement indicating “No Deviations”.

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ANNEXURE – J

(please see clause 20 of General Conditions of Contract)

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE BOND**

Ref.: _____ Date : _____

Bank Guarantee No. _____

To _____

THE PRESIDENT OF INDIA

acting through Financial Advisor and Chief Accounts Officer(**FA&CAO**)
WEST CENTRAL RAILWAY,
Jabalpur-482 001. INDIA

1. Against contract vide advance Acceptance of the Tender No. _____ dated _____ and AAL No. _____ Date _____ covering supply of _____ (hereinafter called the said 'contract') entered into between the President of India and _____ (hereinafter called the Contractor), this is to certify that at the request of the Contractor we, _____ Bank Ltd., are holding in trust in favour of the President of India, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms of the conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India).

a. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor, i.e., till _____ (viz. till the Controller of Stores , West Central Railway, Jabalpur-482 001 certifies that the terms and conditions of the said agreement/ contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges the Guarantee) hereinafter called the 'said date' and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us (_____ Bank Ltd.), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us, _____ Bank Ltd., by the President of India (Govt. of India) , before said date Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Financial Advisor and Chief Accounts Officer (**FA&CAO**), **WEST CENTRAL RAILWAY, JABALPUR-482 001 (INDIA)**.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).

4. 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.

5. We, _____ Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or post for any time or from time to time any of the powers excisable by the President of India (Govt. of India) against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd.,) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any

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forbearance and/or commission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date :_____	Signature :_____
Place :_____	Printed Name :_____
Witness :_____	Designation :_____

(Bank's Common Seal)

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**ANNEXURE-K
(Clause 9 of Spl. Conditions of contract)**

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

To,

THE PRESIDENT OF INDIA,
acting through Financial Advisor and Chief Accounts Officer(FA&CAO)
WEST CENTRAL RAILWAY,
JABALPUR-482 001. INDIA

Sub: Guarantee No.-----for------(Amount) Covering equipment (s)

Serial No.-----supplied to -----
----(Consignee/s).

Ref: Contract No.-----dated-----
Placed on M/s.-----

1. WHEREAS M/S.----- one of our constituents,
(hereinafter called the “Sellers”) have agreed to sell to you (hereinafter referred to as the
“Government”) Nos. of ----- give description) as
per contract No.----- Dated-----
----- (hereinafter called “the said contract)

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10%
of the value of the stores would be made, provided that the sellers furnish to the Purchaser a Bank
Guarantee from a recognized bank, acceptable to the Purchaser for 10 per cent of the value of the said
contract, valid for a period covering in full the Guarantee Period as per the warranty clause-9 of Special
Conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in
your favour for an amount representing 10 per cent of the value of the 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 -
----- representing 10 per cent of the value of the stores dispatched under the said contract in
case the Seller make default in paying the said sum or make any default in the performance, observance
or discharge of the guarantee contained in the said contract.

5. We agree that the decision of the Government, whether any default has occurred or has been
committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall
be conclusive and binding on us M/s.-----.

6. Government shall be at liberty, from time to time, to grant or allow extension of time or give other
indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers
without affecting or impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or
disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating
thereto our liability under this present being absolute and unequivocal. We also undertake to pay to the
Government any money so demanded against the Purchaser’s claims in any other contracts placed on
the said Sellers. 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.

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8. This bank guarantee comes into force when the balance ten percent of the value of the stores, shipped per Vessel ----- vide Bill of Lading No. -----
----- dated ----- or R/RNo -----
dated ----- (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to ----- . (viz till the date of expiry of the warranty period as per clause -9 of the Special Conditions of the contract).

9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Date ----- Signature -----

Place ----- Printed Name -----

-

Witness ----- (Designation) -----

Bank's Common Seal

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ANNEXURE-L
(clause 8 of Schedule of Requirement)

TENDERER/BIDDER'S CREDENTIALS

The Tender shall be open to all qualified and established manufactures of the type of Stores specified in the Tender and such Tenderer/Bidders shall provide satisfactory evidence acceptable to the Railway to show that:

- (a) He is an experienced and established supplier who undertakes to design and supply the stores Tendered for and has adequate technical knowledge and practical experience in the field. The Tenderer/Bidder should furnish adequate evidence in regard to his having designed and supplied the stores Tendered for the entire satisfaction of various customers. The names and addresses of the parties to whom such stores have been supplied would be submitted by the Tenderer/Bidder.
- (b) He has adequate financial stability and status to meet the obligations under the Contract for which he is required to submit a report from a recognized Bank or Financial institution , **as per Annexure-L2.**
- (c) He has established organization to ensure that there is adequate Quality Control at all stages of work, including manufacture.
- (d) He has adequate equipment, plant and machinery to complete the work within the time schedule offered by him.
- (e) He has adequate organization for after-sales-service.

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Annexure-L2
(please see Cl. 4.1 b) of Instructions to Tenderers)

PROFORMA OF BANKER'S REPORT

Ref.:_____ Date:_____

To
THE PRESIDENT OF INDIA
acting through the Controller of Stores
West Central Railway, 1st Floor, Core Building
Indira Market, Civil Lines,
Jabalpur-482 001, Madhyapradesh, INDIA.

Sub: Global Tender No._____ for procurement of _____.

1. We understand that M/s._____ intend to bid for subject tender. In this connection, we are pleased to provide you with the following information on said firm.
2. That M/s._____ (Firm's complete address to be mentioned here) has had a long standing relationship with this Bank since _____ (the year to be mentioned here) and has been maintaining satisfactory relationship with our bank.
3. That M/s. _____ has proved themselves as a reliable and trustworthy partner with a good financial standing.
4. That in our opinion M/s. _____ has sufficient equity means and liquid assets as well as access to credit lines & other financial means to meet all contractual obligations under the subject tender.

Date_____ Signature_____

Place_____ Printed Name_____

Witness_____ (Designation)_____

Bank's Common Seal
