GOVERNMENT OF INDIA (BHARAT SARKAR)
(MINISTRY OF RAILWAYS (RAIL MANTRALAYA)
(RAILWAY BOARD)

BID INVITATION FOR ELECTRONIC OFFERS

E-GLOBAL TENDER NO: WTA-519

Electronic bids are invited for and on behalf of the President of India from established and reliable manufacturers or their authorized agents for supply of the following items:-

Item No.	Description	Spécification	Quantity (Nos.)
A	Solid Forged Wheels (Rough Turned) for FIAT IR Bogies (LHB) to drawing No. MI006615 Alt. - b	IRS R- 19/93 Part-II (Rev.4) of July 2012 with Corrigendum No.1 of August 2015	60000

Bid Guarantee Amount		Last date for submission & opening of Bids
Indian Rupees	US Dollars	As specified in the Schedule of Requirements (SOR)
Rs.50 Lakh	USD 68030	

1. Non-transferable Bid documents containing complete description of the item required, as also other terms and conditions are available at www.ireps.gov.in and may be downloaded therefrom for on-line submission of their E-bid. The terms bid or offer and tenderer or bidder used in this tender document implies the same meaning.

2. The e-bids are required to be submitted at www.ireps.gov.in before the time and date specified for the same. The tender will be **two packet type** where the bidder has to submit the technical bid and financial bid i.e. price break up for item before scheduled date and timing of closing of tender. The technical bid will be opened first and the offers found eligible will be categorized as qualified. For the firms, who shall be found technically unsuitable, the financial bid shall not be opened. The offer(s) not complying with the essential techno-commercial and financial requirement of the tender as per eligibility criteria and other related conditions will be declared as in-eligible for award of contract. **The offer of the firm(s) submitting any part of financial bid along with the technical bid will be summarily rejected and the Earnest Money deposited will be forfeited. The bidder is prohibited to submit any part of the financial bid at any other place other than at financial rate page tab in IREPS portal.**

Signature Not Verified
Digitally signed by SUNIL KUMAR VERMA
Date: 2021.11.03 13:24:02 IST
Reason: IREPS-CRIS
Location: New Delhi

3. After evaluation of the technical and commercial suitability of offers for placement of order, the corresponding financial bid of those technically suitable offers will be opened.

4. Qualifying Requirements of Bidders: As specified in clause no. 11 of Schedule of Requirement and clause no. 4 of Section–I of Bid Document Part–II.

JOINT DIRECTOR, RAILWAY STORES (M)
MINISTRY OF RAILWAYS
(RAILWAY BOARD)
RAIL BHAWAN, RAISINA ROAD,
NEW DELHI-110001.
FAX NO.0091-11-23388598

SCHEDULE OF REQUIREMENTS (SOR)

E-TENDER NO. WTA- 519

NAME and address of the Bidder
(to whom issued)

Time Schedule				
SN.	**Details**	**Date**	**Time**	**Venue**
1.	Closing date/time of submission of e-bids	20-12-2021 (Monday)	1430 Hrs	Online on www.ireps.gov.in
2.	Closing date / time of submission of Bid guarantee (as per Clause 6 of part –II, Section-I, Instructions to bidders).	20-12-2021	1430 Hrs	SO/RS(WTA), Ministry of Railways (Railway Board), Room No. 134-A, Rail Bhawan, New Delhi-110001.
3.	Opening of e-bid	20-12-2021	1500 hrs	Online on www.ireps.gov.in

In case the date of e-bid opening falls on a gazetted holiday or is subsequently declared as such, the e-bids will be opened on the next working date at the appointed time.

1.0 Description of Goods and Services and their Quantities

Table A (Goods)		
Item	Description of Stores	Quantity (Unit)
i	Solid Forged Wheels (Rough Turned) for FIAT IR Bogies (LHB) to drawing No. MI006615 Alt. – b with specification no. IRS R- 19/93 Part-II (Rev.4) of July 2012 with Corrigendum No.1 of August 2015.	60000 Nos.

1.1 For submission of offers refer clause 7.0 and 9.0 of Section-I of the Bid Document Part-I.

2.0 DELIVERY: Supply to commence within 2 months from the date of supply order and to be supplied at the rate of 20000 nos. wheels per quarter.

2.1 **Indian Port of Destination**: Nhava Sheva Port, India or Mumbai, India

3.0 **E-Tender/Bid Document consists of following**

a) Part -I
i) Bid Invitation
ii) Schedule of Requirements with special notes

b) Part-II
i) Instructions to Bidders (Section-I)
ii) General Condition of Contract (Section-II)
iii) Special Condition of Contract (Section-III)
iv) Annexures (Section –IV)
v) IRS condition of contract available at www.ireps.gov.in

c) Part-III
i) Functional Requirements Specification.

4.0 MANDATORY REQUIREMENTS OF ELECTRONIC TENDERS:

Tenderer/Bidder is required to fill-in and upload the following proforma giving an undertaking for submission of required information/details at the time of on-line submission of their e-bid.

SN.	Requirement	Remarks
1.	Have you submitted a Bid Guarantee *as per clause 6 of Instructions to Bidders*? *(If yes Please fill-up the bid guarantee No., e-payment details and other details)*	Bid Guarantee No. …. Date……. Amount……..Name of bank issuing bid guarantee……../Online payment reference No. and date.

SPECIAL NOTES:-

5.1 The e-bids are required to be submitted at www.ireps.gov.in before the time and date specified for the same. No manual submission of documents is permitted except submission of proof of Bid Guarantee as per Clause 6 of part –II, Section-I, Instructions to bidders. Tenderers shall upload all the documents related to financial bid and techno-commercial bid in IREPS portal only. The bidder is prohibited to submit any part of the financial bid at any other place other than at financial rate page tab in IREPS portal, being two packet tender system (e-RA). The offer of the firm(s) submitting any part of financial bid along with the technical bid will be summarily rejected with **forfeiture of Earnest Money (EMD).**

5.2 Tenderers can upload individual file having capacity of 3.5 to 3.7 MB as attached document, however there is no limitation on number of files which can be attached. CRIS is under the process of increasing the capacity of files to be uploaded. Tenderers are advised to upload the documents well in advance to avoid last minute rush and complication. All documents which are submitted should be in A4 size to facilitate printing.

5.3 Bids not accompanied by bid guarantee (Earnest Money) and not submitted within the stipulated time and date will be summarily rejected.

6.0 Bidders are required to attach Performance Statement (Format as per annexure 1) along with their e-bid as per clause 4 of Section-I of Bid Document Part-II.

7.0 Indigenous (domestic) bidders should quote F.O.R destination rate, giving the detailed break-up separately as per clause 9.8 of Section-I of Bid Document Part-II.

8.0 Foreign bidders should quote F.O.B prices on the basis of F.O.B stowed and Trimmed, and CFR prices giving the detailed break-up separately as per clause 9.0 of Section-I of Bid Document Part-II.

9.0 The bidders should indicate the weight, size and volume of each of the package/container with the details of the materials proposed to be packed in such package and weight of each item. Basis of freight rate shall also be indicated in the bid.

10.0 The purchaser's decision will take due consideration of revised Public Procurement(Preference to Make in India) order 2017vide Railway Board's letter No.2020/RS(G)/779/2 dated 12/06/2020(copy enclosed with the tender document).Bidders attention are also invited to Para 10(d) of aforesaid Railway Board's letter as below:

"If a Nodal Ministry is satisfied that Indian Suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the standing committee."

10.1 Bidders attention are invited on imposition of restriction on procurement from a bidder of a country which shares a land border with India under Rule 144(xi) of GFR 2017 as per railway Board's letter No.2020/RS(G)/779/2 dated 06/08/2020 (copy enclosed with tender document). No procurement shall be made in violation of public procurement orders specified in aforesaid Railway Board's letter.

11.0 QUALIFYING REQUIREMENTS OF BIDDERS

11.1 The qualifying criteria governing this BID INVITATION shall be as per the specification, indicated in Schedule of Requirement (if any). The bidder shall provide a satisfactory evidence acceptable to the Purchaser to show that Bidder-

(a) is a licensed manufacturer who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
(b) 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 a financial institution;
(c) has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
(d) has an established quality control system and organization to ensure that there is adequate control at all stages of all manufacturing processes.

11.2 For purpose of para- 11.1, the bidder should additionally submit -

(a) a Performance Statement as in Annexure-1, giving a list of major supplies, effected in the recent past, of the items offered 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;
(b) a statement indicating details of equipment employed and quality control measures adopted as in Annexure-2.

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

11.4 Following are additional qualifying requirements as stated in Para 10.1 of Special Note and in terms of public procurement orders specified in Railway Board's letter No.2020/RS(G)/779/2 dated 06/08/2020;

a) Any bidder from country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

b) Bidder must submit a certificate along with their bid as per Annexure -10 enclosed with tender bid document.

12.0 QUANTITY VARIATION CLAUSE:-The Purchaser reserves the right to vary the quantity mentioned in the "Schedule of Requirements" by plus/minus 30%. Purchaser also reserves the right to increase the contract quantity at same terms and conditions by a maximum of 30% after the placement of order during the currency keeping the overall quantity increase within 30% of the bid quantity.

13.0 Bidders are requested to visit site www.ireps.gov.in and go through the e-tender documents carefully. **References of some of the important clauses is as under-**

a) Qualifying Requirements of Bidders- clause 4 of Section-I of Bid Document Part-II and Clause 11 of SOR.
b) Bid Guarantee- clause 6 of Section-I of Bid Document Part-II
c) Evaluation of Offers- clause 11 of Section-I of Bid Document Part-II
d) Payment terms - clause 12 of Section-I of Bid Document Part-II
e) Acceptance of tender and splitting of tendered quantities- clause 18 of Section-I of Bid Document Part-II.

14. Responsiveness of offer:

a) Validity of offer for minimum period of 180 days from the date of Tender Opening – No Deviation is permitted and offer will be summarily rejected in case of deviation.

b) Validity of Bid Guarantee for 225 days from the date of Tender Opening - No Deviation is permitted and offer will be summarily rejected in case of deviation.

c) Submission of Bid Guarantee - No Deviation is permitted and offer will be summarily rejected in case of deviation.

d) Issue of tender specific authority by a manufacturer to not more than one bidder submitting their e-bids – No Deviation is permitted and offer will be summarily rejected in case of deviation.

e) Submission of bid by agent with tender specific authority from the manufacturer – No Deviation is permitted and offer will be summarily rejected in case of deviation.

15.0 Price Variation: All the prices quoted must be on firm price basis only**.**

15.1 Only statutory variation of taxes/duties as applicable will be allowed within the currency of contract.

16.0 In case of any difference in conditions in various part/sections of tender document harmonious interpretation shall be viewed. However, the following order of priority will be given in interpretation of the clause; Schedule of Requirement, Instruction to Tenderer, Special Conditions of Contract, General Conditions of Contract and IRS Conditions of Contract (Stores).

* * *

1. CHECK LIST-I

1.	Have you submitted a Bid Guarantee *as per clause 6 of Instructions to Bidders*?	Yes/No
2.	Have you furnished a Letter of Authority? (If manufacture is not quoting directly). (Annexure 5)	Yes/No
3.	Have you furnished a Performance Statement? (Annexure 1)	Yes/No
4.	Have you furnished the Statement of Equipment & Quality Control? (Annexure 2)	Yes/No
5.	Have you submitted a Deviation Statement? (Annexure 9)	Yes/No
6.	Have you submitted the Banker's Report? (Clause 11.0 of 'SOR')	Yes/No
7.	Have you kept your offer valid for 180 days?	Yes/No

Signature & Seal of the Manufacturer/Bidder

CHECK LIST – II.

i.	Have you submitted the authorization letter authorizing your agent to quote on this tender?	Yes/No
ii.	Have you indicated the complete name and address of the agents and details of the services to be rendered by the agents?	Yes/No
iii.	Is the agent going to render training and AMC?	Yes/No
iv.	In case the answer to (iii) is yes, confirm that the agent has necessary infrastructure and competent staff to render the same.	Yes/No
v.	Have you submitted a copy of your agreement with your Indian Agents?	Yes/No
vi.	Have you complied the requirement of clause No.3.0 of Instructions to Bidders?	Yes/No
vii.	Have you indicated your Indian Agent's Income Tax Permanent Account Number?	Yes/No
viii.	Are you aware that any payment against the contract, if placed, to your Indian agent directly by you in currency other than in Indian Rupees is against the Indian Laws?	Yes/No
ix	Are you aware that failure to disclose the full amount of remuneration / agency commission payable to your Indian Agents shall render the contract void?	Yes/No

Signature & Seal of the Manufacturer/Bidder

GOVERNMENT OF INDIA
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RAIL MANTRALAYA
(RAILWAY BOARD)

BID DOCUMENTS
PART-II



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RAIL BHAWAN, RAISINA ROAD,
NEW DELHI-110001, INDIA

E mail – rswta134@gmail.com

SECTION-I

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS

1.1 On behalf of the President of India, the Joint Director Railway Stores (M), Ministry of Railways, (Rail Mantralaya) (Railway Board), New Delhi, INDIA (hereinafter referred to as the Purchaser), invites e-Bids from manufacturers or other bidders authorized by manufacturer for the items indicated in the "Schedule of Requirements".

1.2 Tenderes/Bidders are required to submit digitally signed e-bids as specified in details in clause 7.0 below.

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. Tenderers/bidders are required to quote in the same rate unit as specified in the SOR. Any deviation in this aspect shall render the offer liable to be ignored.

2. TECHNICAL INFORMATION

2.1 Specifications indicated in the "Schedule of Requirements" forms part of “Bid Document”.

2.2 The item offered should be in accordance with the stipulated drawings and specifications as specified in "Schedule of Requirements".

2.3 In an event where alternative product is offered, a certificate from the 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 users in those foreign countries should also be indicated.

2.4 The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the Purchaser in this regard shall be final.

3. AGENTS AND SERVICE FACILITIES IN INDIA—AGENCY COMMISSION

3.1 Foreign bidders which quote directly against the Bid invitation but take the services of an Indian Agent should indicate in their offer the name and address of their Indian Agents or the representatives they have for servicing in India.

3.2 Bidders should quote-

(i) Net FOB and CFR prices exclusive of the amount of remuneration or commission payable to Indian agent and

(ii) Agency Commission/remuneration payable to the Indian Agents, if any, should be quoted at specified place in e-bid. It should be understood that the purchaser will make direct payment

of such Commission to the Indian Agents in respect of a contract arising out of invitation to Bid, where the Indian Agents' remuneration/Commission covers a part of the contract price.

The amount of Agency Commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian Agent. A certified photocopy of the Agency Commission agreement must be submitted along with the offer (ref.No.89/RS(G)/779/6 dt 22.01.2009).

3.3 In the case of foreign bids, the Agency Commission payable to the Indian Agents shall be indicated in foreign currency in the space provided in the offer form. However, Agency Commission finally payable to the bidder's Agent in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of issue of letter of acceptance and in case letter of acceptance is not issued, Agency Commission will be payable at the telegraphic transfer buying rate of exchange ruling on date of placement of the order and shall not be subject to any further exchange variation. The Agency Commission shall be paid in non-convertible Indian Rupees to the Indian Agents only after successful performance of the contract. Agency commission in respect of contracts for WTA and items of similar nature where commissioning, installation and proving tests are not involved, shall be paid to the Indian Agents after receipt of full tendered/order quantity at the Indian Ports, on the basis of a certificate to be obtained by the paying authority from the respective Port Consignees.

3.4 In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such a situation offer of both will be summarily rejected.

3.5 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In such a situation offer of both will be summarily rejected.

3.6 TheAgent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/ Principal/Bidder shall be fully responsible for the conduct of their appointed Agent.

3.7 The Indian Agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s… (i.e. the Contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings. (ref No.89/RS(G)/779/6 dt 22.1.09).

3.8 Indian Agent of foreign manufacturer should submit self attested documentary evidence about their identity (such as PAN, Aadhaar, Passport etc.) and address proof along with their offer.

4. QUALIFYING REQUIREMENTS OF BIDDERS- As per clause 11.0 of the Schedule of Requirements.

5. DELIVERY SCHEDULE

5.1 Bid should be as per the delivery schedule given in 'Schedule of Requirements'.

6. EARNEST MONEY/BID GUARANTEE

6.1 Bid Security for the amount stipulated in the "Bid Invitation" shall accompany each offer. The bid security shall be denominated in the currency of the bid or another freely convertible currency, and shall be in one of the following forms:

6.1.1 Foreign Bidders:

(a) Deposit receipt, Pay Order and Bank Draft in favour of the Financial Adviser and Chief Accounts Officer, Northern Railway, New Delhi (India) from a Nationalized Indian Bank or scheduled commercial bank in India.
(b) Bonds of IRFC and KRCL (Acceptable in the name of bidder only).
(c) In case bank guarantee is submitted as earnest money it should be issued by a nationalized Indian bank, or a scheduled bank in India in the format as per Annexure-3 (in case bank guarantee is submitted by bidder) and as per Annexure-4 (in case bank guarantee is submitted by Indian Agent for and on behalf of bidder) and having a validity period of 225 days (45 days beyond Bid Validity). In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. 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 Bid bonds.
(d) The EMD should be valid for 45 days beyond validity of the bid.
(e) The Bank Guarantees (BGs) to be submitted by the bidders may be sent directly to the Purchaser by the issuing bank under registered Post A.D. and a copy of BG submitted along with the offer.
(f) Tenderer/bidder is required to upload the copy of necessary document (i.e. money receipt, demand draft, bank guarantee bond etc.) along with their e-bid. These documents in original in proof of having submitted bid guarantee should be mandatorily submitted in Railway Board within the specified time limit i.e. by 1430 hrs on the the date of opening of tender.
(g) Indian agent can pay BID Guarantee, if authorized by the Bidder, in the manner other than Bonds of IRFC and KRCL.

6.1.2 Indian Bidders:

(a) Indian Bidders shall deposit the Earnest Money/Bid Guarantee preferably via the online system as available on www.ireps.gov.in site. They also have an option to deposit Earnest Money/Bid Guarantee as stipulated in para 6.1.1 above.

6.2 If the validity of the offer is extended, Bank Guarantee 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 There shall be no exemption from submission of EMD for any tender or by any tenderer except (i)Micro and Small Enterprises (MSEs) registered for the tendered item in terms of Railway Board's letter No.2010/RS(g)363/1 dated 05/07/2012; and (ii)Other railways and Government Departments in terms of Railway Board's letter No.2004/RS(G)/779/11 dated 24/07/2007. The bidders availing exemption from submission of EMD should submit a bid securing declaration duly signed by the bidders as per Annexure 11 enclosed.

6.4 No interest will be payable by the Purchaser on the BID Guarantee Money.

6.5 The BID Guarantee deposited is liable to be forfeited if the bidder withdraws or amends impairs or derogates from the BID Invitation in any respect within the period of validity of the offer.

6.6 The BID Guarantee of the successful bidder will be returned after the Contract Performance Guarantee as required is furnished and formal contract duly signed is received by the Purchaser.

6.7 If the successful bidder fails to furnish a Contract Performance Guarantee and or fails to return the formal contract duly signed within fifteen days of the receipt of the formal contract, then the BID Guarantee Money is liable to be forfeited by the Purchaser.

6.8 The BID Guarantee Money of all unsuccessful Bidders will be returned by the Purchaser within one month of the placement of contract on successful Bidder

7. SUBMISSION OF OFFERS:

7.1 Digitally signed e-bid in pre designed templates available in the e-tender on www.ireps.gov.in must be submitted by the bidders. Digital Signature of the bidder on their e-bid shall be construed as confirmation that the bidder has read and accepted the bid documents.

7.2 For submitting the techno commercial bid and financial bid, bidders shall provide details in the nominated fields of different pre designed templates available duly following the e-bid process on IREPS website (www.ireps.gov.in).

7.3 Bidders should quote financial terms and conditions in the nominated fields of pre designed templates available on Financial Rate page form only. Any financial terms and conditions mentioned in the fields other than the nominated fields will be ignored and will not be considered for purpose of evaluation of offer to determine the inter-se ranking of the offer. Bidders are advised not to quote any terms and conditions having financial bearing anywhere else as these will not be considered and will be ignored. Similarly, any financial terms and conditions enclosed as attachments to e-bid will be ignored. However, Railways at their own discretion may avail the benefit of such conditions while placing purchase order, if the offer is considered for placement of order. Nothing extra shall be payable over and above the all inclusive rate shown in the financial offer, except on account of Statutory Variation, if applicable.

7.4 The tenders are uploaded in IREPS website well in advance of closing time to give sufficient time to the vendors to participate in the tender. Vendors are advised in their own interest to submit their offers well in advance before the tender closing time. Railways shall not be responsible for non-participation of vendors due to any technical problems such as network connectivity etc. on the tender opening day.

7.5 In addition to the e-bid, person signing the documents should specify whether he is signing —

(i) as sole proprietor of the concern or as an 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 authorised by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

7.6 The bidders should quote as per the terms, conditions and specifications specified in the tender document in all respects. In case there are any deviations to the terms, conditions and specification stipulated in the tender document bidder shall submit such deviations in predesigned templates available in www.ireps.gov.in. In case of 'Nil' deviations the same should be specified. The Purchaser, however, reserves the right to accept or reject these deviations and Purchaser's decision thereon shall be final.

7.7 e-bids are required from the actual manufacturers/principals of the stores. Bidders quoting on behalf of manufacturer/principals should attach a letter of authority from their Principals/Manufacturer in the format as per enclosed Annexure failing which the bid shall be summarily rejected.

8. LOCAL CONDITIONS

8.1 It will be imperative on each bidder 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 executing the contract. In his own interest, the foreign bidder should familiarize himself with the applicable Income Tax Act, the Companies Act, the Customs Act and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the e-BID is submitted to the Purchaser.

9. PRICE BASIS AND INDEMNITY

9.1 Foreign bidder shall quote prices on the basis of FOB nearest Port of shipment having facilities to handle the same, and also indicate CFR PRICE at the Indian Port of Destination indicated in the Schedule of Requirement.

9.2 Under the CFR price, the FOB price and Ocean freight charges shall be indicated separately.

9.3 The terms FOB 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 Quoted FOB and CFR prices should not include Agency Commission payable to Indian Agents which shall be quoted separately in the specified places.

9.5 The prices should be stated only in one currency and should either be in US Dollars or in a freely convertible currency. The contract price will be paid normally in the currencies in which the price is quoted by the successful bidder. 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 shall be firm and not subject to any variation. In the case of CFR delivery, Ocean freight charges included must also be firm and no variation will be allowed on this account after the opening of tenders.

9.7 Quoted Rates should be made only for units specified in the "Schedule of Requirements"/e-bid templates.

9.8 Bidders submitting indigenous offers shall indicate the “Free at destination” Price, which shall include GST leviable on the Final finished supplies tendered for, handling, Freight & Other charges. A complete break-up showing the ex-factory price, GST, transit, incidentals and handling charges, freight and insurance charges, if any, shall also be given. However, the Purchaser reserves the right to place the order on FOR destination or FOR station of dispatch basis. In case the contract is placed on the basis of F.O.R station of dispatch, the supplier shall book the goods by rail/road, freight prepaid and get reimbursement of the freight element from the Purchaser as per actual freight or the contracted freight amount, whichever is less.

9.9 Statutory Taxes/Duties shall be paid against documentary evidence as per actual as applicable during the currency of the contract.

9.9.1 For Octroi and Entry tax necessary exemption certificate shall be issued by the consignee. Incase this certificate is not accepted by the State authorities / Local bodies the same shall be on contractor’s account.

9.9.2 New statutory taxes/duties and changes in existing statutory taxes/duties will be paid as actual during currency of contract. Documentary evidence regarding imposition of such duties and taxes and payments made must be furnished for any reimbursements. Purchaser reserves the right to make recoveries in case of any waiver or reduction of such duties, with retrospective effect, by the government.

9.10 Input Tax Credit:

9.10.1 The prices quoted by the bidders should take into account the credit availed on inputs under the GST Laws.

9.10.2 In the event of additional Input Tax Credit becoming available to supplier for 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 Input Tax Credit benefit has accrued to us beyond what has already been taken into account while submitting our offer and incorporated in the rates shown in the contract.
b) We hereby declare that additional Input Tax Credit of Rs….. per 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 and the bill has been prepared accordingly.

10. INSURANCE

10.1 In the case of FOB & CFR offer insurance shall be arranged by the Purchaser.

10.2 In the case of indigenous offers, the Purchaser will not pay separately for transit insurance and the contractor will be responsible till the entire stores contracted for arrive in good condition at destination. Where the bidder intends to insure the goods, the insurance charges should be clearly indicated, separately in the break-up. The consignee will advise the contractor 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 contractor to lodge the necessary claim on the carrier and/or insurer and pursue the same. The contractor 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. FINANCIAL EVALUATION OF THE OFFERS

11.1 The e-bids received would be evaluated on the basis of landed priceat Indian Port of destination mentioned in the Schedule of Requirements (For offers in foreign currency) or at destination (in case of indigenous offer) as per provisions contained in para 11.4 below. 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, New Delhi, as on the date of the Bid Opening.

11.2 The bids received will be evaluated by the Purchaser to ascertain the best and lowest acceptable bid in the interest of the purchaser, as specified in the specifications and tender documents.

11.3 Wherever Specified Training, Installation, Commissioning, Annual Maintenance charges etc. will be added to the landed Price.

11.4 BASISOF DETERMINING THE LANDED PRICE/DESTINATION PRICE OF OFFERS

11.4.1 The landed price/destination price would be evaluated on the basis as follows:

a) <u>For Indigenous Offers</u>: FOR (Free on Rail) Price quoted on the lines indicated in para 9.8 above;

b) <u>Landed cost for Offers in Foreign currency</u>:
Quoted FOB price (excluding agency commission, if any) plus ocean freight as quoted by the bidder & if Ocean freight is not quoted by the bidder then ocean freight @ 12% of the quoted FOB rate, plus insurance charges as per IR's open cover policy, plus port handling charges @ 1% on CIF value, plus applicable Custom Duty, plus agency commission (if any);

OR

Quoted CFR price (excluding agency commission, if any) plus insurance charges as per IR's open cover policy, plus port handling charges @ 1% on CIF value, plus applicable Customs Duty, plus agency commission (if any);

c) For partly imported and partly indigenous assembled/manufactured items: FOR station of dispatch price quoted for indigenous components on the lines indicated in para 9.8 plus FOB/CFR price for imported components as per (b) above with freight upto destination for the fully assembled product. The foreign currency will be converted to Indian Rupees as specified in clause 11.1.

Purchaser reserves the right to adopt any of the above basis as applicable.

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

11.4.2 In case of FOB price quoted by the foreign bidder, following components would be added to FOB price (excluding agency commission) to arrive at landed cost-

(i) Ocean freight as quoted by the bidder & if Ocean freight is not quoted then Ocean freight @ 12% of the quoted FOB rate will be loaded for ranking purpose only;
(ii) Insurance charges as per IR's open cover policy;
(iii) 1% Port handling charges on calculated CIF value;
(iv) Landed cost = CIF value + 1% port handling charges on CIF value + Applicable customs duty + Agency commission, if any;
(v) 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 price to arrive at the total price of the offer.

11.4.3 In case of CFR price quoted by the foreign bidder, following components would be added to CFR price (excluding agency commission) to arrive at landed cost -

(i) Insurance charges as per IR's open cover policy;
(ii) 1% Port handling charges on calculated CIF value;
(iii) Landed cost = CIF value + 1% port handling charges on CIF value + Applicable customs duty + Agency commission, if any;
(iv) 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 price to arrive at the total price of the offer.

11.5 After selecting the lowest evaluated Bid on this basis, the Purchaser reserves the right to sign the contract either on (i) CFR or (ii) FOB price quoted by the supplier (in case of foreign bidder).

11.6 In case there are more than one item in a tender, each item will be separately evaluated as above.

12. PAYMENT TERMS

The standard payment terms subject to recoveries, if any, under liquidated damages clause in 'General Conditions of Contract' will be as under:

12.1**For Foreign Supplies.**

Payment against foreign supplies shall be made through irrevocable & unconfirmed 'letter of Credit'. All charges of Letter of Credit, levied by Foreign Bankers shall be borne by the contractor.

(i) 90% payment on proof of inspection/WTC and 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.
e) Inspection Certificate issued by the Inspecting Officer/WTC.

(ii) Balance 10% payment after receipt of goods at an Indian port of discharge on furnishing a bank guarantee as per Annexure fully indemnifying the purchaser against all losses incurred by the purchaser during the warranty period stipulated in warranty clause.

12.2 **For indigenous supplies** (including those which contain partly imported/indigenous component):-

(i) 90% payment on proof of inspection/WTC and dispatch documents.
(ii) Balance 10% payment after receipt of supplies at destination station on furnishing a bank guarantee as per Annexure fully indemnifying the purchaser against all losses incurred by the purchaser during the warranty period stipulated in warranty clause.

13. DEDUCTIONS

13.1 Payment as in clause 12 above shall be subject to deduction of any amounts for which the contractor is liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.

14. PAYMENT PROCEDURE

14.1 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.

15. SHIPPING/AIRLIFTING ARRANGEMENTS

15.1 For the contract placed on CFR basis, shipment shall be arranged by the contractor who shall deliver the goods till the Indian Port of Destination. Contractor shall bear the cost of freight to the named Indian port of destination. The contractor is however, advised to utilize Indian Flag Vessels to the maximum extent possible.

15.2 For CFR delivery, the stores shall be delivered free of expenses to the Purchaser on Board the vessels with ocean transportation to named Indian Port of Destination, including any other charges etc. till the cargo is safely delivered to the port consignee at the said port of destination.

16. PACKING

16.1 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 the actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, *inter-alia,* the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

16.2 The specification of the packing proposed shall be indicated.

16.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundles/packages, the contractor must indicate the volume of the bundles/packages, the number of pieces per bundle/package, number of bundles/ packages, and total weight of the items supplied.

16.4 Where the materials are shipped in bundles/packages the pieces in each bundle/package should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/ package should also be the same.

17. IMPORT LICENCE (In case of Indigenous Bidders)

17.1 The successful bidders 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 and the purchaser will only render such assistance as considered necessary.

18. ACCEPTANCE OF TENDER& SPLITTING OF TENDERED QUANTITY

18.1 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.

18.1.1 The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.

18.1.2 Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (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 order load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same / similar) in the manner detailed in the table below:

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60 : 40
More than 3% and upto 5%	65 : 35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L-2 tenderer, TC/TAA shall decide

In the phrase 'differential rates quoted by the tenderers', the quoted rate would mean

(i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.

(ii) When price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity) – say firm "A" – as obtained at the time of tender opening.

18.1.3 If splitting 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 of the model as indicated in the above para.

18.2 Acceptance of tender will be communicated by either FAX /Letter of acceptance of tender 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.

18.3 Whenever a tender is rejected or tender documents are not issued and a party enquires reasons, the reasons for the same will be communicated to such party.

19. EFFECTS AND VALIDITY OF OFFER

19.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the 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 or offers at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the Purchaser.

19.2 The offer shall be kept valid for acceptance for a minimum period of one hundred and eighty (180) calendar days from the date set for opening of tenders.

19.3 The purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by FAX). If the bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid guarantee. A bidder granting the request will not be permitted to modify its tender.

19.4 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the bidder. While the offers are under consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the purchaser will obtain clarifications on the offers by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been opened.

SECTION -II

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 Throughout these conditions and in the specifications, the terms:—

(i) "The Purchaser" means the President of India, acting through the Joint Director, Railway Stores (M)' Ministry of Railways, (Railway Board), Rail Bhawan, Raisina Road, New Delhi-110001, INDIA, unless the context otherwise provides.

(ii) "The Inspecting Officer" means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and the Deputies of the Inspecting Officer so nominated.

(iii) "The Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.

(iv) "Contract" means and includes the bid invitation, instructions to tenderers, general conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeal order, which has been accepted or 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 deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, 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 CONTRACT

3.1 **Risk in the Stores** —The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor, his agents or servants and the 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 acceptance of tender, 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 loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee, or the interim consignee as the case may be. The contractor alone shall be entitled and responsible to make claim against Railway Administration or any other carrier in respect of non-delivery, short-delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

3.2 Consignee's Right of Rejection

(i) Notwithstanding any approval which the Inspector may have given in respect of the Stores 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 stores where so provided to the interim consignee), it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 days after actual delivery thereof to him at the place or destination specified in the schedule, if such stores or part/portion of consignment thereof is not in all respect 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 how-so-ever.

(ii) Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the 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 stores or any part/portion of consignment thereof upon their actual delivery to him at the destination, if they are not in all respects in conformity with the terms and conditions of contract, except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

(iii) The provisions contained in the clause-23 relating to the removal of stores rejected by the Inspector shall, *mutatis mutandis,* apply to 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 work 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 a patent registered or 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 therefrom.

5. PRICES

5.1 The prices stated are to include all costs of stamping, painting, marking, protection or preservation of the stores and any claim what-so-ever that may arise from the manufacturer packing, shipment, marking or delivery of stores in accordance with those consideration and include payment by the contractor of Dock and Harbour dues, port's rates, export taxes and other fees or charges levied because of exportation. The prices stated are also to include all rights(if any) of patent, registered design or trade mark and the contractor shall indemnify the Purchaser against all claims in respect of the same.

6. TRANSFER AND SUBLETTING

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 persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

7. DRAWINGS

7.1 If any dimensions figuring upon a drawing differ from those obtained by scaling the drawings, 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

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 to the right of the Purchaser in any manner.

10. DELIVERY- INVOICES AND FREIGHT

Delivery F.O.B

10.1 The stores shall be delivered by the contractor free on board in such vessels at such port or ports named in the contract, as the Purchaser or his nominee may require.

10.2 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.

10.3 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 on board and what vessels 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 extra freight or demurrage or any other charges incurred by the Purchaser what-so-ever.

Delivery CFR

10.4 For CFR delivery the stores shall be delivered free of expense to the Purchaser on Board the vessels with ocean transportation to named Indian Port of Destination, including any other charges etc. till the cargo is safely delivered to the Port Consignee, at the said Indian Port of Destination.

10.5 The seller shall ensure use of Lloyds classified vessel. 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.

11. 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 manufacturing, the contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

12. MARKING

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

(a) The following particulars should be stenciled with indelible paint on all the materials/packages supplied loose;
   (i) Contract number
   (ii) Specification No.
   (iii) Item No.
   (iv) Port consignee
   (v) Abbreviated consignee marks

(b) 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.

(c) In addition to the marking as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignee in India.

13. PACKING

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

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

14. SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS

14.1 Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the Purchaser.

15. CORRUPTION AND PAYMENT 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 as is provided in case of cancellation under clause 'DEFAULT' given below and the Purchaser shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question of 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. DELIVERY PERIOD

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

17. 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 1/2 percent (half percent) of the price of any stores which the contractor has failed to deliver as aforesaid for each and every week (part of a week being treated as a full week) during which the stores may not be ready for delivery, subject to a limit of 10% of 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 in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.

18. DEFAULT

18.1 In case of any default in execution of the contract, the Purchaser reserves the right to forfeit the 3% (three percent) PBG / Security Deposit submitted by the Contractor.

19. FORCE MAJEURE

19.1 In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as insurrection, restraint imposed by the Government act of legislative or other authority, war, hostilities, act of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts, or act of God, the contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. If the force major condition(s) mentioned above be in force for a period of 90 days or more at any times, the purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

20. PERFORMANCE GUARANTEE BOND (PBG)

20.1 After a letter of acceptance is issued by the Purchaser, the Contractor shall furnish separate Performance Guarantee Bond for goods and AMC in the proforma attached as Annexure from a Nationalised Indian Bank or scheduled commercial foreign Bank branches operating in India governed by Reserve Bank of India guidelines or foreign bank duly countersigned by a Nationalised Indian bank 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 3% (Three Percent) of the value of the contract (calculated separately for stores and AMC) in the same currency as quoted by bidder. The expenses to be incurred for the counter signature of a Nationalized Indian Bank shall be borne by the contractor. On the Performance and completion of the contract in all respects (separately for goods and AMC), respective 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 Bond is accepted by the Purchaser, liquidated damages, as provided in clause 17 for the period of delay in submission of the Bond, may be levied. The PG bond may be submitted through the issuing bank directly to the purchaser.

20.2 The aspect of warranty guarantee is dealt in clause no. 12 of Section-I of Bid Document Part-II and clause no. 10 of section-III of Bid Document.

20.3 The Performance Guarantee Bond for goods contracted to be purchased shall remain in full force and effect during the period that would be taken as satisfactory performance and fulfillment in all respects of the contract i.e. till satisfactory commissioning followed by training. The Performance Guarantee Bond shall in the first instance be valid up to 6 month after the date of 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 one year, 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 or 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, 1899 for adequacy of the Stamp Duty, by the contractor.

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 four 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 materials, 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 required 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 material 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.

21.3 Notification of Result of Inspection

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.

21.4 Certification of Inspection and Approval

(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 dispatched.

22. INSPECTING OFFICER – POWER OF REJECTION

22.1 The Inspecting Officer shall have the power:-

(i) Before any Stores or part thereof submitted for inspection, to certify that they cannot be 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 may in his discretion think fit, he is satisfied that the same unsatisfactory.

(iv) To mark the rejected stores with a rejection mark, so that they may be early identified if re-submitted.

22.2 The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.

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.

23.2 Where, under a contract, the price payable is fixed on F.O.B. port of export or F.O.R. dispatching 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 Rejected Stores

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 contract. 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.

23.4 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 as 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.

23.5 In case of firm's failure to replace the rejected stores and failure to make payment to the contract of amount incidental to replacement of rejected stores, the Purchaser reserves the right to forfeit the 10% (Ten Percent) PBG / Security Deposit submitted by the Contractor.

24. ACCEPTANCE OF STORES DESPATCHED AFTER 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-21 of General Conditions of Contract was not given by the contractor, the Purchaser reserves the right to cancel the order for the balance quantity and forfeit the 3% (Three Percent) PBG / Security Deposit submitted by the Contractor. 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 respect of the same and forfeit the 3% (Three Percent) PBG / Security Deposit submitted by 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.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, GST, 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 are 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 said 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, GST 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 despatch the stores till such time an extension in terms of Clause 24.1 and (b) above is granted by the Purchaser and accepted by the contractor. If the stores are despatched by the contractor before an extension letter as aforesaid is issued by the Purchaser and the same is accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) and (b) mentioned in Clause-24.1 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 chooses to grant an extension of the delivery period, the same would be subject to conditions (a) and (b) mentioned in clause 24.1 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 contract.

26. ARBITRATION

26.1 Arbitration shall be governed by the relevant provisions contained in the IRS condition of contract that is available on IREPS website (www. ireps.gov.in).

27. 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 place of performance or place of payment under the contract, the contract shall 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 hereto shall not affect the construction thereof.

29. GENERAL

29.1 Bidders/Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled.

29.2 Tenders which are not complete in all details as stipulated above may be summarily rejected.

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 any time be communicated to any person.

30.3 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract in accordance with the clause-18 of the General Conditions of Contract. 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.

SECTION-III

SPECIAL CONDITIONS OF CONTRACT

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SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to contract issued for the items specified in the Schedule of Requirements. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.

1. 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 therefrom or incidental thereto, or 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 as are prescribed by the specification (s) to be made by the Purchaser, or his nominee, after erection at site, before the plant 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 discuss these in Pre-Bid Meeting.

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 those obtained by 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

carry out 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 Inspector shall decide forthwith, whether or not they shall 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 any 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 schedules 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 charge in respect of any such variations, unless the instructions for the performance of the same shall have been given in writing by the Inspector.

5.2 In the event of 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 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 contractor, involve a claim for additional payment, the contractor shall, as soon as reasonably possible, after receipt of the instructions 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 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 charge, 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 required from time to time and as may reasonably be demanded; to efficiently 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 pressure of the ordinary supply. Unless otherwise specified, the purchase will supply free of charge to the contractor:—

(a) unskilled labour;
(b) timber, stores and lifting tackle necessary for the erection of the plant and all consumable stores including fuel and lubricating oils required during erection, setting to work and testing of the plant. The contractor shall also provide-—

(i) skilled labour and
(ii) tools and any other equipment which may be necessary.

8. SOURCE OF FINANCING & PAYMENT

8.1 Foreign exchange required for the proposed import will be made available from free resources or Rupee payment arrangement or from bilateral credit on the choice of the purchaser.

9. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR CFR CONTRACT.

9.1 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 and forfeit the 3% (Three Percent) Performance Bank Guarantee (PBG) / Security Deposit (SD) 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.
(b) The Purchaser retains the right to recover any additional expenditures which may arise on account of variation in exchange rates, Custom Duty, Freight, insurance charges etc. directly relatable to the delay in shipping of the stores.

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

10. WARRANTY

10.1 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 operable, operate properly.

10.2 This warranty shall survive inspection of, payment for and acceptance of the goods, but shall expire 40 (Forty) months after the delivery at ultimate destination in India or 36 (Thirty Six) months from the date of commissioning and proving test of equipment 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 contractor's liability.

10.3 The contractor's liability in respect of any complaints defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repair 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 warranty period or from the date of expiry of warranty period, or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.

10.4 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 Purchaser, the contractor shall pay to 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.

10.5All replacement and repair that the 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.

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

10.7 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.

10.8 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 affect the strength, performance or reliability or to any defects to any part due to

misuse, negligence or accident. Welding of rail joints, provision of glued joints etc shall not be considered as alterations.

10.9 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.

11. DELIVERY SCHEDULE

11.1 The contractor shall supply stores in accordance with the delivery schedule indicated in the “Schedule of Requirements".

SECTION-IV

ANNEXURES

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Annexure-1

(Please see clause 4.0 of Section-I of Bid Document Part-II)

PROFORMA FOR PERFORMANCE STATEMENT

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

Name of the firm……

S.No.	Order placed by (Full address of Purchaser	Order No. and date	Description and 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 Bidder

Annexure-2

(Please see clause 4.0 of Section-I of Bid Document Part-II)

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 & 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 Licence, wherever required as per statutory regulations
6. Details of plant &machinery erected and functioning in each Deptt. (Monographs &description pamphlets be supplied if available).
7. Details of the process of manufacture in the factory in brief
8. Details & stocks of raw material held
9. Production capacity of item (s) quoted for, with the existing plant & machinery
   - 9.1 Normal
   - **9.2 Maximum -**
10. Details of arrangement for quality control of products such as laboratory, testing Equipment etc.
11. Details of staff
    - 11.1 Details of technical supervisory staff-in-charge of production & quality control
    - 11.2 Skilled labour employed
    - 11.3 Unskilled labour employed
    - 11.4 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 certificate 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 Small Scale Unit, registered with the National Small Industries Corporation Ltd., New Delhi, INDIA. If so, furnish full particulars of registration, currency period etc.

Signature and seal of the Bidder

Annexure-3

(Please see clause 6.0 of Section-I of Bid Document Part-II)

PROFORMA BANK GUARANTEE FOR BID GUARANTEE
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref..... Date.....
Bank Guarantee No. .....

To,
The PRESIDENT OF INDIA
acting through the Joint Director/Railway Stores(M),
Ministry of Railways, (Railway Board),
Rail Bhavan,
NEW DELHI-110001

Dear Sir,

In accordance with your invitation to tender No.....for Supply
of.....*M/s*.....
hereinafter called the bidder with the following Directors on their Board of Directors/Partners of the firms:

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 sum of ……..
of..... ……
..... (in words & figures) valid for(225) two hundred and twenty-five days from.....
required to be submitted by the bidder 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 Joint Director/Railway Stores(M),, Ministry of Railways, (Railway Board), New Delhi-110 001, INDIA, in writing the amount of…….....
……..
……(in words & figures) to the said Joint Director/Railway Stores(M), Ministry of Railways, (Railway Board) New Delhi-110 001, 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 !80 days after opening of bid; or
(iii) the bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract; or
(iv) having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.

This guarantee shall be irrevocable and shall remain valid up to 4.00 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
Place ***Signature:.....***
Witness *Printed Name .....-,,....*
(Designation)

(Bank's Common Seal)

Annexure-4

(Submitted by Indian Agent on behalf of Bidder)
(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref …….. Date …….
Bank Guarantee No……..

To,
THE PRESIDENT OF INDIA
Acting through the Joint Director/Railway Stores(M),
Ministry of Railways, (Railway Board),
Rail Bhavan,
NEW DELHI-110001

Dear Sir,

In reference to letter no……Dt…….of "Bidder" M/s……..(Name and address of Bidder) authorizing M/s. …… (Name and address of Indian Agent) as Bidder's Indian Agent and in accordance with your invitation tender No……..for supply of
……..
We, M/s…. (Name of Indian Agent)……
hereinafter called the Indian Agent of the Bidder with the following Directors on their Board of Directors/Partners of the firms:

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

Agree to submit this bank guarantee for and on behalf of the "Bidder" who wish to participate in the said tender for the supply of ……..
……
I/We, the Indian agent of the bidder assume and own the responsibility for payment of the dues under this guarantee.
As a Bank Guarantee against Bid Guarantee for sum of ……
…….
……..(in words & figures valid for (225) two hundred and twenty five days from …….required to be submitted by the bidder 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 Joint Director/Railway Stores (M), Ministry of Railways, (Railway Board), New Delhi-110001, INDIA, in writing the amount of ……

…….(in words & figures) to the said Joint Director/Railway Stores(M), Ministry of Railways, (Railway Board) New Delhi- 11 0001, 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 not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract, or
(iv) having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.

This guarantee shall be irrevocable and shall remain valid upto 4.00 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: (Designation)

(Bank's Common Seal)

Annexure-5

(Please see clause 7.5 of Section-I of Bid Document Part-II)

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No..... …. Dated.....…….

To,

THE PRESIDENT OF INDIA,
acting through Joint Director/Railway Stores(M),
Ministry of Railways, (Railway Board),
New Delhi-110001.

Dear Sir,

Subject.—Joint Director/Railway Stores (M), Ministry of Railways Tender No....., we..... ..... an established and reputable manufacturers of.....having factories at.....do hereby authorize M/s....., ...(Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No.....

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

Yours faithfully

,

(NAME)

for & on behalf of M/s....,.....
(Name of Manufacturers)

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 lo bind the manufacture

Annexure-6

DETAILS OF SHIPPING ARRANGEMENTS

IN RESPECT OF CFR CONTRACTS FOR IMPORTS

1. Shipping arrangements will be made by the Contractor including through their Shipping / Forwarding Agents / Nominee.

2. BILL OF LADING

The Bill of Lading should be drawn to indicate 'Shipper and Consignee' as under:—

SHIPPER; - Contractor or his nominee

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

3. Two non-negotiable copies of the Bill of Lading should be forwarded to Controller of Stores (Shipping) , 1st Floor, Administrative Building, Dr. D.N Road, Mumbai CST -400 001

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.

Annexure-7

(Please see clause 20 of Section-II of Bid Document Part-II)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref.....…… . **Date.....**

Bank Guarantee No…….....

To,
THE PRESIDENT OF INDIA.
acting through the Joint Director/Railway Stores(M),
Ministry of Railway,
(Railway Board). Rail Bhavan,
New Delhi-110001, INDIA.

1. Against contract vide Advance Acceptance of the Tender No.....
dated..... covering supply of.....
(hereinafter called the said 'contract') entered into between the President of India and.....…….....(hereinafter called the 'Contractor[1]) 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 indemnfty 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 and 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).

2. We……BankLtd., 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.* the date up to 12months after the date of last shipment/delivery, of the goods ordered) 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 the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the president of India (Govt. of 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 thereunder 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 to postpone for any time or form time to time any of the powers exerciseable by the President of India (Govt of India), against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts 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 forbearance and/ or omission on the part of the President of India or any indulgence by the President of India 10 the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sure lies, 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.**

Dale..... ***Signature.....***

/Voce..... *Printed Name.....*

Witness..... .....
(Designation)

……..
Bank's Common Seal

Annexure-8

(Please see clause 20.2 of Section-II of Bid Document Part-II)
PROFORMA OF BANK GUARANTEE FOR WARANTY GUARANTEE BOND

To,
THE PRESIDENT OF INDIA,
acting through the Joint Director/Railway Stores(M),
Ministry of Railway,
(Railway Board), Rail Bhavan, Raisina Road,
New Delhi-110001, 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 recognised bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing lO per cent of the value of (he 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 despatched 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 occurrred 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 (he said sellers.

The payment so made by us under this bond shall, be a valid discharge of our liabilityfor payment **thereunder** and the Sellers shall have no claim against us for making such payment.

8. This bankguarantee 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 willremain in full force and effect up to.....*i.e.*for.....months counted from the dale
of placing the stores in service, and shall continue to be enforceable for further five months *i.e.*up to.....(date), hereinafter called the said date.

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

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

Date...... Signature.....

Place..... Printed Name.....

Witness..... (Designation)……..

Bank's Common Seal

Annexure—9
(Please see clause 7.6 of "Instructions to Bidders")

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 requirement of the Instructions to Tenderers, General and Special Conditions of Contract:

CLAUSE	DEVIATION	REMARKS (Including-Justification)

Note: 1. Deviations as mentioned above should not have any financial implications. However, if any quoted deviation is found to have financial implication and is not accepted, the tenderer has to accept the original terms and conditions of the tender at its quoted price, failing which its offer is liable to be rejected summarily. An undertaking in this regard is to be given by the tenderer as below:

Undertaking:

I/We undertake to supply the Stores as per Terms and Conditions of the tender at the quoted cost, in case deviations are not accepted.

1. Where there is no deviation the statement should be returned duly signed with an endorsement indicating "No Deviations".

Signature and seal of
the Manufacturer/Tenderer

Annexure-10
(Please see clause11.4 of "Schedule of Requirement")

" I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature and seal of
the Manufacturer/Tenderer

Annexure-11

Bid securing Declaration to be signed by bidders availing exemption from submission of EMD

"I/We certify that my/our offer is eligible for exemption from submission of bid Security/ Earnest Money Deposit, in terms of the tender conditions:

In case my/our claim to exemption from submission of bid security/Earnest Money Deposit is not found valid as per terms of the tender, I/We understand and accept that Railways has unquestionable right to summarily reject my bid and my offer shall not be considered for ordering.

Further, I/We hereby understand and accept that if I/We withdraw or modify my/our bids during the period of validity, or if I/We are awarded the contract and on being called upon to submit that performance security/ Security Deposit, fail to submit the performance security/ Security Deposit before the deadline defined in the request for bid document/ Notice Inviting Tender, I/We shall be debarred from exemption of submitting Bid Security/Earnest Money Deposit and Performance Security/ Security Deposit for a period of 6(six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods issued by any unit of Indian Railways published during this period."

Signature and seal of
the Manufacturer/Tenderer

GOVERNMENT OF INDIA
(BHARAT SARKAR)
MINISTRY OF RAILWAYS
RAIL MANTRALAYA
(RAILWAY BOARD)

BID DOCUMENTS
PART-III



TECHNICAL SPECIFICATIONS
(Attached as Separate Documents)

i) IRS-R-16-95 with corrigendum no. 1 to 3.
ii) Drawing no.WD-89025-S-02 Alt.6

RAIL BHAWAN, RAISINA ROAD,
NEW DELHI-110001, INDIA