

GOVERNMENT OF INDIA

MINISTRY OF RAILWAYS

RESEARCH DESIGNS & STANDARDS ORGANISATION

(STORES DIRECTORATE)

BID DOCUMENT

Part-I

Section-I

GENERAL INSTRUCTIONS AND GENERAL CONDITIONS

FOR

GLOBAL

SUPPLY TENDERS

(Version – 16)

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0100 GENERAL INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS FOR ELECTRONIC TENDERS

0101 For & on behalf of The President of India, the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Lucknow-226011, India (hereinafter referred to as the Purchaser), invites electronic bids from indigenous/ foreign, established and reliable manufacturers or their authorised agents for the supply as set forth in the tender documents/schedule of requirement. Electronic tenders for the supply as set forth in the Notice Inviting Tender, 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form of the electronic tender is uploaded on the Indian Railways E-Procurement System website (www.ireps.gov.in), herein after referred to as IREPS website.

102 E-Tender document consists of –

- i. **Bid document Part-I, Section-I:** General Instructions to Tenderers and General Conditions for Electronic Tenders.
- ii. **Bid document Part-I, Section-II:** Instructions to Tenderers for Global Supply Tender.
- iii. **Bid document Part-I, Section-III:** General conditions of contract for Global Supply Tender.
- iv. **Bid document Part-I, Section-IV:** Special Conditions of Tender, if any
- v. **Bid document Part-II, Section-I:** Technical Specification alongwith drawings and annexure, if any.
- vi. **Bid document Part-II, Section-II:** Special Commercial conditions, if any
- vii. NIT
- viii. 'Submit Payment Details' Form
- ix. 'Techno-commercial Offer' Form Including Attached Documents, if any
- x. 'Financial Offer' Form

0103 The contracts and the supply will be governed by General Instructions to Tenderers and General Conditions for Electronic Tenders, Instructions to Tenderers for Global Supply Tender, General conditions of contract for Global Supply Tender, Special Commercial conditions of tender, Special Conditions of Tender, if any, Technical Specification alongwith drawings.

0104 **Registration of Vendors on IREPS website:** IREPS website is maintained by CRIS. In order to participate in the electronic tenders issued by Stores Directorate of RDSO, the vendors are required to obtain 'Class-III Digital Signature Certificate with Company Name' from any Certifying Authority' licensed by Controller of Certifying authorities (CCA). The details of the certifying authorities are available on CCA website www.cca.gov.in.

The vendors will also have to get themselves registered on IREPS website (www.ireps.gov.in). Vendors can submit their login registration request on line by clicking on the New Vendors link available on Home Page of IREPS website, and after signing the same digitally using their own Digital Signature Certificate. Login registration to the web site is available on free of charge basis. The registration request, after due verification, will be accepted and Password will be sent to them to their registered e-mail account. Detailed instructions regarding registration process are available in 'Users Manual for Vendors' which can be accessed through 'Learning Centre' link available on the Home page of IREPS website. Vendors interested in participating against an electronic tender are advised in their own interest to obtain the digital signatures and get them registered on IREPS website well in advance of the tender closing date. Stores Directorate of RDSO shall not provide any assistance to the vendor in this regard, and shall not be responsible for failure of the vendor to submit their offer against any electronic tender on this account.

0105 Offers received in the electronic tender box (virtual) available in the IREPS website (www.ireps.gov.in) will only be considered against electronic tenders. **Manual offers**

delivered by post/fax or in person, or offers sent by e- mail or telex shall not be accepted against electronic tenders, even if such offers are received in time. All such offers shall be considered as invalid offers and **shall be rejected summarily**, without any consideration.

- 0106** The digital signature of the tenderer on the E-tender form will be considered as confirmation that the tenderer has read, understood and accepted all the documents referred to in Clause **0102** and **0103** above, unless specific deviation is quoted by the tenderer in the Technical deviation & Commercial Deviation templates in 'Techno-commercial Bid Details' form. Deviations quoted elsewhere in the tender form shall not be considered, and Purchaser's decision thereon shall be final and binding.
- 0107** All mandatory fields in pre -designed templates of 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form marked with asterisk (*) shall be filled in by the tenderer.
- 0108** The stores offered should be in accordance with stipulated drawings and specifications as given in the 'Techno Commercial Bid Details' form and 'Financial Rate Page for Supply' form and attachments attached with the electronic tender.
- 0109** **Condition Regarding Financial Offer:** Any financial element indicated in the remarks column of “Financial Rate Page” or elsewhere other than the specified place will not be taken into consideration for ranking/evaluation and will be summarily ignored. Tenderers are therefore advised not to enter any financial element in the remarks column of “Financial Rate Page”.
- 0110** Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the tender schedule. Any deviation in this aspect shall render the offer to be summarily rejected as the comparative statement is generated by the system and such offers may not be comparable.
- 0111** Tenderers are advised to confirm "Compliance to special conditions of tender/ Checklist" in the template Special Conditions/Checklist for Bidders on 'Techno Commercial Bid Details' form by putting a tick mark in the check box provided against each Special Condition/Checklist, and in case of a "No" must furnish reason for non-compliance with that Special Condition/Checklist in the remark entry box provided therein. Tenderers may note that non- compliance to the Special Conditions/Checklist, without stating valid reasons in the relevant remark entry box may render the offer liable to be ignored.
- 0112** **Pre-Bid conference**
- (i) A pre-bid conference (if specified in NIT), may be held between the prospective bidders and the representatives of RDSO for discussing any issue(s), which might need clarifications, at time and date as mentioned in tender notice in the office of “Executive Director Stores, RDSO, Manak Nagar, Lucknow-226011, India.”
 - (ii) The Bidders, in their own interest, should attend the said conference without waiting for any communication from this organization.
 - (iii) Bidders are requested to send their queries On-line through IREPS website, by post to ‘Executive Director Stores, RDSO, Manak Nagar Lucknow-226011 India, by fax at No. 91-522-2451728 or by e-mail at ID: **edstoresrdso@gmail.com**, 10 days before the date of pre–bid conference or as specified in special conditions of tender.
 - (iv) RDSO accepts no liability for non-delivery of the queries/letters/FAX/e-mail to the concerned officer mentioned above. Queries received less than 10 days from the date of pre-bid conference may not be included for the discussions during the pre-bid conference.

- (v) Executive Director Stores, RDSO may, at his discretion, change the date and venue of the pre-bid conference. In such an event, the detail shall be notified at IREPS website. The information will also be made available on RDSO website.

0113 SUBMISSION OF BIDS IN TENDERS UNDER 'TWO PACKET SYSTEM'

The e-bids, in tenders floated with 'Two Packet System' should be uploaded at www.ireps.gov.in before the time and date specified for the same. Complete bid and all the details required as per mandatory requirements as per tender, are to be uploaded on the IREPS site. Foreign bidders must note that original copy of Bid guarantee (EMD) must reach this office within the specified time of bid submission/opening on bid opening date.

Packet I :- It shall contain Technical bid consisting of Technical proposal of the offer alongwith other relevant details as per tender.

Packet-II:- It shall contain the 'Financial Bid'.

The technical bids shall be opened first on the prescribed tender opening date. After the technical evaluation of the offers, the financial bids of all the technically suitable bidders will be opened on specified date and time, on IREPS.

0200 SPECIFICATIONS - Specifications other than those issued by R.D.S.O. and indicated in Bid Documents Part-II Section-I may be obtained on payment from the following:

- (i) Indian Railway Standard Specification from
- (a) The Department of Publication, Civil Lines, Delhi-110054, India.
 - (b) Office of the High Commission of India, Publication Branch, India House, Aldwych London-WC2B 4NA
- (ii) Indian Standards Specifications from The Director General, Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110 001, India.
- (iii) Specifications issued by RDSO is available on RDSO website (<http://www.rds.indianrailways.gov.in>)

However, the responsibility to get specification lies with the prospective bidder.

0201 COMPLIANCE WITH TECHNICAL SPECIFICATION

- A.** The Stores offered should be in accordance with specification and drawings stipulated in Techno Commercial Offer Form (TCO).The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications.
- B.** Wherever, clause by clause compliance of technical specification, is required to be submitted by the tenderers, the tenderer shall, for this purpose, upload a separate statement of clause by clause compliance of technical specification (**Annexure-III**) duly filled in alongwith the e-offer.
- C.** Tenderers may please note that no deviation against "Major" Parameters of technical specifications shall be acceptable, if defined in the tender document/NIT. However deviations against minor parameters of technical specifications may be accepted. If no major/minor parameters are defined, no technical deviation shall be acceptable. Decision of RDSO will be final in this regard.
- D.** **Condition regarding Techno-Commercial Deviations** - Technical and Commercial Deviations (if any) can be entered by the tenderers, only at appropriate place prescribed for entering Technical and Commercial Deviations, in "Techno-commercial

offer” form. Copies of the alternative specification offered, if any, may be attached along with the offer. Whenever the tenderer deviates from the provisions of a clause/ sub-clause, he shall furnish his detailed justification for the same in the ‘Remarks’ column. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

- E.** If the tenderer shall have any doubt as to the meaning of any portion or the conditions or of the specifications, drawings or plans, he shall contact the Purchaser in writing at the purchaser’s address specified in Bid Invitation/tender document and such request should be received not later than two weeks prior to the date for tender opening. Tenderers are advised to see RDSO website for latest revision/ corrigendum of RDSO specification before opening of tender.
- F.** Tenderers may note that Commercial Deviations mentioned in attachments shall not be considered.

0300 DOCUMENTS TO BE UPLOADED BY TENDERERS ON IREPS

0301 The tenderer shall provide and upload satisfactory evidence acceptable to the Purchaser to show that –

- (a) He is a manufacturer or duly authorized by manufacturer, who regularly manufactures the item(s) offered and has adequate technical knowledge and practical experience; or his authorized agent (**Annexure-IV**).
- (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 recognised bank or a financial institution.
- (c) He has adequate plant and manufacturing capacity to manufacture and supply the item(s) offered within the delivery schedule indicated 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.
- (e) Tenderers must clearly indicate whether they are registered with any of the Railways for supplying the quoted item, and if so, he must enclose a copy of valid registration certificate.

0302 For purposes of Clause 0301, the tenderers should additionally upload:

- (a) A performance statement as per Annexure-I to be uploaded, giving a list of major supplies effected in last 3 years of the item(s) 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 by him or his principal as per Annexure-II to be uploaded.

0303 Tenderer not uploading the requisite information may note that his bid is liable to be ignored.

0304 In addition to the above, further information regarding his capacity/ capability, as required by bid document and any further information, if required by the Purchaser shall be promptly furnished by the tenderer.

0305 ***No Post tender correspondence for submission of additional documents shall be entered into/entertained after opening of Technical and/or Commercial offers. Even***

suo-moto post tender opening additional documents submitted by tenderers shall be treated as Null & Void.

0400 EARNEST MONEY (EMD)

Tenderers are advised to refer also **Para 0300 of INSTRUCTIONS TO TENDERERS FOR GLOBAL SUPPLY TENDERS (Bid Document Part-I Section-II)** regarding further EMD details.

0401 Tenderers are required to deposit Earnest Money equivalent to the amount mentioned in the tender document.

0402 Deleted.

0403 Deleted

0404 Deleted

0405 The Earnest Money shall remain deposited with the Purchaser for validity period of the offer plus 45 days, from the date of opening of tender.

0406 No interest will be payable by the Purchaser on the Earnest Money.

0407 The Earnest Money deposited by the tenderer is liable to be forfeited, if the tenderer withdraws or amends or impairs or derogates from the bid in any respect within the period of validity of the bid.

0408 The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required, is furnished by the tenderer.

0409 Deleted.

0410 The Earnest Money of the unsuccessful tenderers will be returned by the purchaser.

0500 SECURITY DEPOSIT (Contract Performance Guarantee Bond)

0501 Deleted

0502 On the performance and completion of the contract in all respects the Performance Guarantee Bond will be returned to the contractor without any interest.

0503 In case of default of supplier to execute the contract successfully, the Security deposit shall be forfeited and risk purchase may not be initiated.

Wherever SD is not taken, risk purchase may be made as per extant guidelines. However, the bad performance of the firm will be noted for future purchases.

0504 The Contract Performance Guarantee Bond executed in India shall be in accordance with the Indian Stamp Act, as amended from time to time, for adequacy of the Stamp Duty.

0600 SUBMISSION OF ELECTRONIC BIDS/OFFERS

0601 The tenderers may submit online electronic offers on IREPS website at the address www.ireps.gov.in, after logging into the website using their login ID, Password and Digital Signature.

- 0602** **Techno-Commercial Bid details:** tenderer should fill the details required in the forms provided by IREPS system and upload necessary documents.
- 0603** Tenderers should show discount in the “Financial Rate Page” only, instead of anywhere else in the offer, as the comparative statement is generated by the system. Discounts not shown at designated place **will be summarily ignored** for assigning inter-se ranking of offers. Discounts with conditions attached to early payment, Quantity, Inspection agency, early Receipt notes etc., will be ignored for calculating inter-se position by the system. However, Railways may avail these discounts, if otherwise, firm’s offer is found to be acceptable.
- 0604** Tenderers may note that the IREPS software is continuously being upgraded and the user interface may be subject to changes. Tenderers are advised to keep themselves updated with the latest changes. No claim shall be entertained from a tenderer, on account of non-familiarity with the IREPS website.
- 0605** The electronic offers shall be digitally signed by the tenderer. To ensure confidentiality and security, the offers will be auto encrypted using highest level of digital security before transmission on internet channels. Such electronic offers are received in a time locked electronic tender box, where they remain encrypted till opening of the tender, after stipulated due date/time.
- 0606** Every online valid bid submitted duly digitally signed and received before closing date & time of tender shall be acknowledged by the system and HTML receipt will be generated indicating bid ID as well as date and time of receipt of the bid.
- 0607** **Revised bids:** Tenderers can revise their techno-commercial bid and/or financial bid anytime before the stipulated closing date and time of tender and in such case, the last revised offer submitted at a later time and date shall be considered as the valid offer, superseding all the previously submitted offers for that item/items of the tender.
- 0608** The tenders are uploaded in IREPS website well in advance of closing time to give sufficient time to the tenderers to participate in the tender. **Tenderers are advised in their own interest to submit their offers well in advance before the tender closing time. RDSO shall not be responsible for non-participation of vendors due to any technical problems such as network connectivity etc. on the tender opening day.**
- 0609** Tenderers shall not be required to be present in the Railways office for any E-Tender opening process. They can obtain totally transparent bid tabulation statement by logging on to the website after the tender has been opened electronically after due date and time.
- 0610** In open/advertised tenders, all the participating vendors who have submitted valid electronic offers can view their own offer details as well as the tender tabulation statement, on IREPS website, after tender opening.
- 0700** **EVAUATION CRITERIA & RATE, TAXES AND DUTIES**
- 0701** Tenderers are required to carefully see the “Evaluation criteria” mentioned in the tender.
- 0702** Tenderer must fill and submit the Financial Offer Form i.e. Rate form, as available with E-tender. Tenderer’s attention is also drawn towards Para 0109 regarding filling in financial elements.
- 0703** The inter-se ranking of firms (financial tabulation statement), after opening of tender, shall be generated by system, based on the evaluation criteria of tender and the financial offers submitted by firms.
- 0704** Deleted.

0705 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, where the tenderer intends to insure the goods, the insurance charges should be clearly indicated separately in the break-up. The ultimate consignee, will advise the tenderer within 30 days of the arrival of goods at the destination, any loss/damage, etc., of goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and on insurer and pursue the same.

0706 Goods and Services Tax (GST):

- (i) Tenderers will examine the various provisions of The Central Goods and Services Tax Act, 2017 (CGST)/Integrated goods and Services Tax Act, 2017(IGST)/Union Territory Goods and Services Tax Act, 2017(UTGST)/ respective state's State Goods and Services Tax Act (SGST) also, as notified by Central/State Govt & as amended from time to time and applicable taxes before bidding.
- (ii) Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
- (iii) All the bidders / tenders should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law. In case a tenderer quotes GST rate other than the applicable GST rate for the tendered item, the inter-se ranking shall be considered as per quoted GST rate in the offers , and,
 - a) if the quoted GST rate is less than the applicable GST rate, the contract will be placed at quoted GST rate. The shortfall in GST shall be borne by the tenderer.
 - b) if the quoted GST rate is higher than the applicable GST rate, the contract will be placed at applicable GST rate.
- (iv) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to Railway at time of submission of Bid or immediately after award of contract or at time of submission of bill, without which no payment shall be released to the contractor. Such contractor shall be responsible for deposition of applicable GST to the concerned authority.
- (v) The un-registered bidders (tenderer not liable to be registered under CGST/IGST/UTGST/SGST Act) will quote their rates inclusive of GST as applicable for the relevant category of goods/services. Railway shall deduct the applicable GST, from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned authority. The decision of Railways regarding the applicable rate of GST shall be final and binding.
- (vi) The successful contractor shall be required to furnish following details for claiming payment from Railways.
 - a. Name, address and GST Identification Number (GSTIN) of the supplier for each state.
 - b. Date of issue of the invoice,
 - c. Name, address and GSTIN, of the recipient (IR)
 - d. Address of the delivery,
 - e. HSN code (for goods) or Accounting Code of service,
 - f. Description of goods or services along with Contract Reference No. and/ or Bill No.
 - g. Quantity and unit,
 - h. Total value of Supply of goods and/or services,
 - i. Taxable value of supply of goods and/or services taking into account discount or abatement, if any,
 - j. Rate of tax (Central GST, State GST, Inter Sate GST, Union Territory GST or cess),
 - k. Amount of tax charged in respect of taxable goods or services (CGST,SGST, IGST, UTGST or cess),

- l. Place of supply along with along the name of Sate (in case of a supply in the course of inter-State trade or Commerce),
- m. Whether the tax payable on reverse charge basis. This field must separately be identified as the recipient of services/Goods supplied is liable to pay taxes without adjustments. Credit can be claimed later on. (This list is already in public domain).
- n. Signature or digital signature of the supplier or his authorized representative.

0707 STATUTORY VARIATIONS

Any statutory variation in existing Govt. Taxes/duties or imposition of new Taxes/duties is liable to be admissible, within the original delivery period only subject to production of documentary evidence and Govt. notifications.

0800 DELIVERY TIME SCHEDULE

0801 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of item(s) offered.

0802 The time and the date specified in the contract for the delivery of the stores and equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to Clauses regarding liquidated damages and default in the Instruction to Tenderers and General Conditions and IRS Conditions of Contract by which the contract shall be governed.

0803 **The delivery period shall be reckoned from the date of issue of Advance PO/Letter of Advance Acceptance/Letter of Acceptance.**

0804 Liquidated Damage on delayed supply –

Recovery of liquidated damage (LD) shall be levied **0.5% (half percent) of the price of the stores per week** or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% of the value of contract irrespective of the delays, unless otherwise provided specifically in the contract.

0900 WARRANTY

0901 The Contractors shall warrant that everything to be furnished to the purchaser under this contract shall be of the highest grade, free of all defects and faults in design, material, workmanship and manufacture, and shall be consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

0902 The contractor, if asked, shall furnish a Warranty Guarantee Bond in the proforma attached (Annexure-VI) from a Nationalized Indian Bank or Scheduled Commercial Bank in India before claiming balance payment within the period specified in the contract for an amount equivalent to 10% or as specified, of the value of the contract. This Bond shall be valid for a period equal to warranty period + 90 days.

0903 **Handling of rejection of pre-inspected item and warranty rejections:-** The methodology of handling rejections are dealt with below:-

- (A) Two kinds of rejection occur in case of pre-inspected supplies made by vendors.
 - I. Pre-inspected material rejected by consignee at the time of receipt
 - II. Material rejected in warranty.

The methodology of handling these rejections are dealt with below:

- (i) In case of rejection of **pre-inspected goods and warranty rejections** at consignee end, the material rejection advice/rejection memo should be sent by consignee to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract etc. without fail.

- (ii) **Financial recovery:** In case payment has been made to the firm for the material, the concerned paying authority as per contract, shall note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.
- (iii) If the firm desires to have joint inspection, joint inspection of rejected material will be held with pre-inspecting agency and the firm. In case of failure of either of the two parties to associate with joint inspection, the joint inspection should be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party(ies) attend joint inspection or not, the modality of joint inspection etc will have to be completed within **21 days** of communication of rejection advice to the supplier (in line with IRS Conditions of Contract clause 703). In cases of rejection of imported material and warrantee rejection, the time limit will be **45 days**.
- (iv) Firm may be permitted to collect the rejected goods only after the firm has deposited the payments already made by Railway (if any) to the firm or equivalent amount has been recovered for this purpose.
- (v) In case of **replacement supply** against the rejected goods, the same should be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS Conditions of Contract clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.
- (vi) However, in case of component level rejection in an pre-inspected item (which is an assembly) the replacement supply of that component can be accepted based on firm's internal inspection certificate/guarantee certificate and final inspection by consignee.

- (B) Warranty quantity replacement:-** The warranty quantity replacement will be accounted under warranty R-note by the officer (which raised the warranty claim).

Financial recovery (if any made) against the warranty failure will be refunded to the firm on warranty quantity replacement.

- (C) Inspection of the replacement supply against warranty rejection:**

- (i) For cases of replacement supply against warranty failure, the replacement supply should normally be inspected by the same inspection agency which inspected and passed original supply. Thus any change in inspecting authority for the warranty replacement will necessitate a formal amendment in contract.
- (ii) However in case the warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee Certificate/internal inspection certificate and consignee's final inspection.

- (D) Place of warranty replacement -** For warranty replacement, in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be the depot which received the original supply. In case depot is not available/closed, the place of warranty replacement may be the end-user's place as indicated in warrantee claim notice to the firm.

- (E)** At the option of the depot officer/end-user, rectification of the material rejected may be permitted within railway premises by the firm only after the firm has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose. However, from the date of communication of rejection advice, the rectification activity has to be completed within 21/45 days for indigenous/imported material respectively. If more time is taken beyond this, applicable ground rent will be levied on the firm.

1000 LOCAL CONDITIONS

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 on the cost of the stores. In his own interest, the tenderer should familiarize himself with The Income Tax Act, 1961, The Companies (amendment) Acts, 2002, The Customs Act, 1962 and other related Laws in force in India and UP. 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 bid is accepted by the Purchaser.

1100 TIME PREFERENCE CLAUSE

It should be noted that if a contract is placed on a tenderer with higher price as a result of invitation of tender, in preference to a lower acceptable offered price, in consideration of offer of earlier delivery, the contractor will be liable to pay the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price i.e. ultimate destination including GST, all elements of freight and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified in tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.

1200 ENSURING LEGAL APPLICABILITY OF LAWS /RULES

All tenderers will be responsible for the legality of the offer and ensuring the implementations of various acts/laws as prevalent in India. Any tax/duty/levy, if not specifically mentioned in offer and contract would be borne by the firm.

1300 Deleted.

1400 POLICY ON MICRO AND SMALL ENTERPRISES (MSE)

In pursuance of the Public Procurement Policy on MSE, it has been decided that:-

- A.** Tender sets shall be provided free of cost to MSEs registered with the agencies mentioned below for the **item tendered**. MSEs registered with the agencies mentioned below for the **item tendered** will be exempted from payment of earnest money in tenders. Participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in situation where L1 price is from someone other than a MSE and such MSEs can be together ordered at least 25% of the total procurement value. 4% of procurement of goods and services will be from MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) entrepreneurs and 3% from woman owned MSEs, within the above mentioned 25% reservation for MSEs.

In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L1 price, sub-target of procurement earmarked from MSEs owned by SC/ST/ Woman entrepreneurs shall be met from other MSEs.

- B (I)** MSE who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below-
- (i) District Industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small industries Corporation
 - (vi) Directorate of handicraft and handloom.
 - (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME).
- C** (i) In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises order 2012, the condition of prior turnover and prior experience with respect to Micro and Small Enterprises in all Public Procurement may be relaxed subject to meeting of quality and technical specifications.

(ii) Prior turnover and prior experience in Public Procurement to all Start-ups(whether Micro & Small Enterprises(MSEs) or otherwise) may be relaxed, subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR 2005.

(iii) However, there may be circumstances (like procurement of items related to Public safety, health, critical security, Operation and equipments etc.) where procuring entitles may prefer the vendors to have prior experience rather than giving orders to new entitles. For such procurement, wherever adequate justification exists, the procuring entitles may not relax the criteria of prior experience/turnover for the Start-ups.

1401 Purchase Preference to Make in India Policy:-

(A) Definitions for the purposes of Purchase Preference-

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (Excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

‘Class-I local supplier’ means a supplier of service provider; whose goods, services of works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under this Order **{Please refer Para 1401(E)(ii)}** .

‘Class-II local supplier’ means a supplier or service provider, whose goods services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than prescribed for ‘Class-I local supplier’ under this Order **{Please refer Para 1401(E)(ii)}** .

‘Non- Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under this Order.

‘L1’ means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “class-I local supplier” may be above the L1 for the purpose of purchase preference.

‘Nodal Ministry’ means the ministry or Department identified pursuant to the order of Make in India Policy in respect of particular item of goods of services of works.

‘Procuring entity’ means a Ministry or department of attached or subordinate office of or autonomous body controlled by, the Government of Indian and includes Government companies as defined in the Companies Act.

‘Work’ means all works as per Rule 130 of GFR-2017 and will also include *‘turnkey works’* .

(B) Eligibility of Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement:-

- (a) In procurement of all goods, services or works where there is sufficient local capacity and local competition, only '**Class-I local supplier**', shall be eligible to bid irrespective of purchase value.
- (b) Only '**Class-I local supplier**' and '**Class-II local supplier**' shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquires, '**Non-local suppliers**,' shall also be eligible to bid along with '**Class-I local suppliers**' and '**Class-II local suppliers**'. In procurement of all goods, services or works, not covered by sub-para **1401(B)(a)** above, and with estimated value of purchases less than **Rs. 200 Crore**, in accordance with Rule 161 (iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of Competent Authority.
- (c) For the purpose of this, Works includes Engineering, Procurement and Construction (EPC) contracts and services include System integrator (SI) contracts.

(C) Requirement of Purchase Preference:

Purchase Preference shall be given to '**Class-I Local Supplier**' in procurements undertaken by procuring entities in the manner specified here under:-

- (a) In the procurements of goods or works, which are covered by paragraph **1401 (B) (b) above** and which are divisible in nature, the '**Class-I local supplier**' shall get purchase preference over '**Class-II local supplier**' as well as '**Non-local supplier**' as per the following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as **L1**. If **L1** is from a '**Class-I local supplier**', the contract for full quantity will be awarded to **L1**.
 - ii. If **L1** bid is not from a '**Class-I local supplier**', 50% of the order quantity shall be awarded to **L1**. Thereafter, the lowest bidder among the '**Class-I local supplier**', will be invited to match the **L1** price for the remaining 50% quantity subject to the **Class-I local supplier's** quoted price falling within the **margin of purchase preference**, and contract for that quantity shall be awarded to such '**Class-I local supplier**' subject to matching the **L1** price. In case such lowest eligible '**Class-I local supplier**' fails to match the **L1** price or accepts less than the offered quantity, the next higher '**Class-I local supplier**' within the margin of purchase preference shall be invited to match the **L1** price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on '**Class-I local supplier**', then such balance quantity may also be ordered on the **L1** bidder.
- (b) In procurements of goods or works, which are covered by sub-paragraph **1401(B)(b)** above, and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the '**Class-I local supplier**' shall get purchase preference over '**Class-II local supplier**' as well as '**Non-local supplier**' as per the following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as **L1**. If **L1** is from a '**Class-I local supplier**', the contract will be awarded to **L1**.

- ii. If L1 is not from a '**Class-I local supplier**', the lowest bidder among the '**Class-I local supplier**', will be invited to match the **L1 price** subject to **Class-I local supplier's** quoted price falling within the margin of purchase preference, and the contract shall be awarded to such '**Class-I local supplier**' subject to matching the L1 price.
 - iii. In case such lowest eligible '**Class-I local supplier**' fails to match the L1 price, the '**Class-I local supplier**' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the '**Class-I local supplier**' within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- (c) '**Class-II local supplier**' will not get purchase preference in any procurement, undertaken by procuring entities.

(D) Applicability in tenders where contract is to be awarded to multiple bidders:-

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier', shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- (i) In case there is sufficient local capacity and competition for the item to be procured, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract should be all and only 'Class I Local suppliers'.
- (ii) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- (iii) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the Tender/bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, Purchase Preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- (iv) First purchase preference has to be given to the lowest quoting 'Class-I local supplier' whose quoted rates fall within 20% margin of purchase preference, Subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity than can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference , and so on.

- (v) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

(E) (i) Exemption of small purchases:

Notwithstanding anything contained in paragraph **1401 (B) & (C)**, procurements where the estimated value to be procured is less than Rs. 5 Lakhs shall be exempt from this Order.

(ii) Minimum local content:

The 'local content' requirement to categorize a supplier as Class-I local supplier' is **minimum 50%**. For Class-II local supplier', the 'local content' requirement is **minimum 20%**. Nodal Ministry Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

(iii) Margin of Purchase Preference: The margin of purchase preference shall be 20%.

(iv) Verification of local content:

- a. The '**Class-I local supplier**'/ '**Class-II local supplier**' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for '**Class-I local supplier**'/ '**Class-II local supplier**' as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 Crores, the '**Class-I local supplier**'/ '**Class-II local supplier**' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- e. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which

it comes to the notice of other procurement entities, information for which will be published on website of Railways or Central Procurement Portal (CPMP) or Government e-Marketplace (GeM).

(F) Reciprocity Clause :-

- (i) When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities for appropriate reciprocal action.
- (ii) Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/Department permitting their participation.
- (iii) The term 'entity' of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

(G) Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017:-

- (I) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified in **Annexure-XII**.
- (II) "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'Service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- (III) Bidder from a country which shares a land border with India" for the purpose of this Order means :-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or

- e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- (IV) "Beneficial owner" for the purpose of **paragraph (III)** above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
Explanation—
 - a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (V) "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- (VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- (VII) Bidder must submit the following certificate as per **Annexure-XIII** along with bid in the tender for compliance of OM of DoE (Ministry of Finance) dated 23.07.2020 which is re-iterated below:

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

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Non-submission of this Certificate shall lead to summarily rejection of offer.

(VIII) Validity of registration by Competent Authority:

In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance placement of order, registration shall not be a relevant consideration during contract execution.

- (IX) Notwithstanding above, the terms & conditions mentioned in **Clause 1401 (G) above** will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

1500 ITEMS RESERVED FOR MSEs/KVIC/ACASH etc.

- (a) If and as mentioned in the eligibility criterion in tender for the item(s) which are reserved for procurement from MSEs or Khadi Village Industries Corporation (KVIC)/ACASH etc., the purchaser reserves the right to procure entire quantity from such vendors for that item. MSE who are interested in availing themselves of these benefits will enclose with their offer Udyog Aadhaar Memorandum (UAM) issued by Ministry of Micro, Small and Medium Enterprises (MSME), failing which the offer is liable to be ignored.
- (b) In case no suitable offer is received from such vendors for this item, Railway reserves the right to procure these item(s) from other firms.

1600 EFFECT AND VALIDITY OF BID

1601 Validity required for bids is indicated in NIT. Firms are advised to keep their offer valid till the date specified in NIT in their own interest.

1602 Bids shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the bids are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. Purchaser may obtain clarifications on the bids by requesting for such information, from any or all the tenderers, in writing, as may be considered necessary. Tenderers will not be permitted to change the substance of their bids, after the bids have been opened.

1700 TERMS OF DELIVERY

- (a) Mode of dispatch should be preferably by road / personal courier service, directly to the respective consignee. For such mode of despatch, the date of receipt of material by consignee will be taken as date of delivery.
- (b) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier in terms of IRS conditions.

1800 ACCEPTANCE OF THE TENDER

- (a) The purchaser is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted. The rates quoted by the tenderers for the full quantity would be taken as valid even for part quantity.
- (b) Wherever necessary by the purchaser, the quantity to be ordered can be split by the purchaser amongst two or more sources for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms, in fair, transparent and equitable manner.
- (c) Acceptance of bid may be communicated by **e-acceptance through IREPS/e-mail/Speed post/Registered post/FAX** & such acceptance of bid shall be deemed to conclude the contract.

1900 MARKING OF MATERIAL

The tenderer should agree to indicate the Manufacturers Name, Month and Year of manufacturing by casting/ stamping/ etching/ embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/ material. However, if the same is not possible because of component/ item being small in size or any other reason what so ever, tenderer should indicate the same in their offer.

2000 POWERS OF INSPECTING OFFICER

In addition to carry out inspections as per specifications and conditions of contract, Inspector shall have the right to mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted for inspection. The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.

2100 PAYMENT THROUGH ECS/NEFT

- (a) The tenderer should give consent in a mandate form for receipt of payment through ECS / NEFT (Annexure-VII) by attaching scanned copy of the same in PDF format in the template Attach Documents on 'Techno Commercial Bid Details' form.
- (b) Tenderer should 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 & Branch Code as appearing on MICR cheque issued by bank.
- (c) Tenderer should attach certificate from their bank certifying the correctness of all above-mentioned information.

- (d) In case of non-payment through ECS/ NEFT or where ECS / NEFT facility is not available; payment may be released through cheque, depending upon merit. However, payment through ECS/NEFT is preferable.
- (e) The successful contractor shall be required to furnish details mentioned in Para 0703 above, for claiming payment from Railways.
- (f) **View Bills' Status:** Vendors can view status of their bill for Payment submitted to Indian Railways on IREPS website. The status can be viewed by clicking on View Bills Status link on their Bidder Home page. Bills status can be viewed only after mapping of IREPS account with the party code allotted by Accounts department. Mapping can be done by clicking on Map Accounts Deptt. Party Code link on the Bidder Home page.

2200 FAILURE & TERMINATION

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights may take action as per IRS conditions of Contract.

The Purchaser may cancel the contract or portion thereof and forfeit the security deposit (in cases where SD has been taken from the contractor) OR may impose **Penalty @10%** of outstanding value of contract (in cases where SD has not been taken from the contractor).

2300 SPECIAL CONDITIONS

Special conditions mentioned in tender documents, if any, separately or with technical specifications, if any, will prevail in case they differ from Instructions to Tenderers for Electronic Tenders and General Conditions of Tenders and IRS Conditions of Contract.

2400 SAFETY MEASURES

- 2401** The Contractor should take all precautionary measures to ensure the protection of his own personnel moving about or working on the railway premises, and should conform to the rules and regulations of the Railway as well as to relevant labour laws of Government in force.
- 2402** The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representative, agents or sub-contractor or workmen.
- 2403** The Contractor should ensure that unauthorised, careless or inadvertent operations of installed equipment, which may result in accident to staff and/or damage to equipment, do not occur.
- 2404** The Contractor should keep the Purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury; sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the workman's compensation act or the fatal accidents act or any other statute in force from time to time.

2500 CRITERIA FOR SPLITTING OF TENDER QUANTITY

1.1 In case of no prior decision to split the order

- 1.1.1 The tendered quantity may be distributed among other bidders also, if after due processing, it is discovered that the quantity to be ordered is more than what L-1

alone is capable of supplying and there was no prior decision to split the quantities. The quantity being finally ordered will be distributed among the other bidders in a manner that will be fair, transparent and equitable. The manner of splitting will take specific note of the following parameters:-

- (i) Past Performance of bidders
- (ii) Capacity of bidders
- (iii) Delivery requirements in the tender
- (iv) Quantity under procurement
- (v) Vital/safety nature of the items

1.1.2 In the absence of any differentiation on the above parameters, the manner of splitting will be based on the stipulation given in para 1.2.2 below.

b) In case of pre-decided split ordering (splitting of tender quantity specifically mentioned in special conditions of tender) -

1.2.1 Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items.

1.2.2 Following provisions {1.2.2 (A) to 1.4} shall be applicable in all such cases of pre-decided split ordering:-

- (A) The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenders will be the right of the Purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc.
- (B) Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity- cum- capability, satisfactory past performance of the tenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc. being same/similar) in the manner detailed in the table below:

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

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

- (i) When no price negotiation has been called for, the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per se reasonable.
- (ii) When price negotiation has been called for, the reference L1 rate for assessment of ratio will be the original rate of L1 firm (suitable for bulk quantity) - say firm "A" – as obtained at the time of tender opening.

- B(I) If splitting of quantity is required to be done by ordering on tenders higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the model as indicated in the above para.
- B(II) There could be situation when between the lowest firm considered suitable for bulk qty (L1 firm "A") and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for part quantity. For example, say L1 firm "A" is part-I firm, L4 is part-I firm (and both considered suitable for bulk quantity order) and splitting is to be done between who are suitable for part quantity. In such cases, L1 should be given its proportion based on its rate differential with respect to L4, (say by this, L1 gets 65% of NPQ). The balance quantity (say 35% of NPQ) is to be distributed among other firms. The balance quantity is to be distributed as follows:
- (a) Allocate the Part II L2 and Pt. II L3 within the overall ceiling of 15%/25% (of 35% of NPQ).
 - (b) Allocate the balance quantity to L4 firm.
- 1.2.3 In case of pre-decided splitting, the purchaser may decide not to split the ordered quantity on the merit of individual case.
- 1.3 For cases where the Rlys/PUs had entered into ToT/JV agreements, the following clause should be stipulated as tender conditions:
- As the Rly has entered into ToT/JV agreement with..... no. of firms, they reserves the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 2.2.2 (B) shall apply with the exception that the aspect of 'per-se reasonability' will not be applicable.
- 1.4 In the case of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will taken 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 that would ensure timely supply of material in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principles of Natural Justice and Equity.
- 1.5
- (i) If splitting of quantity is required to be done by ordering on tenderers higher than the L-2 tenderer, then the qty. distribution proportion amongst the tenderers will be decided by transparent / logical /equity based extrapolation of the model as indicated in Para 1.2.2 (B) above.
 - (ii) Once the rate of L-1 firm (whether original, negotiated or counter offered and subsequently accepted) is reasonable, the purchaser may (in case of splitting of quantities) simultaneously counter offer to L-2, L-3 etc (whose rates are not per-se reasonable), the rate of L1 firm. Such counter offer(s) to L2, L3 will not be deemed to be negotiation. In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio / proportion.

2600 CARTEL FORMATION

- (a) The Tenderers are expected to quote most competitive prices freely.
- (b) Wherever all or most of the approved firms quote equal rates and cartel formation

is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof. The selection of one or more firms may be on the basis of past performance records, capability, capacity, quality performance, after sales service response etc subject to rates being considered reasonable.

- (c) Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.
- (d) The firms who quote in cartel are warned that their names may be deleted from list of approved sources.
- (e) Wherever there is suspected Cartel formation from approved sources, the Railways reserves the right to place orders on new sources

2700 **SECRECY**

- (a) 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.
- (b) Any information obtained in the course of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- (c) Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the contractor in accordance with the 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 as to such price shall be final and binding on the Contractor.

2800 **FORCE MAJEURE**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, revolutions, 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 a week from the commencement thereof; notify the same in writing to the Purchaser with reasonable evidence thereof. However, it should not be used by a party to escape liability for bad performance.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within fourteen (14) days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding ninety days, either party may by giving 14 days' notice to the contractor in writing, at its option terminate the contract without any financial repercussion on either side. In case of such termination, no damage 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.

Purchaser will also be entitle to take recourse under Force Majeure should such conditions arise.

2900 COST OF TEST & RE-INSPECTION CHARGES

In addition to clause 1304 of IRS conditions of contract, the following re-Inspection charges will require to be paid by the contractor to the inspecting agency –

(i) Failure to offer material for inspection

Inspection charges
(a) Before the visit of Inspecting Engineer (IE): 50% of inspection charges upto maximum Rs.11000.
(b) After visit of Inspecting Engineer: twice the charge payable in 'a' above.

(ii) Material is re-inspected due to rejection of material at firm’s premises OR due to non-dispatch

Inspection Charges
100% inspection charge + actual test charge

(iii) Wherever testing is required to be done by the inspecting agency (e.g. RITES) outside the manufacturer’s premise (as per clause 1303 & 1304 of IRS conditions of contract) all testing will be done by inspecting agency (e.g. RITES) either in its own laboratory/laboratories approved by it or in NABL accredited laboratory.

(iv) Further, parts & fittings of rolling stock except raw materials, which have been found rejected during inspection and which could not be rectified, are required to be defaced by inspecting authority to avoid recycling of such rejected materials and to avoid ultimate failure of assets. All such rejected materials of rolling stock should be mechanically defaced to prevent sale to Railways again.

3000 PREFERENCE TO DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS

Purchaser reserves the right for providing preference to domestically manufactured electronic products in terms of Department of Electronics and Information Technology (DeitY) Notification No. 33(3)/2013-1/PHW dated 23.12.2013 read with further Notifications issued from time to time. The Electronic products for which preference will be provided to domestic manufacturers shall be the products notified by Department of Electronics and Information Technology (DeitY) and Department of Telecommunications (DOT). As such, wherever purchase preference for the electronic products is to be given or applicable, the same will be specifically mentioned in Special conditions of tender and the guidelines issued by the Government of India in the said notification will be a part of the tender documents.

3100 Negotiations:- When conducting negotiations, the firm(s) will be informed about the parameter(s) of the original offer on which revision(s) of original offer is/are solicited and his signature taken in token thereof. In the negotiated offer, any variation by the firm(s) on such aspect(s) of offer on which revision was not solicited during negotiations, will render the negotiated offer unfit for consideration.

3200 JURISDICTION OF COURTS

The courts at Lucknow (UP) shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

GOVERNMENT OF INDIA

MINISTRY OF RAILWAYS

RESEARCH DESIGNS & STANDARDS ORGANISATION

(STORES DIRECTORATE)

BID DOCUMENT

Part-I

Section-II

INSTRUCTIONS TO TENDERERS FOR

GLOBAL

SUPPLY TENDERS

INSTRUCTIONS TO TENDERERS FOR GLOBAL SUPPLY TENDERS

0100. Bid shall be as per the E-tender document as specified in **Para 102 of “General Instructions to Tenderers and General Conditions for Electronic Tenders”**. It may be noted that wherever there is any contradiction between “General Instructions to Tenderers & General Conditions for Electronic Tenders” and the “Instructions to Tenderers & General Conditions of Contract for Global Supply Tenders”, the later shall prevail.

Note:- However, the tenderer shall indicate his Acceptance or otherwise against each clause and sub-clause of the Instructions to Tenderers, and General and Special Conditions of Contract. The tenderer may indicate the compliance/deviations from above conditions in their bid. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

- 0101 Bids are required from the actual manufacturers of the stores or their authorised agents, who should submit a letter of authority from their Principals as in Annexure-IV. Bids from other agents, brokers and middlemen will not be accepted.

Note – RDSO shall prefer to place order on the OEM, in case, an authorised agent has quoted on behalf of the OEM firm.

0102 AGENTS AND SERVICE FACILITIES IN INDIA - AGENCY COMMISSION

The foreign tenderer shall include in his bid the name of the person or the firm who will be acting as his representative/ agent in India in respect of his bid. He shall also indicate the after sales service facilities, which he or his representative/ agent has in India. If the foreign tenderer has no representative in India, he shall indicate in his bid the after sales service facility he intends to provide. Following may be noted-

- (a) In a tender, either the Indian agent on behalf of the principal/OEM or principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- (b) 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.

- 0103 Foreign bidders quoting direct against the Bid invitation and who want Indian Agents/Associates and /or servicing facilities in India should indicate in their offer the name and address of their Indian Agent /Associates or the representatives they have for servicing in India. Bidders should quote Net FOB/CFR prices (as stipulated in tender documents/NIT) exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the Purchaser will make direct payment of such commission to the Indian Agents/Associates in Rupees in India in respect of a contract arising out of invitation to Bid, where the Indian Agents'/Associates remuneration/commission covers a part of the contract price.

- 0104 The foreign tenderer is also required to give the following details in the bid:

- (i) The name and address of the local agent.
- (ii) The amount of remuneration for the agent included in the offer.
- (iii) The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates.
- (iv) The mutual interest which the manufacturer/principal and the Indian Agents/Associates have in the business of each other.
- (v) Any payment which the Agent/Associate received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
- (vi) Indian Agent's Income-tax Permanent Account Number and GSTIN No (as applicable).

(vii) 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.

(viii) Past performance of Indian Agent.

Offers which do not comply above are liable to be ignored.

- 0105 In the case of indigenous bid, the tenderer is not entitled to any agency commission. In the case of foreign bid, the agency commission payable by the tenderer to his Indian Agent shall be indicated in foreign currency. However, agency commission finally payable to the tenderer's agent in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of placement of order as quoted by State Bank of India and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful completion of contract and commissioning of the machine or equipment, wherever involved.
- 0106 In case, the Indian Agent has quoted in foreign currency, on behalf of their foreign principal firm, the contract shall be entered into with their foreign principal firm and payment of foreign element shall be made to the principal firm.
- 0107 i) 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 uploaded along with the offer.
- ii) 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.
- 0108 If Indian agent is quoting directly as bidder, enlistment details with the Central Purchase Organisation (eg. DGS&D), under compulsory registration scheme are required to be submitted. (Authority rule 152 of GFR 2017- Min. of Finance).
- 0109 The agent is official representative of manufacturer/ principal/ tenderer. Accordingly, manufacturer/ principal/ tenderer shall be fully responsible for the conduct of their appointed agent.
- 0110 In case tenderer himself is not the manufacturer of the item, Proforma quotation of Principal (OEM) is to be attached with the offer.”

0200. EVALUATION OF THE BIDS

- 0201 The bids received will be evaluated by the Purchaser to ascertain the lowest acceptable bid in the interest of the Purchaser as specified in the specifications and bid documents. Evaluation criteria not mentioned herein but if mentioned specifically in the special conditions of contract, if any, will be taken into consideration in the evaluation of bids.
- 0202 Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid price as payable, to the local currency of the Purchaser's country at the B.C. selling market exchange rate established by State Bank of India in the Purchaser's country for similar transactions; as on the date of bid opening (price bid in case of single packet tenders and techno-commercial bid in case of two packet tenders). For statutory taxes/duties, all the offers shall be evaluated as per tax regime as applicable on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders).
- 0203 All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated below.

(I) In case of foreign offers received on FOB or CFR basis, the CIF price will be arrived at by including the following:

a) **For FOB offers** - CIF cost will be calculated by adding following elements to the quoted FOB rates (excluding agency commission)-

- i) Ocean freight rates as quoted by the bidder and if not quoted, then ocean freight will be loaded @ **1.8% of FOB price for USA and 1.2% for other countries.**
- ii) Insurance charges as **0.030% of Cost & Freight.**

(b) For CFR offers - CIF cost will be calculated by adding following elements to the quoted CFR rates (excluding agency commission)-

- i) Insurance charges as **0.030% of Cost & Freight.**

(II) The total cost of offer shall be calculated by adding following charges to CIF (or CIP) cost.

- a) Port handling charges @ 1% on CIF/CIP cost .
- b) Applicable custom duty* on assessable value (= CIF/CIP cost + Port handling charges @ 1% on CIF/CIP cost).
- c) Inland Transportation Cost @ 0.5% of FOB Price.
- d) Other charges as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any) with applicable GST.

** Please refer to Para 0400 also for applicable custom duty.*

0204 Foreign offers shall be evaluated on the above basis. In case of FOB contracts, if the actual Ocean freight charges of Shipping Corporation of India (SCI) are higher than the Ocean freight quoted by the firm, then such difference in ocean freight shall be recovered from firm's bill.

0205 Foreign tenderer shall quote his '**Free on Board (FOB)**' prices on the basis of nearest port of shipment having facilities to handle the same.

Tenderer shall quote additional price elements on the basis of INCOTERMS, indicated in the bid document/ NIT.

0206 Under the CFR basis price; the FOB price and the freight charges shall be indicated separately. Under the CIF/CIP basis price; the FOB price, the freight charges and Insurance Charges shall be indicated separately.

0207 The terms FOB, CFR, CIF, CIP and DDP shall be as defined in the current edition of International Rules for the interpretation of the trade terms published by International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.

0208 In case of invitation of bids on **DDP (Delivered Duty Paid)** destination basis, **foreign tenderers** are required to quote their price duly indicating in prescribed format in IREPS portal.

- (i) FOB Cost excluding agency commission.
- (ii) Agency Commission.
- (iii) Insurance Charges.
- (iv) Freight charges applicable from Port of Dispatch to the Indian Port of discharge.
- (v) Charges for clearance at the Indian Port including Custom Duty which will be paid in Indian Rupees and claimed from Purchasers at actuals.
- (vi) Charges for dispatch in Rupees for shipment of the machine from the Indian Port to

- the site and the supplier shall be entirely responsible for the receipt of the machine at the destination in good condition.
- (vii) If required, charges in Rupees for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.

Indian Tenderers in case of DDP tender are required to quote as under,

- (i) On "Free delivery at consignee's site" basis. They shall furnish break up of prices as per prescribed format as provided in the IREPS portal.
- (ii) They shall also quote, if required, charges for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.
- (iii) Tenderers submitting indigenous bids shall indicate the "Free delivery at consignee's site" price including other charges as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any). Such price shall include GST applicable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, GST, packing charges, forwarding charges, freight, insurance charges and other charges, if any, as per format provided on IREPS portal, shall also be given.

0209 Agency commission payable to Indian Agent may be quoted separately in foreign currency.

0210 The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or in US dollar or in any other currency widely used in international trade. The portion of the bid price relating to components of Indian origin to be incorporated in the plant/equipment and/ or installation of plant/ equipment, Training in India etc. shall be invariably stated in Indian Rupees. Firms belonging to countries with which Government of India have Rupee Payment Agreements should quote the entire bid price in Indian Rupees.

0300 EARNEST MONEY/ BID GUARANTEE/ BID SECURITY

Tenderer are advised to refer also Para 0400 of instruction to tenderer and general condition for tender (Bid Document Part-I Section-I).

0301 Earnest Money/ Bid Guarantee for amount as stipulated in the "Bid invitation" or an equivalent amount in the currency of the country of the tenderer shall accompany each bid. Tenderers not submitting Earnest Money should clearly indicate in their offer the reasons for the same, and failure to do so will be taken as unwillingness on their part to deposit the Earnest Money.

Tenderer not falling in the exempted categories mentioned in the **Clause 0305 below shall** remit the Earnest Money through

(i) Payment gateway facility: Vendor can use payment gateway options available on the IREPS website.

or

(ii) Manual Mode of Payment - in any of the following forms:

- a) Deposit receipt, pay orders or a crossed Bank Draft in favour of the "Executive Director Finance, RDSO, **A/C" Name of the firm,**" Lucknow payable at Lucknow India from a Nationalised Indian Bank or Scheduled Commercial Bank in India, in the case of indigenous bid or a reputable commercial bank of the tenderer's country in the case of foreign bid. Bank draft in currencies other than Indian Rupees will have to be got countersigned by a Nationalised Indian Bank, at the tenderers' cost and expenses.

- b) Bonds of Indian Railways Finance Corporation (IRFC) and KRCL Bonds (bonds acceptable in the name of tenderer only).
- c) An irrevocable Bank Guarantee, issued by a Nationalized Indian bank or a Scheduled Commercial Bank in India in the format as per Annexure-X. In case the Bank Guarantee is issued by a foreign bank outside India, countersigned of the same by any Nationalized Bank in India is required. The expenses to be incurred for the counter signatures shall be borne by the Contractor. It shall be ensured that the complete particulars of the Bank's (issuing bank guarantee) mailing address including telephone number, fax number & E-mail ID are invariably indicated on the Bid bonds.

For avoidance of doubt, scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act 1934.
- d) Indian Agent can pay Bid Guarantee, if authorized by the bidder, in manner other than bonds of IRFC and KRCL.

- 0302 Tenders submitting Earnest Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection/return of the BG :-
- (i) The Bank Guarantee should be executed on non-judicial stamp paper of appropriate value as applicable at the place where the bank guarantee is executed.
 - (ii) The non-judicial stamp paper used for executing the Bank Guarantee should have been purchased in the name of executants Bank.
 - (iii) Para deleted.
 - (iv) Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.
 - (v) All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank.
 - (vi) The Bank Guarantee should be in the prescribed format (as per Annexure-X) and completely in the typed form.
 - (vii) The bank details of RDSO for the purpose of Bank Guarantee (BG) is as under –
Name - RDSO Collection Account, ED/Finance/RDSO
Account No. - 31168914559, IFSC Code - SBIN0007806, MICR Code – 226002003.
- 0303 The earnest money/ bid guarantee shall remain deposited with the Purchaser for the period of 45 days beyond the validity of offer. If the validity of the bid is extended, the earnest money/ bid guarantee duly extended shall also be furnished, failing which the bid after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 0304 (i) The tenderers will have to submit the details of payment towards Earnest Money on IREPS website.
- (ii) Tenderers shall send the original copy of same instrument towards cost of Earnest Money per bearer or by Registered Post/Speed Post to "Executive Director (Stores), Stores Directorate, RDSO, Manak Nagar, Lucknow-226011", duly indicating the Tender Number, Tender Closing Date and Tenderer's Name on the reverse of the instruments. The envelope containing the cost of Tender Document, original copy of instruments towards cost of Earnest Money shall not contain financial or techno-commercial offer, and any such offers found in the envelope will not be considered. Only the electronic offers submitted on IREPS portal will be considered. The envelope should be superscribed as under:-

"Contains Instruments towards Earnest money for Electronic Tender No <mention tender no here> due on <mention closing date here>".
 - (iii) Tenderers shall ensure that these documents are delivered in Office of Executive Director (Stores) Stores Directorate, RDSO Manak Nagar Lucknow within fourteen (14) days from the tender closing date, including tender closing date, otherwise their offer shall be treated as "Offers received without Earnest Money" and will be dealt with as per the existing guidelines. In case "fourteenth day" happens to be holiday, then next working day would be considered for this purpose. RDSO will not be responsible for any postal delay in receipt of envelopes containing these documents.

- 0305 **Exemptions for EMD for Global Tender** - The Earnest Money Deposit (EMD) shall be deposited by all tenderers, subject to following exemptions:
- (i) Micro and Small Enterprises (MSEs) registered for the items tendered, valid on the date of tender opening. **{Please also refer Para 1400 B(I) of Bid Document Part-I Section-I}**.
 - (ii) Other Railways and Government Departments, Indian Ordinance Factories.
 - (iii) PSUs owned by Ministry of Railways and PSUs for the group of items that are manufactured by them.
 - (iv) Vendors appearing on the approved vendor list of RDSO/PUs/CORE, subject to approval status being valid on the date of tender closing.
 - (v) Vendors registered with Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
 - (vi) In tender issued against PAC, OEM in whose favor PAC has been issued shall be exempted from submitting EMD. KVIC and ACASH shall be exempted from EMD for items supplied by them.

The offer of tenderers failing to submit/upload scanned copy of valid requisite document shall be treated as **"Offers received without Earnest Money"** and **is liable to be rejected.**

- 0306 If the successful tenderer fails to furnish a Contract Performance Guarantee as specified then the earnest money/bid guarantee shall be liable to be forfeited by the Purchaser.
- 0307 (i) All vendors, exempted from submitting EMD, as per para 0305 above, irrespective of the type of tender, i.e., Single, Limited or Open, shall be required to sign a **Bid Securing Declaration** as per **Annexure-XI** to this document and upload scanned copy of the same with their e-offer.
- (ii) The bidder(s), who stand disqualified as per the declaration furnished by them (as per **Annexure-XI**), will not be exempted from submitting EMD and SD for all tenders published during the period of their disqualification.
- (iii) The conditions detailed in this Para 0307 shall not be applicable to Govt. Departments/ ordinance factories/ other Railways/ Railway PSUs/ KVIC/ ACASH and matter shall be taken up with them departmentally/ administratively.

- 0400 RDSO, being a Research Institution of Ministry of Railways is, at present, eligible for partial exemption from payment of GST/ Customs duty vide Notification No. 47/2017-Integrated Tax (Rate) New Delhi, Dated 14th November 2017 and Notification no. 51/96-Customs dated 23 July 1996 (as amended vide Notification no. 28/2003-customs dated 01/03/2003). RDSO is entitled for exemption for items coming under heading of Scientific and technical instruments, apparatus/ accessory of scientific instrument, of Department and laboratories of Central Government, as per Para 3 of Government notification.

Tenderers are advised to refer special conditions of tender/NIT, to ascertain whether the tendered item is a research item. Tenderer(s) may quote their prices accordingly, considering above exemption.

- 0401 **SPARE PARTS**
- Where required, the tenderer should quote, apart from main equipment, separately for the mandatory/recommended spares as per special conditions of tender. Optional spares may be quoted and attached as annexure with their financial bid. The rates for spares should be indicated on FOB / CFR/ CIF/ CIP /DDP basis (as specified in NIT for the tender) in the case of foreign offers and on "Free delivery at consignee's site" basis in the case of indigenous offers. The Purchaser reserves the right to order any or all the spares as quoted in 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.

0500 **Currency of Payment**

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

0501 In the case of foreign bids, in the event of an order being placed on CFR basis, the Purchaser will have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the Contractor.

0502 The prices quoted shall be firm and not subject to any variation. In the case of CFR delivery, ocean freight/airfreight charges included must also be firm and no variation will be allowed on this account after the opening of tender.

0503 In case of import under DDP contracts, the bidder is required to indicate relevant custom tariff and classification which applies to the tendered item giving break up of Basic Customs Duty, Integrated Goods and Services Tax and Compensation Cess. He will also confirm/agree to pass on exemption/concession, if any, to the purchaser.

0504 **STATUTORY DUTY & VARIATIONS**

Statutory Duties shall be paid against documentary evidence as per actual as applicable during the currency of the contract. Any statutory variation in taxes like GST/Customs Duty etc. or any fresh imposition of tax is liable to be admissible, within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.

0505 **Customs Drawback:**

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

0600. **INSURANCE**

0601 In the case of FOB / CFR Tender, insurance shall be arranged by the Purchaser. The consignee shall arrange insurance as per terms and conditions, in coordination with the supplier.

In case of import of the material, although the insurance shall be paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

In the case of indigenous bids, 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 days of the arrival of goods at the destination, any loss/ damage, etc., of goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and on insurer and pursue the same. The tenderer shall, however, at his own cost replace, rectify the goods lost/ damaged to the entire satisfaction of the consignee, within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claims.

0700. **SHIPPING ARRANGEMENT FOR FOREIGN CONTRACTS**

In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping Transport (Chartering Wing), New Delhi, India, in accordance with details given in Annexure - VIII(B). The Contractor shall give adequate notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six week's

notice in advance of the required position for finalising the shipping arrangements.

In the case of CFR contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, India, indicated in Annexure-VIII (A) (as applicable). Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail (as per Annexure-IX) to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Shipping Transport Bhavan, Govt. of India, New Delhi, INDIA, as soon as possible after the relevant contract is finalized. Indian Port of discharge for import will be Nhava Sheva Port, Mumbai. However, Purchaser reserves the right to obtain the material at ports viz. Mumbai, Kolkata & Chennai.

0800. PACKING AND MARKING

0801 The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/ road, air and/ or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. The item(s) tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/ deterioration of item(s) in transit/ transshipment/ handling or during storage.

0802 The packing advice should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundle/package, the Contractor must indicate the volume of the bundle/ package, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied. Each bundle/package shall contain a packing note specifying the name & address of the Contractor, the number and date of the contract and the designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein. The specifications of the packing proposed shall be indicated.

0803 Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor, shall be considered as non-returnable and their cost as having been included in the contract price

0804 Marking

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

(a) The following particulars should be stenciled with indelible paint on all the materials/packages:-

- (i) Contract number.
- (ii) Specification no.
- (iii) Item no.
- (iv) Port consignee (wherever applicable)
- (v) Abbreviated consignee marks

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

0805 Inspection of Packing/Marking

The Inspecting Officer may reject the stores if the stores are not packed and/ or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

0900. SOURCE OF FINANCING

Foreign Exchange required for the proposed import will be financed from free sources or from a bilateral credit. In case of orders placed for financing from bilateral credit organisations, necessary documentation & certain terms & conditions will be negotiated before placement of order.

1000. IMPORT LICENCE

In case of indigenous bids, the foreign exchange needed for the import of the components and import license, where necessary, should be arranged by the Tenderer themselves. The successful tenderer will have to apply to the proper Government Authority for grant of requisite import licenses/foreign exchange for such item(s) as require import, within 14 days of the advance letter of acceptance and the Purchaser will only render assistance, where necessary. However, Purchaser will have no responsibility whatsoever in this regard.

1100. Ensuring legal applicability of laws /rules

1101 All tenderers will be responsible for the legality of the offer and ensuring the implementations of various acts/laws as prevalent in their country as well as India. Any tax/duty/levy if not specifically mentioned in offer and contract would be borne by the firm.

1102 Indian Railways shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in the design & development of this item and any other factor not mentioned herein which may cause such a dispute. The entire responsibility to settle any such disputes/matters lies with the manufacturer/ supplier.

Details/design/documents given by prospective bidders shall not infringe any IPR and they are responsible in absolute and full measure instead of railways for any such violations. Indian Railways / RDSO is granted right to use, copy and distribute this document for the use of inspection, operation, maintenance and repair etc.. Data, specifications and other IP as generated out of interaction with railways shall not be unilaterally used without the consent of RDSO and right of Railways / RDSO on such IP is acceptable to them.

1200. Requirement of Purchase Preference :- Purchase preference will be applicable as per Para 1401 of General Instructions to Tenderers and General Conditions for Electronic Tenders.

1300. SPECIAL CONDITIONS - Special conditions mentioned in tender documents separately or with technical specifications, will prevail in case they differ from Instructions to Tenderers for electronic tender for Global Tenders for Supply Contract.

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION
(STORES DIRECTORATE)

BID DOCUMENT

Part-I

Section-III

GENERAL CONDITIONS OF CONTRACT FOR

GLOBAL

SUPPLY TENDERS

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GENERAL CONDITIONS OF CONTRACT FOR GLOBAL SUPPLY TENDERS

0100. DEFINITIONS AND INTERPRETATION

- 0101 “Acceptance of Bid” means the letter or memorandum communicating to the Contractor the acceptance of his bid and includes an advance acceptance of his bid;
- 0102 “Consignee” means where the stores are required by the acceptance of bid to be dispatched by rail, road, air or sea, the person specified in the acceptance of bid to whom they are to be delivered at the destination; where the stores are required by the acceptance of bid to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of bid to be delivered in the manner therein specified;
- 0103 “Interim consignee” means the representative of the Purchaser to whom the material is delivered for onward dispatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee;
- 0104 “Contract” means and includes the Bid Invitation, Instructions to Tenderers, Bid, Acceptance of Bid, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, Particulars and the other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- 0105 The “Contractor” means the person, firm or company with whom the order or contract 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;
- 0106 The “Sub-Contractor” means any person, firm, or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- 0107 “Drawing” means the drawing or drawings specified in or annexed to the specifications;
- 0108 “Government” means the Central Government or a State Government as the case may be;
- 0109 The ‘Inspecting Officer’ means the person or organization, specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorised representatives;
- 0110 “Material” means anything used in the manufacturer or fabrication of the stores;
- 0111 “Particulars” include-
- (a) Specifications;
 - (b) Drawings;
 - (c) “Proprietary mark” or “brand” means the mark or brand of a product which is owned by an industrial firm;
 - (d) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
- 0112 “Proving Test” means such test or tests as are prescribed by the specification (s) to be made by the Purchaser or his nominee, either at firms premises or after erection at site, before the plant is taken over by the Purchaser;
- 0113 “Purchase Officer” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- 0114 The “Purchaser” means the President of India acting through the Executive Director/ Stores, Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, UP, India and includes his successors and assignees.
- 0115 “Signed” includes stamped, except in the case of an acceptance of bid or any amendment thereof;
- 0116 “Site” means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;

- 0117 “Stores” means the goods specified in the contract which the Contractor has agreed to supply under the contract;
- 0118 “Test” means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- 0119 “Work” means all the work specified or set forth and required in and by the said specifications, drawings and other documents, hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification (s), drawing (s) and other documents) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time during the progress of the work hereby contracted for, be supplied by the Purchaser;
- 0120 The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the contract, after approval by the Inspecting Officer if so provided in the contract to ;
(a) the consignee at his premises ; or
(b) where so provided, the interim consignee at his premises: or
(c) a carrier or other person named in the contract for the purpose of transmission to the consignee; or
(d) the consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 0121 “Writing” or “Written” includes matter either in whole or part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- 0122 Words in the singular include the plural and vice-versa.
- 0123 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 0124 The heading of these conditions shall not affect the interpretation or construction thereof.
- 0125 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

0200. PARTIES

The parties to the contract are the Contractor and the Purchaser as defined in clause 0105 and clause 0114.

0201 Authority of person signing the contract on behalf of the Contractor-

A person signing the bid or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorise the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase. The provisions of clause 0900 shall apply to every such purchase as far as applicable.

0202 Address of the Contractor and notices and communications on behalf of the Purchaser:

- (a) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

0300. QUOTATIONS OF RATES BY CONTRACTORS

- 0301 The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the bid, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private Purchaser, domestic or foreign as well as Purchaser Government.
- 0302 If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private purchaser domestic or foreign as well as Purchaser Government for the stores of the same nature class or description, the Contractor will specifically mention this fact in his bid giving reasons for quoting higher price (s). If he fails to do so or makes any mis-statement it shall be lawful for the purchaser, (i) to revise the price at any stage as to bring it in conformity with the sub-clause-0301 above or (ii) to terminate the contract and forfeit the amount of the Contract Performance Guarantee Bond.

0400. DRAWINGS/SPECIFICATIONS

- 0401 When bids are called for in accordance with a drawing/ specification, the Contractor's bid to supply in accordance with such drawing/specification, shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered.
- 0402 The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the purchaser. If any dimensions figuring upon a drawing differ from those obtained by scaling the drawing the dimensions as figured upon the drawing shall be taken as correct.
- 0403 Any drawings, tracings, 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, descriptions have been furnished to the satisfaction of the Purchaser.

0500. CONTRACT

- 0501 This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer.
- 0502 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 and meaning of the specifications shall be final and conclusive.
- 0503 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.
- 0504 The Purchaser or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the Contractor and accepted by the Purchaser.

Should the Contractor proceed to manufacture such stores without obtaining the consent in writing of the Purchaser to an amended price, he shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the Purchaser.

0600. CONTRACT PERFORMANCE GUARANTEE BOND

- 0601 After an advance acceptance of bid or a contract is issued by the Purchaser, the Contractor shall furnish a Contract Performance Guarantee Bond in the proforma attached (Annexure-V) from a Nationalised Indian Bank or Scheduled Commercial Bank in India within 15 days from the issue of the advance acceptance of the tender to the Contractor or within the period specified in the contract for an amount equivalent to 10% of the value of the contract excluding Charges like Port handling charges, Inland transportation cost, Insurance charges etc. (whatever applicable & arranged by purchaser); Operational Cost & AMC/CAMC Charges after warranty and any other similar charges (whatever applicable). The Contract Performance Guarantee Bond from a commercial Bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter signed by the any Nationalized Indian Bank in India. The expenses to be incurred for the counter-signature shall be borne by the Contractor.
- 0602 In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in clause 0601, and the Bond is accepted by the Purchaser, liquidated damages, as provided in clause 0902 for the period of delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce clause 0902.
- 0603 If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser.
- (a) to recover from Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
- (b) to cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause-0902 shall apply as far as applicable.
- 0604 On the performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the Contractor without any interest.
- 0605 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Contract Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the amount of the Contract Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the Contract Performance Guarantee Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
- 0606 The Contract Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the machine(s) at consignee's works, and **shall in the first instance be valid upto a minimum period of 90 days beyond the date of completion of all contractual obligations of supplier** provided that before the expiry of the date of validity of the Contract 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, or as required by the Purchaser 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 Contract Performance Guarantee Bond on each occasion.
- 0607 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 and upto two months beyond the extended delivery period.
- 0608 The Contract 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 executed by the party competent to do so. The Contract Performance Guarantee Bond executed in India shall be in accordance with the Indian Stamp Act, as amended from time to time, for adequacy of the Stamp Duty.
- 0609 The Bank Guarantee to be submitted by the Contractor/supplier under this clause shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.
- 0610 MSEs including NSIC registered firms are no more exempted from submission of Performance Guarantee Bond. Hence, they are required to necessarily submit Performance Guarantee Bond in case their offers are accepted and are called upon to do so.

0700. DELIVERY

- 0701 The Contractor shall as may be required by the Purchaser either deliver free at consignee destination or FOB or CIF or DDP at the place/ places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the inspecting officer as provided in the contract.
- 0702 Notwithstanding any inspection and approval by the Inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the consignee.
- 0703 In the case of indigenous supplies the Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.
- 0704 **In the case of foreign contracts on FOB Basis:**
- (a) The stores shall be delivered by the Contractor free on board (F.O.B) such vessels in such port or ports named in the contract, as the Purchaser or his nominee may require.
 - (b) 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.
 - (c) Freight for the conveyance of the stores or any part thereof will be arranged by the Purchaser or his nominee, who will give due notice to the Contractor when and on board, what vessels they or such part thereof, are to be delivered. Should the stores, or any part thereof, be not delivered within 7 days of the receipt of such notice by the Contractor, the Contractor will be liable for all payments and expenses that the Purchaser may incur, or be put to by reason of such non-delivery including extra freight, demurrage of vessels and any other charges incurred by the Purchaser whatsoever.
- 0705 **In the case of foreign contracts on CFR basis:—**
- (a) 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 loading etc. till the cargo is safely delivered to the Port Consignee, at the said Port.
 - (b) The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditure by way of extra insurance etc., if incurred for use of non-classified/over-aged vessel, shall be on seller's account.
- 0706 **In the case of foreign contracts on DDP basis:—**
- All activities for delivery of Imported as well as Indigenous components like Sea freighting, Insurance, Port clearance, Custom clearance, Inland freighting, Loading & Unloading both on the Vessel as well as consignee's site and thereafter, its complete supply to ultimate consignee, shall be discharged by the supplier or their agent.

0707 In the case of foreign contracts on CIF basis :—

- (a) 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.
- (b) The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditure by way of extra insurance etc., if incurred for use of non-classified/over-aged vessel, shall be on seller's account.

0800. NOTIFICATION OF DELIVERY

Notification of delivery or dispatch in regard to each and every installment shall be made to the Purchaser, Ultimate Consignee and Port Consignee (if applicable) immediately on dispatch or delivery. The Contractor shall further supply to the consignee, to the interim consignee, as the case may be, a packing account quoting number and date of contract and date of dispatch of the stores. All packages shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The copy of Railway Receipt/ Consignment Note or Bill of Lading with other shipping documents, if any, shall be forwarded to the consignee and or the port consignee named in the contract, as applicable, by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the copy of the Railway Receipt, Consignment Note or Bill of Lading and other shipping documents.

0900. TIME FOR AND DATE OF DELIVERY: THE ESSENCE OF THE CONTRACT

The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.

0901 Progressing of deliveries

The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

0902 Failure and Termination

If the Contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before expiry of such period, the Purchaser may without prejudice to his other rights:-

- (a) recover from the Contractor as agreed pre estimated liquidated damages and not by way of penalty a sum equivalent to 2% of the price of any stores (including elements of taxes, duties, freight etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended, for each month or part of a month, during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, subject to a maximum of 10% (ten percent) of value of the delayed supplies; or
- (b) cancel the contract or a portion thereof and if so desired purchase or authorise the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of Contractor. It shall, however, be in the discretion of the Purchaser to obtain or not the Performance Guarantee Bond from the firm/firms on whom the contract is placed at the risk and expense of the defaulting firm. However, in respect of contracts where performance guarantee bond of 10% of contract value has been taken, risk purchase clause will not be applicable and in case of default by such firms, the performance guarantee bond submitted shall be forfeited and the quantities unsupplied shall be procured independently without risk and cost of the original

Contractor and adverse performance of defaulting firm will be taken into account in future tender cases on merit.

Where risk purchase action is taken under sub-clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase, such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within nine months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within nine months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor; or

- (c) Cancel the contract or a portion thereof without resorting to Risk purchase by imposing General Damages (GD) @ 10% of outstanding value of contract after adjusting the Security Deposit (SD), if already deposited by the contractor.

0903 Extension of Time for Delivery

If such failure as in the aforesaid clause 0902 shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of Sub Contractor, though their employment may have been sanctioned under condition 2000 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

0904 Consequence of Rejection

If on the stores being rejected by the Inspecting Officer or Interim Consignee or Consignees at the destination, the Contractor fails to make satisfactory supplies within the stipulated period of delivery, the Purchaser shall be at liberty to:-

- (i) require 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 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 any other account; or
- (ii) purchase or authorise the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with 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 the supply of any further installments due under the contract; or
- (iii) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with 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 under this sub-clause, the provision of clause 0902 above will apply as far as applicable.
- (iv) Where under the contract the price payable is fixed F.O.B. port of dispatch or F.O.R. dispatching station, the Contractor shall, if the stores are rejected at 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 regard.

0905 Liquidated Damages for Delay in Commissioning

The Contractor or his agents shall commission the machine within the stipulated time as shown in the contract. This time frame will be applicable from the date of intimation from the consignee in respect of readiness and installation of the machine in cases where the machine is to be installed by the consignee. The time schedule includes the time for installation in cases where installation is also to be undertaken by the supplier.

The time allowed for commissioning of machine by the Contractor or his agent shall be deemed to be the essence of the contract. In case of delay in commissioning of the machine on the part of Contractor, the Purchaser shall be entitled to recover and the Contractor shall be liable to pay pre estimated liquidated damage at the rate of 2% of the total contract value for each and every month or part thereof for which commissioning is delayed, provided always that the entire amount of liquidated damages to be paid under the provision of this clause shall not exceed 10% of the total contract value. After expiry of 5 months period from the date of default i.e. from the date of commissioning provided in the contract, Purchaser will be at liberty to invoke the Performance Guarantee bond submitted by the supplier.

Continuance of commissioning work after expiry of stipulated time will also not absolve the Contractor from the liquidated damages as stated above.

The decision of the Purchaser, whether the delay in commissioning has taken place on account of reasons attributed to the Contractor shall be final.

1000. FORCE MAJEURE – PI refer Clause 2800 of General Instructions to Tenderers and General Conditions for Electronic Tenders.

1100. ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD

1101 In case 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 was not given by 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, GST, 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 Bid (contract), 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 exemption of or reduction in or remission of Customs Duty, GST, or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The Contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

1102 The Contractor shall not dispatch the stores till such time an extension in terms of clause 1101 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 1101 above.

1103 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period, the same would be subject to conditions (a) to (d) mentioned in clause 1101 above.

1200. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR/F.O.B. CONTRACT

1201 In the event of 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 clause 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 passing of the stores.
- (b) The Purchaser retaining the right to recover from the Contractor any extra expenditure which might have been incurred by the Purchaser on account of additional bank charges payable for extension/amendment of the Letter of Credit, the increase in Customs Duty and Freight charges directly relatable to the delay in shipping of the stores.
- (c) That any additional expenditure incurred by the Purchaser or 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 the Contractor.

1202 The Contractor shall not dispatch the stores till such time an extension in terms of the above is granted by the Purchaser. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser, the supply of the stores shall be deemed to be subject to conditions set above.

1300. PROGRESS REPORTS

1301 The Contractor shall, from time to time, render such reports concerning the progress of the contract and/ or supply of the stores in such form as may be required by the Purchaser.

1302 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as a estoppels against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

1400. INSPECTION BY INSPECTING OFFICER

1401 When inspection during manufacture or before delivery or dispatch is required, a notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least four week's notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. 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.

1402 In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the component/stores etc., is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/stores etc., as deemed essential.

1403 Marking of Stores

The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognised Government or Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at the Contractor's expense in suitable packages or cases, each of which shall be sealed and marked with such mark.

1404 Facilities for Test and Examination

The Contractor shall at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself that the stores are being and/or have been manufactured in accordance with the Particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of

the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a sub-contractor, he shall in his contract with the sub-Contractor, reserve to the Inspecting Officer a similar right.

1405 Cost of Test

- (a) The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the inspecting officer, that the Contractor has failed to provide the facilities and the means for test and examination, shall be final.
- (b) The re-Inspection charges will require to be paid by the contractor to the inspecting agency, as specified in Para 2900 of General Instructions to Tenderers and General Conditions for Electronic Tenders.
- (c) Purchaser shall bear the travel, boarding, lodging and other miscellaneous expenses of the Inspecting RDSO officials.

1406 Delivery of Stores for Tests

The Contractor shall provide and deliver free of charge, at such place as the Inspecting Officer may nominate, such material as he may require for test by chemical analysis or independent testing machines.

1407 Liability for Costs of Special or Independent Tests

The cost of any special or independent tests to be carried out by the Inspecting Officer at a place other than the Contractors premises, will be borne by the Purchaser unless it is stated in the specification that it is to be paid by the Contractor. However, in the event of rejection of stores or any part thereof by the Inspecting Officer in the consequence of sample thereof which is removed to the laboratory or other place of test, being found on test, to be not in conformity with the Contractor, or, in the event of failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand, pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private person for similar work.

1408 Method of Testing

The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

1409 The Contractor shall satisfy the Inspector that adequate provision has been made:-

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

1410 **Powers of Inspecting Officer** - 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 manufacture;
- (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 for inspection.

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

1411 Inspection Certificates

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

1412 Certification of Inspection and Approval in case of Foreign Contracts

- (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's 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."

1500. FREIGHT

- 1501 The stores shall be dispatched at public tariff rates. In the case of F.O.R. station of despatch contract, the stores shall be booked by the most economical route and/ or at the most economical tariff available at the time of despatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser. Where alternative routes exist the Purchaser shall, if called upon to do so, indicate the most economical route available or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought his decision or advice in the matter shall be final and binding on the Contractor.

1600. PAYMENT TERMS

Payment terms should be followed strictly as per terms and conditions of Bid Documents.

1601 Payment to Foreign Supplier

Payment against foreign supplies shall be made through irrevocable Letter of Credit. All charges, including the confirmation charges of L.C., levied by foreign Banks, shall be borne by the supplier. The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under: -

- (a) 80% of the payment of FOB/CFR/CIF/CIP/DDP value will be made as applicable, excluding agency commission if any, against irrevocable L.C. on proof of inspection certificate and shipping documents as specified. The shipping documents will consist of :
 - i) Two copies of negotiable cum original Bill of Lading.
 - ii) A copy of inspection certificate issued by the inspecting officer.
 - iii) Signed/certified commercial invoice showing the description, quantity and price of stores shipped alongwith packing list/shipping specification.
 - iv) A copy of Contractor's letter addressed to the insurer as advance intimation sent by the beneficiary to insurer advising the closing/shipping particulars to enable insurer to arrange insurance.
 - v) Certificate for country of origin issued by the appropriate authority.
 - vi) A certificate that one set of non negotiable document has been sent to Purchaser and ultimate consignee.
 - vii) A certificate that first original of negotiable bill of lading alongwith shipping

specification and copies of documents mentioned in LC/contract has been sent to the port consignee.

- viii) A certificate that one non negotiable copy of Bill of Lading/Airway bill has been forwarded to the Shipping Coordination Officer, Shipping Coordination & Chartering Division, Ministry of Shipping and Transport, New Delhi.
- ix) A certificate that the shipment has been arranged in accordance with instructions of Ministry of Transport, Department of Surface Transport (Chartering) TRANSCHART, New Delhi.
- x) Any other document apart from (i) to (ix) above and as per the requirement of the contract.

In case of DDP contracts, 80% payment will be made on receipt of the material duly pre inspected and receipted at site by the consignee in good condition along with the documents specified above. Payment for the imported portion will be made against irrevocable L.C on receipt of the complete consignment in good condition as per specification at ultimate consignee's end.

- (b) Balance 20% payment will be made within 90 days through bank transfer on furnishing a Bank Guarantee for an amount equal to 10% of the contract value including Operational Cost/Charges (whatever applicable) during Warranty Period; and excluding Operational Cost & AMC/CAMC Charges after warranty and any other similar charges (whatever applicable), as per Annexure-VI fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period as stipulated in the Warranty Clause No. 1800, within 30 days of the receipt of Bill alongwith Proving Test Certificate after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises.
- (c) Payment of Indian agency commission, if any, will be payable in Indian Rupees converted at the TT buying rate of exchange ruling on the date of placement of contract.

1602 **Payment against indigenous supply-**

The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under: -

- (a) 80% of the payment on submission of proof of inspection certificate and receipt of material by consignee in good condition, to be made within 30 days of receipt of documents as specified. **Firm shall submit a copy of import document (Bill of entry etc.) along with the supplies, before claiming payment.**
- (b) Balance 20% payment will be made within 90 days on furnishing a Bank Guarantee for an amount equal to 10% of the contract value including Operational Cost/Charges (whatever applicable) during Warranty Period; and excluding Operational Cost & AMC/CAMC Charges after warranty and any other similar charges (whatever applicable), as per Annexure-VI fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period stipulated in the Warranty Clause No. 1800 below, within 30 days of the receipt of Bill alongwith Proving Test Certificate after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises.

1603 **Payment through Letter of Credit (LC) for indigenous supplies.**

- a) There is an option for the supplier/contractor to take payment from Railways through letter of credit (LC) arrangement, in tenders invited having estimated value of Rs 10 lakhs and above.
- b) The LC will be a sight LC.
- c) The bidder, at the time of bidding itself, shall exercise an option, in favour of taking payment

due against the said tender, through LC arrangement. The option so exercised, shall be an integral part of the bidder's offer.

- d) Option once exercised shall be final and no change shall be permitted, thereafter, during execution of contract.
- e) The incidental cost @ 0.15% of LC value, towards issue of LC and operation thereof shall be borne by the supplier/contractor and shall be recovered from their bills.
- f) State Bank of India through Its branches shall be the Banker for Railways for opening domestic letters of credit for ensuing year. The arrangement would cover all such contracts finalized against tender issued during the said period and shall extend till final execution of these contracts.
- g) The schedule of payment liability arising in the contract shall be established by the Railways based on the prescribed delivery schedule/stages of supply.
- h) The acceptable, agreed upon document for payments to be released under the LC so opened, shall be a Document of Authorization.
- i) The supplier/ contractor shall submit their bills for completed supply to the bill processing authority mentioned in supply/ contract agreement to issue Document of Authorisation to enable supplier/ contractor to claim the authorized amount from their Banker.
- j) Accounts Officer responsible for passing the claim will issue the Document of Authorization.
- k) The supplier/ contractor shall take print out of the Document of Authorisation available on IREPS portal and present his claim to his banker (advising bank) for necessary payments as per LC terms and condition. The claim shall comprise LC Document of Authorisation, Bill of Exchange and Invoice.
- l) The bank shall also recover any amount as may be advised by the Railways against the contractor/supplier.
- m) The Contractor/Vendor shall indemnify and save harmless, the Railways, from and against all losses, claims and demands of every nature and description brought or recovered against the Railways by reason of any act or omission of the Contractor/Vendor, his agents or employees, in relation to the Letter of Credit (LC). All sums payable/borne by Railways on this account shall be considered as reasonable compensation and paid by Contractor/Vendor.

1700. PAYMENT PROCEDURE

1701 Payment for indigenous supplies will be made in Indian Rupees against bills preferred by the Contractor. Any payment in the foreign exchange that the Contractor may have to make for imported components forming part of the bid will be arranged by him direct.

1702 Payments against foreign contracts will be arranged through normal banking channels except where payment through Letter of Credit has been stipulated in the contract. In the case of payment through the Letter of Credit, all charges levied by the foreign bank shall be borne by the Contractor.

1703 **Payment through ECS/NEFT** – PI refer Para 2100 of General Instructions to Tenderers and General Conditions for Electronic Tenders.

1704 The supplier may check their payment status, as available on IREPS website.

1800. WARRANTY

1801 The Contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods

- of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operatable, operate properly.
- 1802 This warranty shall survive inspection of, payment for and acceptance of the goods and shall expire after 24 months from the date of commissioning of machine at ultimate destination in India, Any approval of acceptance by Purchaser of the Stores or of the material incorporated here in shall not in any way limits the Contractor's liability.
- 1803 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 or defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of Contractor within 3 (Three) months of their being first discovered during the warranty period or 3 (Three) months from the date of expiry of warranty period or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.
- 1804 The Contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Contractor shall pay to the Purchaser value thereof at the contract price or in the absence of such price at price decided by the Purchaser, and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
- 1805 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) weeks, promptly and satisfactorily. The warranty period will be extended by the number of days the machine remains under breakdown during the warranty period and the warranty Bank Guarantee would be returned at the end of such extended warranty period for the full machine.
- 1806 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.
- 1807 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the Contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.
- 1808 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.
- 1809 The warranty period in the offer shall survive for a period of 24 months from the date of commissioning of machine. If the offer is found with less than 24 months or ambiguous/uncertain on warranty conditions, the tender is liable to be rejected.
- 1810 The Purchaser, without prejudice, shall be entitled and it shall be lawful on his part to forfeit the amount of the Guarantee Bond furnished in respect of Warranty as per clause 1601 (b) and/or 1602 (b) in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the warranty provisions under reference or failure to extend the validity of Guarantee Bond for the period of break down occurred during warranty period and for such part(s) replaced and/or repaired and part(s) immediately connected thereto as per clause 1805.
- 1811 The Contractor shall furnish a Warranty Performance Guarantee Bond in the proforma attached (Annexure-VI) from a Nationalised Indian Bank or Scheduled Commercial Bank in India before claiming balance payment within the period specified in the contract (refer clauses 1601.b & 1602.b) for an amount equivalent to 10% of the value of the contract including Operational Cost/Charges (whatever applicable) during Warranty Period; and excluding Operational Cost & AMC/CAMC Charges after warranty and any other similar charges (whatever applicable) valid for warranty period plus 90 days. In the case of foreign contracts, the Guarantee Bond from a commercial Bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter signed by the Nationalized Indian Bank in India. The expenses to be incurred for the counter signatures shall be borne by the Contractor. Following may be noted-

- i) The Bank Guarantee to be submitted by the Contractor / supplier under this clause, shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.
- ii) In exceptional cases, when the BGs are submitted by the Contractors/suppliers etc. through themselves (and not directly by the issuing bank under Registered Post AD or Speed Post or Courier Service), the BG issuing Bank Branch immediately should send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the Railways with a covering letter to enable Railways to compare with the original BGs and to confirm that the submitted BG is in order.

1900. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

1901 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the amount of Performance Guarantee Bond and any other Guarantee furnished by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to encash the Performance Guarantee Bond, etc., and also have a lien over the amount of Performance Guarantee Bond, etc., pending finalisation or adjudication of any such claim. In the event of the said amount being insufficient to cover the claimed amount or amounts or if no Performance Guarantee Bond etc. has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2903 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

1902 For the purpose of clause 1901, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his individual capacity or otherwise.

1903 Lien in Respect of Claims in Other Contracts -

Any sum of money due and payable by the Contractor (including the amount of Performance Guarantee Bond and any other Guarantee) under the contract may be withheld by way of lien by the Purchaser or Government against any claim of the Purchaser or Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator, if the contract is governed by the arbitration clause or by the competent court under clause 2903 herein after provided as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

In addition to this other remedies under the law and these conditions, the Purchaser shall have a lien on each machine in respect of which the 80% has been paid to secure payment of this amount and recovery of any sum due from the Contractor, should the machine(s) not be successfully commissioned within the time specified as per clause Installation, Commissioning & Proving Tests in the Technical Specifications contained in Bid Documents Part-II.

2000. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

2001 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 constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch 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 shall alone be entitled and responsible to make claims against a 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.

2002 Consignee's right of rejection-

Notwithstanding any approval which the inspecting Officer 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 Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 days after expiry of the stipulated time provided in the contract for the commissioning of the machine or in case the commissioning is completed after the stipulated time, after commissioning of the machine at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

2003 Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

2004 The provisions contained in clause 2600 relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.

2005 The Contractor shall refund any advance/part payment received by him in respect of the rejected stores within 21 days of the receipt of intimation from the consignee about the rejection of the stores. In default, the Purchaser may take steps against Contractor for recovery of such price. This is strictly without prejudice and in addition to the rights provided in clause 0904.

- (i) In case of rejection of pre-inspected supply of goods at consignee end, the material rejection advice/rejection memo should be sent to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract, associate bill paying authority etc. without fail.
- (ii) The concerned paying authority as per the contract and associated bill paying authority should note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.
- (iii) Joint inspection of rejected lot of goods should be held with pre-inspection agency and firm. In cases of failure of the firm to associate with joint inspection, the same should be held with pre-inspecting agency.
- (iv) Firm may be permitted to rectify the rejected goods in its premises only after the firm has deposited the payments already made against the same or equivalent amount has been withheld for this purpose.

- (v) In case of replacement supply against the rejected lot of goods, the same should be pre-inspected by the pre-inspecting agency prior to acceptance of the same by the consignee.
- (vi) In case of acceptance of replacement supply/ rejected supply after rectification, the material rejection advice/ rejection memo issued earlier should be withdrawn under advice to all concerned.

2006 Subletting and assignment-

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.

In the event of the Contractor's failure to obtain such permission, the Purchaser shall be entitled to cancel the contract and to Purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchase.

2007 Changes in a firm-

- (a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Contractor's failure to comply with this requirement, it shall be lawful for the Purchaser to cancel the contract and purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 0902 as far as applicable shall apply.
- (b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.
- (c) If the contract is not determined as provided in sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.
- (d) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub clause shall be final and binding on the Contractor.

2100. RESPONSIBILITY FOR COMPLETENESS

- 2101 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 plant must be complete in all details.
- 2102 The work shall be performed at the place or places specified in the contract or at such other place or place as may be approved by the Purchaser.
- 2103 In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship, etc., in accordance with the contract.
- 2104 In the case of contracts requiring electricity for the completion of the work and for test on site, such electricity, when available, shall be supplied free to the Contractor at the pressure of the ordinary supply. However, responsibilities of Purchaser and the Contractor required for execution of work at consignees site shall be as defined in bid document Part-II.

2200. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, model and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification or drawings. The Contractor shall also pay for Dock and Harbour dues, port's rates, export taxes and other fees or charges, if any, levied because of exportation.

2300. INDEMNITY

The prices stated are to include all rights (if any) or patent, registered design or trade mark and the Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark; provided always that in the event of any claim in respect of alleged breach of a patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise therefrom.

2400. RISK OF LOSS OR DAMAGE TO GOVERNMENT OR PURCHASER'S PROPERTY

2401 All the property of the Government or Purchaser loaned, whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract, to the Contractor in connection with contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

2402 All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty four hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.

2403 The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser/ loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.

2404 Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

2500. BOOK EXAMINATION CLAUSE

The Purchaser shall have the right for 'Book Examination' as follows:

2501 The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Govt. Officer duly authorised in that behalf, any cost or other account book of account voucher, receipt, letter, memorandum paper and writing or any copy of or extract from any such documents and also furnish information any way relating to such transaction and produce before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties)

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

2502 The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised Government Officer shall have the power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company which shall be open to his inspection as mentioned in clause 2501.

2503 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.

2504 Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause 2501 above. In the event of Contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgment of the Purchaser which would be final and binding on the Contractor and his agencies.

2600. REMOVAL OF REJECTED STORES

2601 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 to as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided 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 save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.

2602 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.

2603 The stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract is placed for delivery F.O.R. station of despatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of despatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition be booked back to him freight to pay at public tariff rates and at Contractor's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return of rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

2700. CORRUPT PRACTICES

2701 The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or execution or for showing any favour for forbearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor, or by any one employed by him or acting on his behalf, under chapter IX of the Indian Penal Code (as amended) or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of clause 0902 .

2702 Any dispute or difference in respect of either the interpretation, effect or application of the above clause or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

2800. INSOLVENCY AND BREACH OF CONTRACT

The Purchaser may at any time, by notice in writing, summarily determine the contract without compensation to the Contractor in any of the following events, that is to say:-

- (a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make and conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act. Or
- (b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or
- (c) If the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

2900. LAWS GOVERNING THE CONTRACT

2901 This contract shall be governed by the Laws of India for the time being in force.

2902 Irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the acceptance of tender has been issued.

2903 **Jurisdiction of Courts-** The courts of the place from where the acceptance of bid has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2904 Compliance with Provisions of Contract Labour (Regulation and Abolition) Act-1970—For Indigenous Supplies:

- a. The Contractor shall comply with the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- b. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- c. The Contractor shall pay to labour employed by him directly or through sub- contractor the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his sub-contractor in connection with the said contract, as if the labour had been immediately employed by him.
- d. In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- e. In every case in which, by virtue of the provisions of the aforesaid Act, or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act of the Rules, the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the

rights of the Purchaser under section 20, sub-section (2) and section 21, sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deduction it from the amount of the Performance Guarantee Bond and/ or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security of all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated, shall be final and binding on the Contractor.

3000. ARBITRATION AND CONCILIATION

3001. A) FOR DOMESTIC BIDDERS/ TENDERERS

In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided for by these Conditions or 'Instructions to Tenderers' or the Special Conditions) the same shall be referred to shall be referred to the sole arbitration of an Arbitrator in terms of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. The arbitrator shall be a Gazetted Railway Officer (working or retired) appointed by the DG/RDSO Lucknow, 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 matters 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 BIDDERS/TENDERERS

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 Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the DG/RDSO Lucknow India and the contractor. The arbitrators so appointed by DG/RDSO Lucknow India shall be a Gazetted Rly. Officer (working or retired) who did not have an opportunity to deal with the matters 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 third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015, the rules there under and any statutory modifications or reenactment thereof, shall apply to the arbitration proceeding under this agreement. The venue of the arbitration in all cases shall be in India.

3002. In the event of the Arbitrator 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 to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

3003. 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.

3004. The cost of arbitration shall be borne by the concerned parties in terms of section 31 (A) of Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. The cost shall inter-alia include fee of the Arbitrator, as per the rates fixed by Railway Board from time to time,. Further, the fee payable to the Arbitrator would be governed by instructions issued on the subject by Railway Board from time to time irrespective

of the fact whether the Arbitrator is appointed by the Railway administration under this clause or by any court of law unless specifically directed by Hon'ble court otherwise on the matter. Arbitrator shall be entitled to 50% extra fee, if award is made within 6 months in terms of provisions contained in section 29(A) (2) of the Arbitration and Conciliation (Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015. Besides above, Arbitrator shall also be entitled for this extra fee, in cases, where Fast Track Procedure in terms of section 29 (B) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015, is followed.

- 3005. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 3006. The venue of arbitration shall be the place from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.
- 3007. In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 3008. It is further a term of this contract that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of the Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amendment) Act, 2015.

3100. SECRECY - PI refer Clause 2700 of General Instructions to Tenderers and General Conditions for Electronic Tenders.

3200. SAFETY MEASURES

- 3201. The Contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the railway premises, and should conform to the rules and regulations of the Railway.
- 3202. The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representative, agents or sub-contractor or workmen.
- 3203. The Contractor should ensure that unauthorised, careless or inadvertent operation of installed equipment which may result in accident to staff and/or damage to equipment does not occur.
- 3204. The Contractor should indemnify and keep the Purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury; sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the workman's compensation act or the fatal accidents act or any other statute in force from time to time.

3300. SPECIAL CONDITIONS

Special conditions mentioned in tender documents separately or with technical specifications, will prevail, in case they differ from General Conditions of Contract for Global Tenders for supply contract.

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Annexure no.	Heading
I.	Proforma for performance statement
II.	Proforma for equipment and quality control employed by the manufacturer
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VII	National Electronic Funds Transfer (NEFT) Mandate Form
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ANNEXURE-I

PROFORMA FOR PERFORMANCE STATEMENT
(For a period of last 3 years)

Tender No.....Date of opening.....

S.N.	Order placed by (full address of Purchaser)	Order no. and date	Description and quantity of stores ordered	Value of order	Date of completion of delivery (As per Actual contract)	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily commissioned and is it giving trouble free service

Signature and seal of the Manufacturer/
Tenderer

ANNEXURE-II

**PROFORMA FOR EQUIPMENT AND QUALITY CONTROL
EMPLOYED BY THE MANUFACTURER**

Tender No.....Date of opening.....

Name of the Tenderer.....

(Note: All details should relate to the manufacturer for the items tendered)

1. Name & Full address of the Manufacturer.
2. Telephone Nos- Office- , Factory/ Works-
3. Location of the manufacturing factory.
4. Details of industrial Licence, wherever required as per statutory regulations.
5. Details of Important plant & machinery and functioning in each deptt.
(Monographs and description pamphlets be supplied, if available)
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item (s) quoted for, with the existing plant & machinery.
 - 8.1 Normal.
 - 8.2 Maximum.
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff.
 - 10.1 Details of technical supervisory staff-in-charge of production & quality control.
 - 10.2 Skilled labour employed.
 - 10.3 Unskilled labour employed.
 - 10.4 Maximum no. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of offer.
11. Whether stores are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, India? If so furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.
13. Are you a small scale unit, registered with the National Small Industries Corporation Limited, New Delhi, India? If so, furnish full particulars of registration, period of currency etc., with a copy of the certificate of registration.

Signature and seal of the Manufacturer

ANNEXURE-III

**PROFORMA FOR CLAUSE By CLAUSE COMPLIANCE OF
TECHNICAL SPECIFICATIONS**

The following are the particulars of clause by clause compliance of technical specifications.

CLAUSE	Compliance/deviation	REMARKS (Including justification)

Signature and seal of
The Manufacturer/ Tenderer

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

ANNEXURE -IV

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.dated.....

To

THE PRESIDENT OF INDIA,
Acting through, the Executive Director (Stores),
Research Designs & Standards Organisation,
Ministry of Railways, Manak Nagar,
Lucknow-226011 (UP) INDIA

Dear Sir,

Subject: Research Designs & Standards Organisation's Tender No.....
.....due for opening on.....

Weas established and reputable manufacturers of
.....having factories at.....and offices
at.....do hereby authorise M/s.....
.....(Name and address of Agents) to represent us, to bid, negotiate
and conclude the contract on our behalf with you against Tender No..... due
for opening on.....

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

Yours faithfully,
(NAME)
for & on behalf of M/s.....
(Name of Manufacturer)

Note: (i) This letter of authority should be on the Letter –Head of the Manufacturing Concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

ANNEXURE-V

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

Ref.....

Date.....

Bank Guarantee No.....

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Finance),

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

- (1). Against contract (or vide Advance Acceptance of the Tender) No.....dated.....covering supply of.....(hereinafter called the said 'contract') entered into between the President of India and.....(hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we,.....Bank Ltd., are holding in trust in favour of the President of India, the amount of(write the sum here in words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/ or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms 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 for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.....hereinafter called the said date and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us.....Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....Bank Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the President of India (Govt. of India).
- (3). It is fully understood that this guarantee is effective from the date of the said contract and that weBank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).

- (4). We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

- (5). WeBank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India (Govt. of India) against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we.....Bank Ltd. shall not be released from our liability under this guarantee by reasons 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 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 or Supplier.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

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

ANNEXURE-VI

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

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Finance),

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

Subject: Guarantee No.....for.....(Amount)covering
Machine (s) Serial No.....Supplied to Consignee(s).....

Reference: Contract No.....dated.....placed on M/s.....

- (1). Whereas M/sone of our constituents, (hereinafter called the "Sellers") have agreed to sell to you (hereinafter referred to as the "Government"),Nos. of.....(give description) as per contract No.....dated.....(hereinafter called "the said contract").
- (2). And whereas according to the terms of said contract, it has been stipulated that payment of 10% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a bank guarantee from a recognised Bank, acceptable to the Purchaser for 10% of the value of the said contract, valid for a period covering in full the Guarantee Period plus 90days 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% of the value of the said contract which you have agreed to accept.
- (4). That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of(Rs.....) representing 10% 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 the performance, observance or discharge of the guarantee contained in the said contract.
- (5). We agree that the decision of the government, whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be conclusive and binding on us.
- (6). Government shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.

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

The payment so made by us under this bond shall, be a valid discharge to 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 per cent of the value of the stores, shipped per Vessel.....vide Bill of Lading No..... dated..... or R/R 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 six months i.e. upto(date), hereinafter called the said the 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.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

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

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

1. <u>Suppliers Details:</u>	
A. Name of Firm:	
B. Name of contact person:	
C. Address:	
D. Contact No:	
E. E mail ID	
F. PAN Number	
G. TAN Number	
H. GST Number	
2. <u>Particulars of Bank account</u>	
A. Account Title:	
B. Name of the Bank:	
C. Name of the branch:	
Address:	
Telephone No:	
D. 11 digit IFSC Code:	
E. 9-Digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank:	
F. Type of the account (S.B., Current or Cash Credit):	
G. Account number (as appearing on the cheque book): (Please attach a blank cancelled cheque or photocopy of a cheque).	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)
Signature of authorized person of
the firm with stamp and date.

Date:

Certified that the particulars furnished above are correct as per our records.

Signature of the authorized Bank Manager with Stamp

Date:.....

ANNEXURE-VIII (A)

**DETAILS OF SHIPPING ARRANGEMENTS FOR LINER CARGOES IN RESPECT OF
CFR/CIF/PPP/F.O.R. CONTRACTS FOR IMPORTS**

(a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENKARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALINA PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member Lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (U.K.), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: 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 Shipping & Transport (TRANSCHART), New Delhi.

(b) SHIPMENTS FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

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. Indian 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 Shipping & Transport, 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 to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Shipping & Transport, (TRANSCHART), New Delhi.

(c) SHIPMENTS FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

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

amended up-to-date.

(ii) **IMPORTS FROM CZECHOSLOVAKIA**

Goods under this contract would be shipped by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement on co-operation in Shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up to date.

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box 246; Gdynia (Poland) - Telex: MAG, PL. 054301, Tel: 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104).

(d) **SHIPMENTS FROM RUSSIA & OTHER MEMBER COUNTRIES OF C.I.S.**

Shipment under this contract should be made in accordance with the Agreement between the Government of the Republic of India and the Government of the Russia & other member countries of C.I.S. on Merchant Shipping, by vessels of Indo-C.I.S. Shipping Service.

(e) **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 Attached (Commercial), Embassy of India in Japan, Tokyo, and the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi.

(f) **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 Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104).

(g) **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 the Sellers in consultation with M/s Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport(Chartering Wing), New Delhi (Cable : TRANSCART, NEW DELHI ; Telex : VAHAN ND - 2312, 2448 & 3104)

(h) 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 Fright 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 and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCART, NEW DELHI; Telex : VAHAN ND - 2312, 2448 & 3104).

(i) SHIPMENTS FROM ST. LAWRENCE AND EASTERN CANADIAN PORTS

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

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

If the Seller finds that the space in vessels of these Lines is not available for any particular consignment, he should inform the Shipping Co-ordination Officer, Ministry of Shipping & 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.

(j) SHIPMENTS FROM WEST COAST PORTS OF U.S.A., CANADA AND OTHERAREAS NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessel 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 Shipping & Transport, New Delhi (Cable : TRANSCART, NEW DELHI : Telex : VAHANND - 2312, 2448 & 3104) at least six weeks in advance of the required position.

2. BILLS OF LADING

(i) C.I.F./ CFR TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate "Shipper" and "Consignee" as under :-

SHIPPER : The C.I.F./CFR/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 bills 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. Moreover the name of the "Purchaser" and "Ultimate Consignee" should appear in the body of the Bills of Lading as the "Notify Part" 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 Shipping and 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 –VIII (B)**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 and Transport (Chartering Wing), New Delhi (Cable: TRANSSHART, NEW DELHI: Telex: VAHANND - 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 Sellers from time to time at least six weeks in advance of the required position for finalising the shipping arrangements

	Area	Forwarding Agents/Nominees
(a)	U.K. including Northern Ireland (also Eire), the North Continent of Europe (Germany, Holland Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports) and also Adriatic Ports.	M/s Schenker Deutschland AG Bel den Muehren 5 20457 Hamburg Germany Telephone No. +49 40 36135-351 Fax No : +49 40 36135-509 E-mail- kay.buedinger@schenker.com
(b)	U.S.A and Canada	M/s OPT, Overseas Project, Transport Inc., 46, Sellers Street, Kearny, N.J. 07032,USA Tel : 201/998-7771 Tel : 573-3586 Fax : 201/998-783
(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, Bombay - 400021 (Cable : SHIP INDIA BOMBAY) Telex : 31-2209 SCID IN Telephone: 232666, 232785.
(e)	Russia & other member countries of C.I.S.	The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN Telephone : 232666

(f)	Poland	The Secretaries, Indo-Polish Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR INDOPOL) Telex : 31-2209 SCID IN Telephone : 232666
(g)	Pakistan	The Mogul-Line Ltd., 16, Bank Street, Fort Bombay - 400023 (Cable : MOGUL BOMBAY) Telex : 011-4049 (MOGUL) Telephone : 252785
(h)	Other areas not specifically mentioned above	The Shipping Co-ordination Officer, Ministry of Shipping and Transport, (Chartering Wing), New Delhi. (Cable: TRANSCHART, NEW DELHI) Telex: VAHAN ND 2312, 2448& 3104

2. **BILLS OF LADING**

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

SHIPPER: The Government of India.

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

- Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping and Transport (Chartering Wing), Parivahan Bhawan, New Delhi after the Shipment of each consignment is effected.
- 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-IX**PROFORMA FOR INDICATING PARTICULARS OF CARGOS FOR WHICH SHIPPING SPACE IS REQUIRED TO BE ARRANGED BY THE SHIPPING CO-ORDINATION AND CHARTERING ORGANISATION OF THE MINISTRY OF SHIPPING**

S. No.	
Name of the supplier with telegraphic/postal address/Fax No.	
Name of the consignee with telegraphic/ postal address	
Description	
Quantity	
Cargo availability, whether shipload or parcel, if parcels, size of parcels	
Period over which shipment to be completed	
Loading Port	
Discharge Port	
Nature of contract, FOB or CFR	
Any special conditions in the contract relating to ship	

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), Ministry of Shipping, Transport Bhavan, New Delhi, India with a copy to the Executive Director, RDSO, Ministry of Railways, Lucknow, 226011, INDIA as soon as possible after the relevant contract is finalized.

ANNEXURE-X

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

Ref.....

Date.....

Bank Guarantee No.

To,
The PRESIDENT OF INDIA
Acting through the Executive Director/ Finance,
R.D.S.O., Ministry of Railways,
Manak Nagar,
Lucknow-226011

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 firms:

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

wish to participate in the said tender for the supply of

As a Bank Guarantee against Bid Guarantee for sum of of.....

..... (in words & figures) valid for(180+45) two
hundred twenty five days from.....

required to be submitted by the tenderer as a condition for the participation, this Bank hereby
guarantees and undertakes during the above said period of (180) one hundred and eighty
days to immediately pay, on demand by the Executive Director Finance R.D.S.O., Ministry of
Railways, Manak Nagar, Lucknow-226011, INDIA, in writing the amount
of.....

.....(in words & figures) to the said
Executive Director, Finance R.D.S.O., Ministry of Railways, Manak Nagar, Lucknow-226011
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 180 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.

This guarantee shall be irrevocable and shall remain valid up to 4.00 P.M. on if further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s..... on whose behalf this guarantee is issued.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)

Annexure – XI

(Refer Clause 0307 of Bid document Part-I Section-II)

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

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

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

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

Signature and Seal of the bidder

Annexure-XII
{Please refer clause 1401(G)}

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order {Clause 1401 (G)(I) of this document}.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order {Clause 1401 (G)(I) of this document}, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit, The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur'.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but also for procurement by State Governments and their agencies/public enterprises etc. No fresh registration at the State level shall be required.
- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.

[* Note:

- i. Registration granted by State Governments shall not be valid for procurement by the Government of India and their agencies/ public enterprises etc.]

Annexure-XIII

{Please refer clause 1401(G)(VII)}

Certificate for Compliance of OM of DoE (Ministry of Finance) dated 23.07.2020

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

[Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Signature and Seal of the bidder