



GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS

Research Designs & Standards Organisation (RDSO)
Stores Directorate
Manak Nagar, Lucknow
INDIA-226011

BID DOCUMENT

Global Bid Invitation Notice No. 02/2016.

For “Supply, Installation & Commissioning of Supply, Installation & Commissioning of Laser Contactless Sensors based Track Geometry Measurement System (TGMS) as per Specification no. TM/IM/341 [January-2015].”

Tender No. SP-3/003/14/TMM/GT/16/02 due on 08.09.2016

Bid Document consists of followings

1. Global Bid Invitation notice– 03 Pages (including this page)
2. Bid document part-I, Section-I containing Instructions to tenderers for global tenders for supply contract in 23 Pages.
3. Bid document Part-I, Section-II & III containing General Condition of contract for global tenders for supply contract and Annexures in 53 Pages.
4. Bid document Part-I, Section-IV containing Special Conditions of tender in 14 pages.
5. Financial Bid formats Annexure-A (4 pages), Annexure-B (4 pages) and Annexure-C (2 pages)
6. Bid document Part-II, Section-I containing technical specification including covering pages in 22 Pages.

Cost of Bid Document:- **Rs. 2,500.00 or USD 50.00**

GOVERNMENT OF INDIA :: MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION
MANAK NAGAR, LUCKNOW-226 011

Global Bid Invitation Notice No. 02/2016.

- 1.0 Sealed Global tenders on **Two Packet System with pre-bid conference**, are invited, for and on behalf of President of India, from established and reliable Manufacturers/ firms or through their authorised representatives, for supply of following:

Item No.	Tender Number	Description	Qty.	Cost of Bid Document in (Rs) or in US\$	Bid Guarantee (EMD) in Rs. or in US\$	Last date of submission/ opening date of tender
A	B	C	D	E	F	G
01	SP-3/003/14/TMM/GT/16/02	Supply, Installation & Commissioning of Laser Contactless Sensors based Track Geometry Measurement System (TGMS) as per Technical specification no. TM / IM/ 341 [January-2015] with AMC of 5 years	01 set	Rs. 2,500.00 or US\$ 50.00	Rs. 9,06,000.00 Or US\$ 16,500.00	08-09-2016 (Thursday) (Pre-bid conference on 10-08-2016)

- 2.0 Non-transferable Bid documents, containing detailed description, specifications, terms & conditions and scope of supply are available from this office on payment of cost of tender documents as specified above under Para 1 column E, by a crossed Demand Draft (DD) Payable at Lucknow in favour of Executive Director/ Finance, RDSO, Lucknow, India. Please indicate name and address of the bank issuing the demand draft and your account number on the request letter. No other mode of payment will be accepted for this purpose.
- 3.0 These bid documents are also available under heading tenders at RDSO website www.rdsso.indianrailways.gov.in. Bidders are advised to see RDSO website for latest updates/corrigendum, **which may be uploaded before 10 days of opening of tender. In case up-dation / corrigendum is uploaded within 10 days of opening of tender, the date of opening of tender will be suitably extended.**
- 4.0 Tenderers can download and use these documents for the purpose of submitting the bids. However, it will be responsibility of tenderer to ensure use of complete bid documents available on website. These documents will be considered equally legally valid for participation in the tender process as manual documents obtained from RDSO through manual process, subject to declaration form and other details properly filled. The cost of downloaded bid documents as indicated in para1 col.- E above must be submitted along with offer in the form of a demand draft (DD) payable at Lucknow in favour of Executive Director/Finance, RDSO, Lucknow, failing which offer/bid would be summarily rejected.
- 5.0 In case, bid documents are required by post, the request letter along with Demand Draft as cost of tender documents must reach this office i.e. Executive Director/Stores, RDSO, Manak Nagar, Lucknow-226011 at least 15 days before the opening date of tender, so that desired tender documents can be dispatched well in time. Bid Documents can also be obtained personally between **10.30 hr to 16.00 hr** on any working day till one day before tender opening date. Please note that **bid documents will not be available on cash payment** under any circumstances.
- 6.0 Bidders are required to read **Special Conditions of tender** carefully regarding pre-bid conference and submission of bids under two packet system in case of **Two Packet system with pre-bid conference.**
- 7.0 Bidders are required to furnish Bid Guarantee along with **techno-commercial bid** of amount specified in para 1 column F above in the form of Demand Draft/Bank Guarantee/Deposit Receipts from a nationalized Bank/Scheduled commercial bank payable as mentioned under para 2 above. The demand draft shall be valid for a period of **three** months from the date of its issue whereas Bank guarantee should have validity period of 225 days (45 days beyond Bid Validity). In case bank guarantee is submitted as earnest money it should be issued by a nationalized Indian bank, or a scheduled bank in India in the format as per annexure-XII of Section-II (General Conditions of contract for Global Tender for supply contract) and having a validity period of 225 days (45 days beyond Bid Validity). In case the Bank Guarantee is issued by a foreign bank outside India, countersigned of the same by any nationalized Bank in India is required. It shall be ensured that the complete particulars of the Bank's (issuing bank guarantee) mailing address including telephone number, fax number & E-mail ID are invariably indicated on the Bid bonds.

- 8.0 Bidders should keep their bids valid for 180 days from the date of opening of bid. In case of two-packet system, the validity for financial Bid will be taken 180 days from date of opening of techno-commercial Bid, if nothing is mentioned in this regard by the firm.
- 9.0 Bids complete in all respect should be dropped before & upto **14.30 hr** of the last date of submission/opening date of tender, in the nominated tender box, placed in Stores Directorate at RDSO. Bidders will ensure instructions contained in para 3.0 above before submission of their offer. The responsibility for dropping the tender timely & in correct box lies with the firms/Bidders. Techno-commercial bids/offers will be opened **on the same day at 15.00 hr**, in the tender opening room of stores directorate.
- 10.0 In case opening date/day falls on a gazetted holiday or subsequently declared as such a holiday, then the tenders will be opened on next working day at scheduled hour.
- 11.0 Bids from tenderers who have not purchased bid documents from the office of Executive Director/Stores, RDSO, Lucknow or from those who have downloaded the tender documents from RDSO website but not paid the requisite cost of tender documents, or incomplete and or late/delayed bids will be **summarily rejected**.

For & on behalf of President of India
Acting through Executive Director/Stores/RDSO
Tele-fax : +91 522 2451728 / 2465701

GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS
RESEARCH DESIGNS & STANDARDS ORGANISATION
MANAK NAGAR, LUCKNOW-226011

BID DOCUMENTS

PART-I

SECTION-I

**INSTRUCTIONS TO TENDERERS FOR GLOBAL TENDERS FOR SUPPLY
CONTRACT**

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INSTRUCTIONS TO TENDERERS FOR GLOBAL TENDERS FOR SUPPLY CONTRACT

0100. GENERAL INSTRUCTIONS

- 0101 For & on behalf of the President of India, the Executive Director (Stores), Research Designs and Standards Organization, Ministry of Railways, Lucknow-226011, India (hereinafter referred to as the Purchaser), invites bids from established and reliable manufacturers or their authorized agents for the supply as set forth in the tender documents/ schedule of requirement.
- 0102 All bids in the prescribed form at Annexure-I or II (as applicable) should be submitted before the time and date fixed for the receipt of bids as set forth in the tender papers. Bids received after the stipulated time and date would be summarily rejected.
- 0103 All information in the bid must be in English or Hindi. Information in any other language must be accompanied by its authenticated translation in English; failure to comply with this may render the bid liable to be rejected. In the event of any discrepancy between a bid in a language other than English and its English translation, the English translation will prevail.

0200. SPECIFICATIONS

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

- (i) Indian Railway Standard Specification 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-WC2B 4NA
- (ii) Indian Standards Specifications from
The Director General, Bureau of Indian Standards, Manak Bhawan,
9, Bahadur Shah Zafar Marg, New Delhi-110 001, India.

For Specifications pertaining to RDSO, concerned directorate may be contacted. In case further details are needed indenter/consignee as per details in Bid Document Part-II may be contacted. The responsibility to get specification lies with prospective bidder.

0300. COMPLIANCE WITH TECHNICAL SPECIFICATIONS

- 0301 The Tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure-IX) indicating compliance or otherwise of each clause and sub-clause of specifications, which should

invariably, be filled in and submitted along with the bid. Whenever the tenderer deviates from the provisions of a clause/ sub-clause, he shall furnish his detailed justification for the same in the 'Remarks' column.

- 0302 If the tenderer shall have any doubt as to the meaning of any portion or the conditions or of the specifications, drawings or plans, he shall contact the Purchaser in writing at the purchaser's address specified in Bid Invitation/tender document and such request should be received not later than two weeks prior to the date for tender opening. It shall be the responsibility of bidders/tenderers to visit RDSO's website for corrigendum, if any and accordingly, submit their bids.

0400. AGENTS AND SERVICE FACILITIES IN INDIA- AGENCY COMMISSION

- 0401 The foreign tenderer shall include in his bid the name of the person or the firm who will be acting as his representative/ agent in India in respect of his bid. He shall also indicate the after sales service facilities, which he or his representative/ agent has in India. If the foreign tenderer has no representative in India, he shall indicate in his bid the after sales service facility he intends to provide. Following may be noted-

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

- 0402 Foreign bidders quoting direct against the Bid invitation and who want Indian Agents/Associates and /or servicing facilities in India should indicate in their offer the name and address of their Indian Agent /Associates or the representatives they have for servicing in India. Bidders should quote Net FOB and CFR prices exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the Purchaser will make direct payment of such commission to the Indian Agents/Associates in Rupees in India in respect of a contract arising out of invitation to Bid, where the Indian Agents'/Associates remuneration/commission covers a part of the contract price.

- 0403 The foreign tenderer is also required to give the following details in the bid:

- (i) The name and address of the local agent.
- (ii) The amount of remuneration for the agent included in the offer.
- (iii) The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates.
- (iv) The mutual interest which the manufacturer/principal and the Indian Agents/ Associates have in the business of each other.

- (v) Any payment which the Agent/Associate received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee.
 - (vi) Indian Agent's Income-tax Permanent Account Number.
 - (vii) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
 - (viii) Past performance of Indian Agent.
- Offers which do not comply above are liable to be ignored. They are also required to complete the Check-List as per Annexure-XVI

0404 In the case of indigenous bid, the tenderer is not entitled to any agency commission. In the case of foreign bid, the agency commission payable by the tenderer to his Indian Agent shall be indicated in the space provided in the bid form in foreign currency. However, agency commission finally payable to the tenderer's agent in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of placement of order as quoted by State Bank of India and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful completion of contract and commissioning of the machine or equipment, wherever involved.

0405 i) The amount of agency commission payable to the Indian Agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer.

ii) The Indian agent will be required to submit a certificate, along with their Agency Commission Bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e, M/s.....(ie . the Contractor) in terms of agency agreement. The Purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i.e, the Contractor) and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.

0406 If Indian agent is quoting directly as bidder, enlistment details with DGS&D under compulsory registration scheme are required to be enclosed. (Authority rule 143 of GFR 2005-Min.of Finance).

0407 The agent is official representative of manufacturer/principal/tenderer. Accordingly, manufacturer/principal/tenderer shall be fully responsible for the

conduct of their appointed agent.

0500. REQUIREMENTS OF DOCUMENTS

0501 The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that -

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

0502 For purposes of clause-0501, the tenderers should additionally submit:

- (a) a performance statement as in Annexure-III, giving a list of major supplies effected in last 3 years of the item(s) offered by him, giving details of the Purchaser's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule;
- (b) a statement indicating details of equipment employed and quality control measures adopted by manufacturer as in Annexure-IV.

0503 In addition to the above, further information regarding his capacity/ capability, if required by the Purchaser shall be promptly furnished by the tenderer

0504 Tenderer not submitting the requisite information may note that his bid is liable to be ignored.

0600. TIME SCHEDULE

0601 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of item/items offered.

0602 The time and the date specified in the contract for the delivery of the stores and equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses regarding liquidated damages and default in the General Conditions of Contract by which the contract shall be governed.

0700. EARNEST MONEY/ BID GUARANTEE

0701 Earnest Money/ Bid Guarantee for amount as stipulated in the "Bid invitation" or an equivalent amount in the currency of the country of the tenderer shall accompany each bid. The Earnest money/ bid guarantee should be kept valid for

45 days beyond the validity period of the offer i.e. 180 days + 45 days. The Earnest Money/ Bid Guarantee shall be in any one of the following alternative forms:

- a) Deposit receipt, pay orders or a crossed Bank Draft in favour of the "Executive Director Finance, RDSO,**A/C" Name of the firm,**" Lucknow payable at Lucknow India from a Nationalised Indian Bank or Scheduled Commercial Bank in India, in the case of indigenous bid or a reputable commercial bank of the tenderer's country in the case of foreign bid. For Bank draft in currencies other than Indian Rupees then same will have to be got countersigned by a Nationalised Indian Bank, at the tenderers' cost and expenses.
- b) Bonds of Indian Railways Finance Corporation (IRFC) and KRCL Bonds (bonds acceptable in the name of tenderer only).
- c) An irrevocable Bank Guarantee , issued by a Nationalized Indian bank or a Scheduled Commercial Bank in India in the format as per Annexure-XII. In case the Bank Guarantee is issued by a foreign bank outside India, countersigned of the same by any Nationalized Bank in India is required. The expenses to be incurred for the counter signatures shall be borne by the Contractor. It shall be ensured that the complete particulars of the Bank's (issuing bank guarantee) mailing address including telephone number, fax number & E-mail ID are invariably indicated on the Bid bonds.
- d) Indian Agent can pay Bid Guarantee, if authorized by the bidder, in manner other than bonds of IRFC and KRCL.

For avoidance of doubt, scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act 1934.

- 0702 The earnest money/ bid guarantee shall remain deposited with the Purchaser for the period of 225 days from the date of opening of tender. If the validity of the bid is extended, the earnest money/ bid guarantee duly extended shall also be furnished, failing which the bid after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 0703 Earnest money/ bid guarantee may not be taken from other railways, Govt. Departments and firms registered with any of the Railways/ PU's for the tendered item and MSEs as per govt. policy.
- 0704 No interest will be payable by the Purchaser on the earnest money/bid guarantee.
- 0705 The earnest money/bid guarantee deposited is liable to be forfeited if the tenderer withdraws amends, impairs or derogates from the bid in any respect within the period of validity of his bid.
- 0706 The earnest money/bid guarantee of the successful tenderer will be returned after the Contract Performance Guarantee, as required, is furnished.

- 0707 If the successful tenderer fails to furnish a Contract Performance Guarantee as specified then the earnest money/bid guarantee shall be liable to be forfeited by the Purchaser.
- 0708 Any tender not accompanied by the earnest money/bid guarantee in one of the approved forms given in clause-0701 is liable to be ignored.
- 0709 The earnest money/ bid guarantee of the unsuccessful tenderers will be returned by the Purchaser.

0800. SUBMISSION OF BIDS

- 0801 All bids in the prescribed form as per Annexure-I or II (as applicable) should be submitted and addressed to the President of India through the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India.
- 0802 All bids shall be either type-written or written neatly in indelible ink in blue or black colour, as far as possible. Tenderers are advised to avoid multi-color ink and in no case red ink to be used. Cutting, alterations, erasers and overwriting must be avoided. If there is any cutting, it should be initialed. Railway will not be responsible if, due to cutting/overwriting, there is ambiguity in reading and deciphering, leading to wrong evaluation of rates.
- 0803 Any individual (s) signing the bid or other documents connected therewith should specify whether he is signing-
- (i) as sole proprietor of the concern or as attorney of the sole proprietor;
 - (ii) as a partner or partners of the firm;
 - (iii) as a Director, Manager or Secretary in the case of a limited company duly authorised by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.
- 0804 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised by all of them should sign the bid 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.
- 0805 The rates quoted should be written both in words and figures. Offer with rates not given in words are liable to be rejected. In case of difference between rates in words and figures, the rate written in words will be considered for ranking purpose. However, Railway reserves the right to avail lowest rates of the two, at the time of ordering. In case, the firm quotes two rates at different places in their offer for same item, the offer of the firm will be treated as commercially unresponsive and will be summarily rejected.
- 0806 All prices and other information like discounts, etc., having a bearing on the price shall be written both in figures and words in the prescribed bid form. Discounts

quoted elsewhere in disguised form which are not alongwith main rates are not likely to be considered for evaluation.

0807 In case of single packet tender, tenderers are advised to submit their bids in one sealed envelope super scribing tender number and due date of its opening and also the complete address of the tenderer and the same should be addressed to the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India.

0808 In case of two packet tender, tenderers are advised to submit their bids in sealed envelopes with one envelope containing the technical bid and commercial terms, and the other envelope containing the financial bid. Two sets of these envelopes marked as original and duplicate should then be placed in a cover sealed and addressed to the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India. It should be marked as:

“OFFER FOR..... TENDER NO.....
OPENING DATE..... TIMEHRS.....”.

The above cover should then be placed in another cover and sealed. This cover should indicate the tender number and due date of its opening and also the complete address of the tenderer, and addressed to the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India. Apart from the bid to be submitted as detailed above, no copy of the bid should be sent to other offices either at Lucknow or elsewhere.

0809 Bid shall be as per the Instructions to Tenderers for global tender for supply contract, special conditions of tender and General Conditions of contract for global tender for supply contract given in the Bid Documents. However, the tenderer shall indicate his Acceptance or otherwise against each clause and sub-clause of the Instructions to Tenderers, and General and Special Conditions of Contract. For this purpose, the tenderer shall enclose a separate statement (Annexure-VIII) indicating only the deviations from any clause or sub-clause of the Instructions to Tenderers for global tender for supply contract, special conditions of tender and General Conditions of contract for global tender for supply contract, which he proposes with full justification for such deviations. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

0810 Bids are required from the actual manufacturers of the stores or their authorised agents, who should submit a letter of authority from their Principals as in Annexure-V. Bids from other agents, brokers and middlemen will not be accepted.

0811 Each page of the bid must be numbered consecutively, should bear the tender number and should be signed by the tenderer at the bottom. A reference to the

total number of pages comprising the bid must be made at the top right hand corner of the first page.

0812 The tenderer should avoid ambiguity in his bid e.g. if his bid is to his standard sizes/lengths/dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as “standard lengths” etc. should be avoided in the bid. Ambiguous offers are liable to be ignored

0813 The tenderer should enclose complete bid document duly signed and sealed in lieu of acceptance of tender terms and conditions. However, the tenderer is not supposed to change the contents of any para of the bid documents without specifically mentioning the same in his offer, else it will lead to his offer becoming unresponsive & invalid and at risk & cost of the firm in future. Further if bid documents are not enclosed, it will be presumed that the tender is in agreement of all terms and conditions of the tender unless or otherwise specifically denied by the tenderer in his offer.

0814 Last Date of Receipt of Bids

The bids complete in all respects should either be dropped in the correct tender box as per the day and date of tender opening not later than time & date specified in the ‘Bid Invitation Notice’ or as amended or should reach the Executive Director/ Stores, Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, UP, India, not later than time & date specified in the ‘Bid Invitation Notice’ or amended. Bids received after the stipulated time and date would be summarily rejected. The tender boxes are in the office of the Executive Director/ Stores, Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, UP, India. Railway will not be responsible for dropping of tenders in wrong tender box.

0815 The bids received shall be opened, in the presence of such of the tenderers or their representatives who may like to be present, at 15.00 hrs on the date specified in the ‘Bid Invitation Notice’ and where practicable, the names of tenderers and the rates tendered by them will be read out. All tenderers or their representatives must bring with them an authority letter on the letterhead of the tenderer or their Indian agent (as the case may be) duly signed by competent authority to attend the tender opening failing which they will not be allowed to attend the opening of the tenders at Stores Directorate, RDSO, Lucknow.

0900. LOCAL CONDITIONS

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with The Income Tax Act, 1961, The Companies (amendment) Acts, 2002, The Customs Act, 1962 and other related Laws in force in India. The purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time

schedule of delivery of stores shall be entertained after the bid is accepted by the Purchaser.

1000. SOURCE OF FINANCING

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

1100. PRICE BASIS AND INDEMNITY

- 1101 Foreign tenderer shall quote his prices on the basis of 'Free on Board (FOB)' nearest port of shipment having facilities to handle the same and also Cost & Freight (CFR) price at the Indian Port of entry as indicated in the bid document.
- 1102 Under the CFR price, the FOB price and the ocean freight charges shall be indicated separately.
- 1103 The terms FOB and CFR shall be as defined in the current edition of International Rules for the interpretation of the trade terms published by International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.
- 1104 These prices should not include agency commission payable to Indian Agent which shall be exhibited as already indicated in clauses-0402 and 0403 above. The Indian Agent's commission shall be shown in foreign currency as a definite amount and not as a percentage.
- 1105 The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or in US dollar or in any other currency widely used in international trade. However, if the goods offered are manufactured in more than one country, the tenderer may state portions of the bid price in respective currency of the country of origin in which he wishes to be paid. The bid price shall be the total of such portions. Alternatively, tenderer may, at his option, state the entire bid price in US dollar or in any other currency widely used in international trade. The portion of the bid price relating to components of Indian origin to be incorporated in the plant/ equipment and or installation of plant/ equipment shall be invariably stated in Indian Rupees. Firms belonging to countries with which Government of India have Rupee Payment Agreements should quote the entire bid price in Indian Rupees.
- 1106 In case of invitation of bids on DDP (Delivered Duty Paid) destination basis, the tenderers are required to quote their price indicating the breakup of following items of cost:
- A. **Foreign Tenderers**
- 1) FOB Cost excluding agency commission.
 - 2) Agency Commission
 - 3) Insurance Charges
 - 4) Freight charges applicable from Port of Despatch to the Indian Port of discharge.

- 5) Charges for clearance at the Indian Port including Custom Duty which will be paid in Indian Rupees and claimed from Purchasers at actuals.
- 6) Charges for despatch in Rupees for shipment of the machine from the Indian Port to the site and the supplier shall be entirely responsible for the receipt of the machine at the destination in good condition.
- 7) If required, charges in Rupees for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.
- 8) If required, charges in Rupees for installation and commissioning of the machine at

B) Indian Tenderers

Indian Tenderers are required to quote on "Free delivery at consignee's site" basis. They shall furnish break up of prices as per prescribed format (Annexure-I or Annexure-II, Schedule to tender enclosed in Bid Document Part-I, Section-III). They shall also quote, if required, charges for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.

1107 Currency of Payment

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

- 1108 In the case of foreign bids, the Purchaser reserves the right to consider either FOB or CFR bids. In the event of an order being placed on CFR basis, the Purchaser will have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the Contractor.
- 1109 The prices quoted shall be firm and not subject to any variation. In the case of CFR delivery, ocean freight/airfreight charges included must also be firm and no variation will be allowed on this account after the opening of tender.
- 1110 The tenderers should quote their lowest possible prices. Quotations should be made only for quantity specified in the bid documents.
- 1111 Tenderers submitting indigenous bids shall indicate the "Free delivery at consignee's site" price including other charges as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any). Such price shall include all State and Central taxes and Excise Duties leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, packing charges, excise duty, other levies, sales tax, forwarding charges, freight and insurance charges and other charges, if any, shall also be given. Purchaser reserves the right to place contract on the

basis of FOR station of despatch or FOR destination station as considered fit by him.

- 1112 In case of import under DDP contracts, the bidder is required to indicate relevant custom tariff and classification which applies to the tendered item giving break up of basic custom duty, additional custom duty, special custom duty and CVD. He will also confirm/agree to pass on exemption/concession, if any, to the purchaser.

1113 EXCISE DUTY / CENVAT CREDIT RULES

- (a) Tenderers are requested to refrain from quoting vague terms like "Excise Duty as applicable". They will have to clearly quote the percentage ED extra as applicable. If quoted rate is inclusive of ED or the item is not dutiable, the tenderer must indicate "Inclusive" or "Nil" or "Not applicable". If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate obtained in the tender batch.
- (b) If concessional ED is applicable at the time of submitting offers and the tenderer wish that actual ED at the time of supply should be reimbursed, then they should clearly quote with maximum percentage of statutory ED that can become applicable later based on Turn Over. Tenders will be evaluated on the basis of maximum rate of statutory ED which may become applicable, and not the concessional rate of ED. However, ED will be reimbursed at actual (on production of documentary evidence of payment of ED) and within the upper ceiling of the maximum ED rate considered for evaluation purpose.
- (c) If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable. If ED is claimed in the offer with exact rate and no statutory variation is also claimed by the firm in the offer, then the same will be considered duly evaluating the offers with exact rate of ED.
- (d) In no case the variation in ED (beyond the statutory maximum rate of ED applicable at the time of submission of offer) due to increase in turnover during the currency of contract will be admissible unless specifically mentioned in the offer. If tenderer misclassifies the goods under relevant excise tariff rules, the Railway will not pay increased Excise Duty due to such misclassification.
- (e) ED will be paid subject to documentary evidence and government notifications only.
- (f) The tenderers who intend to quote on FOR destination station basis, while quoting for such of the goods attract excise duty on ad-valorem basis will take note of Section 4(2) of the Central Excise and Sale Act, 1944 as amended and indicate the element of transportation and insurance, if any, include in their FOR destination rate."

(g) CENVAT CREDIT:

The prices quoted by the bidders should take into account the credit availed on inputs under the CENVAT credit rules 2004. The bidders should also state quantum set offs in respect of duties on inputs (as admissible under law) that is being totally and unconditionally passed on to the purchaser, in the prices quoted per unit of the item.

In the event of additional CENVAT credit being extended by the Govt. of India, to cover items ordered against present tender, the same shall be passed on to the Purchaser.

The bill for payment should accompany the following certificate:

- a) We hereby declare that no additional CENVAT benefit has accrued to us beyond what has already taken into account while submitting our offer and incorporated in the rates shown in the contract.
- b) We hereby declare that no additional CENVAT benefit of Rs..... per machine/unit has accrued to us beyond what was taken into account while submitting our offer & incorporated in the rates shown in the contract. We are passing on the same to the Purchaser and the bill has been prepared accordingly.

1114 Sales Tax/CST/VAT/Input Tax under VAT scheme:

- (a) The concessional tax regime so far as available to the Govt. departments has been withdrawn. Govt. Departments will have to pay CST @ normal VAT rates prevalent in the seller's state for purchase involving inter-state movement of goods.
- (b) However, goods of special importance (called declared goods) as incorporated in Section 14 of the CST Act will continue to suffer/enjoy concessional rate of tax since State Governments cannot impose tax at higher rates than envisaged in CST Act. Iron and steel items as listed in Section 14 of CST Act 1956, for instance will suffer CST @ 4% only.
- (c) The bidder should quote the exact percentage of VAT that they will be charging extra.
- (d) While quoting the rates the bidder should pass on (by way of reduction in prices) the set off/in put tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duty stating the quantum of such credit per unit of the item quoted for.
- (e) The bidder while quoting for tenders should give the following declaration:
"We agree to pass on such additional set offs/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production in the date of supply under the VAT scheme by way of reduction in price and advise the Purchaser accordingly.
- (f) The suppliers while claiming the payments will furnish the following certificate to the Paying authority:

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

- (g) Even for contracts where CST is payable, this input tax credit may become admissible to the suppliers where the supplier happens to be located in the state in which VAT has been implemented. Accordingly the certificate under para 1114 (f) above should also be obtained in all such existing contracts where CST is payable.
- (h) For the states in which VAT has not yet been introduced, the existing system of Sales Tax will continue.

1115 STATUTORY DUTY & VARIATIONS

Statutory Duties shall be paid against documentary evidence as per actual as applicable during the currency of the contract. Any statutory variation in ED/Sales Tax / VAT / CST variation in future is liable to be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.

1116 ENTRY TAX/EXIT TAX/OCTROI DUTY:

The purchaser will not bear any Octroi charges, and if required will issue Octroi exemption certificate only. In the event of Octroi Exemption certificate not being honored by the concerned Municipal authority, and Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of General Conditions of Contract. Where ever the **entry tax is applicable**, the same should be indicated clearly by the tenderers intending to supply the material from outside UP and will be loaded in their offer for inter-se ranking. However, such entry tax will not be payable to them but will be borne by the purchaser i.e. RDSO and deposited to Department of Commercial Taxes Government of UP. In case nothing is mentioned in the offer and entry tax is leviable on the item(s), and if purchaser has to pay entry tax then, an equal amount will be deducted from firm's bills. The road permit for entry of goods in Uttar Pradesh will be provided by RDSO. However, firm will request for road permit only when material is ready for despatch.

1117 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.

1118 Higher Price for Earlier Delivery

If time preference clause i.e. higher price for earlier delivery is mentioned in special condition of tender, following condition will be applicable in the contract:-

It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender, the preference to the lowest acceptable offer in consideration of offer of earlier delivery, the Contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price at consignee destination including all elements of freight, sales tax, local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.

1200. INSURANCE

- 1201 In the case of FOB and CFR bids, insurance shall be arranged by the Purchaser.
- 1202 In the case of indigenous bids, the Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition at destination. Where the tenderer intends to insure the goods, the insurance charges should be clearly indicated, separately in the break-up. The consignee, will advise the tenderer within 45 days of the arrival of goods at the destination, any loss/ damage, etc., of goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and on insurer and pursue the same. The tenderer shall, however, at his own cost replace, rectify the goods lost/ damaged to the entire satisfaction of the consignee, within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claims.
- 1203 In case of import of the machine, although the insurance shall be paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for settlement of insurance claim so that machine is commissioned within the time specified in the contract.

1300 EVALUATION OF THE BIDS

- 1301 The bids received will be evaluated by the Purchaser to ascertain the lowest acceptable bid in the interest of the Purchaser as specified in the specifications and bid documents. Evaluation criteria not mentioned herein but if mentioned specifically in the special conditions of contract, if any, will be taken into consideration in the evaluation of bids.
- 1302 Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid price as payable, to the local currency of the Purchaser's country at the B.C. selling market exchange rate established by State Bank of

India in the Purchaser's country for similar transactions; as on the date of bid opening (price bid in case of single packet tenders and techno-commercial bid in case of two packet tenders). For statutory taxes/duties, all the offers shall be evaluated as per tax regime as applicable on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders).

- 1303 All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted on the Lines indicated in para 1111 for the various cost elements indicated in Schedule to Tender enclosed in Bid Document Part-II.

In case of foreign offers received on FOB or CFR basis, the total landed price will be arrived at by including the following:

- a) CIF cost will be calculated by adding following elements to the quoted FOB rates (excluding agency commission)-
 - i) Ocean freight rates as quoted by the bidder and if not quoted, then ocean freight will be loaded @ 10% of FOB price.
 - ii) Insurance charges as per Indian Railways Open Cover Policy.
- b) Port handling charges @ 1% on CIF cost.
- c) Applicable custom duty on assessable value (=CIF cost + Port handling charges @ 1% on CIF cost).
- d) Agency commission, if any.
- e) Other charges as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any).

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

- 1304 Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position. Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, Railways may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

1305 For mode of despatch by Road, the date of receipt of material by consignee will be taken as date of delivery.

1306 In pursuance of the Public Procurement Policy on MSE, it has been decided that :-

A.

- (i) Tender sets shall be provided free of cost to MSEs registered with the following agencies for the item tendered.
- (ii) MSEs registered with the following agencies for the item tendered will be exempted from payment of earnest money
- (iii) In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price in situation where L1 price is from someone other than a MSE and such MSEs can be together ordered upto 20% of the total tendered value. 20% out of this 20% (i.e., overall 4%) of procurement of goods and services will be from MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirement and L1 price, 4% sub-target of procurement earmarked from MSEs owned by SC/ST entrepreneurs shall be met from other MSEs.

B.

- I. MSE who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below-
 - (i) District Industries Centres
 - (ii) Khadi and Village Industries Commission
 - (iii) Khadi and Village Industries Board
 - (iv) Coir Board
 - (v) National Small industries Corporation
 - (vi) Directorate of handicraft and handloom.
 - (vii) Any other body specified by Ministry of MSME
- II. The MSEs must also indicate the terminal validity date of their registration.

Failing (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012

1400. SHIPPING ARRANGEMENT FOR FOREIGN CONTRACTS

In the case of FOB/FAS contracts, shipping arrangements shall be made by the Ministry of Shipping Transport (Chartering Wing), New Delhi, India, in accordance

with details given in Annexure-VI (B). The Contractor shall give adequate notice to the Forwarding Agents/Nominees about the readiness of the cargo from time to time and at least six week's notice in advance of the required position for finalising the shipping arrangements. In the case of CFR contracts, the Contractor shall arrange shipment in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, India, indicated in Annexure-VI (A) (as applicable). Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail (as per Annexure-VII) to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Shipping Transport Bhavan, Govt. of India, New Delhi, INDIA, as soon as possible after the relevant contract is finalized. Indian Port of discharge for import will be Nhava Sheva Port, Mumbai. However, Purchaser reserves the right to obtain the material at ports viz. Mumbai, Kolkata & Chennai.

1500. PACKING AND MARKING

- 1501 The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/ road, air and/ or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. The item(s) tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/ deterioration of item(s) in transit/ transshipment/ handling or during storage.
- 1502 The packing advice should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to give weight of the bundle/package, the Contractor must indicate the volume of the bundle/ package, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied. Each bundle/package shall contain a packing note specifying the name & address of the Contractor, the number and date of the contract and the designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein. The specifications of the packing proposed shall be indicated.
- 1503 Unless otherwise provided in the contract, all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the Contractor, shall be considered as non-returnable and their cost as having been included in the contract price
- 1504 **Marking**
- The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and of the rules made thereunder. The following marking of the materials is required:-
- (a) The following particulars should be stenciled with indelible paint on all the materials/packages:-

- (i) Contract number.
- (ii) Specification no.
- (iii) Item no.
- (iv) Port consignee (wherever applicable)
- (v) Abbreviated consignee marks
- (b) In addition to the marking as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignee in India.

1505 Inspection of Packing/Marking

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

1600. IMPORT LICENCE

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

1700. ACCEPTANCE OF BID

- 1701 The Purchaser may accept a bid for a part or whole of the quantity offered, reject any bid without assigning any reason and may not accept the lowest or any bid.
- 1702 Acceptance of tender will be communicated by either FAX/Letter of tender direct to the bidder or through his authorised agents. In case where acceptance is indicated by FAX, the letter of acceptance of tender will be delivered by post to the Contractor as soon as possible, but the FAX communication shall be deemed to conclude the contract.

1800 EFFECT AND VALIDITY OF BID

- 1801 The submission of any bid connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his bid. The Purchaser shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.

- 1802 The bid shall be kept valid for acceptance for a minimum period of 180 (one hundred and eighty) calendar days from the date set for opening of bids. In case the offer is silent about same, it will be presumed that bids are valid for 180 days for both technical as well as commercial offers from the respective date of opening.
- 1803 Bids shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the bids are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the bids by requesting for such information, from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their bids after the bids have been opened.

1900. CRITERIA FOR SPLITTING OF TENDER QUANTITY

In case of pre-decided split ordering, the purchaser reserves the right to distribute the procurable quantity on one or more of the eligible tenderers, Zone of consideration of such eligible tenderers will be the right of purchaser.

Whenever such distribution / splitting of tendered / procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects i.e. adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding orders load for the Railway making the procurement, quoted delivery schedule vis-à-vis the delivery schedule incorporated in the tender enquiry etc, being same / similar) in the manner detailed in the table below :

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, the same will be decided as per following guidelines

- (a) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/logical/equity based extrapolation of the logic as indicated in table above.
- (b) The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of

such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.

- (c) The rate of highest eligible tenderer within the zone of consideration has to be per –se, reasonable to the purchaser.
- (d) In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take very long time) etc., the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenders and in a fair and transparent manner with due conformity to the Principle of natural justice and Equity.
- (e) Counter offer to L1, in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to L2, L3 etc. (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation. However, in the cases, where the rate of highest tenderer within the zone of consideration, per-se, is reasonable and a counter offer is made only to economize the purchase, then the same will be done simultaneously to all the tenderers within the zone of consideration.
- (f) For the cases where the Rlys/PUs had entered into ToT/JV agreement etc. with the tenderers and it may be necessary for the purchaser in the interest of such ToT/JV agreement to place orders on such ToT/JV partners of the purchaser, the following will be applicable:

“As the Railways has entered into ToT/JV agreement with nos. of firms, they reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such ToT/JV agreement partners, conditions as detailed in above paras with the exception of conforming to the condition “the rate of the highest eligible tenderer within the zone of consideration has to be, per-se, reasonable to the Purchaser” shall apply.

2000. CARTEL FORMATION

- (a) The Tenderers are expected to quote most competitive prices freely.
- (b) Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof. The selection of one or more firms may be on the basis of past performance records, capability, capacity, quality performance, after sales service response etc subject to rates being considered reasonable.
- (c) Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be

considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.

(d) The firms who quote in cartel are warned that their names may be deleted from list of approved sources.

(e) Wherever there is suspected Cartel formation from approved sources, the Railways reserves the right to place orders on new sources

2100. Ensuring legal applicability of laws /rules

2101 All tenderers will be responsible for the legality of the offer and ensuring the implementations of various acts/laws as prevalent in their country as well as India. Any tax/duty/levy if not specifically mentioned in offer and contract would be borne by the firm.

2102 Indian Railways shall not be responsible for infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in the design & development of this item and any other factor not mentioned herein which may cause such a dispute. The entire responsibility to settle any such disputes/matters lies with the manufacturer/ supplier.

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

2200. FAX OFFER

2201 Offer received through FAX may be considered in case of procurement of items through proprietary article certificate & single tender only subject to the firm submitting post confirmation copy on their letter head duly signed by the authorized person as per the tender conditions within 10 (ten) working days from indigenous firms and 21 (Twenty One) days from foreign firm against global tenders from the date of opening.

2202 However, for other type of tenders i.e. for Bulletin, Limited and Advertised/Open Tenders etc., offers received through FAX and found in the tender box at the time of opening of Tenders and complete in all respects and duly signed by the authorized signatory should be treated as in time offer subject to the firm/firms submitting post confirmation copy duly signed by the authorized person as per the tender conditions within 10 (ten) working days from indigenous firms and 21 (Twenty One) days from foreign firm against global tenders from the date of opening.

- 2203 All other offers received by FAX not covered in Para 2201 & 2202 above shall be deemed as unresponsive in case the confirmation copy is not received within the time stipulated in Para 2202 above.
- 2204 No purchase order shall be issued against the FAX offers without receipt of the confirmation copy of the same.
- 2205 It shall be the sole responsibility of tenderers to ensure that the offers submitted by FAX are dropped in appropriate tender box in sealed cover/covers and within the prescribed time and date. The Railways shall not be responsible in any way for any delay in dropping the FAX offers in the appropriate tender box.

2300. CHECK LIST

The tenderers must ensure that the conditions laid down for submission of bids detailed in the preceding paras, are completely and correctly fulfilled. Bids, which are not complete in all respects as stipulated above, may be ignored. A Check List has been included at Annexure-XV of this document, which must be filled in and furnished with the bid. This has been designed to help the tenderers in submitting complete offers include filling & submission of annexures as attached in Bid Document Part I & II. An incomplete offer is liable to be rejected. The tenderers must fill this Check List & submit alongwith their offer in their own interest.

2400. SPECIAL CONDITIONS

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

Executive Director (Stores)
for and on behalf of President of India
Research Designs and Standards Organization
Ministry of Railways, Manak Nagar
Lucknow-226011, UP, India
Telefax-091-522-2451728

BID DOCUMENT PART-I
SECTION-II
GENERAL CONDITIONS OF CONTRACT FOR GLOBAL TENDERS FOR SUPPLY
CONTRACT

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**GENERAL CONDITIONS OF CONTRACT FOR GLOBAL TENDERS FOR SUPPLY
CONTRACT**

0100. DEFINITIONS AND INTERPRETATION

- 0101 “Acceptance of Bid” means the letter or memorandum communicating to the Contractor the acceptance of his bid and includes an advance acceptance of his bid;
- 0102 “Consignee” means where the stores are required by the acceptance of bid to be despatched by rail, road, air or sea, the person specified in the acceptance of bid to whom they are to be delivered at the destination; where the stores are required by the acceptance of bid to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of bid to be delivered in the manner therein specified;
- 0103 “Interim consignee” means the representative of the Purchaser to whom the material is delivered for onward despatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee;
- 0104 “Contract” means and includes the Bid Invitation, Instructions to Tenderers, Bid, Acceptance of Bid, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, Particulars and the other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the Contractor and a formal agreement, if executed;
- 0105 The “Contractor” means the person, firm or company with whom the order or contract for the supply is placed and shall be deemed to include the Contractor’s successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract;
- 0106 The “Sub-Contractor” means any person, firm, or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores;
- 0107 “Drawing” means the drawing or drawings specified in or annexed to the specifications;
- 0108 “Government” means the Central Government or a State Government as the case may be;
- 0109 The ‘Inspecting Officer’ means the person or organization, specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorised representatives;
- 0110 “Material” means anything used in the manufacturer or fabrication of the stores;
- 0111 “Particulars” include-
- (a) Specifications;
 - (b) Drawings;
 - (c) “Proprietary mark” or “brand” means the mark or brand of a product which is owned by an industrial firm;
 - (d) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract;
- 0112 “Proving Test” means such test or tests as are prescribed by the specification (s) to be made by the Purchaser or his nominee, either at firms premises or after erection at site, before the plant is taken over by the Purchaser;

- 0113 “Purchase Officer” means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser;
- 0114 The “Purchaser” means the President of India acting through the Executive Director/ Stores, Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, UP, India and includes his successors and assignees.
- 0115 “Signed” includes stamped, except in the case of an acceptance of bid or any amendment thereof;
- 0116 “Site” means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose;
- 0117 “Stores” means the goods specified in the contract which the Contractor has agreed to supply under the contract;
- 0118 “Test” means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer;
- 0119 “Work” means all the work specified or set forth and required in and by the said specifications, drawings and other documents, hereto annexed or to be implied there from or incidental thereto, or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification (s), drawing (s) and other documents) and also in such additional instructions and drawings not being in conformity as aforesaid, as shall from time to time during the progress of the work hereby contracted for, be supplied by the Purchaser;
- 0120 The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the contract, after approval by the Inspecting Officer if so provided in the contract to ;
(a) the consignee at his premises ; or
(b) where so provided, the interim consignee at his premises: or
(c) a carrier or other person named in the contract for the purpose of transmission to the consignee; or
(d) the consignee at the destination station in case of contract stipulating for delivery of stores at destination station.
- 0121 “Writing” or “Written” includes matter either in whole or part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be.
- 0122 Words in the singular include the plural and vice-versa.
- 0123 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- 0124 The heading of these conditions shall not affect the interpretation or construction thereof.
- 0125 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended) as the case may be.

0200. PARTIES

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

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

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

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

- (a) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

0300. QUOTATIONS OF RATES BY CONTRACTORS

0301 The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the bid, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private Purchaser, domestic or foreign as well as Purchaser Government.

0302 If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private purchaser domestic or foreign as well as Purchaser Government for the stores of the same nature class or description, the Contractor will specifically mention this fact in his bid giving reasons for quoting higher price (s). If he fails to do so or makes any mis-statement it shall be lawful for the purchaser, (i) to revise the price at any stage as to bring it in conformity with the sub-clause-0301 above or (ii) to terminate the contract and forfeit the amount of the Contract Performance Guarantee Bond.

0400. DRAWINGS/SPECIFICATIONS

0401 When bids are called for in accordance with a drawing/ specification, the Contractor's bid to supply in accordance with such drawing/specification, shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/ specification be considered.

- 0402 The Contractor shall be responsible for and shall pay for any alterations for the works due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the purchaser. If any dimensions figuring upon a drawing differ from those obtained by scaling the drawing the dimensions as figured upon the drawing shall be taken as correct.
- 0403 Any drawings, tracings, descriptions specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the work to which they relate and no payment whatsoever will be made until such drawings, tracings, descriptions have been furnished to the satisfaction of the Purchaser.

0500. CONTRACT

- 0501 This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer.
- 0502 The whole contract is to be executed in the most approved, substantial and workmanlike manner, to the entire satisfaction of the Purchaser or his nominee, who, both personally and by his deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specifications shall be final and conclusive.
- 0503 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.
- 0504 The Purchaser or his nominee may require such alteration to be made on the work, during its progress as he deems necessary. Should these alterations be such that either party to the contract considers an alteration in price justified, such alteration shall not be carried out until amended prices have been submitted by the Contractor and accepted by the Purchaser. Should the Contractor proceed to manufacture such stores without obtaining the consent in writing of the Purchaser to an amended price, he shall be deemed to have agreed to supply the stores at such price as may be considered reasonable by the Purchaser.

0600. CONTRACT PERFORMANCE GUARANTEE BOND

- 0601 After an advance acceptance of bid or a contract is issued by the Purchaser, the Contractor shall furnish a Contract Performance Guarantee Bond in the proforma attached (Annexure-X) from a Nationalised Indian Bank or Scheduled Commercial Bank in India within 15 days from the issue of the advance acceptance of the tender to the Contractor or within the period specified in the contract for an amount equivalent to 10% of the value of the contract. The Contract Performance Guarantee Bond from a commercial Bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter signed by the any Nationalized Indian Bank in India. The expenses to be incurred for the counter-signature shall be borne by the Contractor.
- 0602 In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in clause 0601, and the Bond is accepted by the Purchaser, liquidated damages, as provided in clause-0902 for the period of delay in submission of the bond, shall be levied. Alternatively, the Purchaser may declare the contract as at an end and enforce clause-0902.

- 0603 If the Contractor, having been called upon by the Purchaser to furnish Performance Guarantee Bond fails to furnish the same, it shall be lawful for the Purchaser.
- (a) to recover from Contractor the amount of Performance Guarantee Bond by deducting the amount from the pending bills of the Contractor under any contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or
 - (b) to cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause-0902 shall apply as far as applicable.
- 0604 On the performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the Contractor without any interest.
- 0605 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Contract Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the amount of the Contract Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the amount of the Contract Performance Guarantee Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
- 0606 The Contract Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the contract i.e. till satisfactory commissioning of the machine(s) at consignee's works, and shall in the first instance be valid upto a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier provided that before the expiry of the date of validity of the Contract Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, or as required by the Purchaser on each occasion. The extension or extensions aforesaid, executed on non judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Contract Performance Guarantee Bond on each occasion.
- 0607 As and when an amendment is issued to the contract, the Contractor shall within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the performance Guarantee Bond rendering the same valid for the contract as amended and upto two months beyond the extended delivery period.
- 0608 The Contract Performance Guarantee Bond and or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is executed by the party competent to do so. The Contract Performance Guarantee Bond executed in India shall be in accordance with the Indian Stamp Act, as amended from time to time, for adequacy of the Stamp Duty.
- 0609 The Bank Guarantee to be submitted by the Contractor/supplier under this clause shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.

- 0610 MSEs including NSIC registered firms are no more exempted from submission of Performance Guarantee Bond. Hence, they are required to necessarily submit Performance Guarantee Bond in case their offers are accepted and are called upon to do so.

0700. DELIVERY

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

0800. NOTIFICATION OF DELIVERY

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

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

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

0901 Progressing of deliveries

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

0902 Failure and Termination

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

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

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

0903 Extension of Time for Delivery

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

0904 Consequence of Rejection

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

- (i) require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account; or
- (ii) purchase or authorise the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installments due under the contract; or
- (iii) cancel the contract and purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being taken under sub-clause (ii) above or under this sub-clause, the provision of clause 0902 above will apply as far as applicable.
- (iv) Where under the contract the price payable is fixed F.O.B. port of despatch or F.O.R. despatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

0905 Liquidated Damages for Delay in Commissioning

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

installation in cases where installation is also to be undertaken by the supplier.

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

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

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

1000. FORCE MAJEURE

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, revolutions, hostilities, acts of the public enemy, civil commotion, sabotage; fires; floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God, the contractor shall, within a week from the commencement thereof; notify the same in writing to the Purchaser with reasonable evidence thereof. However, it should not be used by a party to escape liability for bad performance.

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

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding ninety (90) days, either party may by giving 14 days' notice to the contractor in writing, at its option terminate the contract without any financial repercussion on either side. In case of such termination, no damage shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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

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

- 1101 In case where only a portion of the stores ordered is tendered for inspection at the fag end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause was not given by Contractor, the Purchaser reserves the right to cancel the order for the balance quantity, at

the risk and expense of the Contractor without any further reference to him. If the stores tendered for inspection during or at the end of the delivery period are not found acceptable after carrying out the inspection, the Purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores tendered for inspection are found acceptable, the Purchaser may grant an extension of the delivery period subject to the following conditions:

- (a) The Purchaser has the right to recover from the Contractor the liquidated damages on the stores, which the Contractor has failed to deliver within the period fixed for delivery.
- (b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales tax, Freight charges or on any account of any other tax or duty leviable in respect of the Stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Bid (contract), shall be admissible on such of the said stores as are delivered after said date.
- (c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.
- (d) But nevertheless the Purchaser shall be entitled to the benefit of any decrease in price on account of exemption of or reduction in or remission of Customs Duty, Excise Duty, Sales Tax, or on account of any other ground which takes place after the expiry of the delivery date stipulated in the contract. The Contractor shall allow the said benefit in his bills or in the absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

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

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

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

1201 In the event of Contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the contract in respect of the same at the risk and cost of the Contractor or invoke the clause providing other remedies such as liquidated damages as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to:-

- (a) The Purchaser recovering from the Contractor liquidated damages as stipulated in the conditions of contract for the stores, which the Contractor has failed to ship within the period fixed for delivery after the inspection and passing of the stores.
- (b) The Purchaser retaining the right to recover from the Contractor any extra expenditure which might have been incurred by the Purchaser on account of additional bank charges payable for extension/amendment of the Letter of Credit, the increase in Customs Duty and Freight charges directly relatable to the delay in shipping of the stores.

- (c) That any additional expenditure incurred by the Purchaser or custom duty, freight charges as also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by the Contractor.
- 1202 The Contractor shall not 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.

1300. PROGRESS REPORTS

- 1301 The Contractor shall, from time to time, render such reports concerning the progress of the contract and/ or supply of the stores in such form as may be required by the Purchaser.
- 1302 The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as a estoppels against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

1400. INSPECTION BY INSPECTING OFFICER

- 1401 When inspection during manufacture or before delivery or despatch is required, a notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or despatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least four week's notice must be given to the Inspecting Officer to enable him to arrange the necessary inspection. The examination of stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.
- 1402 In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that inspection of the raw materials to be used and/or stage inspection during the manufacturing process of the component/stores etc., is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/stores etc., as deemed essential.

1403 Marking of Stores

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

1404 Facilities for Test and Examination

The Contractor shall at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the Particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a sub-contractor, he shall in his contract with the sub-Contractor, reserve to the Inspecting Officer a similar right.

1405 Cost of Test

The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgement, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such tests elsewhere. A certificate in writing of the inspecting officer, that the Contractor has failed to provide the facilities and the means for test and examination, shall be final.

1406 Delivery of Stores for Tests

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

1407 Liability for Costs of Special or Independent Tests

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

1408 Method of Testing

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

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

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

1410 Powers of Inspecting Officer

The inspecting Officer shall have the power:-

- (i) before any stores or part thereof are submitted for inspection to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture;
- (ii) to reject any stores submitted as not being in accordance with the particulars;

- (iii) to reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory.
- (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted for inspection.

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

1411 Inspection Certificates

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

1412 Certification of Inspection and Approval in case of Foreign Contracts

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

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

1500. FREIGHT

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

1502 The Purchaser will not bear any Octroi charges. If required, consignee will issue octroi exemption certificate. Provision related to entry tax will be as mentioned in para 1116 of "Instructions to Tenderers".

1600. PAYMENT TERMS

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

1601 Payment to Foreign Supplier

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

- (a) 80% of the payment of FOB/CFR/CIF value will be made as applicable, excluding agency commission if any, against irrevocable L.C. on proof of inspection certificate and shipping documents as specified. The shipping documents will consist of :
 - i) Two copies of negotiable cum original Bill of Lading.
 - ii) A copy of inspection certificate issued by the inspecting officer.

- iii) Signed/certified commercial invoice showing the description, quantity and price of stores shipped alongwith packing list/shipping specification.
- iv) A copy of Contractor's letter addressed to the insurer as advance intimation sent by the beneficiary to insurer advising the closing/shipping particulars to enable insurer to arrange insurance.
- v) Certificate for country of origin issued by the appropriate authority.
- vi) A certificate that one set of non negotiable document has been sent to Purchaser and ultimate consignee
- vii) A certificate that first original of negotiable bill of lading alongwith shipping specification and copies of documents mentioned in LC/contract has been sent to the port consignee.
- viii) A certificate that one non negotiable copy of Bill of Lading/Airway bill has been forwarded to the Shipping Coordination Officer, Shipping Coordination & Chartering Division, Ministry of Shipping and Transport, New Delhi.
- ix) A certificate that the shipment has been arranged in accordance with instructions of Ministry of Transport, Department of Surface Transport (Chartering) TRANSCART, New Delhi.
- x) Any other document apart from (i) to (ix) above and as per the requirement of the contract.

In case of CFR contract, this payment will be subject to furnishing of a Bank Guarantee in a form to be approved by the Purchaser, for the amount to safeguard the Purchaser against any loss. The guarantee will be operative from the date of shipment to the date of delivery at port in India.

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

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

1602 **PAYMENT AGAINST INDIGENOUS SUPPLY-**

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

- (a) 80% of the payment on submission of proof of inspection certificate and receipt of material by consignee in good condition, to be made within 30 days of receipt of documents as specified.

- (b) Balance 20% payment will be made within 90 days on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, as per Annexure-XI fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period stipulated in the Warranty Clause No. 1800, within 30 days of the receipt of Bill alongwith Proving Test Certificate after successful completion of proving test in which the machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises.

1700. PAYMENT PROCEDURE

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

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

1703 Payment through ECS/NEFT

- (i) The tenderer should give consent in a mandate form for receipt of payment through ECS / NEFT (Annexure XIV).
- (ii) Tenderer should provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No., and Bank & Branch Code as appearing on MICR cheque issued by bank.
- (iii) Tenderer should attach certificate from their bank certifying the correctness of all above-mentioned information.
- (iv) In case of non-payment through ECS/EFT or where ECS/EFT facility is not available; payment may be released through cheque, depending upon merit. However, payment through ECS is preferable.
- (v) The purchase order shall contain the following details as per details furnished by the firm-
 - (a) Account no. (Type)
 - (b) Bank Name & Code.
 - (c) Branch name & Address.
 - (d) Whether payment is through ECS / EFT or Cheque

1800. WARRANTY

1801 The Contractor shall warrant that everything to be furnished hereunder shall be free from defects and faults in design, material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for goods of the type ordered and in full conformity, with the contract specifications and samples if any and shall if operatable, operate properly.

1802 This warranty shall survive inspection of, payment for and acceptance of the goods and shall expire after 24 months from the date of commissioning of machine at ultimate destination in India, Any approval of acceptance by Purchaser of the Stores or of the material incorporated here in shall not in any way limits the Contractor's liability.

1803 The Contractor's liability in respect of any complaints defects and or claims shall be

- limited to the furnishing and installation of replacement parts free of any charge or the repair or defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of Contractor with in 3 (Three) months of their being first discovered during the warranty period or 3 (Three) months from the date of expiry of warranty period or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.
- 1804 The Contractor shall, if required, replace or repair the goods or such portion thereof as is rejected by the Purchaser free of cost at the ultimate destination or at the option of the Purchaser, the Contractor shall pay to the Purchaser value thereof at the contract price or in the absence of such price at price decided by the Purchaser, and such other expenditure and damages as may arise by reason of the breach of the condition herein specified.
- 1805 All replacement and repairs that the Purchaser shall call upon the Contractor to deliver or perform under this warranty shall be delivered and performed by the Contractor within 2 (Two) weeks, promptly and satisfactorily. The warranty period will be extended by the number of days the machine remains under breakdown during the warranty period and the warranty Bank Guarantee would be returned at the end of such extended warranty period for the full machine.
- 1806 If the Contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.
- 1807 The warranty herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way without the consent of the Contractor, so as to effect the strength, performance or reliability or to any defects to any part due to misuse, negligence or accident.
- 1808 The decision of the Purchaser in regard to Contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.
- 1809 The warranty period in the offer shall survive for a period of 24 months from the date of commissioning of machine. If the offer is found with less than 24 months or ambiguous/uncertain on warranty conditions, the tender is liable to be rejected.
- 1810 The Purchaser, without prejudice, shall be entitled and it shall be lawful on his part to forfeit the amount of the Guarantee Bond furnished in respect of Warranty as per clause 1601 (b) and/or 1602 (b) in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the warranty provisions under reference or failure to extend the validity of Guarantee Bond for the period of break down occurred during warranty period and for such part(s) replaced and/or repaired and part(s) immediately connected thereto as per clause 1805.
- 1811 The Contractor shall furnish a Warranty Performance Guarantee Bond in the proforma attached (Annexure-XI) from a Nationalised Indian Bank or Scheduled Commercial Bank in India before claiming balance payment within the period specified in the contract (refer clauses 1601.b& 1602.b) for an amount equivalent to 10% of the value of the contract valid for warranty period plus 90 days. In the case of foreign contracts, the Guarantee Bond from a commercial Bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter signed by the Nationalized Indian Bank in India. The expenses to be incurred for the counter signatures shall be borne by the Contractor. Following may be noted-
- i) The Bank Guarantee to be submitted by the Contractor / supplier under this clause,

shall be sent directly by the issuing bank to the concerned Railway authority under Registered Post AD or Speed Post or Courier Service.

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

1900. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED

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

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 3003 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

- 1902 For the purpose of clause 2001, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his individual capacity or otherwise.

1903 Lien in Respect of Claims in Other Contracts

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

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of in the same contract or any other contract is either mutually settled or determined by the Arbitrator, if the contract is governed by the arbitration clause or by the competent court under clause 3003 herein after provided as the case may be, and that the Contractor shall have no claim for interest

or damages whatsoever on this account or any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

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

2000. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

2001 Risk in the stores-

The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor until their actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or the interim consignee as the case may be. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or any other carrier in respect of non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the Contractor for transmission to the consignee or the interim consignee, as the case may be.

2002 Consignee's right of rejection-

Notwithstanding any approval which the inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 days after expiry of the stipulated time provided in the contract for the commissioning of the machine or in case the commissioning is completed after the stipulated time, after commissioning of the machine at the place or destination specified in the contract if such stores or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

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

they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.

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

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

2006 **Subletting and assignment-**

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

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

2007 **Changes in a firm-**

(a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Contractor's failure to comply with this requirement, it shall be lawful for the Purchaser to cancel the contract and purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of clause 0902 as far as applicable shall apply.

(b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.

(c) If the contract is not determined as provided in sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

(d) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub-clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub clause shall be final and binding on the Contractor.

2100. RESPONSIBILITY FOR COMPLETENESS

- 2101 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary are to be provided by the Contractor without extra charge, and the plant must be complete in all details.
- 2102 The work shall be performed at the place or places specified in the contract or at such other place or place as may be approved by the Purchaser.
- 2103 In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship, etc., in accordance with the contract.
- 2204 In the case of contracts requiring electricity for the completion of the work and for test on site, such electricity, when available, shall be supplied free to the Contractor at the pressure of the ordinary supply. However, responsibilities of Purchaser and the Contractor required for execution of work at consignees site shall be as defined in bid document Part-II

2200. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

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

2300. INDEMNITY

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

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

- 2401 All the property of the Government or Purchaser loaned, whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract, to the Contractor in connection with contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- 2402 All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty four hours of the receipt thereof notified the Purchase Officer or the concerned authority to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property, he shall be deemed to have lost the right to do so at any subsequent stage.

- 2403 The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser/ loaning authority whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.
- 2404 Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the Contractor as aforesaid.

2500. BOOK EXAMINATION CLAUSE

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

- 2501 The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Govt. Officer duly authorised in that behalf, any cost or other account book of account voucher, receipt, letter, memorandum paper and writing or any copy of or extract from any such documents and also furnish information any way relating to such transaction and produce before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract. (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties)
- The obligation imposed by this clause is without prejudice to the obligation of the Contractor under any statute, rules or orders and it shall be binding on the Contractor.
- 2502 The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised Government Officer shall have the power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company which shall be open to his inspection as mentioned in clause 2601.
- 2503 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
- 2504 Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause 2601 above. In the event of Contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgment of the Purchaser which would be final and binding on the Contractor and his agencies.

2600. REMOVAL OF REJECTED STORES

- 2601 On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject to as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided

that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.

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

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

2700. CORRUPT PRACTICES

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

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

2800. INSOLVENCY AND BREACH OF CONTRACT

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

- (a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make and conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act. Or
- (b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator, or Manager on behalf of the Debenture holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

- (c) If the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the Purchaser and provided also the Contractor shall be liable to pay to the Purchaser any extra expenditure he is thereby put to and the Contractor shall, under no circumstances, be entitled to any gain on re-purchase.

2900. LAWS GOVERNING THE CONTRACT

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

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

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

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

- a. The Contractor shall comply with the provisions of the Contract Labour (Regulation and abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.
- b. The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the contract and continue to have a valid license until the completion of the contract. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.
- c. The Contractor shall pay to labour employed by him directly or through sub-contractor the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his sub-contractor in connection with the said contract, as if the labour had been immediately employed by him.

- d. In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.
- e. In every case in which, by virtue of the provisions of the aforesaid Act, or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfill his statutory obligations under the aforesaid Act of the Rules, the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under section 20, sub-section (2) and section 21, sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deduction it from the amount of the Performance Guarantee Bond and/ or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under sub section (1) of section 20 and sub-section (4) of section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security of all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated, shall be final and binding on the Contractor.

3000. ARBITRATION AND CONCILIATION

In case a dispute arises with regard to this contract every effort shall be made to solve the dispute / conflict in a friendly way. If the parties however, cannot achieve an agreement in the event of any question, dispute, or difference arising under these conditions or any special condition of the contract, or instructions to tenderers or in connection with this contract (except as to any matters the decision of which is specifically provided for by these conditions or instructions to the tenderers or these special conditions) the same shall be referred to arbitration under the Arbitration and Conciliation Act 1996, to the DG/RDSO who shall appoint suitably gazetted railway officer/officers as arbitrators. The gazetted railway officer/ officers to be appointed as arbitrator however, will not be the one of those who had opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servant had expressed views on all or any of the matter under dispute or difference. The award of the arbitrator(s) shall be final and binding on the parties of this contract.

3100. SECRECY

- 3101 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 thereunder.
- 3102 Any information obtained in the course of the execution of the contract by the Contractor, his servants or agents or any person so employed, as to any matter whatsoever which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.
- 3103 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor in accordance with the clause-0902 of the General conditions of contract. In the event of such cancellation, the stores or parts manufactured in the execution of the

contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser as to such price shall be final and binding on the Contractor.

3200. SAFETY MEASURES

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

3300 SPECIAL CONDITIONS

Special conditions mentioned in tender documents separately or with technical specifications, will prevail in case they differ from general conditions of contract for global tenders for supply contract.

Executive Director (Stores)
for and on behalf of President of India
Research Designs and Standards Organization
Ministry of Railways, Manak Nagar
Lucknow-226011, UP, India
Telefax-091-522-2451728

Bid Document PART-I, SECTION-III
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ANNEXURE-I

(Please see clause-0102, 0801, 1105 and 1108 Instructions to Tenderers for global tender for supply contract)

FORM FOR FOREIGN BIDS

To

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

REFERENCE:-Tender No. _____ date of opening _____

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

Item	Description	Specification	Unit	Qty.	Price per unit exclusive Ocean freight of Agency commission F.O.B. Port country of supply (in the currency/ currencies of manufacturer's country / countries or US Dollar or any other currency widely used in international trade)	Ocean freight per unit from port of despatch to Indian port (in the same currency as in col.6)	Agency commission per unit (in the same currency as in col.6)	CFR price per unit inclusive of Agency commission (in the same currency as in col 6) (6)+(7)+(8)	Terms of payment	Delivery period	Gross weight and dimensions of package (s) per unit.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12

* Please delete whichever is not applicable.

2. We are agreeable to payment of agency commission to our Agents in India in non-convertible Indian Rupees.

The relevant information is given below:-

(To be filled in by the tenderer, please see clause 0403 of the Instructions to Tenderers)

- (a) The name and address of the agent _____
 - (b) Service to rendered by the agent _____
 - (c) Amount of remuneration for the agent _____
3. It is hereby certified that we have understood the instruction to tenderers, and also the General and Special Conditions of Contract attached to the tender and have thoroughly examined specifications, drawing and/or pattern, quoted therein and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of contract and other conditions of the tender in accordance with tender documents if the contract is awarded to us.
4. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.
5. Earnest Money/Bid guarantee for an amount equal to _____ is enclosed in the form specified in clause 0700 of the 'Instruction to Tenderers'.

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

(ii) No change in the details required to be submitted as per proforma is permissible.

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

(iv) FIGURES IN Columns 6 to 9 (both inclusive) should be both in figures and words.

(v) Tenderers are expected to give total value of the offer and elements comprising same.

Signature and seal of Manufacturer/ Tenderer

Dated.....201__

ANNEXURE-II

(Please see clauses-0102, 0801 and 1111 'Instructions to Tenderers for global tender for supply contract)

FORM FOR INDIGENOUS BIDS

To

The President of India
Acting through the Executive Director (Stores),
Research Designs & Standards Organisation,
Ministry of Railways, Manak Nagar,
Lucknow-226 011 (U.P.) INDIA.

REFERENCE :- Tender No. _____ Date of Opening-----

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

Item No	Description	Specifications	Unit	Qty	Price per unit F.O.R. Destination (In Indian Rupees)	Terms of Payment	Delivery Period	Gross weight (s) and dimensions of package (s) per unit
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Break up of price in 'Column-6 (in Indian Rupees)

(10)									
Ex-factory price	Packing Charges	Excise duty	Other levies	Sales tax	Forwarding charges	FOR station of dispatch price (a) + (b) + (c) + (d) + (e) + (f)	Freight to destination	Insurance (if any)	FOR Destination (g+h+i)
a	b	c	d	e	f	g	h	i	j

*please delete whichever is not applicable.

2. It is hereby certified that we have understood the Instructions to Tenderers, and also the General and Special conditions of contract attached to the tender and have thoroughly examined specifications/drawings and / or pattern quoted therein and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of tender. We agree to abide by the General and Special conditions of contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
3. We hereby offer to supply the stores detailed above or such portion thereof as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.
4. Earnest Money/ Bid Guarantee for an amount equal to is enclosed in the form specified in clause 0700 of the 'Instructions to Tender'

- Note :
- (i) The tenderers may prepare their own offer forms as per this proforma.
 - (ii) No change in the details required to be submitted as per proforma is permissible.
 - (iii) The tenderers should indicate whether they possess the necessary industrial licence from Government of India for manufacturing and marketing the items offered. If, where collaboration with a foreign firm for manufacturing of the items offered is involved, the details of the same should be indicated.
 - (iv) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the tenderer.
 - (v) The foreign exchange needed for the import of the components and import licence where necessary, should be arranged by the supplier themselves. The Purchaser will however, render assistance required in this regard (clause-1600 of 'Instructions to Tenderers')
 - (vi) Figures in Columns 6 & those in break up of prices (a to i) should be both in figures and words.

Dated.....201__

Signature and seal of Manufacturer/ Tenderer

ANNEXURE-III

(Please see clause-502(a) of 'Instructions to Tenderers for global tender for supply contract')

PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last 3 years)

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

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

As per
Actual
contractSignature and seal of the Manufacturer/
Tenderer

ANNEXURE-IV

(Please see clause-502 (b) of 'Instructions to Tenderers for global tender for supply contract')

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

EMPLOYED BY THE MANUFACTURER

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

Name of the Tenderer.....

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

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

Signature and seal of the Manufacturer

ANNEXURE -V

(Please see clause-0810 of 'Instructions to Tenderers for global tender for supply contract')

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.dated.....

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Stores),

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar,

Lucknow-226011 (UP) INDIA

Dear Sir,

Subject: Research Designs & Standards Organisation's Tender No.....

.....due for opening on.....

Weas established and reputable manufacturers of

.....having factories at.....and offices
at.....do hereby authorise M/s.....

.....(Name and address of Agents) to represent us, to bid, negotiate and
conclude the contract on our behalf with you against Tender No..... due for
opening on.....

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

Yours faithfully,

(NAME)

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

(Name of Manufacturer)

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

(ii) **This authority should be submitted in ORIGINAL duly ink signed.**

ANNEXURE-VI (A)

(Please see clause-1400 of “Instructions to Tenderers for global tender for supply contract”)

DETAILS OF SHIPPING ARRANGEMENTS FOR LINER CARGOES IN RESPECT OF CFR/CIF/CP/FF.O.R. CONTRACTS FOR IMPORTS

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

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

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

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

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

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

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

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

(c) **SHIPMENTS FROM POLAND & CZECHOSLOVAKIA**(i) **IMPORTS FROM POLAND**

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

(ii) **IMPORTS FROM CZECHOSLOVAKIA**

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

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

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

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

(e) **SHIPMENT FROM JAPAN**

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

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

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

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50%. For the purpose of ascertaining the availability of suitable Indian vessels, the Seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Corporation of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay-400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Coordination Officer, Ministry of Shipping & Transports, New Delhi (Cable: TRANSCHART, NEW DELHI; Telex: VAHAN ND-2312, 2448 & 3104).

(g) **SHIPMENTS FROM PAKISTAN**

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50%. Shipping arrangements should be made by the Sellers in consultation with M/s Mogul Line Ltd. 16- Bank Street, Fort, Bombay-400 023 (Cable: MOGUL BOMBAY; Telex 011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable : TRANSCHART, NEW DELHI ; Telex : VAHAN ND - 2312, 2448 & 3104)

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

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh-Ceylon and Burma Outward Freight Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh- Ceylon and Burma Outward Freight Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCHART, NEW DELHI ; Telex : VAHAN ND - 2312, 2448 & 3104).

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

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

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

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

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

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

2. BILLS OF LADING

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

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

SHIPPER : The C.I.F./CFR/TURNKEY SUPPLIERS concerned.

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

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

The bills of Lading should be drawn to indicate "Shipper" and "Consignee" as under :-

SHIPPER : The F.O.R. suppliers concerned. CONSIGNEE :

Suppliers' Indian Agents on order.

Note:-

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

ANNEXURE –VI (B)

(Please see clause - 1400 of 'Instruction to Tenderers for global tender for supply contract')

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

- Shipping arrangements will be made by the Ministry of Shipping and Transport (Chartering Wing), New Delhi (Cable: TRANSCHART, NEW DELHI: Telex: VAHANND - 2312, 2448 & 3104) through their respective Forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least six weeks in advance of the required position for finalising the shipping arrangements

	Area	Forwarding Agents/Nominees
(a)	U.K. including Northern Ireland (also Eire), the North Continent of Europe (Germany, Holland Belgium, France, Norway, Sweden, Finland and Denmark) and Ports on the Continental Sea Board of the Mediterranean, (i.e. French and Western Italian ports) and also Adriatic Ports.	M/s Schenker Deutschland AG Bel den Muehren 5 20457 Hamburg Germany Telephone No. +49 40 36135-351 Fax No : +49 40 36135-509 E-mail- kay.buedinger@schenker.com
(b)	U.S.A and Canada	M/s OPT, Overseas Project, Transport Inc., 46, Sellers Street, Kearny, N.J. 07032, USA Tel : 201/998-7771 Tel : 573-3586 Fax : 201/998-783
(c)	Japan	The First Secretary (Commercial) Embassy of India, Tokyo, Japan, (Cable : INDEMBASSY TOKYO) Telex : INDEMBASSY J 24850, Telephone : 262 - 2391
(d)	Australia, Algeria, Bulgaria, Romania, Czechoslovakia, Egypt.	The Shipping Corporation of India Ltd., 'Shipping House' 229/232 Madame Cama Road, Bombay - 400021 (Cable : SHIP INDIA BOMBAY) Telex : 31-2209 SCID IN Telephone: 232666, 232785.
(e)	Russia & other member countries of C.I.S.	The Secretaries, Indo-C.I.S. Shipping Service, C/o The Shipping Corporation of India Ltd., 'Shipping House' 245, Madame Cama Road, Bombay - 400021. (Cable : SHIP INDIA BOMBAY FOR SOVIND SHIP) Telex : 31-2209 SCID IN Telephone : 232666

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

2. **BILLS OF LADING**

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

SHIPPER: The Government of India.

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

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

ANNEXURE-VII

(Please see clause-1400 of 'Instructions to Tenderers for global tender for supply contract')

PROFORMA FOR INDICATING PARTICULARS OF CARGOS FOR WHICH SHIPPING SPACE IS REQUIRED TO BE ARRANGED BY THE SHIPPING CO-ORDINATION AND CHARTERING ORGANISATION OF THE MINISTRY OF SHIPPING

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

Signature and seal of the Manufacturer/ Tenderer

Note:-- This form should be filled in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the Shipping Co-ordination Officer (in respect of general liner cargoes), Ministry of Shipping, Transport Bhavan, New Delhi, India with a copy to the Executive Director, RDSO, Ministry of Railways, Lucknow, 226011, INDIA as soon as possible after the relevant contract is finalized

ANNEXURE-VIII

(Please see clause-0809 of 'Instructions to Tenderers for global tender for supply contract')

**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers for global tender, Special Conditions of tender and general conditions of contract for global tender for supply contract:

CLAUSE	DEVIATION	REMARKS (Including justification)
---------------	------------------	---

Signature and seal of the Manufacturer/ Tenderer

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

ANNEXURE-IX

(Please see clause-0301 of 'Instructions to Tenderers for global tender for supply contract')

**PROFORMA FOR STATEMENT OF DEVIATIONS FROM
TECHNICAL SPECIFICATIONS**

The following are the particulars of deviations from the requirements of the Technical Specifications:

CLAUSE	DEVIATION	REMARKS (Including justification)
---------------	------------------	---

Signature and seal of
The Manufacturer/ Tenderer

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

ANNEXURE-X

(Please see clause-0600 of 'General Conditions of Contract for global tender for supply contract')

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

Ref.....

Date.....

Bank Guarantee No.....

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Finance),

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

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

(2).We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.....hereinafter called the said date and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us.....Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us.....Bank Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the President of India (Govt. of India).

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

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

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

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

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

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

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

ANNEXURE-XI

(Please see clause-1800 of 'General Conditions of Contract for global tender for supply contract')

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

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Finance),

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

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

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

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

(2). And whereas according to the terms of said contract, it has been stipulated that payment of 10% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a bank guarantee from a recognised Bank ,acceptable to the Purchaser for 10% of the value of the said contract, valid for a period covering in full the Guarantee Period plus 90days as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

(3). And whereas the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10% of the value of the said contract which you have agreed to accept.

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

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

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

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

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

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

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

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

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)

ANNEXURE-XII

(Please see clause-0700 of 'Instructions to Tenderers for global tender for supply contract')

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

Ref..... Date.....

Bank Guarantee No.

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

Dear Sir,

In accordance with your invitation to tender No.....for
Supply

of.....M/s.....

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

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

wish to participate in the said tender for the supply of

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

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

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

.....(in words & figures) to the said

Executive Director, Finance R.D.S.O., Ministry of Railways, Manak Nagar, Lucknow-226011 INDIA, and without any reservation and recourse, if:—

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the Purchaser; or

- (ii) the tenderer withdraws the said bid within 180 days after opening of bid; or
- (iii) the tenderer having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract; or
- (iv) having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.

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

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

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

ANNEXURE-XIII

Certificate of undertaking
to be given by tenderers
who have downloaded and used bid documents from RDSO website

Bidder will give a certificate as under:

(a) Cost of bid documents has been paid as required in tender documents

(b) “I/We certify that I/we have checked this downloaded bid documents with the bid documents available online at www.rdsso.indianrailways.gov.in and there is no discrepancy/ variation/ printing mistake and it is further certified that no alteration/ modification has been made in the bid documents. I/We accept that the entire responsibility of ensuring that these documents are as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of RDSO will be final and binding on me/us.”

Signature & Seal of the
Manufacturer / Tenderer

Full address with contact numbers & names with e-mail address

Annexure –XIV

(Please see clause-1700 of 'General Conditions of Contract for global tender for supply contract')

NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM

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

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

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

Date:

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

Signature of the authorised

Bank Manager with Stamp

Date:.....

ANNEXURE-XV

(Please see clause-2300 of 'Instructions to Tenderers for global tender for supply contract')

CHECK LIST

1	Have you purchased / downloaded the Bid Documents?	Yes/No
2	Have you paid/ enclosed the cost of Bid documents?	Yes/No
3	Have you submitted proper Bid Guarantee?	Yes/No
4	Have you furnished a letter of Authority?	Yes/No
5	Have you submitted authorization letter from manufacturer in prescribed proforma (Annexure-V) in original ink signed in case you are authorized dealer?	Yes/No
6	Have you furnished the Performance Statement?	Yes/No
7	Have your furnished the Statement of Equipment and Quality Control?	Yes/No
8	Have you furnished the Statements of Deviations? (Annexure VIII&IX)	Yes/No
9	Have you read all instructions contained in Instructions to tenderers for global tender for supply contract and General conditions of contract for global tender for supply contract?	Yes/No
10	Have you read all instructions contained Special conditions of tender/contract ?	Yes/No
11	Have you furnished all documents relating to eligibility criteria given in Special conditions of tender of tender document, each page duly ink signed?	Yes/No
12	Have you quoted rates in the prescribed Proforma duly ink signed? (Annexure I or II)	Yes/No
13	Have you included prices of all Standard Accessories in the price of the machine as per specification?	Yes/No
14	Have you quoted delivery period correctly and precisely?	Yes/No
15	Have you kept your offer valid for 180 days	Yes/No
16	Have all the documents ink signed by authorised person of tenderer?	Yes/No

Signature & Seal of the

Manufacturer / Tenderer

Full address with contact numbers & names with e-mail address

Annexure-XVI

(Please see clause-0403 of 'Instructions to Tenderers for global tenders for supply contract')

CHECK LIST for Foreign Suppliers having Indian Agent

(i)	Have you submitted the authorization letter authorizing your agent to quote on this tender?	Yes/No.
(ii)	Have you indicated the complete name and address of the agents and details of the services to be rendered by the agents?	Yes/No.
(iii)	Is the agent going to render after sale service?	Yes/No.
(iv)	In case the answer to (iii) is yes, confirm that the agent has necessary infrastructure and competent staff to render the same.	Yes/No.
(v)	Have you submitted a copy to your agreement with your Indian agent?	Yes/No.
(vi)	Manufacture or their sole selling agents may note that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. In such a situation both the offers will be rejected.	Noted
(vii)	Have you indicated your Indian Agent's Income Tax permanent Account number?	Yes/No.
(viii)	Are you aware that any payment against the contract, if placed, to your Indian agent directly by you in currency other than in Indian rupee is against the Indian Laws?	Yes/No.
(ix)	Are you aware that failure to disclose the full amount of remuneration/agency commission payable to your Indian Agents shall render the contract void?	Yes/No.
(x)	If Indian agent of a foreign manufacturer is bidder, enlistment details with DGS&D under compulsory registration scheme have been enclosed.	Yes/No

Signature & Seal of the Manufacturer / Tenderer**Full address with contact numbers & names with e-mail address**

BID DOCUMENT PART-I
SECTION-IV
SPECIAL CONDITIONS OF TENDER
FOR SP-3/003/14/TMM/GT/16/02

- 1.0 APPLICABILITY:** The tender shall be governed by instructions to tenderers for global tenders for supply contract (ITT-GT) contained in Bid document Part-I, Section-I, General Conditions of Contract for global tenders for supply contract (GCC-GT) contained in Bid document Part-I, Section-II, Annexures contained in Bid document Part-I, Section-III, Special Conditions of tender (SCT) mentioned herein as Bid document Part-I, Section-IV and Technical Specification (TS) contained in Bid Document Part-II Section-I. In case of any difference in interpretation in clauses/paras of different sections of this tender document, the order of precedence will be as under:-
- a. SCT
 - b. TS
 - c. ITT-GT
 - d. GCC-GT.

- 2.0 Ultimate Consignee:-**Director, Track Machine-IV, TMM Directorate, RDSO, Manak Nagar, Lucknow-226011.

- 3.0 Item is for research purpose:** The tendered item is required for research purpose. RDSO, being a Research Institution of Ministry of Railways and also registered with Department of Scientific and Industrial Research, New Delhi, is at present, eligible for exemption from payment of customs duty (in full except 5% ad- valorem plus cess etc. and additional CD @ 4% or as applicable time to time for public funded research institutes) & excise duty in full under Government Notification no. 51/96-Customs dated 23 July 1996 (as amended) and Government notification No: 10/97-Central Excise dated 1 March 1997 as amended) for the research certified items respectively. *As this item is meant for research purpose hence RDSO is entitled for excise duty/custom duty exemption.* Accordingly tenderer(s) may quote their prices considering above exemption or as the case may be, duly indicating clearly each element of cost/offer, with and without concessional/ exemption, failing which inter-se ranking will be judged duly loading with maximum value applicable for the case.

- 3.1** Service Tax is a statutory duty as such clause 1115 relating to "Statutory duty and variation" of GT-ITT- June 2014 contained in Bid Document part-I, Section-I shall also be applicable for Service Tax. Tenderers are required to clearly indicate the Service Tax wherever applicable (either extra or inclusive with percentage) in the Annexure-A of Financial Bid for FOREIGN BIDS or Annexure-B of Financial Bid for INDIGENOUS BIDS.

Tenderers should note that Service tax (wherever applicable) shall be loaded for arriving all inclusive rate at ultimate consignee destination. Foreign bidders quoting rates in foreign currency may note that service tax, wherever applicable, at applicable rate, shall be loaded even if they do not indicate the percentage of service tax. However, Service Tax will not be reimbursed to the foreign bidders quoting rates in foreign currency.

Service Tax, if applicable, on agency commission will have to be absorbed by the Indian Agent. However, Tenderers may note that if service tax is quoted extra for

BID DOCUMENT PART-I
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SPECIAL CONDITIONS OF TENDER
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agency commission, the same will be loaded for calculating all inclusive rate at ultimate consignee destination. Please also peruse para 0401 to 0407 of GT-ITT-June 2014 for Agency commission.

4.0 Pre-Bid conference

- 4.1 A pre-bid conference will be held with the prospective bidders and the representatives of RDSO for discussing any issue(s), which might need clarifications, at the time and date as mentioned in tender notice in the office of "Executive Director Stores, RDSO, Manak Nagar, Lucknow-226011, India."
- 4.2 The Bidders, in their own interest, should attend the said conference without waiting for any communication from this organization.
- 4.3 Only those bidders, who have purchased bid documents, from the Office of Executive Director Stores, RDSO or paid the cost of downloaded bid documents before scheduled date and time of the pre-bid conference can participate in the this Pre-bid conference.
- 4.4 Bidders are requested to send their queries to 'Executive Director Track Machine, RDSO, Manak Nagar, Lucknow-226011, India' by post or by fax at No. 91-522-2450294 or by e-mail at ID: dtm4rdso@gmail.com or ID: dstores2rdso@gmail.com, at least 7 days before the date of pre-bid conference.
- 4.5 RDSO accepts no liability for non-delivery of the queries/letters/FAX/e-mail to the concerned officer mentioned above. Queries received less than 7 days from the date of pre-bid conference may not be included for the discussions during the pre-bid conference. However, Research Designs and Standards Organization, Lucknow reserves the right to include any such query, even if received less than 7 days from the date of pre-bid conference, for discussions in the said pre-bid conference.
- 4.6 Executive Director Stores, RDSO may, at his discretion, change the date and venue of the pre-bid conference. In such an event, the purchasers of the Bid document shall be duly notified through registered post or by FAX or by e-mail. RDSO does not take any responsibility of any postal delay/non-receipt of the information once the same has been dispatched from this office. The information will also be made available on RDSO website.

5.0 SUBMISSION OF BIDS UNDER 'TWO PACKET SYSTEM'

- (a) Bidders are required to submit their bids **in duplicate** marked as '**original**' and '**duplicate**' in **two separate parts**, first part being 'Techno-commercial Portion' and second part being 'Financial Portion'. A soft copy of the 'Techno-commercial Portion' of the bid may also be enclosed with their bids preferably; however evaluation will be made on the hard copy of bid duly **signed** by authorized person of the bidder.

**BID DOCUMENT PART-I
SECTION-IV
SPECIAL CONDITIONS OF TENDER
FOR SP-3/003/14/TMM/GT/16/02**

- (b) **Rate or cost elements must not be mentioned in Techno-commercial portion under any circumstances what so ever**, else offer will be **summarily rejected**. However, one blank copy of rate format is to be enclosed with Techno-commercial portion, indicating '**yes**' or '**no**' for the various entries to ensure that format of Financial Portion has been properly filled and no essential part is left. Financial terms and rates shall be submitted in separate sealed cover in Financial Portion.
- (c) **Two separate envelopes** – Techno-commercial portion containing 'original' and 'duplicate' in one envelop and financial portion containing 'original' and 'duplicate' in other envelop should be sealed and marked as under:-
I. Techno-commercial Bid from M/s-----against Tender No. **SP-3/003/14/TMM/GT/16/02** Due on _____.
II. Financial Bid from M/s----- against Tender No. **SP-3/003/14/TMM/GT/16/02** to be opened later.
- (d) Both the above said envelopes should be placed inside a larger envelope and sealed further. Tender no., due date of opening and firm's name should be clearly mentioned on the cover.
- (e) If packet is larger in size and not possible to drop in relevant tender Box, the same should be handed over to the tender clerk in confidential tender room of Stores Directorate and acknowledgment to be obtained.
- (f) The date of opening of Financial Bid will be advised later on to the bidders whose techno-commercial bids are found suitable.
- (g) All tender documents attached with invitation to tender duly completed and **dulyink** signed, are to be submitted with Techno-commercial bids.

5.1 “Techno-Commercial BID” (Packet-I):

Techno-commercial Bid (**Packet-I**) shall contain the documents as listed below. Bidders are requested to ensure that all such documents as listed are submitted duly filled and **duly ink signed** in all respects.

- (a) Tender Form Covering Letter, as given below duly filled in

Tender Form Covering Letter

Tender No:

**The President of India,
Acting through the
Executive Director - Stores
Research Designs and Standards Organization (RDSO)
Manak Nagar, Lucknow-226011 (U.P.) India**

- 1) I/We _____ have read the various conditions to tender attached here to and hereby agree to abide the said conditions. I/We also agree to keep this tender open for acceptance for a

BID DOCUMENT PART-I
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period of 180 days (one hundred eighty days), for both 'techno-commercial' and 'Financial containing prices/rates' bids, from the date for opening of techno-commercial bid. I/We will be liable for forfeiture of my/our earnest money in case of early withdrawal of my/our bids. I/We offer to supply "**LASER contactless sensors based Track Geometry Measurement System as per specification no. TM/IM/341[January-2015]**" along with Installation & Commissioning, training and AMC for 5 years at rates quoted in the 'Financial Bid' in the prescribed formats and hereby bind myself/ ourselves to complete the work in all respects within the prescribed period given in tender document.

- 2) I/we also hereby agree to abide by the Instructions to tenderers for global tenders for supply contract, special conditions of tenders, General conditions of contract for global tender for supply contract and to carry out the work as laid down in Technical Specification of the work, mentioned in the tender documents.
- 3) As sum of Rs. only is herewith submitted as Earnest money.
- 4) Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

(Signature of Tenderer)
Name (in Block Letters)

.....
Capacity in which tender is signed:

.....
Address of firm in full:

Date.....

(Signature of witness)
Name (in Block Letters)

.....
Address:

.....
.....
.....
.....

(Signature of witness)
Name (in Block Letters)

.....
Address:

- b) Earnest Money as mentioned in clause **0700** of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document.
- c) Annexure-III of the tender documents, duly filled in and duly ink signed, containing the performance statement, as mentioned in clause 0502(a) of

BID DOCUMENT PART-I
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- instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document.
- d) Annexure-IV of the tender document, duly filled in and duly signed regarding statement indicating details of equipments employed and quality control measure adopted by manufacturer, as mentioned in clause 0502(b) of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document .
 - e) Annexure-V of Tender document regarding authority from principle/ manufacturer **in originalduly ink signed**, as mentioned in clause 0810 of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document .
 - f) Annexure-VIII of the tender document, duly filled in and duly signed regarding deviation from any clause or sub-clause of the Instructions to Tenderers for global tender for supply contract, special conditions of tender and General Conditions of contract for global tenders for supply contract, as mentioned in clause 0809 of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document.
 - g) Annexure-IX of the tender document, duly filled and duly signed in regarding statement of deviation from Technical specification, asmentioned in clause **0301 & 302** of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document.
 - h) Annexure-XII of the tender document regarding Bank Guarantee for Bid Guarantee, as mentioned in clause 0701 of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section I) of tender document.
 - i) Annexure-XIII of the tender document duly filled in and duly signed regarding Certificate of Undertaking for Downloading the Bid Documents, as applicable.
 - j) Annexure-XIV of the tender document duly filled in and duly signed regarding Checklist as mentioned in clause 2300 of instructions to tenderers for global tenders for supply contract (Bid document Part-I, section-I) of tender document.
 - k) Tenderers are required to submit all documents relating to eligibility criteria mentioned in para 6.0 in successive para, with each page **duly ink signed** by authorized person/staff of the tenderer and in original.
 - l) The list of spares and components advised in para 9.3 and 9.4 of warranty clause duly ink signed.
 - m) The list of works to be done in half yearly preventive maintenance in detail as indicated in para 10.6 of AMC clause duly ink signed.
 - n) All Tender documents attached with Invitation to tender duly completed and duly **ink** signed, are to be submitted alongwith the Techno-commercial Bids.

5.2 “Financial Bid” (Packet-II):

- 1) “Financial Bid” (**Packet-II**) shall contain the documents as listed below. Tenderers are requested to ensure such that documents as listed are submitted duly filled in all respects and **duly ink signed** by authorized official/person of Bidder:-

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- a) Rates for **Supply of LASER contact-less sensors based Track Geometry Measurement System** as per technical specification no. TM/IM/341 [January-2015] in the format as per **Annexure-A or Annexure-B** of the Tender documents duly filled in and **dulyink** signed.
 - b) Installation & Commissioning charges as per para 12.0 of **Special conditions of tender**, as per Annexure-A or Annexure-B of the Tender documents duly filled in and **dulyink** signed
 - c) Cost of Training for four staff for four weeks as per **Clause 12.0 of technical specification**, as per **Annexure-A or Annexure-B** of the Tender documents duly filled in and **dulyink** signed.
 - d) Rates for Annual maintenance contract of each year for a period of 5 years after warranty period and as per terms & conditions given in para 10.0 of special conditions of tender as per **Annexure-A or Annexure-B**, **duly ink** signed.
 - e) Rates of Mandatory Spares with qty required for 5 years of AMC as per para 10.1 B of Special conditions of tender in the format as **per Annexure-C**, **duly ink** signed.
- 2) "Financial Bid" of only those tenderer(s) will be opened whose Techno-commercial Bids are found suitable.
 - 3) The time, date and Venue of opening of 'Financial Bid' shall be notified to successful Bidders after evaluation of Techno-commercial Bids.
 - 4) The bidder/s shall not increase his /their rate in case the Railway Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawals of the original offer and rates originally quoted will be binding of the bidder/s.
 - 5) The bidder/s shall submit an analysis of rates, if called upon to do so.
 - 6) The successful bidder is required to submit contract performance bank guarantee (Guarantee Bond) as per clause 0600 of General conditions of contract for global tenders for supply contract within 15days from day of issue of contract.
 - 7) The successful bidder is required to submit Warranty Performance Guarantee Bond as per clause 1811 of General conditions of contract for global tenders for supply contract before claiming balance payment of 10%. Warranty Performance Guarantee Bond will be released after satisfactory completion of warranty period and submission of BG towards AMC performance one month before completion of warranty period.

Note: Forms given in Annexure-I (Foreign Bids) and Annexure-II (For Indigenous Bids) of GCC-GT-June 2014 need not be filled up and need not be submitted.

6.0 Eligibility Criteria

- 6.1 The bidder shall be** either manufacturer or their authorized dealer and should have supplied, installed and commissioned **at least two (02)** Contactless LASER sensor

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and inertial principle based track recording systems covering all the following four features in **last five (5) years**

- Track Geometry Parameters
- Vehicle Parameters
- Acceleration measurement at Axle box level
- Rail Profile and Wear parameter

The supplied systems shall have the facility to record at least two of the above features in each system and shall have capability of recording at least up to a maximum speed of 200 kmph.

In case Bidders quoting as authorized dealer of manufacturer, shall submit valid authorization letter from their principal specific to the tender in the prescribed Proforma (**Annexure-V**) as given in Bid document Part-I, Section-III. The Bidder will submit authorization letter from manufacturer duly signed alongwith the **Techno-commercial bid**.

- 6.2 The supplied systems shall be performing satisfactorily on a railway network and at least one (01) system supplied by him shall be performing satisfactorily on a railway network [Indian or Foreign Railways] at least for last 02 years. The Bidder should submit the performance certificate issued by the user of the systems in this regard alongwith Techno-commercial bid.
- 6.3 The period for eligibility criteria will be considered from the date of opening of tender.
- 6.4 The Bidder shall submit technical compliance statement duly signed by offering clause-by-clause comments on technical specification, either confirming acceptance or indicating deviations there from. Deviation from the specification with reasons should be clearly indicated, failing which the offer will be rejected.
- 6.5 One Indian agent cannot represent two suppliers or quote on their behalf.
- 6.6 The bidders may note that their techno-commercial bid **shall be summarily rejected** in case they fail to comply any of the eligibility criteria.

7.0 Pre-despatch Inspection

Pre-despatch Inspection shall be carried out prior to despatch at manufacturer/firm's premise by authorized official of TMM Directorate, RDSO, Lucknow as per technical specification. The boarding lodging and air travel cost will be borne by purchaser for the first time only.

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8.0 Delivery Period

- 8.1** Delivery of system including design, manufacture and lab validation tests will be made within **30 weeks** by the firm from the date of issue of purchase order. The firm shall inform for lab inspection at least 10weeks prior to date of start of lab inspection.
- 8.2** The installation, field validation tests and commissioning of the system will be completed **within 3 months** by the firm from the date of receipt of system at ultimate consignee in RDSO.
- 8.3** Ultimate consignee will make all efforts to get the System received at his premise within **12 weeks** from the date of despatch of System by the firm on FOB basis in case contract is placed on FOB basis. As such to calculate validity period of performance Bank Guarantee, 12 weeks will also be considered in delivery period including installation, field validation and commissioning period.

9.0 Warranty

- 9.1** The firm shall ensure that system supplied including all parts, components etc used is free from defects and faults in design, material&workmanship and shall be of the highest quality and in conformity with the contract specifications.
- 9.2** The warranty of the system shall be for **18 (Eighteen) months** from the date of acceptance i.e. from the date of issue of commissioning certificate by RDSO, except in respect of complaints which are lodged before the expiry of the 18 months.
- 9.3** The firm, on its own, shall supply and keep sufficient spare parts required to maintain and keep the system operational during warranty period to minimize system down time. The list of such spare parts shall be provided along with the **Techno-commercial Bid**.
- 9.4** The firm shall be required to supply and install free of cost all the equipments, components, PCB cards, ICs, cables, transducers, connectors, spares and consumables which may fail, malfunction, become defective or required for uninterrupted working of testing car during the currency of Warranty Period except stationery, ink cartridges and floppies/CDs required for printing etc. of the recording results and reports. The firm shall also keep adequate stock of such components, spares, consumables and modules which are critical and may require repairs/replacement from time to time for ensuring un-interrupted working of the System & TRC during the Warranty Period. List of such components, spares, consumables and modules, proposed to be stored by the firm during warranty period, shall also be furnished alongwith their minimum number required by the tenderer in his **Techno-commercial Bid**.
- 9.5** Instrumentation system shall require removal after about 18 months for overhauling of the coach of the TRC. Within the commissioning and warranty period one or more such removal and reinstallation shall take place. The firm shall be fully responsible for removal, keep the system in safe place as provided by RDSO and reinstallation of System. This will in no way affect the warranty liability of the firm for the system.

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- 9.6** The firm shall provide at its own expenses the services of competent engineers during the warranty period as and when required. The system shall be attended to by the Service Engineer within **72** hrs of receipt of communication regarding failure at the station where the system becomes defective or any other place found convenient by the purchaser. The system shall be rectified and commissioned for operation within 5 days of the date service engineer attends in case no import of spares is required and within 10 days in case import of part is needed.
- 9.7** In case service engineer fails to attend the system within **72** hrs of communication of failure, a penalty of Rs. 10,000/- per additional day taken to attend by service engineer shall be levied. Further, a penalty of Rs. 10,000/- per additional day shall be levied for the period lost beyond permissible period for rectification as specified in para **9.6** above.

10.0 ANNUAL MAINTENANCE CONTRACT (AMC)

10.1 The firm is required to quote rates for:

- A. Annual Maintenance Contract for a period of **5 (five) years** beyond the warranty period **of 18 months**. The scope of AMC will include minimum two preventive maintenances in a year and break-down maintenance, as and when required, to maintain and keep the system operational during AMC period.
- B. List of mandatory spares along with rates and Qty required for 5 years of AMC to maintain and keep the system operational during the currency of AMC. These spares will be arranged by the firm, as and when required. The quoted rates shall be fixed and firm for 5 years. The spares replaced during AMC shall also have warranty of 18 months.
- C. Rates quoted under para **10.1 A** and **10.1 B** above will be taken for evaluation of offers which has been detailed in **para 13.0 for evaluation criteria** of special conditions of tender mentioned in successive para.

10.2 The expected annual recording of TRCs is 50,000 Kms. The firm while submitting list of mandatory spares as per **para 10.1 B** shall also indicate their description, part number and equivalent international part number, and quantity of each mandatory spares required for 5 years of AMC and fixed & firm price for 5 years **as per Annexure-C**.

10.3 All expenses of competent service Engineers and repair of defective parts/ components/ assemblies required in AMC [preventive maintenance and breakdown maintenance as and when required] to maintain and keep the system operational during AMC period, shall be included in scope of AMC. All spares required during AMC other than the spares quoted by the firm in the list of mandatory spares for quoted qty [**vide para 10.1 B above**] shall also be included in scope of AMC

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(Preventive maintenances and breakdown maintenance). However, stationery, ink cartridges, pen drives and floppies/CDs required for printing of the recording results and reports shall not be included in scope of supply.

- 10.4 Repair of defective parts/ components/ assemblies required in AMC [preventive maintenance and breakdown maintenance as and when required] shall be done by the firm on site or at Railway Premise. However, in case repair needs to be done at firm's repair centre, then the same can be allowed as exceptional case only when the firm submits Bank Guarantee of equal amount of the cost of the parts/components/assemblies as decided by the consignee to safeguard the interest of RDSO. All incidental charges and procedural work involved in sending and returning the parts/components/assemblies shall be borne and done by the firm. Consignee will keep and maintain all relevant documentation properly and safely.
- 10.5 The firm shall plan list of mandatory spares very meticulously. In case any spares, other than the list of mandatory spares given by the firm for quoted qty vide **para 10.1 B above**, is required, then it shall be the responsibility of the firm to arrange and replace the same. No separate payment for these spares will be made.
- 10.6 The firm shall submit a list of works to be done in half yearly preventive maintenance in detail along with the **Techno-commercial Bid**.
- 10.7 The half yearly preventive maintenance shall be done at Lucknow. Break down maintenance has to be carried out at Lucknow, Bangalore, Chennai, Delhi, Mumbai and Kolkata.
- 10.8 Instrumentation system shall require removal for intermediate overhauling (IOH) and periodic overhauling (POH) of the coach of the TRC at 18 months and 36 months respectively. The firm shall be fully responsible for removal, storage of the system in safe place as provided by RDSO and reinstallation of system, as and when required during AMC period. This will in no way affect the liability of the firm for the system.
- 10.9 The firm shall provide at its own expense, the services of competent engineers during the AMC period [Preventive maintenance and break down maintenance as and when required]. The system shall be attended to by the Service Engineer within 72 hrs of receipt of communication regarding failure at the station where the system becomes defective or any other place found convenient by the purchaser. The system shall be rectified and commissioned for operation within 5 days of the date service engineer attends, in case no import of spares is required and, within 10 days in case import of spares is needed.
- 10.10 In case service engineer fails to attend the system within 72 hrs of communication of failure, a penalty of Rs. 10,000/- per additional day or part thereof taken to attend the

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system shall be levied. Further, a penalty of Rs. 10,000/- per additional day or part thereof shall be levied for the period lost beyond permissible period for rectification as specified in para **10.9** above.

10.11 Payment Terms for AMC:

- A. Payment of Annual Maintenance Charges as mentioned in tender schedule will be made on yearly basis subject to a certificate from SSE/In-charge and ARE/In-charge regarding satisfactory performance of the system.
- B. The mandatory spares will be replaced as and when required during AMC (Preventive and breakdown) and the payment will be made after certificate from SSE/In-charge and ARE/In-charge regarding satisfactory performance of the system. Payment of such spares will be made along with the Annual Maintenance Charges. The released part will be property of the purchaser.
- C. All dues from the firm shall be deducted from firm's current Bill.

10.12 The firm will submit Bank Guarantee for the 10% of total contract value of AMC of 5 years valid for a period of five years plus 60 days to cover AMC period of 5 years. This Bank Guarantee is required to be submitted one month before completion of warranty period, failing which warranty performance Bank Guarantee will be forfeited. Moreover, AMC will be governed by General Conditions of contract on works matter.

11.0 SPARE PARTS AFTER AMC

- 11.1 The manufacturer shall also ensure availability of all such required spare parts for at least ten years after commissioning.
- 11.2 The firm shall ensure availability of all consumable stores in local market or through agent for 10 years after commissioning. For the parts from the market, imported or indigenous, the sources and details shall be provided.

12.0 Installation and Commissioning

All the works related to installation and commissioning of system is to be done by firm. However, any special technical requirements during installation and commissioning of the system will be provided by the purchaser free of cost at its discretion. This may include facilities in workshop for lifting of coach and arrangement for field trial. The firm shall quote Installation & commissioning charges separately as per **Annexure-A** (for foreign bids) or **Annexure-B** (for indigenous bids).

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13.0 Evaluation Criteria-

13.1 All inclusive rates at ultimate consignee destination for the system, training cost, installation and commissioning charges quoted in **Annexure-A** or **Annexure-B** and total cost of mandatory spares (**as per para 10.1 B**) quoted in **Annexure-C** shall be added with net present value (NPV) of AMC charges for 5 years calculated as on the date of tender opening for determining inter-se ranking of offers.

13.2 The rate of discounting will be **10.0 %** for the calculation of NPV of AMC charges for 5 years. The formula for NPV Calculation is as below-

$$NPV = \sum_{t=0}^T \frac{CF_t}{(1+r)^t} = CF_0 + \frac{CF_1}{(1+r)^1} + \frac{CF_2}{(1+r)^2} + \dots + \frac{CF_T}{(1+r)^T}$$

Where-

- CF_t = the cash flow at time t and.
- r = the rate of discounting
- T = AMC Period after warranty period of 18 months.

13.3 The total cost of mandatory spares for indicated qty quoted by the firm as per para **10.1 B** of Special conditions of tender **shall also be** considered for **inter-se** ranking of the offers (already mentioned in para 13.1).

13.4 Offers without AMC charges or AMC charges not offered as per para **10.1 to 10.12** of Special conditions of tender in preceding para and offers without rates of mandatory spares will be summarily ignored because such offers cannot be compared with other offers in determining inter-se ranking **as AMC will be integral part of the contract.**

14.0 Payment Terms

14.1 Payment to foreign supplier:

Payment against foreign supplies shall be made through irrevocable letter of credit. All charges, including the confirmation charges of LC, levied by foreign banks, shall be borne by the supplier. Letter of credit will be opened after submission of contract performance Bank Guarantee within 15days from date of issue of contract by the firm for an amount equivalent to 10% of total value of contract valid for delivery period plus transit movement period of 12 weeks plus installation, field validation & commissioning period plus 60 days. The payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under:

- (a) **90%** payment of FOB/CFR/CIF value as applicable excluding agency commission if any, against irrevocable Letter of credit will be released after submission of Bank Guarantee for an amount equivalent to **20%** of contract

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value valid till commissioning of the system, on proof of inspection certificate and shipping documents i.e.

- (i) One copy of the negotiable bill of lading with 3 non-negotiable copies.
 - (ii) Original invoice (claim copy) with 5 copies for value of equipment shipped.
 - (iii) Three copies of packing and shipping of documents.
 - (iv) A certificate of country of origin of the goods.
 - (v) Inspection certificate by inspecting official.
 - (vi) A copy of contractor's letter addressed to the insurer advised by the indenter/consignee.
 - (vii) Maker's test and guarantee certificate.
 - (viii) A certificate that original negotiable copy of the bill of lading and 3 copies of all above documents have been forwarded to Port consignee by regd. Air mail to enable him to clear the material without wharfage.
 - (ix) A certificate by contractor that payment has been in accordance with the contract.
- (b) **Balance 10%** payment within 90 days through Bank transfer after successful installation, commissioning and proving out test of system and submission of bank guarantee for an amount of **10%** of total contract value, valid for warranty period plus 90days, towards warranty performance, within 30days of the receipt of Bill.
- (c) Payment of Indian agency commission, if any, will be payable in Indian Rupees converted at the TT buying rate of exchange ruling on the date of placement of contract, after successful supply, installation & commission and training.
- (d) **100%** payment for Installation & Commissioning charges and cost of training will be made within 90 days after successful installation, commissioning, proving out test of system and completion of training. Payment for training will be based on the number of staff actually trained.

14.2 Payment against Indigenous Supply:

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

- (a) **90%** of the payment on proof of inspection certificate and receipted challan countersigned by Gazetted officer of consignee to be made within 30 days of receipt of documents as specified after submission of Bank Guarantee for an amount equivalent to 20% of contract value valid till commissioning of the system.
- (b) **Balance 10%** payment within 90 days after successful installation, commissioning and proving test of System and submission of bank guarantee for an amount of 10% of total contract value, valid for warranty period plus 90days towards warranty performance, within 30days of the receipt of Bill.

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- (c) **100%** payment for Installation & Commissioning charges and cost of training will be made within 90 days after successful installation, commissioning, proving out test of system and completion of training. Payment for training will be based on the number of staff actually trained.

15.0 Insurance:-

- (a) **Supply involving foreign exchange-** Insurance will be arranged by RDSO under open cover policy contract entered into by Railway Board. Consignee shall arrange to pay insurance premium to the insurance company i.e. M/s. New India Insurance Company Ltd., Divisional Office-310 400, E-9, 2nd Floor, Connaught Place House, Connaught Place-New Delhi-110001, who is presently having such contract well before dispatch of goods. However, the actual amount shall be obtained by TMM directorate from M/s. New India Insurance Company Ltd., Delhi prior to shipment of goods. In case, at the time of Shipment of goods some other company is holding Insurance Contract with Railway Board, the same procedure will be followed.
- (b) **Supply involving Indian currency–** Insurance charges will be borne by the Indian Contractor.

16.0 Entry tax

Where ever the **entry tax is applicable**, the same should be indicated in the offer by the tenderers and will be loaded in their offer for inter-se ranking. However, such entry tax will not be payable to them but will be borne by the purchaser i.e. RDSO and deposited to Department of Commercial Taxes Government of UP. In case nothing is mentioned in the offer and entry tax is leviable on the item(s), and if purchaser has to pay entry tax then, an equal amount will be deducted from firm's bills.

For & on behalf of President of India
Acting through Executive Director/Stores/RDSO
Tele-fax: +91 522 2451728 / 2465701

Financial Bid**FORM FOR INDIGENOUS BIDS**

To

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

REFERENCE:-Tender No.**SP-3/003/14/TMM/GT/16/02** date of opening of Techno-commercial Bid _____

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

SN	Item Description	Unit	Qty.	Ex- factory price per unit in Rs/each	Packing Charge s per unit in Rs/each If any	Excise duty in %	Sales Tax/ VAT in %	Forwar ding charges per unit in Rs/each if any	FOR station of dispatch price per unit in Rs/each (6+7+8+9 +10)	Freight to destina tion per unit in Rs/ each	Insura nce (if any) per unit	All inclusive price at destinatio n per unit in Rs/each
1.	2.	4.	5.	6.	7.	8.	9.	10	11	12	13	14
1	Supply of LASER contactless sensors based Track Geometry Measurement System as per technical specification no. TM/IM/341 [January-	set	1 (one)									

	2015]											
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Note:- a. Please mention Gross weight and dimensions of pack-age (s) per unit in the offer:- _____

b. Figures in Columns 6 & 14 should be both in figures and words.

c. Please note that Excise duty is **Nil** against Excise duty exemption certificate as per para 3.0 of special conditions of tender.

d. The Bidders may prepare their own offer forms exactly as per this proforma.

e. No change in the details required to be submitted as per proforma is permissible.

f. No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the tenderer.

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

2. Installation & Commissioning charges as per para 12.0 of Special conditions of tender

3. Cost of Training for four IR staff for four weeks as per Clause 12.0 of technical specification no.TM/IM/341[January-2015]

SN	Description	Unit	Qty.	Rates in Rs. per unit
2	Installation & Commissioning charges as per para 12.0 of Special conditions of tender	set	1 (one)	
3.	Cost of Training for four IR staff for four weeks as per Clause 12.0 of technical specification no.TM/IM/341 [January-2015]	Staff	4 (four)	

Note:-a. Please indicate percentage of Service tax applicable extra or inclusive (Read para 3.1 of Special conditions of tender)

b. The cost of traveling, boarding and lodging for IR staff will be borne by the purchaser (RDSO).

4. Rates for **Annual maintenance contract (AMC) of each year for a period of 5 years** after warranty period and as per terms & conditions given in para **10.1 to 10.12** of AMC clause of Special conditions of tender.

SN	Description	Unit	Qty.	Rates for each year after warranty period in Rs. per unit	
1	Annual maintenance contract (AMC) of each year for a period of 5 years after warranty period of 18 months as per terms & conditions given in para 10.1 to 10.12 of AMC clause of special conditions of tender.	set	1 (one)	1 st year	
				2 nd year	
				3 rd year	
				4 th year	
				5 th year	

Note:-Please indicate percentage of Service tax applicable extra or inclusive (Read para 3.1 of Special conditions of tender)

5. **Rates of Mandatory Spares with qty** required for 5 years of AMC as per para **10.1 B** of Special conditions of tender have been quoted in the format as **per Annexure-C enclosed**.
6. It is hereby certified that we have understood the instructions to tenderers for global tenders for supply contract, General conditions of contract for global tenders for supply contract and Special Conditions of tender attached to the tender and have thoroughly examined specifications, drawing and/or pattern, quoted therein and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the Instructions to tenderers for global tenders for supply contract, General conditions of contract for global tenders for supply contract and Special Conditions of tender and other conditions of the tender in accordance with tender documents if the contract is awarded to us.

7. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of Techno-commercial Bid. We shall be bound by the communication of acceptance dispatched within the prescribed time.
8. Earnest Money/Bid guarantee for an amount equal to_____ has already been submitted alongwith **Techno-commercial Bid** in the form specified in clause 0700 of the 'Instructions to tenderers for global tenders for supply contract'.
9. It is also certified that Delivery period and Payment terms as para **8.1 to 8.3 of delivery period clause** and para **14.2** respectively of special conditions of tender has been clearly mentioned in **Techno-Commercial Bid**.

Signature and seal of Manufacturer/ Tenderer/Bidder

Dated.....201__ (Each page duly ink signed by authorized person of the Bidder)

Financial Bid**FORM FOR FOREIGN BIDS**

To

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

REFERENCE:-Tender No.**SP-3/003/14/TMM/GT/16/02** date of opening of Techno-Commercial Bid _____

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

SN	Item Description	Unit	Qty.	Price per unit at F.O.B. Port country of supply (in the currency/ currencies of manufacturer's country / countries or US Dollar or any other currency widely used in international trade) exclusive of Ocean freight and Agency commission	Ocean freight per unit from port of despatch to Indian port (in the same currency as in col.6)	Agency commission per unit (in the same currency as in col.6)	CFR price per unit inclusive of Agency commission (in the same currency as in col 6) (6)+(7)+(8)
1.	2.	4.	5.	6.	7.	8.	9.
1	Supply of LASER contactless sensors based Track Geometry Measurement System as per technical specification no. TM/IM/341 [January-2015]	set	1 (one)				

Note:- a. **Please mention Gross weight and dimensions of pack-age (s) per unit in the Financial Bid:-**_____

b. Figures in Columns 6 to 9 should be both in figures and words.

c. Please clearly mention **custom duty applicable extra** against custom duty exemption certificate as per para 3.0 of special conditions of tender.

d. The tenderers may prepare their own offer forms exactly as per this proforma.

e. No change in the details required to be submitted as per proforma is permissible

f. No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialed by the tenderer.

2. Installation & Commissioning charges as per para 12.0 of Special conditions of tender

3. Cost of Training for four IR staff for four weeks as per Clause 12.0 of technical specification no.TM/IM/341 [January-2015]

SN	Description	Unit	Qty.	Rates for foreign scope (in the same currency as in col.6 above) per unit	Rates for Indian scope in INR per unit
2	Installation & Commissioning charges as per para 12.0 of Special conditions of tender	set	1 (one)		
3.	Cost of Training for four IR staff for four weeks as per Clause 12.0 of technical specification no.TM/IM/341 [January-2015]	Staff	4 (four)		

Note:-a. The Bidders may quote either Rates or both Rates i.e. Foreign Scope, Indian Scope for SN 2 & 3 above.

b. Please indicate percentage of Service tax applicable extra or inclusive (Read para 3.1 of Special conditions of tender)

c. The cost of traveling, boarding and lodging for IR staff will be borne by the purchaser (RDSO).

4. Rates for **Annual maintenance contract (AMC) of each year for a period of 5 years** after warranty period and as per terms & conditions given in para **10.1 to 10.12** of AMC clause of Special conditions of tender.

SN	Description	Unit	Qty.	Rates for each year after warranty period per unit	
1	Annual maintenance contract(AMC) of each year for a period of 5 years after warranty period of 18 months as per terms & conditions given in para 10.1 to 10.12 of AMC clause of Special conditions of tender	set	1 (one)	1 st year	
				2 nd year	
				3 rd year	
				4 th year	
				5 th year	

Note:-a. The Bidders may quote Rates for AMC either in foreign currency (in the same currency as in col.6 above) or in INR (Indian Rupee)

b. Please indicate percentage of Service tax applicable extra or inclusive (Read para 3.1 of Special conditions of tender)

5. **Rates of Mandatory Spares with qty** required for 5 years of AMC as per para **10.1 B** of Special conditions of tender have been quoted in the format as **per Annexure-C enclosed**.
6. We are agreeable to payment of agency commission to our Agents in India in non- convertible Indian Rupees converted at the TT buying rate of exchange ruling on the date of placement of contract.

The relevant information is given below:-

(To be filled in by the bidder, please see clause **0403** of the Instructions to tenderers for global tenders for supply contract)

- (a) The name and address of the agent _____
- (b) Service to rendered by the agent _____
- (c) Amount of remuneration for the agent _____

7. It is hereby certified that we have understood the instructions to tenderers for global tenders for supply contract, General conditions of contract for global tenders for supply contract and Special Conditions of tender attached to the tender and have thoroughly examined specifications, drawing and/or pattern, quoted therein and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the Instructions to tenderers for global tenders for supply contract, General conditions of contract for global tenders for supply contract and Special Conditions of tenders and other conditions of the tender in accordance with tender documents if the contract is awarded to us.

8. We hereby offer to supply the stores detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of Techno-commercial Bid. We shall be bound by the communication of acceptance dispatched within the prescribed time.
9. Earnest Money/Bid guarantee for an amount equal to_____ has already been submitted alongwith **Techno-commercial Bid** in the form specified in clause 0700 of the 'Instructions to tenderers for global tenders for supply contract'.
10. It is also certified that Delivery period and Payment terms as para **8.1 to 8.3 of delivery period clause**and para **14.1** respectively of special conditions of tender has been clearly mentioned in **Techno-Commercial Bid**.

Signature and seal of Manufacturer/ Tenderer/Bidder

Dated.....201__ (Each page duly ink signed by authorized person of the Bidder)

Financial Bid

Rates for list of Mandatory Spares as per para 10.1 B of AMC clause of Special conditions of tender for qty required for 5 years of AMC

S N	Description of mandatory spares	Part No.	Equivalent International part no.	Qty required for 5 years of AMC	Unit	Rate per unit	Excise duty in %	Custom duty in %	Sales Tax/VAT in %	Freight charges up to destinati on in Rs/each (if any)	All inclusi ve rate per unit	Total Value of each spare
a	b	c	d	e	f	g	h	i	j	k	l	m=k x e
Total cost of mandatory spares required for 5 years of AMC												

Note:-

- Unit may be either in numbers or set as the case may be. **Quoted rates should be fixed and firm during 5 years of AMC.**
- For Indigenous bidders quoting rates in Indian Rupees, Custom duty shall not be applicable. Excise duty applicable will be Nil as per para 3.0 of Special Conditions of tender but Sales Tax/VAT will be applicable.
- For Foreign Bidders quoting rates in foreign currency (same currency quoted in FOB price-column 6 of **Annexure-A**), ED and Sales Tax/VAT shall not be applicable, but custom duty against exemption will be applicable. However, Foreign Bidders may also quote rates in Indian Rupees but VAT/Sales Tax may be applicable.

4. Para 3.0 of Special conditions of tender regarding Excise duty / Custom duty exemption against exemption certificate **will also be** applicable on arrangement of these spares.
5. **Please read para 10.1 to 10.12 of AMC clause and para 13.1 to 13.4 of Evaluation criteria contained in Special conditions of tender carefully.**

Signature and seal of Manufacturer/ Tenderer/Bidder

Dated.....201__

(Each page duly ink signed by authorized person of the Bidder)

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Technical Specification for Procurement of one Laser based contact-less sensor Track Geometry Measurement System			



**GOVERNMENT OF INDIA
MINISTRY OF RAILWAY
RESEARCH DESIGNS AND STANDARDS ORGANISATION
Manak Nagar, Lucknow-226011**

**Technical Specification for Procurement
of one LASER based contact-less sensor
Track Geometry Measurement System**

SPECIFICATION NO TM/IM/341

(Approved vide Railway Board letter no. 2010/Track-III/MC/2
dated 26.02.2014 and dated 14.01.2015)

January-2015

TRACK MACHINE & MONITORING DIRECTORATE

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SUPPLY, INSTALLATION AND COMMISSIONING OF

TRACK RECORDING SYSTEM

1.0 DEFINITIONS & ABBREVIATIONS :

IR	- Indian Railway
RDSO	-Research, Designs and Standards Organisation, Lucknow, India.
Purchaser	- RDSO, Ministry of Railways, India
System	- Track Recording System
TRC	- Track Recording Car
UPS	- Uninterrupted Power Supply System
VDU	- Video Display Unit
ALD	- Automatic Location Device
LVDT	- Linear Variable Differential Transformer
SD	- Standard Deviation

2.0 SCOPE:

- 2.1 The specifications given below are meant to broadly bring out the functional and technical requirements of track recording system. The tenderer shall furnish compliance or deviations, if any, for each clause and sub-clause of the specification along with technical explanations/details. In case of any ambiguity in any clause or sub clause, bidder is free to seek clarification before submitting the bid. The clarifications may be sought from Executive Director Track Machine, TMM Directorate, RDSO, Manak Nagar, Lucknow – 226011, Fax – 91-522-2450294 or through email at edtmrdso@gmail.com.
- 2.2 The design, manufacture, lab validation and supply of the system shall be completed within the time period specified in the contract. Subsequently, the installation, field validation and commissioning of the system shall be completed within 03 months from the date of receipt of material in RDSO.

3.0 GENERAL:

- 3.1 The track recording system with all related instrumentation / electronic system shall be installed in an IR Broad Gauge (1676 mm) Coach which will be supplied by the Purchaser. The coach will consist of a LHB shell mounted on FIAT bogies provided with hooks and buffer for attachment to other rolling

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stocks of IR. The layout drawing of coach and bogie will be supplied along with tender document.

- 3.2 The coach along with track recording system, hereinafter called TRC, shall be capable of recording track geometry, rail wear & vehicle ride parameters, performing real time processing, analysis and reporting as detailed in this document.
- 3.3 All Transducers/Sensors, Sensor beam and their mounting arrangements shall be installed within the Maximum Moving Dimension (MMD) envelope of IR as per Schedule of Dimension (SOD)-2004 and latest correction slips. The same is available at <http://www.indianrailways.gov.in>.
- 3.4 **SERVICE CONDITIONS**

System should be able to work under following service conditions:

- i. Ambient temperature - 0°C to 55°C
 - ii. Rail temperature - $(-)\ 10^{\circ}\text{C}$ to $(+)\ 65^{\circ}\text{C}$
 - iii. Humidity - 100%
 - iv. Rain fall - Fairly heavy
 - v. Atmospheric condition - Very dusty, Heavy fog
- 3.5 On IR network the electrified traction consists of overhead electric system of either 25000 V AC or 1500 V DC with residual return current passing through one of the rails in the track. System and accessories having part of electronic train running safety system such as Train protection warning system (TPWS), Audio frequency track circuit (AFTC), Digital axle counter, DC track circuiting shall not affect the accuracy of track recording results in any manner due to the induction effect of the above stated electric traction and signaling systems.
 - 3.6 The system shall be capable of recording the track parameters in a speed band of 20 km/h to 200 km/h.
 - 3.7 The TRC shall be capable of recording in both forward and reverse directions accurately to avoid need for turning of coach.
 - 3.8 The TRC shall be capable of doing track recording on all types of track structures prevalent on IR viz continuous welded / short welded panels / fish plated track comprising of concrete / steel trough / CST-9 / wooden sleepers and 65 kg / 60 kg / 52 kg rails. The System shall be capable of identifying the type of rail automatically.

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- 3.9 All the transducers/sensors and measuring frame/sensor beam/mounting arrangement for sensors and system shall be supplied and installed in the coach by the supplier. However, prior approval for the design & drawing of measuring frame/sensor beam and its mounting arrangement shall be taken from the purchaser.
- 3.10 Suitable metallic / wooden racks, panels etc for installation of hardware, computers, monitors, power supplies and printers etc. in the inspection room of TRC shall be provided and installed by the supplier.
- 3.11 The furnishing of the instrumentation room will be done by providing and fixing required furniture for operators and inspecting officials along with 01 working bench and chair for carrying out minor repair. The furniture shall be got approved from purchaser before supply.
- 3.12 The layout of system shall be such that adequate space is available for maintenance of system and movement of IR officials. Prior approval from the purchaser shall be taken for the layout. The finish and workmanship shall be to the best international standards and shall give a decent appearance with durability and serviceability. All surfaces liable to frequent handling shall be finished with materials suitable for periodical washing or cleaning and shall be of colours matching with the interior of the coach. The material used shall be suitable for use under all climatic conditions and shall be fire retardant, non-hygroscopic and vermin & rot proof.

4.0 SALIENT TECHNICAL FEATURES:

- 4.1 Inertial principle of measurement with laser based contact-less sensors shall be followed for measurement of vertical and lateral profiles of both left & right rails with appropriate correction for roll and yaw. Gauge shall be measured with laser based contact-less sensors.
- 4.2 System shall have the ability to record track irregularities having wavelengths of 3.0 m and above up to 100 m. Speed independent, spatial low pass and high pass filters shall be used for the same.
- 4.3 The system shall be capable of storing raw data (Transducer/Sensor signals), profile/chord in ASCII/Binary and processed data in ASCII/Database format in separate files for 10,000 km of track recording. An additional mirror image disk of the same capacity shall also be provided to guard against possible loss of data in case of hard disk crash. Option to record or not to record various types of data shall be selectable by the operator through user interface. The system shall also be capable of uninterrupted recording and storage of above-mentioned data for 1,000 km.

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- 4.4 System shall have the capability for real time reporting of the following peak information to TMS server, Divisional control and Sr. Section Engineer/ Section Engineer of the concerned section through cellular communication network/ Wireless Broadband or Satellite communication.
- 4.4.1 Peaks exceeding High limit mentioned in para-607(2) of Indian Railway Permanent Way Manual for all track parameters. Facility to change the limits shall also be available.
- 4.4.2 Acceleration peaks exceeding 0.15g or/and 0.20g. Facility to change the limits shall also be available.
- 4.5 System shall be capable of recording track features along with track geometry, rail wear and vehicle ride parameters accurately using previously prepared route feature location file (wherever available) and TRC's navigation system, in data files and marking of same in graphical and digital exception reports.
- 4.6 Sampling distance for recording shall be user selectable from 0.20 to 0.60 meter in steps of not more than 3 mm
- 4.7 System shall have the facility for wheel wear compensation to enable accurate measurement and recording of speed & distance and also ensure constant sampling distance with new as well as worn wheel.
- 4.8 System shall have facility to automatically pause the recording in case of TRC's movement in reverse direction. The system shall also be able to correctly measure the reverse movement and compensate for the same on forward movement of TRC, so as to restart the recording from the point where recording was paused.
- 4.9 The System shall be capable of real time (during recording) processing, analysis, storage, reporting and printing of the recorded data/reports. During recording the digital reports and analogue chart shall be displayed on separate VDUs and printed on separate printers. Two copies of exception report and one copy of analogue report shall be printed during recording. Option to take or not to take the print of exception report and analogue report shall be available to user.
- 4.10 Adequate number of minimum, 21 inch flat, thin LCD based VDU shall be provided in the inspection room of TRC. In addition, required number of minimum 17 inch LCD based VDUs for operator interface, display of digital exception reports and analogue chart shall also be provided near operator console.

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- 4.11 The facility shall be provided for communication and data transfer from TRC to R.D.S.O and head quarters of Zonal Railways. This facility shall be based on GSM /GPRS network.
- 4.12 A PC base portable system for creation of track feature location file in the format specified in the subsequent paras of these specifications shall be supplied with the system. The system shall be capable of recording latitude and longitude of all track features accurately using a high precision GPS along with its code and distance from last Kilometer post. The accuracy of the GPS system shall be better than 2.8 CEP. The system shall also have the capability to do the post processing of the track recording data.

5.0 PARAMETERS TO BE RECORDED:

- 5.1 The System shall be capable of measuring / recording the following parameters.
- i) Absolute vertical profile of left and right rail on two user selectable **band pass** filters in the range of 3 m to 100 m in steps of 1m.
 - ii) Unevenness of left and right rail on two user selectable chords in a range of 2 m to 20 m simultaneously with actual chord length being an even multiple of sampling distance. While recording on chord, only one band pass filter is to be selected for acquiring the vertical profile in the range of 3 m to 100 m in steps of 1m.
 - iii) Absolute lateral profile of left and right rail on two user selectable **band pass** filters in the range of 3 m to 100 m in steps of 1m.
 - iv) Alignment of left and right rail on two user selectable chords in a range of 2 m to 20 m, simultaneously with actual chord length being an even multiple of sampling distance. While recording on chord, only one band pass filter is to be selected for acquiring the lateral profile in the range of 3 m to 100 m in steps of 1m.
 - v) Gauge (measured 14mm below rail table) at every sampling point.
 - vi) Super elevation or Cant at every sampling point.
 - vii) Twist on two user selectable bases in a range from 2 m to 20 m from cross level and from dynamic cross level (difference of left and right rail absolute profiles). Option to select either of the methods shall be available. Individual defect will be represented as the amplitude from the zero line to the peak value.
 - viii) Curvature at every sampling point. (To be measured in degrees. Degree is defined as $1750/R$, where R is the radius of the curve).

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- ix)
 - a) Internal Rail Profile
 - b) Lateral wear (Horizontal gauge side wear)
 - c) Vertical wear
 - d) 45⁰ internal rail profile wear
- x) Vertical and Lateral acceleration on bogie pivot of TRC and in Loco/Test Vehicle in a band pass of 0-16 Hz or 0-8 Hz. Option to select either bands shall be available.
- xi) Vertical & lateral acceleration at axle box level on both sides of axle on a user selectable band pass filter in the frequency range of 0 to 48 Hzs.
- xii) Marking of 24 route features through route feature information file and dedicated key pad by punching single key assigned for each feature during recording along with distance.
- xiii) Speed of recording
- xiv) Distances for relevant features

5.2 The accuracy of measured track parameters in terms of repeatability and reproducibility shall be in accordance with the limits laid down in European code EN 13848-2. The reproducibility shall be tested and confirmed in the speed band of 40 to 160 Kmph as per the limits laid down in European code EN 13848-2.

5.3 The accuracy of wear in terms of repeatability and reproducibility shall be measured in terms of SD of sample to sample variation for a block of 200 m and the 95 percentile values shall be within the limits given below

Lateral wear (Horizontal gauge side wear)	0.2 mm
Vertical wear	0.2 mm
45 ⁰ internal rail profile wear	0.2 mm

5.4 Route Feature Information and Synchronisation:

5.4.1 Route Feature location file is a data file for each route of IR. This file is in ASCII format containing the location of various route features viz. turnout, level crossing, bridges, station etc. in terms of distance from the previous km post along with latitude and longitude of the route feature. Sample of such file is attached as Annexure-1. This data file will be supplied by the purchaser.

5.4.2 The system shall be installed with RFID based Automatic Location Detector (ALD) for location synchronization as per technical details given below:

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RFID based Automatic Location Detector (ALD) comprises of two parts, one passive ground transponder installed in track and one active unit installed in TRC to detect the ground transponder. The active unit (Reader) of ALD sensors shall be suitable to be fitted underneath the coach body & shall be rugged enough to withstand field conditions. Reader is to be supplied by the supplier. The passive unit (Tags) of ALD shall be installed on track by purchaser. For the purpose of validation of the RFID system supplied, 5 sample tags shall be supplied along with the system. Installation of the same will be carried out by the supplier with the assistance of the purchaser. The supplier will install the RFID reader compatible with RFID tag of open protocol and will provide the names of at least three manufactures of compatible tag along with make and model number.

RFID based ALD should be generic in nature and based on open protocol i.e. it will not require any proprietary interface protocol between RFID tags and RFID Readers. Both reader and tag shall be suitable for reliable working up to 200kmph capable of handling minimum 144 bits of user information along with minimum 48 bits of error checking code. To obviate interface, the RFID tags installed would be capable of storing stamp data to indicate its purpose so that discrimination among tags used for TRC purpose and those for any other Railway application such as Automatic Train protection systems on any part of Indian Railway can be made. The location of RFID tags installed in the track will be made available in the route feature location file. While recording, when the reader detects a RFID tag on the track, its current location should be updated/corrected as per the location stored in the route feature location file. The design and mounting of the automatic location detector should be such that it can sense the ground target without infringing the IR Maximum Moving Dimension envelope. The method of incorporation and combining of these shall be got approved in advance from purchaser.

The successful tenderer will be required to provide the user manuals of RFID Readers including the information containing air-gap interface protocols between RFID tags and RFID Reader as well as interface protocols between RFID reader and TRC integration within 3 month of award of contract.

- 5.4.3 System shall be capable to record route features with its distance from previous kilometer post accurately using previously prepared route feature location file & manually entered route features by event marker key pad using TRC's navigation system and incorporate the same in the exception and analogue reports along with storing the same in data files. The TRC's

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navigation system comprises of tachometer, ALD, event marker keypad and associated processing hardware and software. The method of incorporation and combining of these shall be got approved in advance from the purchaser.

5.4.4 In addition to Route feature location file, system shall also provide for manual entry of various route features by the operator using a dedicated event marker keypad having one key for each of the following features. It should be possible to mark, print & record track features from keypad while recording with route tape.

1. Km post,
2. TP/OHE Mast,
3. Pt.& Crossing,
4. Level Crossing,
5. Switch Expansion Joint,
6. Buffer rails,
7. Road Over Bridge,
8. Bridge (Steel Girder) In,
9. Bridge (Steel Girder) Out,
10. Bridge (Others) In,
11. Bridge (Others) Out,
12. Curve In,
13. Curve Out,
14. Tunnel In,
15. Tunnel Out,
16. Cutting In,
17. Cutting Out,
18. Siding/loop In,
19. Siding/loop Out,
20. Speed Restriction In,
21. Speed Restriction Out,
22. Three Spare keys as user options

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5.4.5 The system shall have the facility to detect transponder (fixed at a known location) and synchronize the distance with respect to the actual location of the ground transponder stored in the route feature location file. In case a transponder is not detected or missing, then synchronization should take place on next transponder. It should not synchronize the route tape on detection of false ground targets such as points & crossings, level crossings approach etc. In addition, facility for manual synchronization by punching the kilometer switch of keypad shall also be provided.

5.4.6 The speed shall be accurately recorded using an optical or any other suitable encoder connected to one of the axles of the TRC. The speed shall be displayed in digital form inside the TRC at two suitable locations. A spare tachometer shall be provided duly connected with another axle as standby.

6.0 HARDWARE:

The digital and analogue hardware shall meet all requirements of the specification, keeping the following in view.

- 6.1 The system shall be so designed that the same is capable of up-gradation in future.
- 6.2 All data acquisition and amplifier cards used in the system shall be properly secured from all sides in such a way that these do not get loose in their sockets due to vibration of the coach.
- 6.3 The latest and new industrial quality digital and analogue hardware, capable of withstanding the service conditions stipulated in clause no. 3.4 and vertical & lateral accelerations of upto 0.8 g at coach floor level and upto 1.0 g at the Measuring Frame/Sensor Beam fixed to the axle box/ Bogie shall be provided. Axle box mounted accelerometers shall be capable of withstanding acceleration occurring on IR track. Transducers/Sensors used shall be of rugged quality and well protected against flying objects, debris, shocks, vibrations etc. and shall be properly secured.
- 6.4 Flexible good quality shielded cables and connectors capable of working reliably in dynamic condition prevailing on IR System shall be used.
- 6.5 System shall be such that results are not affected by electronic noise, spikes, surges of the generator, power line and EMI generated by over-head electric traction lines, return current & track circuiting currents in the rails etc. Adequate shielding, line filters with surge suppressors etc. shall be provided.
- 6.6 Suitable resilient mounting arrangement shall be provided for accelerometers mounted on the measuring frame.

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- 6.7 The system shall be compact with minimum loose links, so that during recording runs the problem of loose connection & loose link shall not be encountered
- 6.8 The system shall be modular in design so that in the event any unit / card / transducer going defective, it can be replaced with ease during run.
- 6.9 A patch panel shall be provided to enable monitoring the signal of any transducer /Sensor and power supply to facilitate calibration/trouble shooting. Facility and equipments for monitoring of individual transducer, conditioned output of the signal and the frequency/voltage/wave pattern of the power supply by the operator, shall be provided.
- 6.10 A system of indicating the functioning of transducers in the form of dancing lights or on separate VDU shall be provided.
- 6.11 The system shall be provided with good quality UPS of proper rating and reputed make. The entire system will be powered via this UPS, with back up time of at least 60 minutes. Stand by constant voltage transformer (CVT) shall also be provided in addition to UPS.
- 6.12 Adequate number of Laser/Dot Matrix Printers shall be supplied to print various on-line reports e.g. exception reports, rail profile report, acceleration report, curvature report and various analog report. The Laser/Dot Matrix printers should also be compatible with system for printing digital exception report.
- 6.13 The system shall be provided with CD/DVD writer for down loading of the TRC data.
- 6.14 The supplier shall take prior approval of the hardware / software design from the purchaser before actual adoption.

7.0 SOFTWARE:

7.1 DATA PROCESSING AND REPORTING DURING RECORDING:

- 7.1.1 The software shall be so designed that it should be possible to use the same in upgraded versions of operating systems and PCs i.e the source code shall not be dependent on the operating system.
- 7.1.2 The software shall be user friendly and menu driven. It shall be capable of measurement, recording and storage of raw data i.e. transducer signals, profile/chord data and processed data for all the parameters covered in clause 5 of this specifications.

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7.1.3 The software shall have option to select either profile or chord mode. In case of profile mode, the software shall be capable of recording the profiles on two user selectable bands of wavelengths in the range of 3m to 100m. In case of chord mode there shall be a single band of wave length in the range of 3m to 100m with processing of data on two user selectable chords in the range of 2 m to 20 m, with actual chord length being an even multiple of sampling distance.

7.1.4 Software shall be able to generate the following from the profile and chord data. The formats will be finalized and provided by the purchaser.

- i) Evaluation of SD for all track parameters for each block of 200m length in a kilometer, except for the last block, length of which may be less or more depending upon the length of the kilometer. However, if the distance in the last block is more than 250m, the SD of excess length above 200m shall be calculated and reported as sixth block. A kilometer can have variable number of blocks depending on the length of the kilometer.
- ii) Evaluation of average gauge (for blocks of 200 meter), calculated from absolute gauge and measured above specified gauge entered at the start of run.
- iii) For SD evaluation and peak information/distribution, variation of gauge over moving average (with specified length of moving window) shall be taken.
- iv) Evaluation of two SD based indices separately for all track parameters for each block, as per the formula supplied by RDSO.
- v) Evaluation of minimum one SD based composite indices for each block as well as for the whole km, as per the formula supplied by RDSO.
- vi) Recording & printing of route features along with distance from km post in exception reports and analogue charts being printed during recording and offline.
- vii) Evaluation and reporting of peak distribution for both profile and chord modes according to various predefined limits / bands.
- viii) Categorization of track for each parameter in minimum four categories based on the predefined criteria to be supplied by the purchaser.
- ix) Evaluation and reporting of maintenance instructions as per predefined limits of SD values for various parameters.

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- x) Determination and storage of one highest value peak for all parameters including acceleration for every 50 meter length of track and reporting of 10 worst peaks out of the determined total no of peaks in decreasing order of magnitude along with distance from the last km post. The logic of zero crossing shall be used for determination of peaks.
- xi) Determination and storage of one highest value peaks for vertical & lateral acceleration at axle box level for both left & right end.
- xii) Determination of number of peaks above two and three predefined threshold for vertical and lateral acceleration at bogie pivot of coach, left side axle box, right side axle box and in locomotive.
- xiii) SD value of vertical and lateral acceleration for every 200m of block on left and right side of axle box.
- xiv) Facility to make any parameter(s) non recorded during recording run without pausing the system.
- xv) Evaluation of the average speed, block wise and km wise.
- xvi) Generation and printing of exception report for wear above the predefined limit in the format given by RDSO.
- xvii) Generation and printing of curvature report in the format given by RDSO.
- xviii) Evaluation of vertical and lateral Sperling Ride Index for vertical and lateral acceleration for every 200m block except for the last block, length of which may be less or more depending upon the length of the kilometer. However, if the distance in the last block is more than 250m, the SD of excess length above 200m shall be calculated and reported as sixth block. A kilometer can have variable number of blocks depending on the length of the kilometer. Formula for ride index shall be given by RDSO.

7.1.5 System shall be able to display analog / graphical output comprising of any eight user selectable parameters on VDU and print the same on laser printer. Analog output of each kilometer shall be printed on one page. The system shall also have the capability to store the analog output in suitable format for it's future viewing, processing and printing. The graphical / analog output shall also include following for each kilometer.

- i) Two level lines for each parameter as per predefined limits.
- ii) Vertical lines at every 100 or 200 meter distance.

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- iii) Average speed for every 100 or 200 m section.
- iv) Route Features
- v) Header details e.g. Railway, Section, Section speed, Kilometer, Date of recording, file name in which analog data has been stored etc.

7.2 POST PROCESSING OF DATA:

7.2.1 The post processing of the Track Recording Results are to be carried out in office environment. Any additional hardware except PCs, required for post processing of data shall be supplied with the system.

7.2.2 The post processing software module shall be capable for regeneration of graphical chart and exception reports being generated during recording from the stored raw data (Transducer signals), profile or chord offset data along with display on PC's VDU. The software module shall have the facility to make any user defined parameter non- recorded by making SD values and peak values zero for the defined parameter.

7.2.3 The post processing software module shall be capable for generation viewing and printing of following reports from the stored processed data (exception report values). The reports are required to be generated both for profile and chord mode.

- (i) Recording run summary, Section wise summary and various other reports using different peak based, SD based and indices based exception limits. The formats of reports will be provided by purchaser after award of contract.
- (ii) Reports for comparison of two recording results as per formats provided by the purchaser after award of the contract. The comparison software shall also indicate the improvement or deterioration among various recordings.

The purchaser (RDSO) will provide the formats of reports after award of contract. The data of all reports shall also be stored in comma separated ASCII files. For section wise summary, the software shall be capable of storing the data in file or data base in the desired format. The purchaser will provide the file/data base after award of contract.

- (iii) The software shall be capable of generating analogue output of raw data (transducer signal) for the selected patch of track.

7.2.4 The software should also be able to generate reports compatible with IR's TMS for the various inputs required by TMS from TRC.

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8.0 CALIBRATION, DIAGNOSTICS AND SIMULATION RUN:

- 8.1 Design of the System shall be such that it is self-calibrating and self-balancing to the extent possible.
- 8.2 Detailed procedures and periodicities of different types of calibrations required to be done viz. lab, field, quick, detailed etc. shall be given for various components, cards, transducers, sub-systems etc. The daily calibration should be possible in minimum possible time, preferably within 15 minutes.
- 8.3 The calibration procedure shall be easy and should require minimum adjustments.
- 8.4 System shall be designed with diagnostic features. It shall have facility to check various transducers, modules etc. and communication between various sub-systems and peripherals etc.
- 8.5 The system shall be provided with features to facilitate trouble shooting at module level. Status of various parameters of modules/ transducers shall be displayed on system VDU with reference and limiting values for identification of faulty modules. System shall have facility / modules for generation of simulated signals and speed required for testing of system when in stationary condition. All specialized tools and equipments required for calibration, diagnostics, repair and simulation shall be supplied as a part of the system. The list of all such items to be supplied shall be furnished as a part of the technical bid.

9.0 ACCEPTANCE TESTS:

- 9.1 The system shall be subjected to both laboratory and field validation tests, before acceptance. **Supplier shall submit detailed lab and field validation schemes after award of contract for approval.** The decision of the purchaser regarding validation and testing of the system shall be final and binding on the supplier. Inspection, validation and acceptance of the system (laboratory & field) will be done by the nominated officials of RDSO.

9.2 LABORATORY VALIDATION TESTS:

- 9.2.1 The laboratory validation tests shall include detailed testing of various components, transducers, sub-systems, assemblies etc. of the system as per the approved lab validation scheme. The lab validation shall also include feeding of simulated signal of known amplitude and frequency for various simulated speeds in the range of 20kmph to 200kmph in the system and output will be compared with input signal after accounting for transfer function.

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9.2.2 The laboratory validation tests shall be carried out, prior to shipment at firm's premises. Firm shall make available all facilities required for laboratory validation tests. The firm will inform the purchaser at least 10 weeks prior to the date when system will be ready for laboratory validation tests.

9.2.3 If laboratory validation/tests show any deficiency in the system from the specifications, the supplier shall rectify the deficiencies within a reasonable period. The travel, Boarding and other expenses to be incurred for subsequent inspection should be borne by the supplier.

9.3 **FIELD VALIDATION TESTS:**

9.3.1 Field validation shall be done on short stretches of up to 10 km as well as on long stretches of 500 to 1000 km consisting of any type of track (CWR, SWR, fish plated or mixed) in well maintained and/or run down track including straight, curves, bridges and station yards.

9.3.2 In case of short stretches, the system will be tested for repeatability and reproducibility as per the provisions mentioned in para 5. 2 and 5. 3 in the speed band of 40 to 160 Km/h at 04 speeds.

9.3.3 The magnitude of the defect peaks/exceedences recorded at various speeds will be compared with that measured by IR's existing TRCs and/or actual field measurements. The variation in results shall be within a reasonable accuracy to the satisfaction of the inspecting engineers of the purchaser.

9.4 The supplier shall submit detailed laboratory and field validation test schemes based on the aforementioned stipulations within 3 months of award of contract, for the approval of the purchaser. The decision of purchaser regarding the lab and field validation schemes to be adopted shall be final and binding.

9.5 If field validation/tests show any deficiency in the system from the specifications, the supplier shall rectify the deficiencies within a reasonable time to complete the commissioning in the specified period.

9.6 The supplier shall be required to supply and install free of cost all the equipments, components, PCB cards, ICs, cables, transducers, connectors, spares and consumables which may fail, malfunction, become defective or required for uninterrupted working of testing car during field trial and commissioning of system.

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10.0 DOCUMENTATION:

- 10.1 Installation, Calibration, operation, maintenance, service, and troubleshooting manuals shall be prepared in sufficient detail to the satisfaction of purchaser and supplied in three copies each.
- 10.2 Documentation of system hardware including transducers shall be supplied comprising of details of circuit diagrams, electrical and electronics designs with descriptions, component materials/part number, equivalent international part number, component specifications etc. along with explanatory notes and comments where ever necessary.
- 10.3 System software flow chart, algorithms, source code, etc. shall be supplied. Source code and executable files of the software shall also be supplied on CD/DVD as well as in hard copy.
- 10.4 Installable version of system software along with procedure to install the same from scratch in case of failure of hard disk shall be provided on CD/DVD & portable hard disk.
- 10.5 Complete filter design, it's equations, transfer functions and plots/graphs for filter's response shall be provided.
- 10.6 Licensed copy of operating systems, compilers or assemblers for the language used in writing the software shall be supplied.

11.0 TOOLS:

- 11.1 All tools including measuring equipments required for diagnostics/fault finding and normal maintenance/repair shall be supplied as a complete kit. The list of such tools and equipments proposed to be supplied with system shall be furnished as part of technical details of offer.

12.0 TRAINING:

- 12.1 Supplier shall provide the training to four RDSO officials for four weeks in calibration, operation, fault diagnosis, repair and maintenance of the system at his premises. In case of indigenous supplier, if certain parts/sub-assemblies is imported, the required training shall also be provided at the premises of such foreign manufacturer/supplier. The following shall be included in the training schedule.
 - a) Hardware: This training shall include calibration, operation, fault diagnosis, repair and maintenance of hardware supplied upto module level. The interconnectivity of the modules/subsystems shall be explained in detail.

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- b) Software: The training should be so imparted that any subsequent minor changes in processing software for indices calculation and reporting as desired by IR in future can be incorporated. This training shall include the explanation of flow charts, source code of the processing software supplied including algorithms.
- 12.2 The theoretical part of the training regarding fault diagnosis, repair and maintenance including explanation of algorithms, flow charts and source code of the processing and reporting software shall be completed before commencement of lab validation. The training shall be given on the system to be supplied.
- 12.3 During commissioning of the system, four RDSO officials shall be trained in operation and maintenance of the system for a period of six weeks by the supplier.
- 12.4 Training notes and suitable reading material (in soft and hard copies) shall be provided to each trainee official before commencement of each spell of training.
- 12.5 The charges for providing the training per official shall be separately quoted by the tenderer and payment for training shall be based on the number of officials actually trained. However, the cost of traveling, boarding and lodging for IR officials will be borne by the purchaser.

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TGMS Ver 1.0,Route Information Route No: 0151 Reversed

USER 1

USER 2

South Central

BPQ-WRE

16,1,

0198,0998,1,

0199,0162,10,

0199,0480,2,

0199,0690,24,

0199,0748,25,

0199,0843,11,

0199,1001,1,

0200,0042,10,

0200,0827,11,

0200,0850,26,

0200,0997,1,

0201,0135,2,

0201,0162,10,

0201,0279,24,

0201,0340,25,

0201,0353,11,

0201,0403,10,

0201,0578,2,

0201,0603,11,

0201,0606,47,

0201,0684,40,

0201,0684,40,

0201,0725,40,

0201,0800,47,

0201,0981,1,

0202,0000,2,

0202,0142,2,

0202,0432,26,

0202,0485,26,

0202,0550,10,

0202,0588,47,

0202,0661,40,

0202,0702,40,

0202,0702,40,

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List of Track feature with codes used in Route Data File

Feature No.	Details	Feature No.	Details
1	KM	50	BUFFER RAIL
4	Signal	60	CUTTING IN
10	CRV IN	61	CUTTING OUT
11	CRV OUT	70	PERM SR IN
20	G BR IN	71	PERM SR OUT
21	G BR OUT	72	TEMP SR IN
24	BR IN	73	TEMP SR OUT
25	BR OUT	77	TRANSPONDER
26	L XING	88	USER 1
40	Pt XING	89	USER 2
47	SEJ	2	TP

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Annexure-3

