

**GOVERNMENT OF INDIA
(BHARAT SARKAR)
MINISTRY OF RAILWAYS
(RAIL MANTRALAYA)
NORTH EASTERN RAILWAY,
GORAKHPUR
BID DOCUMENT
PART – B
(For e-Global Tenders)**



CONTENTS : SCHEDULE OF REQUIREMENTS

**PRINCIPAL CHIEF MATERIAL MANAGER
PCMM OFFICE,
NORTH EASTERN RAILWAY,
GORAKHPUR, U.P., India-273012**

SCHEDULE OF REQUIREMENTS

(See clauses 1.1 and 2.1 of “Instructions to Bidders”)

Tender No.	
Bids will be received upto 14.25 hours on	
Time for opening of Bids	Bids will be opened after closing time i.e. 14.25hrson
Tender Document Cost	Rs. or USD
Amount of bid guarantee to be furnished	2% of Bid value

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

1.0 Details of Requirements

SN	Description, Specification and PL No.	Quantity and unit
1	Description: xxxxxxxxxxxxxxxx Specification: yyyyyyyyyyyyyyy PL No.: zzzzzzzzz	Xxx yyy

2.0 Delivery Schedule: Delivery to commence as early as possible and to be completed in 45 days from the date of placement of order/opening of letter of credit. Where the delivery of the stores offered is to be made in a phased manner, the full details thereof should be given.

3.0 Consignee

3.1 Port Consignee - CMM (BI) Eastern Railway, Kolkata.

3.2 Ultimate consignee – XXXXXXXXXXXXXXXXXXXX

4.0 Eligibility Criteria: XXXXXXXXXXXXXXXXXXXX

5.0 Packing Instruction – Material to be supplied duly packed with seaworthy packing to withstand the transit risks.

6.0 Inspection - Inspection by Railway Advisor/Berlin, Embassy of India, Pohl-Str-20, D-10785, Berlin. (for Foreign Suppliers)

or

By M/s RİTES (for Indigenous Suppliers) at firms' premises or at the premises of Indian agents of OEMs before dispatch.

The bidders should indicate Address of firms' Works where inspection is to be carried out before dispatch.

7.0 Payment of Tender Document Cost - The bidders are not required to submit the cost of tender document for the tender document downloaded by the bidders.

8.0 It shall be the responsibility of the bidder to quote correct HSN number and corresponding GST rate. The bidders should note that

- (i) The offers shall be evaluated based on the the GST rate as quoted by each bidder and same will be used for determining the inter se ranking. While submitting offer, it shall be the responsibility of the bidder to ensure that they quote correct GST rate and HSN number.
- (ii) Purchaser shall not be responsible for any misclassification of HSN number or incorrect GST rate if quoted by the bidder.
- (iii) Wherever the successful bidder invoices the goods at GST rate or HSN number which is different from that incorporated in the Purchase Order, Payment shall be made tax per GST rate which is lower of the GST rate incorporated in the Purchase Order or billed.
- (iv) Vendor is informed that She/he would be required to adjust her/his basic price to the extent required by higher tax billed as per invoice to match the all inclusive price as mentioned in the Purchase Order.
- (v) Any amendment to GST rate or HSN number in the contract shall be as per the contractual condition and statutory amendments in the quoted GST rate and HSN number, under SVC.
- (vi) In case the successful tenderer is not liable to be registered under CGST/IGST/UTGST/SGST act, the railway shall deduct the applicable GST from His/their bills under reverse charge mechanism(RCM) and deposit the same to the concerned tax authority.

9.0 Firm should maintain their Banker's Name, Address and Account number in their profile on the website www.ireps.gov.in.

10.0 Quantity Option clause :

Please refer Para 2.10 of Part-A of Bid Document Version 33

11.0 Please ensure wherever specified in the Drg./Specification, the components are properly marked by company's Monogram for identification of manufacturer while in use.

12.0 Indian Agent while quoting on behalf of foreign principals is required to furnish the Principal's performa invoice. In absence of the same their offers are liable to be ignored.

13.0 Bids are liable to be rejected if they are not open for acceptance for a minimum period of 180 days from the due date of opening of bids or Bid Guarantee is not valid for 225 days.

14.0 Evaluation of offers: offers will be evaluated item-wise for inter-se ranking.

15.0 Important Clauses:

15.1 Bidders are requested to go through the tender documents carefully. References of some of the important clauses is as under-

- i. Qualifying Requirements of Bidders
- ii. Bid Guarantee
- iii. Evaluation of Bids
- iv. Payment terms
- v. Warranty terms

15.2 Bids will be rejected if:

Please refer Para 2.9 of Part-A of Bid Document Version 33

16.0 Bid document Part-I, Part-II and corrigendum issued, if any, including instructions to the bidders, General conditions of contracts, Drawings. Specifications etc. shall form part of the contract. In case of any contradiction, conditions mentioned in this document i.e. Bid Document Part-II shall prevail.

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**MINISTRY OF RAILWAYS
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GORAKHPUR**

**BID DOCUMENT
PART – B
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**PRINCIPAL CHIEF MATERIAL MANAGER
PCMM OFFICE,
NORTH EASTERN RAILWAY,
GORAKHPUR, U.P., India-273012**

DOCUMENT CONTROL PAGE

REVISION HISTORY

SR NO.	VERSION NO.		RELEASE DATE	SECTION / PAGE NOS. CHANGED / MODIFIED	DETAILS OF CHANGES / MODIFICATIONS
	FROM	To			
1	VER 1.0	INITIAL ISSUE		--	INITIAL ISSUE

SECTION-I

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1.0 GENERAL INSTRUCTIONS

- 1.1** On behalf of the President of India, the Principal Chief Material Manager, North Eastern Railway, Gorakhpur-273012, Uttar Pradesh, INDIA (hereinafter referred to as the Purchaser), invites e-Bids from manufacturers or other bidders authorized by manufacturers for the supply of items indicated in the Bid Document Part II (Schedule of Requirements).
- 1.2** Bids in the prescribed e-tender form, available on the Indian Railways' e-Procurement website www.ireps.gov.in, should be submitted before closing date and time. Manual bids through any means such as Fax / email, Post, Courier etc. shall not be considered and will be summarily rejected.
- 1.3** All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.

2.0 TECHNICAL INFORMATION

- 2.1** Specifications indicated in the "Schedule of Requirements" form part of 'Tender Documents'. The same may be obtained on payment from the following:

(i) Indian Railway Standard Specifications from:

- (a) The Controller of Publications, Civil Lines, Delhi-110054, INDIA.
- (b) Office of the High Commissioner for India, Publication Branch, India-House, Aldwych, London-WC.

(ii) Indian Standards Specifications from:

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

(iii) Particular Specifications, Drawings and details from:

Director General,
Research Designs and Standards Organization (RDSO),
Manak Nagar, Lucknow-226011, INDIA.

(iv) Office of the XXXXXXXXXXXXXXXX

North Eastern Railway, Gorakhpur-273012

- 2.2** The offers should be in accordance with the stipulated drawings and specifications as specified in "Schedule of Requirements".
- 2.2.1** The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the tendered specifications. Copy of the alternative specifications offered should be uploaded while submitting online bids. However, the decision of the Purchaser in this regard shall be final.

3.0 QUALIFYING REQUIREMENTS OF BIDDERS

- 3.1 The qualifying criteria governing this BID INVITATION shall be as per the specification, indicated in Schedule of Requirement (if any). The bidder shall provide a satisfactory evidence acceptable to the Purchaser to show that Bidder:
- i. is a licensed manufacturer who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
 - ii. has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report i.e. Annual financial statements (Balance sheet, profit & loss account etc.) for the last 3 years from a recognized bank or a financial institution.
 - iii. has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
 - iv. has an established quality control system and organization to ensure that there is adequate control at all stages of all manufacturing process.
- 3.2 For the purpose of clause 3.1 above, the bidder should additionally submit:
- i. a performance statement as in Annexure-1, giving a list of major supplies, effected in the recent past, of the items offered giving details of the Purchaser's name and address, Order No. and date and the quantity supplied and whether the supply was made within the delivery schedule;
 - ii. a statement indicating details of equipments, employees and quality control measures adopted as in Annexure-2.
- 3.3 In addition to the above, further information regarding Bidder capacity/capability, if required by the Purchaser shall be promptly furnished by the bidder.

4.0 AGENTS AND SERVICE FACILITIES IN INDIA - AGENCY COMMISSION

Please refer Para 3.7 (Pg. 57) of Bid Document Version 33

- 4.1 Foreign bidders who quote directly against the Bid invitation but take the services of an Indian Agent should indicate in their offer the name and address of their Indian Agents or the representatives they have for servicing in India.
- 4.2 Bidders should quote in net CFR prices exclusive of the amount of Agency Commission/remuneration payable to the Indian Agents. Foreign bidders should note that any other basis of quoting the prices except CFR shall not be accepted and such offers are liable to be rejected
- 4.3 It should be understood that the purchaser will make direct payment of such commission to the Indian Agents in respect of a contract arising out of invitation to Bid, where the Indian Agents' remuneration/commission covers a part of the contract price.
- 4.4 The amount of agency commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the bidder (i.e. the foreign principal) and the Indian agent. A certified photocopy of the Agency Commission agreement must be submitted along with the offer
- 4.5 Bidders are required to furnish following details:
- i. The name and address of Indian 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.
- iv. The mutual interest which the manufacturer/ principal and the Indian Agents have in the business of each other.
- v. Any payment which the Agent receives 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. All services to be rendered by the Agents whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
- vii. Past performance.

- 4.6 **Enlistment of Indian Agents:** The Indian agents should submit self attested documentary evidence about their identity such as PAN,AADHAR,PASSPORT etc and address proof along with their offer.
- 4.7 In the case of Bids in foreign currencies, the Agency Commission payable to Indian Agents shall be indicated in terms of percentage of FOB value in the specified column of Financial Bid. However, Agency Commission finally payable to Indian Agents under the contract will be paid in non-convertible Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of opening of Tender after successful completion of the contract i.e. receipt and accountal of materials by the ultimate consignee.
- 4.8 Either the Indian agent on behalf the Principal/OEM or Principal/OEM themselves can participate in bidding against a tender but both cannot bid simultaneously for the same item/product in the same tender. In such situation both the bids will be rejected.
- 4.9 If an agent submits bid on behalf of the Principal OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In such situation all such bids will be rejected.
- 4.10 The agent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/Principal /Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.
- 4.11 The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s. (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealings with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

- 4.12 In case Indian agent quotes as a bidder (in Indian Rupee) on behalf of the foreign principal, then they have to submit the proforma invoice from their principal along with their offer. Further, in event of finalization of contract on them, they will have to submit a copy of Bill of Entry and Bill of Lading/ AWB as the case may be along with the bills submitted by them for claiming the payment.

5.0 EARNEST MONEY/ BID GUARANTEE

(Please refer to para 1.18 of bid document ver. 33)

6.0 LAST DATE OF RECEIPT OF THE e-BIDS

Offers can be submitted on the website www.ireps.gov.in upto specified closing date and time. After expiry of closing time, the bidding process shall be closed. Bidders are advised in their own interest to submit their offers well in advance to avoid last moment technical glitches, if any.

7.0 SUBMISSION OF e-BIDS (OFFERS)

Bids, against e-tenders, can only be submitted by authorized users having valid user ID (registered on the website www.ireps.gov.in), Password and Digital Signature Certificate on behalf of the bidder. Bid submission is generally divided in two parts i.e. Techno-commercial Offer (Bid) and Financial Offer (Bid). After submission of Tender Document Cost, if prompted, Techno-commercial bids are required to be submitted before proceeding for submission of Financial Bids. The form for Techno-Commercial Bid is further divided in sections e.g. Eligibility Criteria, Terms and Conditions, Technical Deviations, Commercial Deviations, Check list and Special Conditions, Attach Documents etc. Sections (TABs) marked with red asterisks (*) are mandatory to fill, sign and submit. After submission of all mandatory section of Techno-commercial bid, users can submit Financial Bids. Bid submission process depends on the type of tender, rate page and bidding system. For more details and latest updates, vendors are advised to visit IREPS website www.ireps.gov.in and go through the relevant user manual and other material available there.

7.1 Submission of Techno-commercial Bids:

Techno-commercial bidding is divided in following sections:

- 7.1.1 **Compliance to Eligibility Criteria:** This is the first Section of Techno-commercial Bid and submission of this section is mandatory. Vendors are advised to respond to eligibility criteria carefully by selecting 'YES' or 'NO'. In case of a "No" they must fill reasons for not agreeing with the particular

Eligibility Criteria.

- 7.1.2 **Filling Terms and Conditions:** This is also mandatory section. This section contains Offer Validity (No. of days), Inspection, Delivery Schedule, Payment terms etc. Option has been provided to copy Tendered Conditions into Offered Conditions, bidders can copy, edit or modify these conditions carefully.
- 7.1.3 **Attaching Documents with the offer:** This section is optional. bidders can attach required Documents related to Payment of Tender Document Cost, EMD, past performance, their credentials etc. Only PDF documents, upto a specified size limit, are allowed to be uploaded. Bidders are advised to keep the documents small and bare minimum.
- 7.1.4 **Commercial Deviations:** This section is mandatory, bidders can specify clause wise deviations to the commercial terms mentioned in the Bid Document Part – I, Part - II or any other document(s) attached with the tender. In case of 'No Deviation', bidders should tick the check box provided for the purpose.
- 7.1.5 **Technical Deviations:** This section is mandatory; bidders can specify clause wise deviations to the technical terms mentioned in the Technical Specifications attached with the tender. In case of 'No Deviation', bidders should tick the check box provided for the purpose.
- 7.1.6 **Technical Specification:** This section becomes mandatory only if some Technical Specification clauses have been entered by the Tender Inviting Authority otherwise it remains de-activated. Bidders have to confirm compliance against each clause of the Technical Specification.
- 7.1.7 **Compliance to Special conditions/Checklist for Vendor:** This section is mandatory, bidders are advised to fill compliance to "Special conditions / Checklist" with each offer by specifically stating "yes" or "No" against each special condition/Checklist and in case of a "No", they must fill reason for not agreeing with that special condition/Checklist in the 'Remarks' column provided therein.
- 7.2 **Filling up Financial Rate Page:** Bidders can submit Financial Bid only after submitting all the mandatory sections of techno-commercial bid. Bidders will require to submit all the mandatory columns in the Financial Bid with ED, Cess on ED as NIL. It may also be noted that financial terms (such as discount etc.) should not be mentioned in Remarks column, it will not be considered for ranking purpose. On click of 'Submit Offer' button, Financial Terms are encrypted and the user is asked to apply his Digital Signatures. On successful submission of Data, a Bid ID along with Date / time of submission of the bid is displayed on the screen, bidders are advised to preserve this Bid ID for future reference, if any. Format and functionality in Financial Rate page may be different for different type of tenders, in case of any doubt or difficulty; bidders are Bid Document Part-I for e-Global tenders Ver 1.0 Page 13 of 56 advised to refer the relevant user manuals or consult

IREPS helpdesk or concerned Railway officials. However, main features of Financial Bid Page for Global Tenders are described below.

7.2.1 After submission of all mandatory sections of Techno-commercial Bid and click of tab “Fin. Offer”, list of items is displayed and against each item, there are two links viz. “Indigenous Offer” and “Foreign Currency Offer”. Evaluation Criteria is also displayed in the bottom. The Financial Bids, against an item can be submitted either in Indian Rupees or in any Foreign Currency. Bids, against different items can be in different currencies.

7.2.2 **Financial Bids in Indian Rupees:** Bidding in Indian Currency is similar to normal supply tenders. The bidders have to click on “Indigenous Offer” link and enter following details:

- i. File reference Number – This is for bidders’ reference only.
- ii. Basic Rates –
- iii. Unconditional Discount on Basic Rates, if any
- iv. Packing Charges per unit on Basic Rates – in percentage
- v. Forwarding Charges per unit – In lump sum Rupees per unit.
- vi. GST- As applicable in percentage.
- vii. DELETED
- viii. DELETED
- ix. Other Charges Type (if any) – Any additional charges other than specified above-
- x. Other Charges amount – In lump sum rupees per unit, these charges are added in total of i. to viii above.
- xi. Mode of Dispatch – Mode of dispatch may be Rail (Parcel)/ Rail (Goods)/ Post Parcel / Courier / Road
- xii. Delivery Terms – upto Destination only
- xiii. Quantity Offered – Full tendered quantity for all the ultimate consignees should be offered otherwise the offer will not be treated in ranking and placed in Miscellaneous Offers section.
- xiv. DELETED
- xv. Freight – Vendors can quote per unit freight charges.

7.2.3 **Financial Bidding in Foreign Currency:** Bidders have to select “Foreign Currency Offer” and enter following details:

- i. File reference Number – This is for bidders’ reference only.
- ii. Select desired Currency from the drop down
- iii. Select desired Country of Origin from the drop down
- iv. Enter Port of Shipment
- v. Select Mode of Shipment (e.g. Air, Sea etc.) from the drop down

- vi. Select Basis of the Offer i.e., CFR(C&F)
- vii. Enter FOB Price per Unit (Exclusive of Agency Commission)
- viii. Enter Agency Commission (%) on FOB / FCA price.
- ix. Enter Gross weight per Unit (in KGs)
- x. Enter Consignment Details such as dimensions, weight etc.
- xi. Enter Remarks, if any. Please do not enter any financial / commercial terms in remarks column as such terms entered in remarks column will not be considered for ranking purpose.
- xii. Enter Offered Quantity for all the Port consignees. Please note that offers with part quantity will not be considered in ranking and will be placed in Miscellaneous Section, tender accepting authority may or may not consider such offers.
- xiii. Enter Freight – this column is mandatory for CFR(C&F) and CIF offers and remains disabled for FOB offers.
- xiv. Enter Insurance charges – This column is mandatory for CIF offers otherwise remains disabled.

7.3 Any individual(s) digitally signing the BID or other documents connected therewith should specify whether he is signing:

- i. as sole proprietor of the concern or as an attorney of the sole proprietor,
- ii. as a partner or partners of the firm;
- iii. as a Director, Manager or Secretary in the case of a Limited Company duly authorized by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- iv. as an authorized person of the firm duly authorized on firm's letter head with the name and designation of the signatory (duly stamped).

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

7.5 Offers are required from the actual manufacturers of the stores or authorized agent of foreign firms who should submit a tender specific letter of authority from their Principals/Manufacturer as in Annexure-4. Offers from brokers and middlemen shall not be accepted.

8.0 **LOCAL CONDITIONS**

It will be imperative on each bidder to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign bidder should familiarize him-self with the applicable Income Tax Act, the Companies Act, the Customs Act and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the bidder

regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the BID is submitted to the Purchaser.

9.0 PRICE BASIS AND INDEMNITY

9.1 Foreign Bidders should quote in net CFR prices exclusive of the amount of Agency Commission/remuneration payable to the Indian Agents. **Foreign bidders should note that any other basis of quoting the prices except CFR shall not be accepted and such offers are liable to be rejected**

9.2 The terms FOB, CFR (C&F), CIF etc. shall be as defined in the current edition of International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.

9.3 The prices should be quoted only in one currency and should be either in US Dollars or in a freely convertible currency. However the portion of the bid price relating to components of Indian origin to be incorporated in the stores and/or supply shall be stated in Indian Rupees.

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

9.5 The prices quoted and ocean freight shall be firm and not subject to any variation. and no variation will be allowed on this account after the opening of tenders.

9.6 Quoted Rates should be made only for units specified in the "Schedule of Requirements".

9.7 Bidders submitting indigenous offers shall quote "Free at destination" Price, which shall include GST leviable on the final finished supplies tendered for, handling, Freight & Other charges. A complete break-up showing the ex-factory price, GST, incidentals and handling charges, freight and insurance charges, if any, shall also be given. However, the Purchaser reserves the right to place the order on Free at (Free on Rail) destination or Free at (Free on Rail) station of dispatch basis. In case the contract is placed on the basis of F.O.R station of dispatch, the supplier shall book the goods by rail/road; freight prepaid and get reimbursement of the freight element from the Purchaser as per actual rail freight or the quoted amount whichever is less. The freight element will be paid along with 90% bill for the cost of the stores.

9.8 Statutory Duties shall be reimbursed against documentary evidence as per actual as applicable during the currency of the contract.

9.8.1 DELETED

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

9.8.3 INPUT TAX CREDIT under GST scheme

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(please refer Para 2.22 in Bid Document)*

10.0 INSURANCE

10.1 In the case of CFR offers, insurance shall be arranged by the Purchaser.

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

11.0 EVALUATION OF THE BIDS

11.1 The e-bids received would be evaluated on the basis all inclusive destination price (destination mentioned in the Schedule of Requirements).

For Bids in foreign currencies, to facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies as payable, to Indian Rupees at the B.C. selling exchange rate established by the State Bank of India as on the date of the Bid Opening. All other duties such as Custom Duty etc. prevailing on the date of bid opening shall be loaded/ considered for arriving at inter-se ranking of bids.

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

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

11.4 BASIS OF THE EVALUATION OF BIDS

11.4.1 The Bids received would be evaluated on the basis of either:

a) Free at Destination price quoted on the Lines indicated in clause 9.8 above.

OR

b) Deleted

OR

c) Quoted CFR prices plus insurance charges as per Indian Railway's marine insurance policy, applicable Customs Duty, inland freight, clearance and handing charges and inland freight up to destination plus LC opening charges.

OR

- d) For partly imported and partly indigenous assembled/manufactured items, Free at destination price quoted for indigenous components on the lines indicated in clause 9.8 plus evaluated price up to destination for imported components as per (b) & (c) above.

Purchaser reserves the right to adopt any of the above options.

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

The terms FOB, FCA and CFR shall be defined in accordance with 'INCOTERMS'

11.4.2 The following components would be added to CFR price converted to Indian Rupees as stated in clause 11.1 (including ocean freight and excluding agency commission) to calculate the landed destination price of a foreign currency bid:-

- (i) Insurance charges as per Indian Railway's open cover Marine Insurance policy.
- (ii) 1% Port handling charges on calculated CIF value.
- (iii) Applicable Custom Duty on assessable value (i.e. CIF cost + Port handling charges).
- (iv) LC opening charges.
- (v) Agency commission, if any.
- (vi) Inland freight from the port of clearance to XXXXXXXXXX.
- (vii) Other charges as leviable and as required in terms of tender conditions (Viz. Training, installation & commissioning charges etc. as quoted, if any).

11.5 deleted

11.6 In case there is more than one item in a tender, each item will be separately evaluated as above unless otherwise stated in Bid Document Part-II (Schedule of Requirements).

12.0 ACCEPTANCE OF BIDS

12.1 The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.

12.2 Acceptance of tender will be communicated either by FAX / email/Letter direct to the bidder or through his authorized agents. In case where acceptance is indicated by FAX / email, the letter of acceptance of tender will be delivered by post to the contractor as soon as possible, but the FAX/email communication shall be deemed to conclude the contract.

12.3 The submission of any offer connected with these specifications and documents shall constitute an agreement that the bidder shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the Purchaser.

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

13.0 EFFECTS AND VALIDITY OF OFFER

- 13.1 The offer shall be kept valid for acceptance for a minimum period of one hundred and eighty (180) calendar days from the date set for opening of tenders.
- 13.2 The purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (or by FAX / email). If the bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended.

14.0 SHIPPING ARRANGEMENTS

In the event of an order being placed on CFR basis, the contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping and Transport, New Delhi, INDIA. The Purchaser will, however, in accordance with the option clause, have the right to change over the contract to FOB basis, if considered necessary, after giving one month's notice to the contracting firm. Shipping arrangements in the case of FOB contracts shall be made by the Shipping Co-ordination and Chartering Division/Shipping Coordination Officer, Ministry of Shipping and Transport, New Delhi, INDIA, in accordance with details given in Annexure-5. Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail (as per Annexure-6) to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Shipping and Transport, Govt. of India, New Delhi, INDIA, as soon as possible after the relevant contract is finalized.

15.0 IMPORT LICENCE (IN CASE OF INDIGENOUS BIDDERS)

The successful bidders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary. However, purchaser will have no responsibility what so ever may be in this regard.

16.0 INDEMNITY BOND-THE LIABILITY OF INDIAN AGENT TO INDEMNIFY ANY LOSSES TO THE PURCHASER

In case the material supplied by the foreign principal is found to be defective or substandard, the Indian agent shall be liable to compensate any losses to the purchaser on this account. Any change in the relationship of the Indian agent and their foreign principal shall not be a bar for the purchaser to claim the losses from the Indian agent on above mentioned account. A separate undertaking along with an indemnity bond shall be submitted by the Indian agent along with their offer.

SECTION -II

GENERAL CONDITIONS OF CONTRACT

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GENERAL CONDITIONS OF CONTRACT FOR IMPORT

1.0 DEFINITIONS:

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

- (i) "The Purchaser" means the President of India, acting through the Principal Chief Material Manager, North Eastern Railway, Gorakhpur-273012, Uttar Pradesh, India, unless the context otherwise provides.
- (ii) "The Inspecting Officer" means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and the Deputies of the Inspecting Officer so nominated.
- (iii) "The Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
- (iv) "Contract" means and includes the bid invitation, instructions to bidders, general conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the contractor including all attachments and Appendices thereto and all documents incorporated by reference therein and also includes a repeal order, which has been accepted or acted upon by the contractor and a formal agreement, if executed.
- (v) "Stores" means the goods specified in the "Schedule of Requirements" and included in the contract which the Contractor has agreed to supply under the contract.
- (vi) "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;

2.0 EXECUTION

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

3.0 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING CONTRACT

3.1 **Risk in the Stores:** The contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituents part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the contractor until their actual

delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of tender, until their delivery to a person specified in the "Schedule of Requirements", as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the inspector are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee, or the interim consignee, as the case may be. The contractor alone shall be entitled and responsible to make claim against Railway Administration or any other carrier in respect of non-delivery, short-delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such by carrier the contractor for transmission to the consignee or the interim consignee as the case may be.

3.2 Consignee's Right of Rejection:

- (i) Notwithstanding any approval which the Inspector may have given in respect of the Stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the 'Contractor or the Inspector or under the direction of the Inspector) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 days after actual delivery thereof to him at the place or destination specified in the schedule, if such stores or part/portion of consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise how-so-ever.
- (ii) Provided that where, under the terms of the 'contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part/portion of consignment thereof upon their actual delivery to him at the destination, if they are not in all respects in conformity with the terms and conditions of contract, except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
- (iii) The provisions contained in the clause-21 relating to the removal of stores rejected by the Inspector shall, *mutatis mutandis*, apply to stores rejected by the consignee as herein provided;

4.0 INDEMNITY

The contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said work for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of a patent registered or trade mark being made against the Purchaser, he shall notify the contractor of the same and the contractor shall at his own expense,

conduct negotiations for settlement or conduct any litigation that may arise there from.

5.0 PRICES

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

6.0 TRANSFER AND SUBLETTING

The contractor shall not sublet (otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

7.0 DRAWINGS

If any dimensions figuring upon a drawing differ from those obtained by scaling the drawings, the figured dimensions shall be taken as correct. When tenders are called for in accordance with the drawing/specification, the Contractor's tender 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.

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

8.0 ALTERATIONS

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

9.0 PROGRESS REPORT:

The contractor shall render such reports concerning the progress of the contract and in such form as may be called for by the Purchaser or his nominee. The submission and acceptance of these reports shall not prejudice the right of the Purchaser in any manner.

10.0 DELIVERY- INVOICES AND FREIGHT Delivery FOB

- 10.1 The stores shall be delivered by the contractor Free On Board such vessels in such port or ports named in the Letter of Acceptance / Contract, as the Purchaser or his nominee may require.
- 10.2 Such number of inspection certificates, advice notices, packing counts and invoices, as may be required by the Purchaser or his nominee, shall be furnished by the contractor at his own cost.
- 10.3 Freight for the conveyance of the stores or any part thereof will be engaged by the Purchaser or his nominee, who will give due notice to the contractor when 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 dead and extra freight demurrage or vessels and any other charges incurred by the Purchaser what-so-ever.

Delivery CFR

- 10.4 "For CFR delivery" the stores shall be delivered free of expense to the Purchaser on Board the vessels with ocean transportation to named Indian Port, including any charges for unloading etc. till the cargo is safely delivered to the Port Consignee, at the said Port.
- 10.5 The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditure by way of extra insurance etc., if incurred, for use of non-classified/over aged vessel, shall be on seller's account.

11.0 DELIVERY PERIOD

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. The Purchaser attaches the utmost importance to timely deliveries and requests the manufacturers to take note of the liquidated damages as are applicable in case of delays in supplies.

12.0 LIQUIDATED DAMAGES:

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

the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.

13.0 SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR FOB CONTRACT

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

- (a) The Purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the contractor has failed to ship within the period fixed for delivery after the inspection and a passing of the stores.
- (b) The Purchaser retains the right to recover any additional expenditures which may arise on account of variation in exchange rates, Custom Duty, Freight, insurance charges etc. directly relatable to the delay in shipping of the stores.

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

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

15.0 PERFORMANCE GUARANTEE BOND:

After Letter of Acceptance is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (Annexure-7) from a Nationalized Indian Bank or Scheduled Commercial Bank in India within 15 days from the issue of the Letter of Acceptance to the Contractor for an amount equivalent to 10% of the value of the contract and in the currency of contract price. In the case of foreign contracts, the 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 Reserve Bank of India/State Bank of India or by any Nationalized Indian Bank. The expenses to be incurred for the counter signature shall be borne by the Contractor.

On the Performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the Contractor without any interest. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the contractor beyond the period provided above and Bond is accepted by the Purchaser, liquidated damages, as provided in clause 12 for the period of delay in submission of the Bond, may be levied. The Performance Guarantee bond will be submitted through the issuing bank directly to the purchaser.

Guarantee Bonds should be in any one of these forms viz. Deposit Receipt, Pay orders, Demand Drafts, Guarantee Bonds issued by Nationalized or Scheduled Commercial Banks, Bonds of Indian Railways Finance Corporation and KRCL Bonds, Government Securities and a deposit in the Post Office Saving Bank. Pay Orders/Demand Drafts should be made in favour of FA&CAO/North Eastern Railway/Gorakhpur- 273012.

- 15.1** The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the contract and shall in the first instance be valid up to twelve months after the date of last shipment/delivery of the goods contracted to be purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non judicial stamp paper of appropriate value must reach the purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
- 15.2** 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 twelve months beyond the extended delivery date.
- 15.3** This Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1899 for adequacy of the Stamp Duty, by the contractor.

16.0 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.

17.0 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 for the rules made there under. The following marking of the materials is required:

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

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

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

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

18.0 PACKING

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

18.2 The specification of the packing proposed shall be indicated separately if required.

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

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

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

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

19.0 INSPECTION

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

19.2 Facilities for Test and Examination

- (i) The contractor shall provide, without extra charge, all materials, equipment, tools labour and assistance of every kind which the Purchaser or his nominee may consider necessary for any tests and examinations, which he or his nominee shall

required to be made on the contractor's premises and shall pay all costs attendant thereon.

- (ii) The contractor shall also provide and deliver free of charge, at such places as the Purchaser or his nominee may nominate such material as he or his nominee may require for test by chemical analysis or independent testing machines. The cost of any such tests will be defrayed by the purchaser unless it is stated in the specification that it is to be paid by the contractor.

19.3 Notification of Result of Inspection

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

19.4 Certification of Inspection and Approval:

- (i) No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.
- (ii) It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to the Government of Indian 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 in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed."

19.5 The contractor shall also satisfy the Inspector that adequate provision has been made:

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

20.0 INSPECTING OFFICER – POWER OF REJECTION:

20.1 The Inspecting Officer shall have the power:-

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

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

21.0 CONSEQUENCES OF REJECTION:

- 21.1 Rejection of Stores:** If the stores being rejected by the inspecting officer or by the consignee at the destination, the purchaser shall be at liberty to request the contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of issue of rejection letter and the contractor shall bear all the cost of such replacement, including freight, if any.

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

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

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

22.0 ACCEPTANCE OF STORES DESPATCHED AFTER EXPIRY OF DELIVERY PERIOD

- 22.1** In cases where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause-20 of General Conditions of Contract was not given by the contractor, the Purchaser reserves the right to cancel the order for the balance quantity, at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found

acceptable after carrying out the inspection, the Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

- 22.1.1 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.
- 22.1.2 That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, Freight Charges, foreign exchange variation or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender shall be admissible on such of the said stores as are delivered after said date.
- 22.1.3 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.
- 22.1.4 But nevertheless the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, Excise Duty, Sales Tax or on account of any other ground which takes place after the expiry of the above mentioned date namely the delivery date stipulated in the contract. The contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.
- 22.2 The contractor shall not dispatch the stores till such time an extension in terms of clause 22.1 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 mentioned in clause 22.1 above.
- 22.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period, the same would be subject to conditions mentioned in clause 22.1 above.

23.0 EXPORT LICENSE

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

24.0 ARBITRATION:

- 24.1 (a) **For Domestic Bidders:** In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Bidders' or in connection with this contract (except as to any matters the decision of which is specifically provided by these Conditions or 'Instructions to Bidders' or the Special Conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the Arbitrator, by The General Manager, North Eastern Railway, Gorakhpur, -273012, U.P. ,

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:** In the event of any dispute or difference arising between the parties hereto relating to any matter arising out of or connected with this agreement, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the contractor or in the case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference. In case, the two appointed arbitrators fail to agree on the appointment of umpire within 30 days from the date of their appointment, the appointment shall be made, upon request of a party, by the Chief Justice of India or any person or institution designated by him, which shall be final and binding on the parties. Subject as aforesaid, the Indian Arbitration Act, 1996 the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.

- 24.2** 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.
- 24.3** The arbitrator may from time to time, with the consent of all the parties to the contract enlarge, the time for making the award.
- 24.4** Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.
- 24.5** Subject as aforesaid, the Arbitration Act—1996 and the rules there under and any statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.
- 24.6** Supply as per contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the Purchaser shall be withheld on account of such proceedings.
- 24.7** The venue of arbitration shall be the place from which the acceptance note is issued, or such other place as the arbitrator at his discretion may determine.
- 24.8** In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is, for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

25.0 LAWS GOVERNING THE CONTRACT:

- 25.1** This contract shall be governed by the laws of India for the time being in force.
- 25.2** Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place in India from where the contract has been issued.

25.3 Jurisdiction of Courts: The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

26.0 HEADINGS:

The headings of conditions hereto shall not affect the interpretation or construction thereof.

27.0 SECRECY

27.1 The contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.

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

27.3 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and take penal action.

28.0 PAYMENT TERMS

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

28.1 For Foreign Supplies:

Payment to foreign supplier shall be made through irrevocable and unconfirmed 'letter of credit'. All charges of Letter of Credit, levied by Foreign Bankers shall be borne by the contractor.

- a) 90% payment on proof of inspection and shipment and receipt of shipping documents as specified under:
 - i) Two copies of negotiable cum original bill of lading.
 - ii) Signed certified commercial invoice showing the description, quantity and price of stores shipped together with the number, weight and volume of such packages shipped.
 - iii) Certificate that the amounts claimed are correct in terms of the contract.
 - iv) A copy of Contractor's letter addressed to the Insurer and port consignee advising the closing/shipping particulars to enable insurer to insure this shipment.
 - v) Inspection Certificate issued by the Inspecting Officer.
 - vi) Certificate for country of origin.
 - 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.

- b) Balance 10% payment will be made within 90 days of receipt of goods at destination and grant of receipt note and on furnishing a bank guarantee as per Annexure-8 fully indemnifying the purchaser against all losses incurred by the purchaser during the warrantee period stipulated in warranty clause (clause 33 of General Conditions of Contract).

28.2 For indigenous supplies:

- a) 90% payment on proof of inspection and receipted challan along with documents as specified.
- b) Balance 10% payment within 90 days of receipt of supplies at destination station and grant of receipt note & on furnishing a bank guarantee as per Annexure-8 fully indemnifying the purchaser against all losses incurred by the purchaser during the warrantee period stipulated in warranty clause (clause 33 of General Conditions of Contract)..

29.0 DEDUCTIONS

Payment as in clause 28.1 and 28.2 above shall be subject to deduction of any amounts for which the contractor is liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.

30.0 PAYMENT PROCEDURE

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

31.0 SOURCE OF FINANCING AND PAYMENT

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

In case the contract is covered by financing from a bilateral or multilateral source, the payment shall be governed by the terms & conditions applicable in the relevant credit/loan agreement.

32.0 CORRUPTION AND PAYMENT OF COMMISSION

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

33.0 WARRANTY:

- 33.1 The contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specifications and samples if any, and shall if operable, operate properly.
- 33.2 This warranty shall survive inspection of, payment for and acceptance of the goods, but shall expire 48 (Forty Eight) months after the delivery at ultimate destination in India or 36 (Thirty Six) months from the date of placement in service, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the contractor within 3 (Three) months of expiry of such date. Any approval of acceptance by purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.
- 33.3 The contractor's liability in respect of any complaints defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective parts only to the extent that such replacement or repair are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of contractor within 3 (Three) months of their being first discovered during the guarantee period of 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.
- 33.4 The contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of Purchaser, the contractor shall pay to Purchaser value thereof at the contract price or in the absence of such price, at price decided by the Purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.
- 33.5 All replacement and repair that the Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (Two) months, promptly and satisfactorily.
- 33.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Customs and other duties as applicable".
- 33.7 If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.
- 33.8 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the contractor, so as to affect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.
- 33.9 The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

34.0 QUANTITY DISTRIBUTION

(refer para 2.12)

35.0 PREFRENTIAL PURCHASE POLICY FOR MICRO AND SMALL ENTERPRISES

(Please refer Para 2.24 of Part A)

36.0 GENERAL

- 36.1 Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding clauses, are completely and correctly fulfilled.
- 36.2 Bids which are not complete in all respects as stipulated above may be summarily rejected.

SECTION - III

ANNEXURES

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Annexure- 1

PROFORMA FOR PERFORMANCE STATEMENT

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

Name of the firm.....

S.N o.	Order placed by (Full address of Purchas er	Ord er No. and date	Descripti on and quantity of stores ordered	Valu e of ord er	Date completion of delivery		Remark s indicati ng reason s for late delivery , if any	Contact details of purchas er eg. Phone/f ax number , email address etc
					As per contra ct	Actu al		

Signature and seal of
Manufacturer/Bidder

Note: A certificate from the users should preferably be attached to indicate that the contract was satisfactorily performed.

ANNEXURE—2

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

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

Name of the Firm

(Note All details required only for the items tendered)

1. Name & full address of the firm
2. Telephone & Telex No. Office/Factory/Works
3. Telegraphic address
4. Location of the manufacturing factory
5. Details of Industrial Licence, wherever required as per statutory regulations
6. Details of plant & machinery erected and functioning in each Department. (Monographs & description pamphlets be supplied).
7. Details of the process of manufacture in the factory in brief
8. Details and stocks of raw material held
9. Production capacity of item (s) quoted for, with the existing plant & machinery
 - 9.1 Normal
 - 9.2 Maximum
10. Details of arrangement for quality control of products such as laboratory, testing Equipments etc.
11. Details of staff
 - 11.1 Details of technical supervisory staff-in-charge of production & quality control
 - 11.2 Skilled labour employed
 - 11.3 Unskilled labour employed
- 11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application.
12. Whether stores are tested to any standard specification, if so, copies of original test certificate should be submitted in triplicate.
13. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, INDIA. If so, furnish full particulars of registration, period of currency etc.
14. Is the firm a unit registered as MSE(as per Clause 5.9 of "Instructions to Bidders") ? (If so, a copy of the registration certificate should be enclosed.)

*Signature and seal of the
Manufacturer / Bidder*

ANNEXURE—3

PROFORMA BANK GUARANTEE FOR BID GUARANTEE

Ref.....

Date.....

Bank Guarantee No.

To,
The PRESIDENT OF INDIA
acting through the FA&CAO,
North Eastern Railway,
Gorakhpur-273012,
U.P. , India

Dear Sir,

In accordance with your invitation to tender No for
Supply of M/s.....

hereinafter called the bidder with the following Directors on their Board of
Directors/Partners of the firms:

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

wish to participate in the said tender for the supply of

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

..... (in words & figures) valid for(225) two
hundred and twenty-five days from.....

required to be submitted by the bidder as a condition for the participation, this Bank hereby
guarantees and undertakes during the above said period of two hundred and twenty
five(225) days to immediately pay, on demand by the Controller of Stores or Financial Advisor
& Chief Accounts Officer, North Eastern Railway, Gorkhpur, INDIA, in writing the amount
of.....

.....(in words & figures) to
the said Controller of Stores or Financial Advisor & Chief Accounts Officer, Eastern
Railway, Kolkata, INDIA, and without any reservation and recourse, if:—

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

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

Date

Place

Witness

Signature.....

Printed Name.....

(Designation)

(Bank's Common Seal)

Note for the issuing bank :

- a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.
- b) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.
- c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.

ANNEXURE – 3A

PROFORMA BANKGUARANTEE FOR BID GUARANTEE

(Submitted by Indian Agent on behalf of Bidder)

Ref

Date

Bank Guarantee No.....

To,
THE PRESIDENT OF INDIA
acting through the FA&CAO,
North Eastern Railway,
Gorakhpur-273012,
Uttar Pradesh, India

Dear Sir,

In reference to letter no.....Dt.....of "Bidder" M/s.....(Name and address of Bidder) authorizing M/s. (Name and address of Indian Agent) as Bidder's Indian Agent and in accordance with your invitation tender No.....for supply of

.....
We, M/s.... (Name of Indian Agent).....

hereinafter called the Indian Agent of the Bidder with the following Directors on their Board of Directors/Partners of the firms:

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

Agree to submit this bank guarantee for and on behalf of the "Bidder" who wish to participate in the said tender for the supply of

.....
I/We, the Indian agent of the bidder assume and own the responsibility for payment of the dues under this guarantee.

As a Bank Guarantee against Bid Guarantee for sum of

.....(in words & figures valid for (225) two hundred and twenty five days from required to be submitted by the bidder as a condition for the participation, this Bank hereby guarantees and undertakes during the above said period of (225) two hundred and twenty five days to immediately pay, on demand by the Controller of Stores or Financial Advisor & Chief Accounts Officer, North Eastern Railway, Gorakhpur, INDIA, in writing the amount of

.....(in words & figures) to the said Controller of Stores or Financial Advisor & Chief Accounts Officer, North Eastern Railway, Gorakhpur, INDIA, and without any reservation and recourse, if :-

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

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on If further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from

M/s.....on whose behalf this guarantee is issued.

Date :	Signature.....
Place:	Printed Name.....
Witness:	(Designation)

(Bank's Common Seal)

Note for the issuing bank :

- d) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.
- e) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the

beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.

- f) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.

Annexure-4

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No..... Dated.....

To,
THE PRESIDENT OF INDIA,
acting through the Controller of Stores,
North Eastern Railway,
Gorakhpur-273012,
Uttar Pradesh, India

Dear Sir,

Subject.— North Eastern Railway, Gorakhpur's Tender No

We..... an established and reputable
manufacturers of having
factories at..... do hereby

authorize M/s., ...(Name and
address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with
you against Tender No.....

No company/firm or individual other than M/s.....

are authorised to represent us in regard to this business against this specific tender.

Yours faithfully,

(NAME)

for & on behalf of M/s.....

(Name of Manufacturers)

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

Annexure-5

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

1. Shipping arrangements will be made by the Ministry of Surface Transport (Chartering Wing), New Delhi (Cable :TRANSCHART: NEW DELHI: Telex :VAHAN/IN-031-61157,61158,61159 fax /email +91 11 23718614), 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 atleast 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 & Co.**, 2000 Hamburg-11, FOB No. 110313 (Cable : SCHENKERCO HAMBURG) Telex : 217004-33 SHD 212675 Telephone No. 040/36135-0 Fax/ email :

(b) U.S.A., Canada, Mexico & South America, Brazil

M/s. OPT Overseas Project Transport Inc., 46, SELLERS STREET, KEARNY, NEW JERSEY 07032, Tel. (201)998-7771

Telex : 673-3586 Fax/ email (201) 998-7833

(c) Japan

The First Secretary (Commercial)

Embassy of India, Tokyo, Japan.

(Cable: INDEMBASSY TOKYO)

Telex: INDEMBASSY J-24850

Telephone : 262

2391 Fax/ email :

(d) Australia, Algeria, Bulgaria, Romania, Czech Republic, Slovakia, Egypt,

The Shipping Corporation of India Ltd., GDR 'Shipping House' 229/232 Madame Cama Road, Bombay-400 021 (Cable : SHIP INDIA BOMBAY), Telex: 31-2209 SCID IN'

Telephone +91 11 232666, +91 11 232785

- (e) Russia, Ukraine, etc. (CIS states) ----do-----
- (f) Poland ----do-----
- (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. Shipping coordination Officer, Ministry of
Surface Transport (Chartering Wing), New
Delhi (Cable :TRANSHART: NEW DELH
Telex :VAHAN/IN-031-61157,61158,61159
Fax / email +91 11 23718614)

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).

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

Annexure-6

PROFORMA FOR INDICATING PARTICULARS OF CARGOES 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 / email 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 Manufacturer/Bidder

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, New Delhi, with a copy to the Purchaser as soon as possible after the relevant contract is finalized

Annexure—7

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref.....

Date.....

Bank Guarantee No.....

To,
THE PRESIDENT OF INDIA.
acting through the FA&CAO,
North Eastern Railway,
Gorakhpur-273012,
Uttar Pradesh, India ,

1. Against contract vide Advance Acceptance of the Tender No.....
dated..... covering supply of.....
(hereinafter called the said 'contract') entered into between the President of India
and..... (hereinafter called the 'Contractor') 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 fulfilment in all respects of the said contract by the
Contractor *i.e. till*..... (viz. the date up to 12 months after the
date of last shipment/delivery, of the goods ordered) hereinafter called the 'said date' and that
if any claim accrues or arises against us..... Bank Ltd., by virtue of this
guarantee before the said date, the same shall be enforceable against
us..... Bank Ltd.), notwithstanding the fact that the same is
enforced within six months after the said date, provided that notice of any such claim has
been given to us..... Bank/Ltd., by the President of India (Govt. of
India) before the said date. Payment under this letter of guarantee shall be made promptly
upon our receipt of notice to that effect from the president of India (Govt. of India).

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

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

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

5. We.....Bank Ltd., further agree that the President of India(Govt.of India)

shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India (Govt. of India), against the said Contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/ or omission on the part of the President of India or any indulgence by the President of India the said Contractor or by any other matter or thing what-so-ever, which under the law relating to sure lies, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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

Date.....

Place.....

Witness.....

Signature.....

Printed Name.....

.....

(Designation)

.....

Bank's Common Seal

Note for the issuing bank:

- a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.
- b) In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e from the Contractor/Supplier.
- c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.

ANNEXURE – 8

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

To,
THE PRESIDENT OF INDIA,
North Eastern Railway,
Gorakhpur-273012,
Uttar Pradesh, India

Sub.— Guarantee No.....for..... (Amount).
Covering equipment (s) Serial no.....supplied
to.....(Consignee/s)
Ref.— Contract No.....dated.....
Placed on M/s.....

1. WHEREAS M/s.....one of our constituents,
(hereinafter called the "Sellers") have agreed to sell to you (hereinafter referred to as the
"Government") Nos. of..... (give description)
as per contract No.....
dated.....(hereinafter called "the said contract")

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

3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee
on their behalf in your favour for an amount representing 10 per cent of the value of (he
said contract which you have agreed to accept.

4. That in consideration of the promises and at the request of the said Sellers, we hereby
irrevocably undertake and guarantee to pay to the Government of India or at such other place
as may be determined by you forthwith on demand and without any demur, any sum upto a
maximum amount of..... representing 10 per cent of the value of the stores
despatched under the said contract in case the Seller make default in paying the said
sum or make any default in the performance, observance or discharge of the
guarantee contained in the said contract.

5. We agree that the decision of the Government, whether any default has occurred or has
been committed by the Sellers in the performance, observance or discharge of the guarantee

aforesaid shall be conclusive and binding on us M/s.....

6. Government of India 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 of India 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 of India any money so demanded against the Purchaser's claims in any other contracts placed on (he said sellers.

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

8. This bank guarantee comes into force when the balance ten percent of the value of the stores, shipped per Vessel..... vide Bill of Lading No..... dated..... Or R/RNo.....dated..... (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to..... i.e. for..... months counted from the date of placing the stores in service, and shall continue to be enforceable for further five months i.e. up to.....(date), hereinafter called the said date.

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

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

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

(Designation).....

Bank's Common Seal

Note for the issuing bank:

- 1.0 The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.
- 2.0 In exceptional cases, where the Bank Guarantee is handed over by the Bank to the Customer for any genuine reasons, the Bank branch should immediately send by Registered Post AD or Speed Post or Courier Service an unstamped duplicate copy of the Bank Guarantee directly to the beneficiary with a covering letter requesting beneficiary to compare this copy of the Bank Guarantee with the original received from the Bank's customer i.e. from the Contractor/Supplier.

- 3.0** At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service to the concerned Railway Authorities (Beneficiaries) promptly without fail.