

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

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**GENERAL CONDITIONS OF CONTRACT FOR ELECTRONIC TENDERS 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; or

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

**0903 Extension of Time for Delivery**

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

**0904 Consequence of Rejection**

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



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

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

1101 In case where only a portion of the stores ordered is tendered for inspection at the 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**

- (a) The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole 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.
- (b) The following re-Inspection charges will require to be paid by the contractor to the inspecting agency –
  - (i) Failure to offer material for inspection

Current	New
50% of inspection charges upto max. of Rs. 5000	(a) Before the visit of inspecting engineer (IE):50% of inspection charges up to mx. Of Rs.11000. (b) After visit of IE: twice the charge payable in 'a' above.

(ii) Material has to be re-inspected due to rejection of material at firm's premises

Current	New
50% of inspection charge + Actual test charges	100% inspection charge + actual test charge

(iii) Material has to be re-inspected due to non-dispatch

Current	New
50% of inspection charge + actual test charges.	100% inspection charge + actual test charge

**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 2903 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

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

**1903 Lien in Respect of Claims in Other Contracts**

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

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

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

**2000. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

2001 **Risk in the stores-**

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

2002 **Consignee's right of rejection-**

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

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

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

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

- (i) In case of rejection of pre-inspected supply of goods at consignee end, the material rejection advice/rejection memo should be sent to all concerned i.e. firm, purchaser, pre-inspecting agency, paying authority as per the contract, associate bill paying authority etc. without fail.
- (ii) The concerned paying authority as per the contract and associated bill paying authority should note the rejection advice details in its recovery register for effecting recovery of payments made, as the case may be.

- (iii) Joint inspection of rejected lot of goods should be held with pre-inspection agency and firm. In cases of failure of the firm to associate with joint inspection, the same should be held with pre-inspecting agency.
- (iv) Firm may be permitted to rectify the rejected goods in its premises only after the firm has deposited the payments already made against the same or equivalent amount has been withheld for this purpose.
- (v) In case of replacement supply against the rejected lot of goods, the same should be pre-inspected by the pre-inspecting agency prior to acceptance of the same by the consignee.
- (vi) In case of acceptance of replacement supply/ rejected supply after rectification, the material rejection advice/ rejection memo issued earlier should be withdrawn under advice to all concerned.

2006 **Subletting and assignment-**

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

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

2007 **Changes in a firm-**

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

**2100. RESPONSIBILITY FOR COMPLETENESS**

2101 Any fittings or accessories which may not be specifically mentioned in the specifications but which are usual or necessary are to be provided by the Contractor without extra charge, and the plant must be complete in all details.

2102 The work shall be performed at the place or places specified in the contract or at such other place or place as may be approved by the Purchaser.

2103 In all cases where the contract provides for tests on site, the Purchaser, except where otherwise specified, shall provide, free of charge, such labour, materials, fuels, stores, apparatus and instruments as may be required from time to time and as may reasonably be demanded, efficiently to carry out such tests of the plants, materials or workmanship, etc., in accordance with the contract.

2104 In the case of contracts requiring electricity for the completion of the work and for test on site, such electricity, when available, shall be supplied free to the Contractor at the pressure of the ordinary supply. However, responsibilities of Purchaser and the Contractor required for execution of work at consignees site shall be as defined in bid document Part-II.

**2200. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT**

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

**2300. INDEMNITY**

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

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

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

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

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

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

**2500. BOOK EXAMINATION CLAUSE**

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

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

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

- 2502 The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised Government Officer shall have the power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company which shall be open to his inspection as mentioned in clause 2501.
- 2503 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.
- 2504 Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause 2501 above. In the event of Contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgment of the Purchaser which would be final and binding on the Contractor and his agencies.
- 2600. REMOVAL OF REJECTED STORES**
- 2601 On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject to as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would in the course of ordinary post reach the Contractor, provided that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereof.
- 2602 All rejected stores shall in any event and circumstances remain and always be at the risk of the Contractor immediately on such rejection. If such stores are not removed by the Contractor within the periods aforementioned, the Inspecting Officer may remove the rejected stores and either return the same to the Contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any, from such disposal as may be necessary to recover any expense incurred in connection with such disposals (or any price refundable as a consequence of such rejection). The Purchaser shall, in addition, be entitled to recover from the Contractor handling and storage charges on the rejected stores after the expiry of the time-limit mentioned above.
- 2603 The stores that have been 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**

**3001. A) FOR DOMESTIC BIDDERS/ TENDERERS**

In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided for by these Conditions or 'Instructions to Tenderers' or the Special Conditions) the same shall be referred to the sole arbitration of a Gazetted Railway Officer appointed to be the Arbitrator, by the DG/RDSO Lucknow, India. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servants had expressed views on all or any-of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

**(B) FOR FOREIGN BIDDERS/TENDERERS**

In the event of any dispute or difference arising between the parties hereto relating to any matter arising out or connected with this agreement, such dispute or difference shall be referred to the Arbitral Tribunal. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the DG/RDSO Lucknow India and the contractor. The arbitrators so appointed by DG/RDSO Lucknow India shall be a Gazetted Rly. Officer who did not have an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Railway Servants had expressed views on all or any of the matters under dispute or difference. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties, and shall act as presiding arbitrator. In case, the two appointed arbitrators fail to agree on the third arbitrator within 30 days from the date of their appointment, the appointment shall be made,

upon request of a party, by the Chief Justice of India or any person or institution designated by him, which shall be final and binding on the parties. Subject as aforesaid, the Indian Arbitration Act, 1996 the rules there under and any statutory modifications or reenactment thereof, shall apply to the arbitration proceeding under this agreement. The venue of the arbitration in all cases shall be in India.

3002. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.
3003. It is further a term of this contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
3004. The Arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.
3005. Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator.
3006. Subject as aforesaid, the Arbitration Act, 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
3007. The venue of arbitration shall be the place from which the Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.
3008. In this clause the authority to appoint the Arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

**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

RDSO GT EGCC

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

**FORM FOR FOREIGN BIDS**

**Not required for Electronic Tender**

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**ANNEXURE-II**

**FORM FOR INDIGENOUS BIDS**

**Not required for Electronic Tender**

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ANNEXURE-III

(Please see clause-502(a) of ‘Instructions to Tenderers for electronic tender 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  
contract

Signature and seal of the Manufacturer/ Tenderer

**ANNEXURE-IV**

(Please see clause-502 (b) of 'Instructions to Tenderers for electronic tender 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-0815 of 'Instructions to Tenderers for electronic tender 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.....

We .....as established and reputable manufacturers of .....

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

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

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

Yours faithfully,

(NAME)

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

(Name of Manufacturer)

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

**ANNEXURE-VI (A)**

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

**DETAILS OF SHIPPING ARRANGEMENTS FOR LINER CARGOES IN RESPECT OF CFR/CIF/PPP/F.O.R. CONTRACTS FOR IMPORTS****(a) SHIPMENTS FROM PORTS OF U.K. INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENKARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF THE MEDITERRANEAN (I.E. FRENCH AND WESTERN ITALINA PORTS), TO PORTS IN INDIA.**

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

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

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

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

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

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

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



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

(i) **IMPORTS FROM POLAND**

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

(ii) **IMPORTS FROM CZECHOSLOVAKIA**

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

Shipping arrangements should be made by the Sellers in consultation with the Resident Representative of the Indian shipping Lines in Gdynia, C/o Morska Agencja W. Gdyni, Gdyni, ul, Pulaskiego 8, P.O. Box 246; Gdynia (Poland) - Telex: MAG, PL. 054301, Tel: 207621), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc., should be furnished at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), New Delhi (Cable: TRANSHART, 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; Telex011-4049 MOGUL), to whom details regarding contract number, nature of cargo, quantity, port of loading/discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Shipping & Transport(Chartering Wing), New Delhi (Cable : 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 Fright Conference. If the Seller finds that the space on the Conference Lines vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh- Ceylon and Burma Outward Fright Conference, 19, Rector Street, New York N.Y 10006 U.S.A. for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi (Cable: 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 electronic tender 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: TRANSHART, 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

	<b>Area</b>	<b>Forwarding Agents/Nominees</b>
(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 electronic tender 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-0814 of 'Instructions to Tenderers for electronic tender 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 electronic tender for global tender, Special Conditions of tender and general conditions of contract for global tender for supply contract:

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (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 electronic tender 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:

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (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 electronic tender 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 we .....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India).

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

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

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

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

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

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

(Please see clause-1800 of 'General Conditions of Contract for electronic tender 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/s .....one of our constituents, (hereinafter called the "Sellers") have agreed to sell to you (hereinafter referred to as the "Government"), .....Nos. of.....(give description) as per contract No.....dated.....(hereinafter called "the said contract").
- (2). And whereas according to the terms of said contract, it has been stipulated that payment of 10% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a bank guarantee from a recognised Bank ,acceptable to the Purchaser for 10% 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 electronic tender 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**

**NOT REQUIRED FOR ELECTRONIC TENDERS**

RDSO GT EGCC

**Annexure –XIV**

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

**NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM**

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

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

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

Date:

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

Signature of the authorized Bank Manager with Stamp

Date:.....



**ANNEXURE-XV**

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

**CHECK LIST**

1	Have you purchased/downloaded the Bid Documents ? <b>(Not required for electronic tenders)</b>	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 uploaded authorization letter from manufacturer in prescribed proforma <b>(Annexure-V)</b> duly signed by CA, in case you are authorized dealer?	Yes/No
6	Have you uploaded the Performance Statement?	Yes/No
7	Have your uploaded the Statement of Equipment and Quality Control?	Yes/No
8	Have you uploaded the Statements of Deviations? (Annexure VIII&IX)	Yes/No
9	Have you read all instructions contained in Instructions to tenderers for electronic tender 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 <b>Special conditions of tender/contract?</b>	Yes/No
11	Have you uploaded all documents relating to <b>eligibility criteria</b> given in Special conditions of tender of tender document?	Yes/No
12	Have you included prices of all Standard Accessories in the price of the machine as per specification?	Yes/No
13	Have you quoted delivery period correctly and precisely?	Yes/No
14	Have you kept your offer valid for 180 days	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 electronic tender for global tenders for supply contract’)

**CHECK LIST for Foreign Suppliers having Indian Agent**

(i)	Have you uploaded 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 uploaded 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 uploaded.	Yes/No

**Signature & Seal of the Manufacturer / Tenderer**

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

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