



दक्षिण पूर्व मध्य रेलवे  
**SOUTH EAST CENTRAL RAILWAY**  
**BILASPUR, CHHATTISGARH**

**PART - II**

**GLOBAL TENDER**  
**BID DOCUMENT**

**INSTRUCTION TO THE TENDERERS/BIDDERS,  
TERMS AND CONDITIONS OF CONTRACT FOR PURCHASE OF  
EQUIPMENTS AND STORES**

**Controller of Stores**  
**South East Central Railway**  
**Bilaspur (C. G.)- 495 004**  
**India.**

**INDIAN RAILWAYS**  
**South East Central Railway**

Office of the Controller of Stores,  
Ground Floor, G.M. Office,  
Bilaspur-495004,  
Chhattisgarh, India.  
FAX 07752 – 424309

**SCHEDULES AND CONDITIONS OF CONTRACT FOR SUPPLY OF STORES**

**For GLOBAL TENDER**

This should be returned intact

\_\_\_\_\_

TENDER No.

\_\_\_\_\_

BOOK No.

FOR THE SUPPLY  
OF:

\_\_\_\_\_

\_\_\_\_\_

*Quantity:*

**DUE ON: --/--/-- at --:-- hrs. (Indian Standard Time)**

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(Not Transferable)

**Price Rs. /- or US \$-----**

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**ISSUED TO MESSRS.....**

.....

.....

.....

*For Controller of Stores,  
South East Central Railway,  
Bilaspur (CG) – 495 004, India.*

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### **CHECK LIST – I**

- |     |  |        |
|-----|--|--------|
| 1.  | Have you purchased the Bid Documents?  | Yes/No |
| 2.  | Have you submitted a Bid Guarantee (Annexure 6,)   | Yes/No |
| 3.  | Have you furnished a Letter of Authority? (Annexure 5, )   | Yes/No |
| 4.  | Have you furnished a Performance Statement? (Annexure 3, )   | Yes/No |
| 5.  | Have you submitted the Banker's Report?<br>(Para 4.1(b) of 'Instructions to Tenderers', )                              | Yes/No |
| 6.  | Have you furnished the Statement of Equipment & Quality Control?<br>(Annexure 4, ) Please see clause, 4,2 (b)          | Yes/No |
| 7.  | Have you furnished the clause-wise comments on Technical<br>specification? (Para 2.4 of 'Instructions to Tenderers', ) | Yes/No |
| 8.  | Have you furnished the Statement of Deviation? (Preferably 'NIL')<br>(Annexure 11, )                                   | Yes/No |
| 9.  | Have you quoted in the prescribed proforma?<br>(Annexure 1 or Annexure 2 )   | Yes/No |
| 10. | Have you quoted FOB, C&F, CIF prices separately as required  | Yes/No |
| 11. | Have you furnished your Income Tax Clearance Certificate?<br>(For INDIGENOUS OFFERS only)                              | Yes/No |
| 12. | Have you quoted delivery period correctly and precisely?   | Yes/No |
| 13. | Have you kept your offer valid for 180 days?   | Yes/No |

Signature & Seal of the Manufacturer/Bidder/Tenderer

CHECK LIST – II

1.	Have you submitted the authorization letter authorizing your agent to quote on this tender ?	Yes/No
2.	Have you indicated the complete name and address of the agents and details of the services to be rendered by the Agents?	Yes/No
3.	Have you submitted a copy of your agreement with your Indian agent?	Yes/No
4.	Are the agents authorized to deal with this tender as your sole selling agents and confirm that you have not appointed any other sole-selling agents for this tender	Yes/No
5.	Have you indicated the amount of remuneration for the agents included in the offer?	Yes/No
6.	Is your agent authorized to give all clarifications in connection with this tender including confirmation/extension to the validity of the offer?	Yes/No
7.	Is your agent also authorized to give clarifications of technical nature on this tender ?	Yes/No
8.	Will your agent receive communications on your behalf?	Yes/No
9.	Will your agents assist the purchaser in Customs classification and insurance survey etc., while clearing the goods or for lodging claims on the insurance companies in case the goods are lost/received in damaged conditions, if so required by the purchaser?	Yes/No
10.	Are your Indian agents competent enough to undertake the entire after sales service of the items on this tender on behalf of the manufacturer	Yes/No
11.	If answer to (x) above is yes, then have you indicated the details of infrastructure available with your agents for providing these services?	Yes/No
12.	Do you have any say in the management of the company working as your agent? If so, have you indicated the precise relationship and the details of common directors/partners, if any	Yes/No
13.	Do you or your Indian agents have mutual interests in each other's business? If Yes, have you furnished details thereof?	Yes/No
14.	Have you indicated your Indian Agent's Income Tax Permanent Account No.?	Yes/No
15.	Are you aware that any payment against the contract, if placed, to your Indian Agent directly by you in currency other than in Indian rupees is against the Indian Laws?	Yes/No
16.	Are you aware that failure to disclose the full amount of remuneration/agency commission payable to your Indian Agents shall render the contract void ?	Yes/No
17.	If Indian agent of a foreign manufacturer is bidder, enlistment details with DGS&D under compulsory registration scheme have been enclosed.	Yes/No

Signature & Seal of the Manufacturer/Bidder/Tenderer



**Section-I**  
**INSTRUCTIONS TO TENDERERS**

**1. GENERAL INSTRUCTIONS**

**1.1** On behalf of the President of India, the Controller of Stores, South East Central Railway, Bilaspur - 495 004 (C.G.) (hereinafter referred to as the Purchaser), invites tenders from established and reliable manufacturers for supply as set forth in the "Schedule of Requirements". For this Purpose, manufacturers of assemblies / locomotives employing the items are also considered as manufacturers.

**1.2** All offers in the prescribed format Annexure 1 or 2 (as applicable), should be submitted before the time and date fixed for the receipt of offers as set forth in the tender papers. **Offers received after the stipulated time and date will be summarily rejected.**

**1.3** Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railways reserve the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof. In such cases Railways also reserve the right to place regular bulk quantity order on Part-II approved source and new sources.

**1.4** The Tenderer should quote the exact percentage of VAT that they will be charging extra.

**1.5** While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duty stating the quantum of such credit per unit of the item quoted for.

**1.6** The tenderer while quoting for tenders should give the following declaration.

"We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly".

**1.7** The suppliers while claiming the payment will furnish the following certificate to the paying authorities.

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

**1.8** Even for contracts where CST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which VAT has been implemented. Accordingly the certificate under para (1.6) above should also be obtained in all such existing contracts where CST is payable.

**1.9** For the states in which the VAT has not yet been introduced, the existing system of sales tax shall continue.

**1.10 (i)** Offer received through fax will be considered in case of procurement of items through proprietary article certificate & single tender only subject to the firm submitting post confirmation copy on their letter head duly signed by authorized person as per the tender conditions within ten working days from the date of opening from indigenous firms & 21 days from foreign firms against Global tender.

**(ii)** However, for other type of tenders, offers received through fax and found in the tender box at the time of opening of tenders accompanied by 'Bid Security' in original as

required in the Bid invitation and complete in all respects and duly signed by the authorized signatory will be treated as in time offer subject to the firm/firm's submitting post confirmation copy duly signed by the authorized person as per the tender conditions within ten working days from the date of opening from indigenous firms & 21 days from foreign firms against Global tender.

(iii) All other offers received by fax not covered in Para (i) & (ii) above will be treated as invalid. The offers received by fax as covered in Para (ii) above will be deemed as unresponsive in case the confirmation copy is not received within the time stipulated in Para (ii) above.

(iv) No purchase order will be issued against the FAX offer without receipt of the confirmation copy of the same.

(v) It shall be the sole responsibility of tenderers to ensure that the offers submitted by FAX are dropped in appropriate tender box in sealed cover/covers and within the prescribed time and date. Railway shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.

**1.11.** Any Indian Agent/Associate/Channel partner etc of Foreign Supplier cannot represent two suppliers or quote on their behalf.

**1.12. Offers received after due date and time & incomplete offers are liable to be summarily rejected.**

**1.13.** Bid from tenderer who have not purchased the Bid documents and their offer is not accompanied with Bid Guarantee are liable to be summarily rejected.

**1.14** In case the date of tender opening falls on a Gazetted holidays or is subsequently declared as such, the tenders will be opened on the next working day at the fixed time.

**1.15** The tenderers should quote on the basis of instruction to tenders and General and Special condition of contract given in the Bid documents and SOR.

**1.16** The tender should be valid for a minimum period of 150 (One hundred Fifty only) days from the date of opening.

**1.17** Tenderer should indicate their specific agreement to the following terms & conditions while submitting their offer :

(i) Payment terms: To accept payment terms as indicated in clause 11 section-I of Bid documents.

(ii) Performance Bank guarantee: PBG of 10% of PO value as per clause 21 of section-II of Bid document.

(iii) Delay and default Clause: To accept LD/RP clause as detailed in clause 18 & 19 section II of Bid document.

(iv) Warranty period/Warranty bank guarantee: WBG as per clause 9 of section III of Bid Document.

**1.18** In case Tenderer himself is not manufacturer of the item, they must attach valid tender specific authorization certificate and proforma quotation from their principal.

**1.19** When payment is made through letter of credit, LC opening charges will be on South East

Central Railway, Bilaspur account. Unless otherwise indicated the payment will be negotiated against documents as below :

- i) Contractor's detailed invoice showing quantity, description/part no of the material as per contract, rates and total price of the materials delivered FOB.
- ii) Manufacturer's work test certificate issued by manufacturers.
- iii) Non-negotiable Ocean Bill of Lading drawn in favour of port consignee CMM (BI), E.Rly. 3rd. floor, 3 Koilaghat street, Kolkata.
- iv) One copy of the packing list indicating contents of the materials Boxwise, marking, net weight, gross weight and over all dimension.
- v) A certificate showing the country of origin of materials supplied.
- vi) Certificate along with a copy of Fax stating that the original shipping documents have been forwarded to the port consignee in India by first class airmail. Also copies of shipping documents viz bill of lading, country of origin, invoice, packing list and WTC have been sent to their agencies as per terms and conditions of this contract. Documentary proof in the form of postal/courier receipt should accompany the certificate.
- vii) Certificate that the Dy. CMM (D)/SECR/Bilaspur, Insurance Company and purchaser have been advised of the closing particulars of shipment by e-mail/ Fax.
- viii) Certificate that the firm shall comply with the warranty obligation under this contract pursuant to the warranty.

**1.19.** Whenever inspection is by RA/Berlin, the all European manufacturer (S) shall prepare a quality plan in conformity with ISO-9000-2000 and submit it to the Railway Adviser, sufficiently in advance of inspection.

The inspection shall proceed only after acceptance of the PO by Railway Adviser.

**1.20** All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.

**1.21** "All safety provisions and other precautions as detailed in clauses of OHSAS 18001:1999 must be ensured by visitor (s)/contractor (s) or his (their) authorized agent (s) e.g. Safety Shoes (foot gear), Safety Helmet (head gear), Mask (face gear), Ear Plugs/Muffs (face gear), as applicable from place to place inside the shop."

**1.22** Bid should be as per the delivery schedule given in ' Schedule of Requirements'

**1.23** The headings of conditions here to shall not affect the construction there of.

## **2. TECHNICAL INFORMATION**

**2.1.** Specifications indicated in the "Schedule of Requirements" and forms part of "BID Document" may be obtained on payment from the following.

**(i) Indian Railway Standard Specifications from**

- (a) The General Manager, *South East Central Railway, Bilaspur - 495 004 (C.G.)*;
- (b) The Controller of Publications, Civil Lines, New Delhi - 110054, India
- (c) Office of the High Commissioner for India, Publication Branch, India - House : Aldwyc, London-WC.

**(ii) Indian Standard Specifications from**

The Director General, Indian Standard  
Institution, Manak Bhawan, 9 Bahadur Shah  
Zafar Marg, New Delhi - 110001, INDIA

**(iii) Particular Specifications, drawings and details from**

The Controller of Stores,  
Diesel Locomotive Works,  
Varanasi (U.P.), India.

**(ii) Director-General, Research, Designs and Standards Organization, Manak Nagar,  
Lucknow-226 001 (India).**

**2.2.** The equipments/Spares offered should be in accordance with the stipulated drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated and in such an event, a certificate from the users must be furnished to the effect that the product offered is and 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.

**2.3** The purchaser may consider 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. In this connection attention of tenderer is invited to the "Statement of Deviations" from tender specifications (Annexure-11) which should invariably be filled in and submitted along with the offer and further two copies of the alternative specifications offered should be sent alongwith the offer.

**2.4** Attention of the Tenderer/Bidders is invited to the statement of deviations (Annexure`11') of the tender specifications, which has invariably to be filled in, and submitted only with the offer. In this statement of deviations, the Tenderer/Bidder shall indicate his compliance or otherwise with remarks against each clause and sub-clause of the technical specifications. Wherever the Tenderer/Bidder deviates from the provision of a clause/sub-clause, he shall furnish the detailed justification for the same under `Remarks' column.

### **3. AGENTS AND SERVICE FACILITIES IN INDIA-AGENCY COMMISSION**

**3.1.** Railway would prefer to deal with manufacture of stores directly and not with agent, brokers & middlemen. Manufactures are, therefore, encouraged to quote against the tender.

Foreign firms quoting direct against the enquiry and who want Indian Agent/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India, They should quote net FOB/ CFR price, exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates, It should be understood that the purchaser

will indemnify the supplier against payment of such commission to the Indian Agents/Associates in rupees in India in respect of a contract arising out of invitation to Tender, where the Indian Agent/Associates remuneration/or commission covers a part of the price against the Tender."

**3.2.** The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored:-

- (i) The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates,
- (ii) The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other.
- (iii) Any payment which the Agent/Associate receives in India or abroad from the Manufacture/principal whether as a commission for the contract or as a general retainer fee;
- (iv) Indian Agent's Income-tax payment account number;
- (v) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
- (vi) Past Performance

**3.2.1** Enlistment of Indian Agents with DGS&D under compulsory registration scheme, if Indian agent is quoting directly as bidder. In such cases enlistment details with DGS&D under compulsory registration scheme are required to be enclosed..(Authority rule 143 of GFR 2005-Min.of Finance)

**3.3** The Agency commission payable by the Tenderer to his Indian Agents shall be indicated in the offer form in foreign currency. However, Agency commission finally payable to the Tenderers agents in India under the contract will be converted to Indian rupees at the telegraphic transfer buying rate of exchange ruling on the date of acceptance of offer and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian rupees only after successful completion of the contract commissioning of the machines or equipment wherever involved.

**3.4** For the foreign Tenderer's guidance in furnishing complete information, a check list is attached, must be completed and submitted the foreign Tenderers participating in the Tender.

**3.5** In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

**3.6** 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

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

**3.8** 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.

3.9 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 Govt. 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 dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

#### **4. QUALIFYING REQUIREMENTS OF TENDERERS**

**4.1.** The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that-

- (a) He is a licensed manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience.
- (b) He has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report from a recognized bank or a financial institution.
- (c) He has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
- (d) He has established quality control system and organization to ensure that there is adequate control at all stages of the manufacturing process.

**4.2** For purposes of para-4.1. the tenderers should additionally submit-

- (a) a performance statement as in Annexure-3, giving a list of major supplies, effected in the recent past, of the items offered by him giving details of the purchaser's name and address, order No. and date and the quantity supplied and whether the supply was made within the delivery schedule;
- (b) a statement indicating details of equipment employed and quality control measures adopted as in Annexure-4

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

**4.4.** Tenderer not submitting the requisite information may note that his offer is liable to be ignored.

#### **5. EARNEST MONEY/BID GUARANTEE**

**5.1.** An Earnest Money/Bid Guarantee for amount as stipulated in the "Schedule of Requirements" shall accompany each tender in Indian Rupees or an equivalent amount in the currency of the country of the tenderer. The Earnest Money/Bid Guarantee shall be in any one of the following alternative forms subject to the approval of the purchaser.

- (a) A crossed Bank Draft in favour of the Financial Advisor and Chief Accounts Officer, South East Central Railway, Bilaspur (CG) India, from a Nationalized Indian Bank or scheduled commercial bank of India.
- (b) An irrevocable Bank guarantee or irrevocable letter of credit of any Nationalized Indian Bank or scheduled commercial bank of India ; in favour of the Financial Advisor and Chief Accounts Officer, South East Central Railway, Bilaspur (CG) India in the form attached (Annexure-6).

5.2. The Earnest Money-Bid Guarantee shall remain deposited with the purchaser for the period of 180 days from the date of opening of Tenders. If the validity of the offer is extended, Earnest Money Deposit/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.

5.3 If the validity of the offer is extended, BID Guarantee Money/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.

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

5.5. The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.

5.6 The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (Clause-21 of the General Conditions of Contract) is furnished and formal contract duly signed is received by the purchaser.

5.7. If the successful tenderer fails to furnish a Contract Performance Guarantee as required in Clause-21 of the General Conditions of Contract (Section-II) and fails to return the formal contract duly signed within fifteen days of the receipt of the formal contract, then the earnest money shall be liable to be forfeited by the purchaser.

5.8. The earnest Money of all unsuccessful tenderers will be returned by the Purchaser.

5.9. Any tender not accompanied by Earnest Money in one of the acceptable forms given in clause 5.1 above are liable to be rejected by the purchaser as non responsive.

## 6. SUBMISSION OF OFFERS

6.1. All offers shall be either type-written or written in indelible ink.

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

(i) as sole proprietor of the concern or as attorney of the sole proprietor;

(ii) as a partner or partners of the firm;

(iii) as Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

6.3. In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the Individual or individuals to sign should be furnished to the purchaser for verification if required.

All prices and other information like documents etc. having a bearing on the price shall be written both in figures and words in the prescribed Offer form. **In case of any discrepancy in rates quoted in words & figures the Rates quoted in words shall be considered.**

6.4. Offer in the prescribed form (Annexure-1 or 2 as applicable) should be addressed to the **Controller of Stores, South East Central Railway, Bilaspur - 495 004 (C.G.) INDIA.**

6.5. Offers shall be as per the General and Special Conditions of Contract given in the Bid Documents. By an act of submission of offer, unless otherwise stated under deviation statement by the tenderer, the offer shall be deemed to be as per General & Special Condition of Contract. The tenderer shall enclose a separate statement (Annexure-10) indicating only the deviations from any

clause or sub-clause of the General and Special Conditions of Contract, which he proposes with full justification for such deviations. An unacceptable deviation may lead to summarily rejection of an offer. The purchaser reserves the right to accept or reject these deviations and his decision thereon shall be final.

**6.7.** Railway would prefer to deal with manufacture of stores directly and not with agent, brokers & middlemen. Manufactures are, therefore, encouraged to quote against the tender.

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

**6.9.** The tenderer should avoid ambiguity in his offer e.g. if his offer is to his standard sizes/lengths/dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as "standard lengths" etc. should be avoided in the offer.

**6.10.** Offers are required from the actual manufacturers of the tendered equipment/stores. Offers from Agents, Brokers and other middlemen on behalf of the manufacturers will not be entertained. The Foreign Tenderers/Bidders may utilize the services of their principal as per Annexure-5.

## **7. LOCAL CONDITIONS**

**7.1.** It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax act. 1961, the Companies Act. 1956, the Customs Act. 1962 and related Laws in force in India. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser.

## **8. PRICE BASIS AND INDEMNITY**

**8.1.** Foreign tenderer shall quote his prices on the basis of (i) FOB nearest port of shipment having facilities to handle the same, (ii) CFR Indian Port.

**8.2.** Under the CFR price, the FOB price, the ocean freight charges shall be indicated separately.

**8.3.** The terms FOB and CIF 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 as INCOTERMS 2010.

**8.4.** These prices should not include agency commission payable to Indian Agents which shall be exhibited as already indicated in instruction to tenderers.

**8.5.** The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or an equivalent amount in the currency of the country of the tenderer. However, if the goods offered are manufactured in more than one country, the tenderer may state the bid price in the currency of the country of origin in which he wishes to be paid. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars.

**8.6.** Unless otherwise condition mentioned in SOR, the prices quoted should be firm and not subject to any variation. In case of CFR, ocean freight charges must also be firm and no



variation will be allowed on this account after the opening of tenders.

**8.7.** The tenderers should quote their lowest possible price. Quotations should be made only for units specified in the "Schedule of Requirements".

**8.8.** Tenderers submitting indigenous offers shall indicate all the components of price which shall include all State and Central taxes and Excise Duties livable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, taxes and excise duties individually, incidentals and handling charges, freight and insurance charges etc. if any shall also be given.

**8.9** purchaser reserves the right to place the order on free on rail, destination, and station of dispatch basis. In case the contract is placed on the basis of FOR station of dispatch, the supplier shall book the goods by rail/road; freight pre-paid and get reimbursement of the freight element from the purchase as per actual rail freight or the quoted amount which ever is less. The freight element will be paid along with 90% bill for the cost of the stores.

## **9. INSURANCE**

**9.1.** In the case of either FOB or CFR or FAS offer insurance shall be arranged by the Purchaser.

**9.2.** In the case of indigenous offers, the purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at destination. The consignee will advise the tenderer within 45 (forty five) days of the arrival of goods at the destination, any loss/damage etc. of the goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and/or insurer and pursue the same. The tenderer 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.

## **10. EVALUATION OF THE OFFERS**

**10.1** For purpose of the evaluation and comparison of offers, all prices shall be converted to Indian Rupees at the exchange rate for each of the currencies in which such prices are expressed, on the date of opening of tenders

**10.2.** Evaluation Criteria: Offers in foreign currency, received on FOB or CFR basis will be evaluated in the following manner to arrive at total cost of the offers.

**a)** CIF cost will be calculated by adding freight as per rates of shipping Corporation of India (SCI) (In case of FOB offers) & insurance charges as per Indian Railways open cover Insurance policy. In case of C&F offers, only insurance charges will be added.

**b)** Assessable value will be calculated by adding port/Landing charges @ one percent with the CIF cost, Aggregate Customs Duty will be calculated on the assessable value and the total landed cost will be worked out by adding the assessable value with the aggregate Customs Duty.

**c)** Thereafter, other charges as livable ( such as L/C opening charges ) and as required in terms of tender conditions (viz training, installation & commissioning charges etc. as quote, if any) will be added to the total landed cost to arrive at the total cost of the offer.

**d)** The total cost of the offer as calculated above with will be compared with the FOR station of dispatch of indigenous offer.

**10.3.** Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

**10.4 (a)** Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position.

Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, Railways may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

**(b)** The purchaser reserves the right to split the tender quantity among two or more tenderers at its discretion for reasons like vital/critical nature of items, quantity to be procured, past performance and capacity of the bidders, delivery required etc. While splitting the tender quantity, the purchaser also reserves the right to give counter offer at a single rate considered appropriate. This, however, does not in any way preclude the purchaser from placing orders at differential rates.

**10.5** Even though the purchaser reserves the right to obtain material at any of the 2 ports i.e. Kolkatta and Mumbai port. Evaluation of tenders will be done on CIF Kolkata basis, tenderers are, therefore requested to quote accordingly.

## **11. PAYMENT TERMS.**

11.1. Foreign Supplies : The Standard payment terms subject to recoveries, if any under the Liquidated Damages Clause in General Conditions of Contract will be as under:

- (a)** (i) 100% payment on proof of inspection and shipment.  
(ii) The foreign firm will be required to submit PBG of 10% value for claiming 100% payment against LC as per annexure-11. In case of CFR contract this payment will be subject to furnishing of an additional Bank Guarantee in a form to be approved by the purchaser for the amount to safeguard the purchaser against any loss. This additional guarantee for CFR contract will be operative from the date of shipment to the date of delivery at port in India as per annexure-11.
- (b)** The purchaser may at its option call for additional security in the form of Warranty Bank Guarantee to ensure the satisfactory fulfillment of the warranty obligation of the firm. The WBG will be in the format as indicated in annexure-12.
- (c)** Further, the purchaser may at its option permit the submission of a combined Performance and Warranty Bank Guarantee. The combined performance and warranty BG will however be in the format attached at annexure-12.
- (d)** (i) In import case PBG/WBG may only be waived based on merit of case keeping in view the past record of the firm's response in settling the past outstanding cases (warranty failure etc.)  
(ii) In case of waiver of PBG/WBG in import cases the procedure of LC opening and payment will be as follows :-
  - (a)** LC to be opened for 100% value (FOB).
  - (b)** 90% payment to be made on presentation of documents as per clause 1.19 (unless otherwise indicated) and balance 10% payment will be made after receipt of material by ultimate consignee i.e. Depot officer & inspection thereof.

**11.2.** Indigenous supplies. The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause in the General Conditions of Contract will be as under:-

- (a) 95% payment on proof of inspection and receipt of material at S.E.C.Rly & balance 5 % against R/Note.
- (b) 100% against R/Note.

## **12. DEDUCTIONS**

**12.1.** Payment as in clause-11.1 and 11.2 above shall be subject to deductions of any amount for which the Contractor is liable under the contract against this tender or any other contract in respect of which the President of India is the purchaser.

## **13. PAYMENT PROCEDURE**

**13.1.** The contract price will be normally paid in the currency or currencies in which the price is stated in the successful tender.

**13.2.** Payment for contracts against indigenous tenders will be made in Indian Rupees against bills preferred by the contractor. Any payment in the foreign currency that the contractor may have to pay for imported components forming part of the tender will be arranged by him directly.

**13.3.** All banking charges in India and the Country of the vendor will be borne by the purchaser. However, the following will be exception to this rule :-

- (a) If the Vendor chooses his own L.C. advising/negotiating Bank and confirming Bank, then foreign banking charges will be borne by the Vendor.
- (b) All expenses on account of amendments to L.C on behest/request of the Vendor will be borne by the Vendor.
  
- (c) The vendor will not choose the Applicant bank (i.e. L.C. opening bank) in India. This will be decided by S.E.C.Railway in accordance with S.E.C.Railway banking and administrative procedures. If vendor does so they will have to bear Indian Bank Charges also.

## **14 SHIPPING ARRANGEMENTS**

**14.1.** In the event of an order being placed on C & F basis, the contractor shall arrange shipment in accordance with the requirements of the Ministry of Transport (Department of Surface Transport) New Delhi, INDIA indicated in Annexure-7, (as applicable). The purchaser will, however, have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the contracting firm. Shipping arrangements in the case of FOB contract shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination offices, Ministry of Transport, (Department of Surface Transport), New Delhi, INDIA, in accordance with details given in Annexure-8. Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail (as per Annexure-9) to the Chief Controller of Chartering. Shipping Co-ordination Officer, Ministry of Transport (Department of Surface Transport), Govt. of India, New Delhi, INDIA as soon as possible after the relevant contract is finalized.

## **15. PACKING**

**15.1.** The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climate 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.

**15.2.** The specification of the packing proposed shall be indicated.

**15.3.** 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.

**15.4.** 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.

## **16. ACCEPTANCE OF TENDER**

**16.1** The Purchaser reserves the right to 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.

**16.2.** Acceptance of tender will be communicated by Fax, Telegram, Express Letter or formal acceptance of tender direct to the tenderer or through his authorized agent. In case where acceptance is indicated by Fax, Telegram or Express Letter, the formal acceptance of tender will be forwarded to the contractor as soon as possible but the Fax, Telegram or Express Letter should be deemed to conclude the contract.

## **17. EFFECT AND VALIDITY OF OFFER**

**17.1.** The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer 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 tenderer shall have no claim in that regard against the purchaser.

**17.2.** The offer shall be kept valid for a minimum period of one hundred and fifty (150) calendar days from the date of opening of tenders.

**17.3.** 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 tenderer. While the offers are under consideration, tenderers and/or their representatives or other interested parties are advised to refrain from contacting the purchaser by any means. If necessary, the purchaser may obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers are not permitted to change the substance of their offers after the offers have been opened.

**17.4.** 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.

## 18. SPARE PARTS

18.1. Where required, the tenderer should quote, apart from main equipment, separately for the mandatory spares as well as for recommended spares required for two years of operation. The rates for such of the items of those spares should be indicated both in FOB and C & F basis in the case of the imported offers and FOR destination in the case of indigenous offers with complete break-up as indicated in the offer form. The purchaser reserves the right to order any or all the spares as quoted for any quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main equipment. The responsibility of the tenderer under the warranty clause will not be diluted in any way on this account.

## 19. GENERAL

19.1. The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders which are not complete in all respects as stipulated above are liable to be rejected.

## 20. LAST DATE OF RECEIPT OF THE TENDERS

20.1. The offers complete in all respects should reach the **Controller of Stores, South East Central Railway, Bilaspur - 495 004 (C.G.)INDIA** not later than 10.30 hrs. on the tender opening date specified in the "Schedule of Requirements".

20.2. The tenders received shall be opened in **South East Central Railway, Bilaspur** in the presence of such other tenderers or their representatives, who may like to be present at 10.30 hrs. on the date specified in the "Schedule of Requirements" and where practicable, the names of tenderers and the rates tendered by them will be read out.

## 21. VENDOR ASSESSMENT (FOR UN APPROVED TENDERERS)

All unapproved tenderers are required to furnish detailed information as per Vendor Assessment form enclosed at Annexure - 4 except ITCC. They are also required to furnish following information.

- (i) Details of stocks of raw material held.
- (ii) If they are a small scale unit regd. with National Small Industries Corporation Ltd., /New Delhi they should furnish full particulars of items, registration, currency period and monetary limit etc.

## 22. DISTRIBUTION OF PROCURABLE QUANTITY

22 (i) The Purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the Purchaser.

22.(ii) (a) : Whenever such distribution /splitting of the tendered/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, out standing orders load for the railway making the procurement, quoted delivery schedule vis a vis the delivery schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below-

Price differential between L1 & L2	Quantity distribution ratios between L1 & L2
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L1 tenderer. The quantity to

be ordered on the L2 tenderer will be decided as per relevant Railway Board's guidelines.

- (b) : If splitting of quantity is required to be done by ordering on tenderers higher than L2 tenderer, then the quantity distribution Proportion amongst the tenderers will be decided by extrapolation of the model as indicated in para 25 (ii) (a) above.
  - (c) : The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer's. In the event of rejection of such counter offer's, the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.
22. (iii) The rate of the highest eligible tenderer within the zone of consideration has to be, per-se, reasonable.
22. (iv) In the cases of inadequate capacity - cum - capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time etc., the Purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner as would ensure timely supply of materials in requisite quantity to meet the needs of S.E.C.Railway regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the Principle of natural Justice and Equity.

### **23. ORDERING ON APPROVED SOURCES**

23. (i) Unless otherwise indicated in SOR, bulk order will be placed on Part-I approved source(s)
23. (ii) Ordering on Part-II approved source with competitive price ranking can be considered beyond 15% in case that source has successfully executed a larger quantity order in the same Railway unit or other Railway Units/Pus in the preceding 3 years, Successful execution will be signified by both quantitative and qualitative performance. Upper limit of quantity to be ordered on such a source will not exceed 25% of the net procurable quantity in a given procurement case with another 5% on new source in deserving cases with strict compliance of extant procedure on such educational ordering. That is to say the ordering quantity on a Part-II source can be upto 15% or the highest quantity of a past order, successfully executed in the preceding 3 years in the same Railway unit or other Railway units/PUs, whichever is higher, subject to a maximum of 25% of the net procurable quantity in the given procurement case.
23. (iii) It is also likely that there may be cases where more than one Part-II source are within the zone of consideration on the basis of competitive price ranking with satisfactory past performance on that Railway. In such cases each Part-II source can be considered for ordering in the same manner as indicated above.  
"Aggregate Quantity to be ordered on all Part-II approved vendors taken together, will not exceed 25% of the net procurable quantity, in a given procurement case".
23. (iv) All Part-II approved tenderers must submit attested photocopies of POs, inspection certificates and receipt notes / certificates related to the maximum quantity of the material under procurement, successfully supplied by them in any single order placed on them over the preceding three years by any Zonal Rly/PU. Such tenderers are to note that non-submission of such documents shall be taken as their not having any such past performance and their offers shall be considered further as per extant rules and no back reference in this regard will be made to them".
23. (v) Ordering on part-II source and educational orders (Developmental/Trial order) will not be considered as splitting of quantity.

**23. (vi)** When there is no approved vendor in Part-I category and vendors are approved in Part-II category only, Pt-II approved vendor (s) will be considered for bulk coverage without any quantity restriction otherwise applicable for Pt-II vendors.

## **24. MISCELLANEOUS**

**24.1** In case tenderer himself is not the manufacturer of the item, valid authorization, certificate as per annexure-5 must be submitted along with offer otherwise offer is liable to be rejected.

**24.2.** Proforma quotation of principal is to be attached with the offer.

**24.3** Tenderer must clearly indicate make & model no. of item offered and also submit detailed specification. Leaflets/catalogues marking the offered model, specifically, failing which the offer is likely to be ignored without any further reference to firm.

**24.4** The tenderer must give details of supply of the quoted item in past with full particulars. The details of machinery & plants etc. must also be furnished along with the offer.

**24.5** Firms must give specific comments/confirmation to each and every aspect to specification and clearly indicate compliance/non-compliance. In absence of their, offer will be taken as incomplete & the same may be passed over without any further reference to you.

**24.6.** Tenderers/suppliers while quoting in the tender as well as submitting their invoice/bill they should indicate the freight charges separately from the price of the goods.

### **24.7. Government price preference policy :**

“The Purchaser reserves the option to give a purchase/price preference to the offer from public Sector units and/or from small scale/cottage industries units, over those from other firms, in accordance with the policies of the government from time to time. The price preference above can not however be taken for granted and every endeavor need to be made by them to bring down cost and achieve competitiveness”.

**24.8.a)** Tenderer has to purchase stamp-paper from the govt. treasury office for all requirements in this tender i.e. EMD, PBG, WBG as applicable.

**b)** A confirmatory letter has to be given by the tenderer that stamp-paper has been purchased from Government Treasury office (Name.....)

**24.9. i)** Tenderer to give consent in a mandated form for receipt of payment through ECS/EFT:-“We hereby authorize the purchaser to make payment in respect of supplies made and bills cleared through electronic transfer.”

**ii)** Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank A/C No. and Bank and Branch code as appearing on MICR cheque issued by bank.

**iii)** Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mention in para (ii) above.)

Fax : +91-07752-494209, 415421

Telex : +91-.....

Cable/Grams : .....

Controller of Stores.  
South East Central Railway,  
Bilaspur (C.G.) INDIA

E-mail : -----

Web site : [www.secr.indianrailways.gov.in](http://www.secr.indianrailways.gov.in)



# **SECTION-II**

## **GENERAL CONDITIONS OF CONTRACT**

## **SECTION-II**

### **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 Director, Railway Stores (F), 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. EXECUTIONS**

**2.1.** The whole contract is to be executed in the most approved, substantial and workmanlike 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 the meaning of the specifications 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 possession or control of the contractor, his servants or a carrier, or in the joint possession of the contractor, his servants and the purchaser, his 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 dispatch to the ultimate 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, misdelivery, 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.

#### **4. 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 there or 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 dispatch or delivery or during transit or otherwise what 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 dispatch 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 respect in conformity with the terms and conditions of contract, except where they are not in all or have been deteriorated in the course of transit otherwise after their delivery to the interim consignee.
- (iii) The provisions contained in the clause-24 of this section relating to the removal of stores rejected by the inspector shall, mutatis mutandis, apply to stores rejected by the consignee as herein provided.

## **5. INDEMNITY**

**5.1.** 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 of any litigation that may arise therefrom.

## **6. PRICES**

**6.1.** The Prices stated include all costs of stamping, painting, marking, protection or preservation of the stores etc. any claim what-so-ever that may arise from the manufacture, packing, shipment, marking, or delivery of Dock and Harbor dues, port's rates, export taxes and other fees or charges, if any 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.

## **7. TRANSFER AND SUBLETTING**

**7.1.** 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.

## **8. DRAWINGS**

**8.1.** If any figure of a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct.

## **9. ALTERATIONS**

**9.1.** 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 an amended price has 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 price as may be considered reasonable by the purchaser.

## **10. PROGRESS REPORT**

**10.1.** The contractor shall render such reports as to the progress of the contract and in such form as may be called by the purchaser or his nominee. The submission and acceptance of those reports shall not prejudice the rights of the purchaser in this Contract in any manner.

## **11. DELIVERY**

**11.1. Delivery in FOB contract:** The stores shall be delivered by the contractor free on board such vessels in such port or ports named in the quotation, as the purchaser or his nominee may require.

**11.2** 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.

**11.3** 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 about availability of vessels. 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 incur or be put to, by reason of such non-delivery including dead and extra freight demurrage of vessels and any other charges incurred by the purchaser whatsoever.

**11.4 Delivery term in CIF contract** - The stores shall be delivered free of expense to the purchaser on board the vessels for ocean transportation to the named Indian Port, including any charges for unloading at the said Port as also marine Insurance covering transit risk upto the ultimate destination being paid by the supplier. The supplier shall be free to ship the goods by vessels registered in any eligible source under World Bank Guideline or through a shipping conference in which such eligible sources hold a major share.

**11.5 Delivery in terms of the CFR contract.** "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, including any charges for unloading etc. till the cargo is safely delivered to the Port Consignee, at the said Port.

**11.6** 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 expenditures by way of extra insurance etc., if incurred, for use of non-classified/overaged vessel, shall be on seller's account.

## **12. CUSTOMS DRAWBACK**

**12.1.** If, by reason of a customs notification published after the placing of the contract, the stores to be supplied shall become, on export, subject to customs drawback in respect of duty paid on them or on the materials used in their manufacture the contractor shall recover the amount of the drawback and the contract price of the stores shall be reduced by the amount so recovered.

## **13. MARKING**

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

- (a) The following particulars should be stenciled 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 to break loose during transit. The use of steel tags for this purpose should be avoided.
- (c) In addition to the markings as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignee in India.

## **14. PACKING**

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

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

## **15. SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS**

**15.1.** 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.

## **16. CORRUPTION AND PAYMENTS OF COMMISSION**

**16.1.** 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 or dispute as to the commission of any offence under the present clause shall be settled by the purchaser in such manner and no such evidence or information as may be thought fit and sufficient and his decision shall be final and conclusive on the matter.

## **17. DELIVERY PERIOD**

**17.1.** Timely delivery is required in terms of the condition of contract. The purchaser attaches the utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages and risk purchase conditions as are applicable in case of delays in supplies.

## **18. LIQUIDATED DAMAGES**

**18.1.** 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 or delivered and may deduct or recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of 2 percent (two percent) or the price of any stores which the contractor has failed to deliver as aforesaid for each and every month (part of a month being treated as a full month) during which the stores may not be ready for delivery subject to maximum of 10% of value of delayed supplies. Provided, however that if the delay shall have arisen from any cause which the purchaser may admit as reasonable ground for further time, the purchaser may, at his discretion, allow such additional time as he may consider to have required by the circumstances of the case and shall forego the whole or such part, as he considers reasonable of his claim for such loss or damage as aforesaid.

## **19. DEFAULT AND RISK PURCHASE**

**19.1.** Should the contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the contractor in any manner otherwise fail to perform the contract, the purchaser shall have power to declare the contract at an end at the risk and cost of the contractor as provided in every way. In such a case, the contractor shall be liable for any expenses, losses or damages which the purchaser may be put to incur or sustain by reason of or in connection with the contractor's default.

**19.2.** In the event of risk purchase being made against the contract the contractor will be liable to pay to the purchaser extra expenditure incurred i.e. in procuring the same or similar stores and/or equipment the difference between the rate quoted by the lowest acceptable tenderer against the tender and that at which the risk purchase contract is concluded, provided it is done within nine (9) months from the date of breach of the contract.

**19.3** The cancellation of the contract may be either whole or part of the contract at purchaser's option. In the event of the purchaser terminating this contract in whole or in part, he may procure upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated, if risk purchase is not rendered possible for any reason in which event the contract shall be liable to the purchaser for any excess costs for such similar supplies/or services. However, the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

## **20. FORCE MAJEURE**

**20.1.** In 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 Govt., act of legislative or other authority; war, hostilities, acts of the public enemy, civil commotion. sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God the contractor shall within two weeks from the commencement thereof, notify the same in writing to the purchaser with reasonable evidence thereof. If the force majeure condition (s) mentioned above will be in force for a period of 180 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.

## **21. PERFORMANCE GUARANTEE BOND**

**21.1.** After a letter of acceptance is issued by the purchaser, the contractor shall furnish a performance guarantee bond in the proforma attached (Annexure-11) from a Nationalized Bank or Schedule commercial foreign bank branches operating in India Governed by Reserve Bank of India guidelines or foreign bank duly countersigned by a Nationalized 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 10% of the value of the contract in the same currency of the contract price. The expenses to be incurred for the counter signature of a nationalized bank shall be borne by the contractor. On the performance and completion of the contract in all the aspects the Performance Guarantee Bond will be returned to the contractor without any interest. In case furnishing of an acceptable performance Guarantee Bond is delayed by the contractor beyond the period provided above and bond is accepted by the Purchaser, Liquidated damages, as provided in clause-18 for a period of delay in submission of the bond, may be levied. Alternatively, the purchaser may declare the contract as at an end and enforce clause 19. The PG Bond will be submitted through the issuing bank directly to the purchaser.

21.2. The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects in the contract i.e. till satisfactory supply of material at consignee's place or till satisfactory commissioning of machine (as the case may be ). Unless otherwise specified, the PBG will be valid for 12 months after the date of last shipment/delivery of the goods. Further, before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion, The extension or extensions aforesaid executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.

**21.3.** 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.

The Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1899 for adequacy of the Stamp Duty, by the contractor.

## **22. INSPECTION**

**22.1.** Inspection will be carried out by the purchaser or his nominee. The cost of 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.

### **22.2. Facilities for Test and Examination**

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

### **22.3. Notification of Result of Inspection**

Unless otherwise provided in the specifications or "Schedule of Requirement" the examination of stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the contractor.

#### **22.4. Inspection Notes**

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

#### **22.5. 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 offered for arranging shipment to the Government of India Forwarding Agents and to furnish to them a certificate as under :  
"Certified that the goods offered for arranging shipment have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed".

### **23. INSPECTING OFFICER-POWERS OF REJECTION**

**23.1.** The Inspecting Officer shall have the power-

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

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

### **24. CONSEQUENCE OF REJECTION**

**24.1.** If on the stores being rejected by the Inspecting Officer of 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.
- (ii) Purchase or authorize the purchase of stores rejected or stores of a similar description (when stores exactly complying with the particulars are not, in the opinion of the purchaser which shall be final, readily available) without notice to the contractor, at his risk and cost and without affecting the contractor's liability as regards to the supply of any further installment due under the contract, or
- (iii) Cancel the contract and purchase or authorize the purchase of the stores or stores of a similar description (when stores exactly complying with the particulars are not in the opinion of the purchaser which shall be final readily available) at the risk and



cost of the contractor. In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of clause-19 of the General Conditions of Contract, shall apply as far as applicable.

24.2. Where, under a contract, the price payable is fixed on F.O.B. port of export or F.O.R. (station of dispatch) 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.

### **24.3. 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 21 days of the date in intimation of such, rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the contractor. Provided further 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.

**24.4.** 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 period 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 of 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 disposal (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 store are not removed/disposed off in accordance with the provision thereof.

## **25. ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD**

**25.1.** In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause-22.1 of General conditions of Contract was not given by the contractor, the purchaser reserves the right to cancel the order for the balance quantity, at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable the purchaser may grant an extension of the delivery period subject to the following conditions:-

- (a) The purchaser has the right to recover from the contractor the liquidated damages on the stores, which the contractor has failed to deliver within the period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, Freight Charges 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, Excise Duty, Sales Tax 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 of thereof shall certify that no decrease in price on account of any of these factors has been taken place.
- (e) That any additional expenditure incurred by the purchaser on custom duty, freight charges as also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by contractor.

**25.2.** The contractor shall not dispatch the stores till such time an extension in terms of "Clause 25.1 (a) and (b) above is granted by the purchaser and accepted by the contractor. If the stores are dispatched by the contractor before an extension letters as aforesaid is issued by the purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) and (b) mentioned in clause-25.1 above.

## **26. EXPORT LICENCE.**

**26.1.** If required, the contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export License within seven days of the receipt of contract.

### **26.2. IMPORT LICENCE (In case of Indigenous Bidders)**

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

## **27. ARBITRATION**

### **27.1. (a) For Indigenous Suppliers**

In the event of any question, dispute or difference arising under these General Conditions of Contract or any Special Conditions of Contract, or Instructions to Tenderer's or in connection with this contract (except as to any matter the decision of

which is specifically provided for by these conditions or Instruction to Tenderers' or the Special Conditions) the same shall be referred to a sole arbitrator which will be a Gazetted Railway Officer appointed as the Arbitrator by General Manager, **South East Central Railway, Bilaspur (C.G.) INDIA**. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matter to which the contract relates or who in the course of their duties as railway servants had expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

**(b) For Foreign Suppliers**

In the event of any dispute or difference arising between the parties hereto relating to any matter arising out or connected with this agreement, such dispute or difference shall be referred to the Award or tribunal of two Arbitrators, one Arbitrator to be nominated by the purchaser and the other to be nominated by the contractor or in the case of the said Arbitrators not agreeing then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree, to the Umpire, the Umpire may be nominated by the Chief Justice of India. The award of the Arbitrators shall be final and binding on the parties. Subject as aforesaid to the Indian Arbitration & Conciliation Act, 1996 the rules there under and any statutory modification or re-enactments thereof shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.

**27.2.** In the event of the arbitrator (s) dying neglecting or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator(s) to appoint another arbitrator(s) in place of the outgoing arbitrator(s) in the manner aforesaid.

**27.3.** It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as arbitrator and that if for any reason that is not possible the matter is not to be referred to arbitration at all.

**27.4.** The arbitrator may from time to time, with the consent of all the parties to the contract enlarge the time for making the award.

**27.5.** Upon every and any such reference the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator(s).

**27.6.** Subject as aforesaid, the Arbitration & Conciliation Act-1996 and the rules there under and any statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceeding under this clause.

**27.7.** Work under the contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be held on account of such proceedings.

**27.8.** The venue of arbitration shall be the place from which the purchase order is issued or such other place in India the arbitrator(s) at his/her / their discretion may determine.

**27.9.** In this clause the authority to appoint the arbitrator includes, if there be no such authority the officer for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

**28. LAWS GOVERNING THE CONTRACT**

**28.1.** This contract shall be governed by the laws of India for the time being in force.

**28.2.** Irrespective of the place of delivery the place of performance or place of payment

under the contract, the contract shall be deemed to have been made at the place in India from where the contract has been issued.

### **28.3. 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.

## **29. SECRECY**

**29.1.** 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.

**29.2.** Any information obtained in the course of the execution of the contract by the contractor his servants or agent or any person so employed as to any matter whatsoever which would or might be directly or indirectly of use to any enemy of India, must be treated as secret and shall not at any time be communicated to any person.

**29.3.** Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and to purchase or authorize the purchase of the stores at the risk and cost of the contractor in accordance with the clause-19 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.

## **30. QUANTITY VARIATION**

Unless otherwise indicated the purchaser reserves the right to vary the quantity mentioned in the "Schedule of requirement" by  $\pm 30\%$ . It shall also be binding on the contractor to accept the increased quantity within stipulated delivery period/extended delivery period if any, irrespective of the fact whether originally contracted quantity has been shipped/dispatched or not.

## **31. WTC :**

The works Test Certificate, if required to be submitted as per contract should be submitted as per Annexure-13.

## **32. GENERAL**

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

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

**SECTION-III**

**SPECIAL CONDITIONS  
OF  
CONTRACT**

## **Section III**

### **SPECIAL CONDITIONS OF CONTRACT**

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

#### **1. DEFINITIONS**

- 1.1.(a)** The term "Work" means all the work specified or set forth and required if any by the said specifications, drawings and "Schedule of Requirements", hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification (s), drawing (s) and "Schedule of Requirements" and also in such additional instructions and drawing supplied by the purchaser from time to time, during the progress of the work hereby contracted for.
- (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 is taken over by the purchaser.

#### **2. PERFORMANCE OF WORK**

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

#### **3. SPECIFICATIONS**

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

#### **4. MISTAKES IN DRAWINGS**

- 4.1.** The Contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors of omissions in the drawings or other particulars, whether they have been approved by the purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by 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, suspension, or variations of the work (hereinafter referred to as "variations") under the contract as shown by drawings 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 provision 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 the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instruction, 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 schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedule or not applicable, they shall be settled by the Purchaser and Contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the performance of the same have been given in writing by the Inspector.

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

5.3. In any case, in which the Contractor has received instructions from the Inspector for carrying out the work which either then or later, will, in the opinion of 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 promptly;
- (ii) to ensure that parts required to be inspected before use are not used before inspections; and to prevent rejected parts being used in error. Where, parts rejected by the inspector have been rectified or altered, such parts shall be segregated for separate inspection and approval before being used in the work.
- (iii)

## **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 requisite from time to time and as may reasonably be demanded, efficiently to carry out such test 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 purchaser 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. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR FOB CONTRACT**

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

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

(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.

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

## **9. WARRANTY**

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

**9.2.** Unless otherwise is mentioned in tender Drg./Specific etc. the 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.

**9.3.** 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 repairs are attributable to or arise from faulty workmanship or material or design in the manufactures of the stores provided that the defects are brought to the notice of Contractor within 3 (three) months of their being first discovered during the guarantee period or 3 (three) months from the date of expiry of warranty period.

**9.4.** The Contractor shall if required replace or repair the goods or such portion there of as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Contractor shall pay to the Purchaser value there of 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 warranty failure. If the contractor fails to honor its warranty obligation as contained herein, the purchaser will have the right to recover the damages from other payments accrued or accruable to the firm.

**9.5.** All replacement and repairs 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 from the date of being informed, promptly and satisfactorily.

**9.6.** Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Customs and



other duties as applicable".

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

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

**9.8.** 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.

## **10. PORT CONSIGNEE**

Materials are required to be shipped to the following port consignees in India.

(a) Chief Materials Manager  
(BI) Eastern Railway  
3rd Floor, 3, Koilaghat Street  
Kolkata-700 001 (W.B.) Fax  
No. 033-22487397

(b) Controller of stores(shipping)  
Central Railway Mumbai  
CSTM  
Pin-400-001

- Details of quantities to be shipped to different port consignee will be advised at the time of placement of order.

## **11. ULTIMATE CONSIGNEE**

**11.1.** Materials may be required to be dispatched to different railway consignees of South East Central Railway, Bilaspur (C.G.). Quantities to be dispatched to different ultimate consignees have to be separately packed. Details of quantities for each consignee will be advised at time of placement of contract.

## **12. TAX PAID IDENTIFICATION NO.**

Tenderers must quote their tax paid identification No. (TIN) in their quotation otherwise their quotation will not be entertained. TIN must also be quoted on the bills by the suppliers, failing which their payment may not be released:

## **13. SOURCE OF FINANCING & PAYMENT**

13.1 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.

## **14. DELIVERY SCHEDULE**

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

# **SECTION-IV**

## **ANNEXURES**

**(This Proforma is to be used only for offers of imported goods by Group 'C' tenderers. See Clauses 8.1 of 'Instructions to Tenderers')**

**ANNEXURE-1**

(Please see clause 1.2 and 6.5 of 'Instruction to tenderers')

To,  
**The PRESIDENT OF INDIA**  
 Acting through the Controller of Stores  
 South East Central Railway,  
 Bilaspur ( C. G. ) , INDIA

**OFFER FORMS** Tender No.....Date of opening..... Time.....Hours.....

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

Item No	Description	Specification	Unit	Qty.	Price Per unit exclusive of Agency commission (in the currency/currencies of manufacturer's country/countries or US\$)	Agency Commission per unit ( in the currency/currencies of manufacturer's country/countries or US\$ )	Total C.I.F. value of offer per unit (inclusive of agency commission in the currency/currencies of manufacturer's country/countries or US\$ )	Terms of payment	Delivery Period	Gross weight and dimensions of package per unit*	F. O. B Port of Country of Supply
1	2	3	4	5	6	7	8	9	10	11	12

2. We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees. The relevant information is given below. (To be filled in by the tenderer)

(a) The name and address of the Agent.....

(b) Service to be rendered by the Agent.....

(c) Amount of remuneration for the Agent.....

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

4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 150 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

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

Dated.....

**Signature and seal of Manufacturer/Tenderer**

**Note-** (i) The tenderers may prepare their own offer forms as per this proforma.

(ii) No change in the proforma is permissible.

(iii) No erasurers or alterations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the tenderer.

(iv) Please refer to clause 3.2 of Instructions to Tenders for filling column 8.

(v) FIGURES IN Column 6 to 8 (both inclusive) should be in both figures and words

(vi). If any firms wish to quote on CFR/CIF basis, then in addition to above details complete breakup of pricing (component of freight, insurance etc.) should be indicated

**(This Performa is to be used only for offers of imported goods by Group 'A' tenderers. See Clauses 8.8 of 'Instructions to Tenderers')**

**ANNEXURE-2**

(Please see clause 1.2 and 6.5 of 'Instruction to tenderers')

**The PRESIDENT OF INDIA**  
Acting through the Controller of Stores  
South East Central Railway,  
Bilaspur ( C. G. ) , INDIA

**OFFER FORMS** Tender No.....Date of opening..... Time.....Hours.....

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

Item No	Description	Spec ificati on	U n i t	Qty.	Price Per unit F.O.R. Destination ( In Indian Rupees)	Total value of offer ( In Indian Rupees)	Terms of payment	Delivery Period	Gross weight and dimensions of package per unit
1	2	3	4	5	6	7	8	9	10

**Break-up of Price of col. 6 (In Indian Rupees)**

Ex- factory price	Excise duty	Oth er Lev ies	Sales tax	Packing and forwarding in Detail	F.O.R. Station of dispatch price	Freight to destination	Insuran ce charges ( If any)	F.O.R. Destination	Total ( In Indian Rupees)
a	b	c	d	e	f	g	h	i	j

Note: FOR station of dispatch price will be compared with landed price at port of imported offer

**Break-up of ex- factory price ( In Indian Rupees)**

C.I.F. value of imported equipment/components	Duties	Other levies	Incidentals	Value added component in India			Total Ex- factory price	Country or origin from where components are imported
a	b	c	d	e			f	g
				Stores	Labour	Overheads & others		

Value in Indian Rs.

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

3. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 150 days form the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.

4. Earnest Money/Bid Guarantee for and amount equal to.....is enclosed in the form specified in Clause-5 of the 'Instructions to Tenderers'.

Dated.....20

**Signature and seal of Manufacturer/Tenderer**

**Note-** (i) The tenderers may prepare their own offer forms as per this proforma.

(ii) No change in the proforma is permissible.

(iii) The tenderers should indicate whether they possess the necessary industrial license same from Government of India for Manufacturing and marketing the items offered. If where collaboration with a foreign firm for manufacturing of the items offered is involved the details of the same should be indicated.

(iv) No erasures or alterations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the tenderer.

(v) The detailed break up of ex-factory price should be indicated here and if so required by the purchaser the tenderer shall produce satisfactory proof in regard to the reasonableness of the same.

(vi) Figures in Column 6,7,10 &11 should be both in figures and words.



**ANNEXURE-4**

(Please see clause, 4,2 (b) of 'Instructions to Tenderers')

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL**

Tender No.....Date of Opening.....Time .....Hours

Name of 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 License, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Deptt.  
(Monographs & description pamphlets be supplied if available).
7. Details of the process of manufacture in the factory in brief.
8. (i) Details & Stock of raw material held.  
(ii) For Indian Firm's if they are a small scale unit regd. with NSIC Ltd., they should furnish full particulars of items, registration, currency period and monetary limit etc.
9. Production capacity of items (s) quoted for, with the existing plant & machinery
  - 9.1. Normal
  - 9.2. Maximum
10. Details of arrangement for quality control of product 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 certificates should be submitted in triplicate.
13. Are you registered with the Director 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

Signature and seal of the  
Manufacturer/Tenderer

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**  
(See Clause 6.10 of Instructions to Tenderers)

**Ref:** .....  
**Date:**.....

**To**

The President of India,  
Acting through the Controller of Stores,  
*South East Central Railway,*  
**Bilaspur - 495 004 (C.G.)**

Dear Sir,

Sub: C.O.S:- *South East Central Railway* Global tender No. -----

We..... are an established and reputed manufacturer of .....  
having factories at .....

We hereby authorize M/s ..... (Name and Address of the Agent/Middle  
men) to represent us, to bid, negotiate, conclude and execute the contract on our behalf,  
with you against your tender .....

We hereby confirm the technical specifications and other technical stipulations of  
the contract relating to the equipment (including its satisfactory performance) offered by  
the said ..... In respect of our equipment offered by them against the tender  
.....

No other Company/Firm/Individual other than M/s ..... are authorized to  
represent us in regard to the business against this specific tender.

Yours faithfully,  
(Name): .....  
For and on behalf of .....  
( Name of Manufacturer)

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



**Annexure-6**

(Please see clause, 6.1 of

'Instructions to Tenderers')

**PROFORMA BANK GUARANTEE FOR BID  
GUARANTEE/EARNEST MONEY  
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Ref.....

Date.....

Bank Guarantee No.....

**To**

**THE PRESIDENT OF INDIA,  
acting through the FA & CAO,  
South East Central Railway,  
Bilaspur - 495 004 (C.G.) NDIA**

**Dear Sir,**

In accordance with your invitation to tender No. ....  
for supply of ..... M/s .....  
hereinafter called the tenderer with the following Directors on their Board of  
Directors/Partners of the firm:

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

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

As a Bank Guarantee against Bid Guarantee for a sum of .....  
.....(In words and figures) valid for (180) one hundred  
and eighty days from..... required to be submitted by the  
tenderer as a condition for the participation, this bank hereby guarantees and  
undertakes during the above said period of (180) one hundred and eighty days to  
immediately pay, on demand by the Controller of Stores, *South East Central Railway,  
Bilaspur - 495 004 (C.G.) INDIA*, in writing the amount  
of.....(in words & figures) to  
the  
Controller of Stores, *South East Central Railway, Bilaspur - 495 004 (C.G.) INDIA*, and  
without any reservation and recourse, if:-

- i. the tenderer 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 tenderer withdraws the said bid within 150 days after opening of bid;  
or
- iii. the tenderer 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.

The 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 period on receiving instruction from M/s..... on whose behalf this guarantee is issued.

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

Signature.....  
PrintedName.....  
(Designation)

.....  
(Banks's Common Seal)

**ANNEXURE-7**

(Please see clause, 14.1 )

**DETAILS OF SHIPPING ARRANGEMENTS FOR LINER  
CARGOES IN**

**RESPECT OF C & F/ CIF/ TURNKEY/ F.O.R. CONTRACTS FOR  
IMPORTS**

**1. (A) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND  
(ALSO EIRE) FROM THE NORTH CONTINENT OF EUROPE GERMANY, HOL-  
LAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND  
PORTS OF THE CONTINENTAL SEA-BOARD OF THE MEDITERRANIAN (i.e.  
FRENCH AND WESTERN ITALIAN PORTS). TO PORTS IN INDIA.**

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on Conference Lines' is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conferences. Congermitry House, East Grinstead, Sussex (U.K.) for providing Shipping space and also inform the Shipping Coordination Officer, Ministry of Transport, Deptt. of Surface Transport, New Delhi (Cable : TRANS, CHART, NEW DELHI; Teles: VAHAN ND, 2312, 2448 & 3104).

The Sellers should arrange shipment through the Government of India's Forwarding Agents, M/s. Schenker & Co., 2000-Hamburg, Cable: SCHENKERCO HAMBURG or obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Transport, Deptt. of Surface Transport, (TRANSCHART). New Delhi.

**(B) SHIPMENTS FROM ROSTOCK**

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the agreement between the Government of German Democratic Republic and the Government of Republic of India in the Field of Merchant Shipping signed on 9-1-1979. as amended up-to-date

**(c) SHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND  
YUGASLAVIA**

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

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

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s. Schenker & Co., 2000 HAMBURG (Cable: SCHENKERCO HAMBURG) and also endorse a copy thereof to the shipping Co-ordination officer, Ministry of Transport, Deptt. of Surface Trans- port, New Delhi (Cable : TRANSCHART, NEW DELHI : Telex: VAHAN ND-2312, 2448 & 3104).

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s. Schenker & Co., Hamburg (Cable : SCHENKERCO, HAMBURG) or obtain certificate from them the effect that shipment has been

arranged in accordance with the instructions of the Ministry of Transport, Deptt. of Surface Transport, (TRANSCHART), New Delhi.

**(d) SHIPMENTS FROM POLAND**

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

**(e) SHIPMENTS FROM RUSSIA**

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

**(f) SHIPMENT FROM JAPAN**

The shipment of goods should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number nature of cargo quantity, port of loading/discharge, name of the govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

**Note:** - The copies of such contracts are to be endorsed both to the Attach (Commercial), Embassy of India in Japan, Tokyo and the Shipping Co-ordination officer, Ministry of Transport, Deptt. of Surface Transport, New Delhi.

**(g) SHIPMENTS FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT**

The seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipment Corporation of India Ltd. Shipping House, 229/232, Madame Cama Road, Mumbai-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Transport Deptt. of Surface Trans- port, New Delhi; (Cable : TRANSCHART, NEW DELHI. **Telex :**

**VAHAN ND-2312, 2448 & 3104.)**

**(h) SHIPMENTS FROM PAKISTAN**

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50% .

Shipping arrangements should be made by Indian vessels to the maximum extent possible subject to minimum of 50%

Shipping arrangements should be made by the Sellers in consultation with M/s. Mogul Line Ltd., 16-Bank Street Fort, Mumbai-400023 (Cable : MOGUL MUMBAI Telex: 011-4049 MOGUL) to whom details regarding contract number nature of cargo quantity port of loading/discharging name of Government consignee expected date of readiness of each consignment etc, shold be

furnished at least six weeks in advance of the required position with a copy there of endorsed to the shipping Co-ordination Officer, Ministry of Transport, Deptt of Surface Transport (Chartering Wing) New Delhi (Cable : TRANSCART, NEW DELHI Telex: **VAHAN ND-2312, 2448 & 3104**).

**(i) SHIPMENTS FROM U.S. ATLANTIC & GULF PORTS**

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh -Ceylon and Burma Outward Freight Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment he should take up with India-Pakistan-Bangladesh-Ceylon & Burma Outward Freight Conference, 19, Rector Street; New York N. Y. 10006 U. S. A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Transport, Deptt of Surface Transport New Delhi (Cable; TRANSCART, NEW DELHI; TELEX : VAHAN ND-2312,2446 & 3104).

**(j) SHIPMENTS FROM ST. LAWRENCE AND EASTERN CANADIAN PORTS**

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

(i) The Shipping Corporation of India Ltd.

(ii) The Scindia Steam Navigation Co. Ltd.

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments he should inform the Shipping Co -ordination Officer, Ministry of Transport, Deptt. Of Surface Transport, New Delhi (cable: TRANSCART, NEW DELHI, Telex: VAHAN ND- 2312, 2448 & 3104) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

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

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability the Seller should furnish the details regarding contract number nature of cargo, quantity, port of loading/discharge, name of the Govt. consignee and expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Transport, Deptt. of Surface Transport, New Delhi (**Cable : TRANSCART, NEW DELHI : Telex: VAHAN ND-2312, 2448 & 3104**) at least six weeks in advance of the required position.

**2. BILLS OF LADING**

**(i) C.I.F./C&F/TURNKEY SHIPMENTS**

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

**SHIPPER: The C.I.f./C&F/TURNKEY SUPPLIERS** concerned

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

**(ii) F.O.R. SHIPMENTS**

The Bill of Lading should be drawn to indicate Shipper and Consignee as under:-**SHIPPER:** The F.O.R. suppliers concerned.

**CONSIGNEE:** Suppliers' Indian Agents on order.

- Note: -**
1. More over the name of the 'Purchaser' and 'Ultimate Consignee' should appear in the body of the Bills of Lading as the 'Notify Party' or as a remark.
  2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed should be forwarded to the shipping Co-ordination Officer, Ministry of Transport, Deptt. of Surface Transport, (Chartering Wing), New Delhi after the shipment of each consignment is effected.
  3. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional insurance, if any, shall be borne by the Seller.

**ANNEXURE-8**

(Please see clause, 14,1 of

'Instructions to Tenderers')

**DETAILS OF SHIPPING ARRANGEMENTS FOR LINER CARGOES IN RESPECT OF  
F.O.B./ F.A.S. CONTRACTS FOR IMPORTS**

1. Shipping arrangements will be made by the Ministry of Shipping (Chatering Wing), New Delhi (Cable: TRANSCHART : NEW DELHI; Telex : VAHAN ND-2312, 2448 & 3104), through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the seller from time to time atleast six weeks in advance of the required position for finalizing the shipping arrangements.

Area	Forwarding Agent/nominees
(a) U.K. including Northern Ireland (also Eire), the North Continent of (West Germany, Holland, Belgium France, Norway, Sweden, finland and Denmark) and ports on the Continental Sea Board of the Mediterranean (i.e. France and Western Italian ports) and also Adriatic ports.	M/s. Schenker & Co., 2000 Germany-11, PO Box No. 110320, (CABLE : SCHENKERCO HAMBURG) Telex : 217004-303 SH D 212675 Telephone No. 040/361351
(b) U.S.A. & Canada	OPT Overseas Project Transport, INC. (A Thyssen Haniel Logistic Co., 46, Sellers Street, Kearny-NJ 0702, U. S. Tel. : (201) 998-7771 Telex : 673-3586 OPT Fax. : (201) 998-7833.
(c) Japan	The First Secretary (Commercial), Embassy of India, Tokyo, Japan, (Cable INDEMBASSY TOKYO) Telex : INDEMBASSY J 24850 Telephone 262-2391
(d) Australia,Algeria,Bulgaria, Romania. Czechoslovakia, Egypt	The Shipping Corporation of India Ltd. Shipping House 229/232 Madame Cama Road, Mumbai 400 021 (Cable : SHIPINDIA Mumbai) Telex : 31 2209 SCID IN Telephone : 232666. 232785
(e) Russia	The Secretaries, Indo-Shipping Service, C/o The Shipping Corporation of India Ltd. 'Shipping House' 229/232, Madame Cama Road, Mumbi-400 021. (Cable : SHIPINDIA MUMBAI FOR SOVIND SHIP) Telex : 31-2209 SCID IN Telephone : 232666
(f) Poland	The Secretaries, Indo-polish Shipping Service, C/o The Shipping Corporation of India

- Ltd.,  
'Shipping House'  
229/232, Madame Cama Road,  
Mumbai-4000 021.  
(Cable : SHIPINDIA Mumbai FOR  
INDOPOL)  
Telex 31-2009 SCID IN  
Telephone : 23666.
- (g) Pakistan  
The Mogul-Line Ltd.,  
16, Bank Street,  
Fort, Mumbai-400 023  
(Cable : MOGUL MUMBAI)  
Telex : 011-4049 (MOGUL)  
Telephone : 252785.
- (h) Other areas not specifically  
Mentioned above  
The Shipping Co-ordination Officer,  
Ministry of Transport, Department of  
Surface  
Transport, (Chartering Wing), New Delhi.  
(Cable : TRANSCHART, NEW DELHI)  
Telex : VAHAN ND-2312, 2448 & 3104

## 2. **BILL OF LADING**

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

**SHIPPER:** The Government of INDIA.

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

3. Two non-negotiable copies of the Bill of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-operation Officer, Ministry of Transport, Department of Surface Transport, (Chartering Wing), Parivahan Bhawan, New Delhi after the shipment of each consignment is effected.
4. The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance if any shall be borne by the Seller.



**ANNEXURE-9**

(Please see clause, 14,1 of

'Instructions to Tenderers')

**PROFORMA FOR INDICATING PARTICULARS OF CARGOES FOR WHICH SHIPPING SPACE IS  
REQUIRED TO BE ARRANGED BY THE SHIPPING CO-ORDINATION AND CHARTERING  
ORGANIZATION OF THE MINISTRY OF TRANSPORT**

Item No	Name of supplier with telegraphic/Postal address	Name of Consignee with telegraphic/Postal address	Description	Qty.	Cargo availability Whether shipload or parcel, if parcels, size of parcel	Period over ?	Loading Port	Discharge Port	Nature of	Any Special Condition
1	2	3	4	5	6	7	8	9	10	11

Signature and seal of the  
Manufacturer/Tenderer

Note - This form should be filled in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the Shipping Co-ordination officer (in respect of General liner cargoes). Department of surface Transport, Ministry of Transport, New Delhi, with a copy to the Executive Director, Railway Stores, Ministry of Transport, Department of Railways, Railway Board, Rail Bhawan, New Delhi-110001, **INDIA** as soon as possible after the relevant contract is finalized.

(Please see clause, 2.3 and 6.6 of 'Instructions to the Tenderers')

**PROFORMA FOR STATEMENT OF DEVIATIONS**

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

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (Including justification)</b>
---------------	------------------	--

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

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS (Including justification)</b>
---------------	------------------	--

Signature and seal of the  
Manufacturer/Tenderer

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

(Please see clause, 21 of 'General Conditions of Contract' and clause 1.1 a of instruction to tenderer)

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE (i.e. S.D.)  
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

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

To  
**THE PRESIDENT OF INDIA,  
Acting through the FA & CAO,  
South East Central Railway,  
Bilaspur - 495 004 (C.G.) NDIA**

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.....(here in after called the Contractor) this is to certify that at the request of the Contractor. we..... Bank Ltd., are holding in trust in favour of the President of India, the amount of.....(Write the sum here in words) to indemnity 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 or 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..... Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken over satisfactory performance and fulfillment in all respects of the said contract by the Contractor. I e. till..... (viz. the date, up to 12 months 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., 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. under take 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 that Government any money so demanded notwithstanding and 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 payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. We.....Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty without affecting in any manner our obligations hereunder it 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 from time to time any of the powers exercisable by the President of India (Govt. of India) against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and We.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sureties, would but not 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.
7. BG (s) being furnished will be honoured under all conditions. Any doubt about the genuineness of stamp-paper used in BG will not render BG invalid because stamp-paper has been purchased by the vendor/contractor of *South East Central Railway, Bilaspur* namely M/S. .... for contract no. .... dated..... and , therefore, is responsible for its genuineness.

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

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

..... Bank's Common Seal

(Please see clause, 11.1 (b) of 'Instructions to Tenderers')

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

To

**THE PRESIDENT OF INDIA,**  
Acting through the FA & CAO,  
*South East Central Railway,*  
*Bilaspur - 495 004 (C.G.) NDIA*

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 "Seller") 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 100% of the value of the stores would be made provided that the Seller furnish to the Purchaser a Bank Guarantee from a recognized bank acceptable to the Purchaser for 10 per cent of the value of the said contract valid for a period covering in full the Guarantee period as per the warranty clause 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 10 percent of the value of the stores dispatched which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur any sum upto a maximum amount of..... (Rs.....) representing 10 percent of the value of the stores dispatched under the said contract in case the sellers make default in paying the said sum or make any default in performance observance or discharge of the guarantee contained in the said contract till the said date as defined in para 8 of this gurantee.
5. We ..... (Name & Address of Bank) agree that the decision of the Government whether any default has occurred or has been committed by the Sellers in the performance observance or discharge of the guarantee aforesaid shall be conclusive and binding on M/s.....
6. Government shall be at liberty from time to time to grant or allow extension of time or give other indulgence 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.....(Name & Address of Bank) 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 there to our liability under this present being absolute and unequivocal.

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

8. This bank guarantee comes into force when the balance ten percent of the value of the Stores shipped per Vessel .....vide Bill of Lading No. .... dated..... or R/R, firm's challan No.. ..... dated..... (in the case of indigenous Contracts) under the said contract, has been paid and will remain in full force and effect upto..... i.e. for..... months counted from the date of placing the stores in service and shall continue to be enforceable for further three months called the said date i.e. upto.....(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 date.
11. BG (s) being furnished will be honoured under all conditions. Any doubt about the genuineness of stamp-paper used in BG will not render BG invalid because stamp-paper has been purchased by the vendor/contractor of *South East Central Railway, Bilaspur* namely M/s. .... for contract no. .... dated..... and, therefore, is responsible for its genuineness.

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

Signature.....  
Printed

Name.....  
(Designation)

-----  
Bank's Common Seal

(Please see clause 31 of ' General conditions of contract')

**WORK TEST CERTIFICATE**

Unless otherwise indicated, Work Test Certificate for imported items should be from manufacturer  
(On the letter head of the manufacturer)

1. P.O. No.
  
2. Description & Part No.
  
3. DLW drg. and specification reference :  
(In case the same is as per manufacturer's drg. & specn. It should be mentioned)
  
4. Vendor identification marking on the components (if any) :
  
5. Product serial no details, if applicable :
  
6. Certified that the material identified above has been processed inspected & tested in accordance with requirements of the purchase order (including applicable drawings & specification and other technical conditions stipulated in the PO and amendments (if any) and conforms to the requirements there of. All the relevant records i.e. in - process inspection and testing records as well as other technical information that may be required by DLW will be retained during the warranty period.
  
7. We guarantee to replace at destination any parts where manufacturing defects in material or workmanship have been determined in line with the terms stated in the contract.

**Authorized Signatory  
(Name & designation)Suppliers Stamp**