

# NORTHERN RAILWAY BID DOCUMENT PART I

Signature Not  
Verified

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## BID DOCUMENT PART - I

### 0100. DEFINITIONS AND INTERPRETATION

In the contract, unless the context otherwise requires:

0101. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes "Letter of Acceptance" of his tender;
0102. "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination; where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other persons; and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified ;
0103. "Interim consignee" means the representative of the Purchaser to whom the material is delivered for onward dispatch to the consignee and does not include a carrier for the purpose of transmission of the stores to the consignee;
0104. "Contract" means and includes Bid Invitation, Instructions to Tenderers, General Conditions of Contract, Acceptance of Tender including Letter of Acceptance, Special conditions of contract/tender, Schedule of Requirements, particulars and the other conditions specified in the acceptance of tender(the agreement entered into between the purchaser and the contractor including all attachments and appendices thereto and all documents incorporated by reference therein) and also includes a 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 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 organisation specified in the contract for the purpose of inspection of stores or works under the contract and includes his/their authorized representative;
0110. "Material" means anything used in the manufacture 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 pre scribed 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 firm's 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 tender 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 Principal Chief Materials Manager, Northern Railway, Baroda House, New Delhi -110 002, INDIA and includes his successors and assignees ;
0115. "Signed" includes stamped, except in the case of an acceptance of tender 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 "Schedule of Requirements", hereto annexed or to be implied therefrom or incidental thereto, or to be hereafter specified or required in

such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s) and "Schedule of Requirements") and also in such additional instructions and 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 terms of the contract, after approval by the Inspecting Officer if so provided in the contract —

(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 in 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.

0126 The commercial conditions are indicated in Bid Document Part-I. If there is any ambiguity in respect of any commercial condition between Bid Document Parts-I and Part-II, Bid Document Part-I will prevail.

Wherever, special conditions are indicated under the heading "Special Conditions of Tender". These will supersede the corresponding conditions given in Bid Document Part-I & Bid Document Part-II.

- 0127 All mandatory fields in pre-designed templates of 'Techno Commercial Bid Details' form and 'Financial rate page' form marked with asterisk (\*) shall be filled in by the tenderer.
- 0128 The stores offered should be in accordance with stipulated drawings and specifications as given in the 'Techno Commercial Bid Details' form and 'Financial rate page' form and attachments attached with the electronic tender.
- 0129 The details of deviations, if any, from tender specification and other conditions should be clearly indicated in the Technical **Deviation and Commercial Deviation** templates provided on 'Techno-commercial Offer' form. Alternatively, the tenderer can submit the details of deviations as per the format given in Annexure – 8 & 9 of Bid Document Part-I, by attaching the deviation statement in PDF format in the **Attach Documents** template on 'Techno- commercial Bid Details' form. Deviations mentioned elsewhere in the offer, except in the manner mentioned above will not be considered. **Tenderers may note that conditions deviating from the tender conditions/description/ specifications may render the offer liable to be ignored.**
- 0130 Tenderers are required to quote in the same rate unit (i.e. Number, set etc.) as given in the tender schedule. Any deviation in this aspect shall render the offer liable to be ignored.
- 0131 Tenderers are advised to confirm "Compliance to special tender condition/Checklist" in the template **Special Conditions/Checklist for Bidders** on 'Techno Commercial Bid Details' form by putting a tick mark in the check box provided against each Special Condition/Checklist, and in case of a "No" must furnish reason for non-compliance with that Special Condition/Checklist in the remark entry box provided therein. **Tenderers may note that non- compliance to the Special Conditions/Checklist, without stating valid reasons in the relevant remark entry box may render the offer liable to be ignored.**

## **0200. PARTIES**

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

### **0201. Authority of Person Signing the Contract on behalf of the Contractor –**

A person signing the tender 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.

**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 tender 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 speed post/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 speed post/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 tender, 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 Government Purchaser.

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 Government Purchaser for the stores of the same

nature, class or description, the Contractor will specifically mention this fact in his tender giving reasons for quoting higher price(s). If he fail to do so or makes any mis-statement it shall be lawful for the Purchaser, (i) to revise the price at any stage so as to bring it in conformity with the sub-clause 0301 above or (ii) to terminate the contract and forfeit the amount of the Performance Guarantee Bond.

#### **0400 COMPLIANCE WITH TECHNICAL SPECIFICATIONS**

The tenderers shall clearly indicate their compliance or otherwise, against each clause and sub clause of the technical specification contained in Bid Document Part- II. The tenderers will have to attach scanned copy of requisite documents as specified in the technical specification/requirement in the PDF format in the **Attach Documents** template on "Techno Commercial Bid Details" form.

Offer of tenderers who do not comply to the above requirement are liable to be ignored.

#### **0401 SPECIFICATIONS**

Specifications indicated in Bid Documents Part-II may be obtained on payment from the following:

- (i) Indian Railway Standard Specifications from
  - The Controller of Publications, Civil Lines, Delhi - 110054, INDIA
  - Office of the High Commissioner for India, Publication Branch, India House, Aldwych, London-WC
- (ii) Indian Standards Specifications from
  - The Director General, Bureau of Indian Standards,
  - Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi- 110001, INDIA
- (iii) Particular Specifications, Drawings and details from  
Director General, Research, Designs and Standards Organization, Manak Nagar, Lucknow- 226 011, INDIA.

**0402** The equipment's offered should be in accordance with the stipulated drawings and specifications in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated and in such an event, a certificate from the users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more other countries. The names of those foreign countries should also be indicated.

- 0403 The Purchaser may accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification. However, the decision of the Purchaser in this regard shall be final.
- Two copies of the alternative specifications offered should be sent along with the offer. The Tenderer should also furnish "Statement of Deviations" from tender specifications (Annexure 9) along with the offer.
- 0404 The tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure -9) indicating compliance or otherwise of each clause and sub-clause of specifications, which should invariably, be filled in and submitted along with the offer. Whenever the tenderer deviates from the provisions of a clause/sub-clause, he shall furnish his detailed justification for the same in the 'Remarks' column
- 0405 If the tenderer shall have any doubt as to the meaning of any portion or the conditions or of the specifications, drawings or plans, he shall contact the purchaser in writing at the purchaser's address specified in Bid Invitation/tender document and such request should be received not later than two weeks prior to the date for tender opening. It shall be the responsibility of bidders/tenderers to visit IREPS's website for corrigendum, if any and accordingly, submit their bids.
- 0500 **AGENTS/ASSOCIATES/SUBSIDIARY AND SERVICE FACILITIES IN INDIA (APPLICABLE FOR FOREIGN FIRMS ONLY)**
- 0501 The foreign tenderer shall include in his offer the name of the person or the firm who will be acting as his representative/agent/Associates/Subsidiary in India in respect of his offer. He shall also indicate the after sales service facilities which he or his representative/agent/Associates /Subsidiary has in India. If the foreign tenderer has no representative in India, he shall indicate in his offer the after sales service facility he intends to provide.
- 0502 Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates/subsidiary and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates/ subsidiary or the representatives they have for servicing in India. **They should quote net CFR price (indicating FOB price and Freight separately),** exclusive of the amount of remuneration or commission



provided for the Indian Agents/Associates/ subsidiary. It should be understood that the Purchaser will indemnify the supplier against payment of such commission to the Indian Agents/Associates/ subsidiary in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates/ subsidiary remuneration/or commission covers a part of the price against the tender.

0503 Foreign firms should furnish following particulars. Offers which do not comply are liable to be ignored.

- (i) The name and address of the local agent/Associate/Subsidiary.
- (ii) The amount of remuneration for the agent/Associate/Subsidiary included in the offer.
- (iii) The precise relationship between the foreign manufacturer/principals and their Indian Agents/Associates/Subsidiary.
- (iv) The mutual interest which the manufacturer/principal and the Indian Agents/ Associates/Subsidiary have in the business of each other.
- (v) Any payment which the Agent/Associate/Subsidiary received in India or abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee or as remuneration.
- (vi) Indian Agent/Associate/Subsidiary's Income-tax Permanent Account Number.
- (vii) All services to be rendered by the Agent/Associate/Subsidiary whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
- (viii) Past performance.

0504 In the case of foreign offers, the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, agency commission finally payable to the tenderer's agents in India under the contract will be converted to Indian Rupees at the T.T. buying rate of exchange ruling on date of placement of Order and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian Rupees only after successful commissioning of the machines.

0505 The amount of Agency Commission payable to the Indian Agent will not be more than what is specified in the Agency agreement

between the tenderer (i.e. the foreign principal) and the Indian Agent. A certified photocopy of the Agency Commission agreement must be submitted along with the offer.

- 0506 The Indian agent will be required to submit a certificate, along with their Agency Commission bill, confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render services to the foreign principal, i.e. M/s..... (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the aforesaid indicated confirmation coming to light during such examinations will make the foreign principal(i.e. the contractor) and their Indian Agent liable to be banned/suspended from having business dealing with Indian Railways, duly following laid down procedure of such banning/suspension of business dealings.
- 0507 Manufacturer may note that an agent/Associate/Subsidiary can represent only one firm in a tender and any manufacturer cannot submit more than one offer against a tender through different sole selling agents or one offer directly and other offers through sole selling agents. In other words, in a tender, either the Indian agent/Associate/Subsidiary on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such a situation all the offers will be rejected. Also a "100% Indian Subsidiary" of the foreign firm cannot bid through another agent. The relation between the Principal/OEM & Agent or Indian Subsidiary (100% or otherwise) or Associate should be contractually established and clear.
- 0508 The agent/Associate/Subsidiary is official representative of manufacturer/principal/tenderer. Accordingly, manufacturer/principal/tenderer shall be fully responsible for the conduct of their appointed agent. This may please be noted.
- 0509 Foreign firms may authorize their Indian Agent/Associate/Subsidiary to represent them, to bid, negotiate and conclude the contract on their behalf. They must submit valid authorization as per Annexure-4. The order/contract shall be directly placed in the name of foreign firm only and they shall be fully responsible for successful execution of contract in all respect. Offers from other agents, brokers and middlemen will not be accepted. One agent can not represent two or more foreign firms or quote on their behalf in a particular tender. Indian manufacturers are required to quote

directly and no authorization to any agent by them shall be acceptable.

- 0510 Offer shall be as per the Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022 and Bid Document Part – I. However the tenderer shall indicate his acceptance or otherwise for each clause and sub-clause of the Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022 and Bid Document Part-I. For this purpose, the tenderer shall enclose a separate statement (Annexure – 8) indicating only the deviations from any clause or sub clause of the Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_ Rev.\_1.19\_September\_2022 which he possesses with full justification for such deviations. The purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.

The Performance Guarantee bond shall be furnished by the foreign firms necessarily as per clause 2300 of Bid Document Part-I.

0600 **QUALIFYING REQUIREMENTS OF TENDERERS**

- 0601** The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that —

- (a) He is a manufacturer, who regularly manufactures the items offered and has adequate technical knowledge and practical experience;
- (b) He has financial strength and resources to meet the obligations under the contract for which he is required to submit duly audited Annual financial statements (Balance sheet, profit & loss account etc.) for the last 3 years or a report from a recognized bank or a financial institution on financial position.
- (c) He has adequate plant and manufacturing capacity to manufacture and supply the items offered within the delivery schedule offered by him;
- (d) He has established quality control system and organization to ensure adequate control at all stages of the manufacturing process.
- (e) He satisfies the provisions mentioned in "Special conditions of tender (Reference Clause)" contained in "Special Conditions of Tender".

- 0602 For purposes of clause-0601, the tenderers should additionally submit:—

- (a) A performance statement as in Annexure-1, giving a list of major supplies of same/similar equipment's effected in last 5 years or for such period as specified elsewhere in Bid Document & special conditions of tender of the items offered by him, giving details of the User's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule. Such period shall be reckoned from the date of opening of tender.
- (b) "The status of performance of firm (including performance statement or performance certificate) shall be reckoned as on the date of tender opening and not thereafter for assessing the performance of the firm in a tender. Any improvement in performance by a firm after tender opening date shall not be considered while considering the offer in the tender."
- (c) A statement indicating details of equipment deployed and quality control measures adopted by the manufacturer as in Annexure-2.

0603 In addition to the above, further information regarding his capacity, capability, if required by the Purchaser, shall be promptly furnished by the tenderer and he would offer all facilities to representative of Purchaser for assessing capacity, capability by actual visit to his works/office.

0604 *The tenderer shall submit a notarized affidavit on a non-judicial stamp paper stating that they are not liable to be disqualified and all their statements/documents submitted by along with bid are true and factual. Standard format of the affidavit to be submitted by the bidder is enclosed as Annexure-A. Non submission of an affidavit by the bidder shall result in summary rejection of his/their bid. And it shall be mandatorily incumbent upon the tenderer to identify, state and submit the supporting documents duly self - attested by which they/he is qualifying the Qualifying Criteria mentioned in the tender Document. It will not be obligatory on the part of Tender Committee to scrutinize beyond the submitted document of tenderer as far as his qualification for the tender is concerned.*

0605 *NORTHERN RAILWAY reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by the NORTHERN RAILWAY, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the NORTHERN RAILWAY shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NORTHERN RAILWAY thereunder.*

0606 The evidence/documents submitted for meeting the qualifying requirements, if found false/fake/forged/manipulated at any stage during evaluation of offers and or even during the currency of Contract, the purchaser reserves the right to summarily reject the offer or terminate the Contract at his risk and cost and take action as per applicable law including banning of business dealings etc.

0607 Make in India Consideration: As specified vide Para 2.4.2 of Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022 shall be applicable in the tender as per Public Procurement (Preference to Make in India) Order 2017 Dated 15.06.2017 and subsequent revisions.

Moreover the local supplier shall be required to provide a certificate from the Statutory Auditor or Cost Auditor of the company (in the case of companies) or from practising Cost Accountant or practising Chartered Accountant (in respect of suppliers other than companies) giving the percentage of local content.

0608 Restriction of procurement from the bidders from countries sharing land border with India as specified vide Para 2.4.3 of Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022 shall be applicable.

The successful bidder shall not be allowed to sub contract works to any contractor from a country which share the land border with India unless such contractor is registered with competent authority.

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

## **0700 EARNEST MONEY/BID GUARANTEE**

0701 Earnest Money/Bid Guarantee for amount as stipulated in the "Bid Invitation" or an equivalent amount in the currency of the country of the tenderer shall accompany each tender as under:

Estimated Value of Tender	EMD (Rounded Off to nearest higher Rs.10/- (Ten) )
Above Rs.25 Lakh and upto Rs.50 Cr.	@ 2 percent of the estimated value of the tender subject to maximum Rs.20 Lakh.
Above Rs.50 Cr.	Rs.50 Lakh.

Tenderers not falling in the exempted categories mentioned in the Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev. \_1.19 \_September\_2022 may remit the Earnest Money online through Payment gateway available on IREPS website.

#### For Global Tender

Besides above, Indigenous Tenderers, Foreign Tenderers, Indian Agents quoting on behalf of foreign tenderers can also submit Earnest Money, in physical form (Manual Mode), as mentioned under:

Note: However, in Global tender also, online payment of EMD shall be preferred. In case the tenderer wants to submit the EMD/Bid Guarantee in manual form, then the reason thereof and inescapability of submitting the same online via IREPS Website should be elucidated in detail.

- (a) Deposit receipt, pay orders or crossed Bank Draft in favour of the Financial Advisor & Chief Accounts Officer, Baroda House, Northern Railway, New Delhi -110001, INDIA, from a Nationalised Indian Bank or Scheduled Commercial Bank in India or a reputable commercial Bank of the tenderer's country.
- (b) Indian Agents can pay Bid Guarantee, if authorized by the bidder, in manner other than bonds of IRFC and KRCL. In such case, the Proforma for Bank Guarantee shall be as per Annexure-3A.
- (c) An irrevocable Bank Guarantee of any Nationalised Indian Bank or a Scheduled commercial bank in India or a reputable commercial bank in the tenderer's country in favour of the Purchaser in the form attached (Annexure-3) having a validity period of 225 days. In case, the Bank Guarantee is issued by a foreign bank outside India, the same should have confirmation of any Nationalised Bank in India. It shall be ensured that the complete particulars of the Banks' (issuing bank guarantee) mailing address including telephone no., fax no. and E-mail ID are invariably indicated on the bid bonds. For avoidance of doubt, scheduled bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act 1934.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the Northern Railway (Beneficiary). Northern Railway's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New

Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to Stores Branch, Northern Railway, Baroda House and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

(d) **Deleted.**

(e) The tenderers will have to submit the details of payment towards Earnest Money on IREPS website as follows:-

- Tenderers shall search for the relevant tender using the links (a) **quick search** or (b) **advance search** provided in their home page after logging into the system using their valid Username, Password & Digital Signature.
- On retrieving the tender details, they shall click on the Submit Payment Details icon under Actions column to access the Submit Payment Details Page. The vendors shall then click on the Submit EMD link on the Submit Payment details page. Vendors may note that Submit EMD link becomes available only after the tenderer has submitted tender document cost (or has chosen the exemption category for tender document cost, if applicable). They will then select the Instrument Type, and fill the columns 'Instrument No., Date, Issuer Bank Details (Bank Name & Branch) and Remarks, if any'. They shall then click Sign & Submit button and append their digital signature.

On completion of the details, vendors will have to upload scanned copy of the instruments towards Earnest Money in the template **Attach Documents** on 'Techno Commercial Bid Details' form.

Tenderers shall send the original document of the instrument towards Earnest Money, per bearer or by Registered Post/Speed Post to **"Office of the Principal Chief Materials Manager, Northern Railway, Baroda House, New Delhi- 110 001** duly indicating the Tender Number and Tender Closing Date on the reverse of the instruments. The envelope containing the Earnest Money shall not contain financial or techno- commercial offer, and any such offers found in the envelope will be treated as invalid offers and will not be considered. The envelope should be superscribed as under:

"Contains Earnest Money Deposit / tender document cost for Electronic Tender No<**mention tender no. here**> due on <**mention opening date here**>. This envelope does not contain financial or techno- commercial terms and conditions".



In case several documents like instrument towards Tender document cost, Earnest Money, authorization letter, NSIC registration certificate etc. are to be submitted by the tenderer, all these documents can be put in the same envelope, with suitable modification in the remarks to be superscribed on the envelope.

Tenderers shall ensure that these documents are delivered in 'Office of PCMM/Northern Railway, Baroda House' within 10 working days of the tender closing date and time, otherwise their offer shall be treated as "Offers received without Earnest Money" and will be **summarily rejected**. This office will not be responsible for any postal delay in receipt of envelopes containing the Earnest Money.

0702 The Earnest Money/Bid Guarantee shall remain deposited with the Purchaser for a period of 225 days from the original date of opening of Tender. If the validity of the offer is extended, the Earnest Money Deposit/Bank Guarantee duly extended shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.

Note: If the date of opening of Tenders is postponed, the Earnest Money/Bid Guarantee submitted by the bidder should be got extended suitably (to make it 225 days from the revised tender opening date). The extended Earnest Money/Bid Guarantee should be received in the office of PCMM, Northern Railway, Baroda House, New Delhi-110 001 within 15 days of the revised tender opening date failing which the offer will be summarily rejected.

0703 No interest will be payable by the Purchaser on the Earnest Money/Bid Guarantee.

0704 The Earnest Money/Bid Guarantee deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of his offer.

0705 The Earnest Money of the successful tenderer will be returned after the Contract Performance Guarantee as required (clause-2300 of this document) is furnished.

0706 **Deleted.**

0707 EMD shall be refunded when any one of the following conditions is satisfied.

- (a) After finalization of tender the bidder is an unsuccessful bidder.
- (b) Validity of offer expires and validity extension is not sought.



- (c) Validity of offer expires and bidder refuses to extend validity of offer.
- (d) After finalization of tender successful bidder submits required SD.
- 0708 Any tender not accompanied by Earnest Money in one of the approved forms given in clause 0601, for amount as stipulated in the "Bid Invitation" and valid for the stipulated period shall be summarily rejected.
- 0709 There shall be no exemption from submission of Earnest Money for any tender or by any tenderer except for the conditions mentioned in Para 3.3 of Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022.
- 0710 **Deleted**
- 0711 Tenderers submitting Earnest Money in the form of Bank Guarantee (BG) should ensure the following, to avoid rejection of the BG:
- i. The Bank Guarantee should be executed on non-judicial stamp paper of appropriate value as applicable at the place where the bank guarantee is executed.
  - ii. Every page of Bank Guarantee should be signed by the authority executing it and the Bank Guarantee should be duly numbered.
  - iii. All corrections/alterations, if any, made in the Bank Guarantee should be duly attested by the executants Bank and the notary public as well.
  - iv. The Bank Guarantee should be in the prescribed format (Annexure-3 of Bid Document Part-I) and completely in the typed form.
- 0800 **LOCAL CONDITIONS:**
- 0801** It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign tenderer should familiarise himself with the Income Tax Act 1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the Purchaser.

**0900 SOURCE OF FINANCING**

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

- 1000 **PRICE BASIS AND INDEMNITY**
- 1001 Foreign tenderers shall quote his prices on the basis of **CFR price (indicating FOB price and Freight separately)**, nearest port of shipment having facilities to handle the same, at the Indian Port of Entry indicated in the Schedule of Requirement.
- 1002 Under the CFR (also referred as C&F) price, the FOB price and the ocean freight charges shall be indicated separately.
- 1003 The terms FOB and CFR shall be as defined in the current edition of International Rules for the interpretation of the trade terms published by International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.
- 1004 These prices should not include agency commission payable to Indian Agents/ which shall be exhibited as already indicated in clauses-0502 and 0503. The Indian Agent's commission shall be shown in foreign currency as a definite amount and not as a percentage.
- 1005 The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or in U.S. Dollars or in any other currency widely used in International trade. However, if the goods offered are manufactured in more than one country; the tenderer may state portions of the bid price in the respective currency of the country of origin in which he wishes to be paid. The bid price shall be the total of such portions. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars or in any other currency widely used in international trade. The portion of the bid price relating to components of Indian origin to be incorporated in the plant and or installation of plant shall be invariably stated in Indian Rupees. Firms belonging to countries with which Government of India have Rupee Payment Agreements should quote the entire bid price in Indian Rupees.
- 1006 In case of invitation of bids on DDP (Delivered Duty Paid) destination basis, the tenderers are required to quote their price indicating the break- up of following items of cost:

## **A Foreign Tenderers**

- 1) CIF Cost of imported portion.
- 2) Agency Commission
- 3) Lump sum DDP charges in Indian Rupees which include Customs Duty, port handling, custom clearance, inland freight from Indian Port to the site. These charges will be reimbursed at actuals subject to maximum of quoted amount against documentary evidence. The supplier shall be entirely responsible for the receipt of the machine at the destination in good condition.
- 4) FOR destination price of indigenous portion.
- 5) If required, charges for making the foundation for the machine at site,
- 6) If required, charges for installation and commissioning of the machine at site.
- 7) Price of any other items as mentioned in the tender documents.
- 8) LC opening charges will be loaded on foreign portion at rate of 0.45% on FOB cost.

## **B Indian Tenderers**

Indian Tenderers are required to quote on "Free delivery at consignee's site" basis. They shall furnish break up of prices as per IREPS tender document. They shall also quote, if required, charges for making the foundation for the machine and for installation & commissioning of the machine at consignee's site indicating taxes, if any.

### **1007 Currency of Payment**

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

**1008** In the case of foreign offers, the Purchaser reserves the right to consider either F.O.B. or C&F quotations. In the event of an order being placed on C&F basis, the Purchaser will have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the Contractor.

**1009** The prices quoted shall be firm and not subject to any variation. In the case of C&F delivery, ocean freight charges included must also be firm and no variation will be allowed on this account after the opening of tenders.

- 1010 The tenderers should quote their lowest possible prices. Quotations should be made only for quantity specified in the tender document.
- 1011 Tenderers submitting indigenous offers shall indicate the price on "Free delivery at consignee's site" basis. Such price shall include all **State and Central Taxes** leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, taxes and other levies, packing charges, forwarding charges, freight and insurance charges and other charges, if any, shall also be given.
- 1012 The price to be quoted by the tenderers should take into account the credit accrued/availed on inputs (on revenue and capital goods and service) as per rules and regulations applicable at time of supply.
- 1013 Deleted
- 1014 **Higher Price for Earlier Delivery**  
It should be noted that if a contract is placed on a higher tender as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of offer of earlier delivery, the Contractor will be liable to pay to the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price, total cost at consignee's site including all elements of freight, **taxes, duties and other incidentals**, in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.
- 1015 In case of import under DDP contracts, the bidder is required to indicate relevant custom tariff and classification which applies to the tendered item giving break up of basic custom duty, additional custom duty, special custom duty and CVD/**GST/IGST** etc. He will also confirm/agree to pass on exemption /concession /**Input Tax Credit on GST/IGST**, if any, to the purchaser.
- 1016 **Statutory Variation clause**  
Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/ Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period

shall be to Railways' account. Only such variation shall be admissible which takes place after the submission of bid. **No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer the rate of tax/duty considered in his quoted rate.** No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/ contractor. This clause shall be read with clause 1211(vi) & clause 2800 and 2900 of Bid Document Part-I.

1017 The bidders/tenderers should ensure that they are GST compliant and their quoted tax structure/rates are as per GST Law.

1018 In case the successful bidder/tenderer is not liable to be registered under CGST/IGST/UTGST Act, the Railway shall deduct the applicable GST from his/their bills under reverse charge mechanism (RCM) and deposit the same to the concerned tax authority.

#### **1100 INSURANCE**

1101 In the case of FOB and C&F offers, insurance shall be arranged by the Purchaser.

1102 In the case of indigenous offers, the purchaser shall not arrange for any transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition in destination. Where the tenderer intends to insure the goods, he may arrange for it himself and pay insurance charges. Insurance charges should be indicated by the tenderers separately in their offer and same shall be paid on the submission of documentary evidence by the tenderers. The consignee will advise the tenderer within 45 (forty five) days of the arrival of goods and it shall be responsibility of the tenderer to lodge the necessary claim on the carrier and or insurer and pursue the same. The tenderer shall, however at his own cost replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claim.

1103 In case of Import of the machine, although the insurance shall be paid by the Purchaser, and loss or damage shall be made good by the Contractor free of cost, without waiting for the settlement of insurance claim. The payment after settlement of insurance claim shall be reimbursed by the Purchaser to the Contractor. It will be entirely the responsibility of the Contractor to make good loss/damage without waiting for

settlement of insurance claim so that machine is commissioned within the time specified in the contract.

## **1200 EVALUATION OF THE OFFERS**

1201 The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the Purchaser, as specified in the specifications and tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

1202 Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid price as payable, to the local currency of the Purchaser's country at the B.C. selling market exchange rate established by State Bank of India in the Purchaser's country for similar transactions; as on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders). All other duties such as custom duty etc. prevailing on the date of bid opening (price bid in case of single bid/packet tenders and technical bid in case of two bid/packet tenders) shall be loaded / considered for inter-se position of offers.

1203 Generally, the quotations are required on "Free delivery at consignee's site" basis indicating the breakup FOR station of dispatch, freight & other levies. In case, the Purchaser agrees or opts for delivery as FOR station of dispatch, the supplier shall agree to book the goods freight pre-paid and recover the freight element through the bill subject to documentary evidence and within the limit of freight as taken for evaluation.

1204 The Purchaser reserves the option to give a purchase/price preference to the offer from Public Sector Units and/or from Small Scale/Cottage Industries Units, over those from other firms, in accordance with the policies of the Government from time to time. The price preference above cannot however be taken for granted and every endeavour need be made by them to bring down cost and achieve competitiveness.

1205 The offers received from indigenous tenderers should indicate clearly the rates of **taxes and duties** as leviable on particular item on the date of tender opening. In case concessional duty or taxes are applicable, the tenderer should quote accordingly.

1206 **Deleted**

1207 **ENTRY TAX:-**

Entry tax is generally not applicable. However, if tenderer still want to have it paid extra, he should clearly specify the

applicable percentage in their original offer. The same will be added to the quoted rate for working out all-inclusive rates for deciding the inter-se ranking of the tenders. However, the entry tax amount will be reimbursed based on the documentary evidence subject to the ceiling limit as quoted by the firm. In case, tenderer merely quotes entry tax as extra without mentioning the specific rate applicable, then in that case same will not be considered and will also not be loaded in deciding inter-se ranking of the tender and if it becomes applicable, same is to be borne by the supplier. Therefore, if the tenderer desires to claim such charges, they should quote specific rate in their original offer.

1208 Criterion for evaluation of offers/deciding inter-se-position of offers: - Unless otherwise specified under specific tender cases separately, in case of multi items or in case of single/multi items with multi consignees, the inter-se position of the offer received shall be decided item-wise & consignee-wise and not based on the total value as a whole.

1209 All tenders will be evaluated on the basis of overall cost at consignee's site arrived on the basis of price quoted for the various cost elements indicated in evaluation criteria mentioned in Bid Document. Foreign offers received on CFR **price (indicating FOB price and Freight separately)** basis, the total landed price will be arrived at by including the following:

- a) CIF cost will be calculated by adding following elements to the quoted **CFR** rates (excluding agency commission)
  - i) In case firm does not quote Ocean freight and quotes FOB price only even by selecting C&F option in IREPS site, Ocean freight will be loaded @ 10% of FOB price. If ocean freight is quoted "Zero", the FOB price will be considered as inclusive of Freight and Freight charges will be borne by the bidder.
  - ii) Insurance charges as per Indian Railways Open Cover Policy
- b) Port handling charges @ 1% on CIF cost.
- c) Applicable custom duty on assessable value (= CIF cost + Port handling charges @1% on CIF cost).
- d) Agency commission, if any.
- e) Inland transportation cost @ 0.5% of FOB price.
- f) Other charges as leviable (such as L/C opening charges, Inspection charges) and as required in terms of tender conditions (viz. training, turnkey, installation & commissioning charges etc, as quoted, if any).



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

- 1210 Discounts with conditions attached such as discounts having linkages to quantity, early payment etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter- se price ranking.

Although the rates applicable without considering discounts attached with conditions or the highest of the rates of different quantity slabs shall only be considered for inter-se evaluation purpose, Purchaser may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.

1211 **TERMS FOR EVALUATION OF ELECTRONIC TENDERS**

- (i) The commercial offer details shall be submitted by vendors using 'Financial Rate Page' form available on IREPS website having separate entry box for each element of price. The vendors must fill in basic rate and other rate components such as unconditional discount on basic rate, if any, packing charges on basic rate, forwarding charges, Taxes and duties, freight charges, other charges, if any, in the boxes provided in the 'Financial Rate Page' form. The all-inclusive rate per unit shall be calculated automatically considering all the elements of rate components, as filled by vendor before submitting the offer, and will be displayed before vendor submits his digitally signed electronic offers. Tenderers can edit any or all rate entries before submission and before digitally signing their electronic offers. Tenderers are therefore advised to check, and revise any or all the entries in the rate page before the same is digitally signed and submitted.

All offers will be evaluated after taking into account the all-inclusive FOR destination rate per unit, which will also be displayed to the vendor before submission of his electronic offer.

- (ii) Tenderers should quote financial terms and conditions in the nominated fields of 'Financial Rate Page' form only. Any financial terms and conditions mentioned in the fields other



than the nominated fields will be ignored and will not be considered for purpose of evaluation of offer to determine the inter-se ranking of the offer. Tenderers are advised not to quote any terms and conditions having financial bearing in any other template of 'Techno Commercial Bid Details' form except the 'Financial Rate Page' form, or in the Remarks field of the 'Financial Rate Page' form, as these will not be considered for evaluation of the offer. Similarly, any financial terms and conditions enclosed as attachments will be ignored and not considered for purpose of evaluation of offer to determine the inter-se ranking of the offers. However, Railways at their own discretion may avail the benefit of such conditions while placing purchase order, if the offer is considered for placement of order.

Nothing extra shall be payable over and above the all-inclusive rate shown in the financial offer, except on account of Statutory Variation, if applicable. Digital Signature of the tenderer on the E-tender form shall be construed as confirmation that the tenderer has read and accepted this condition.

- (iii) The tenderers shall quote specific freight charges in the relevant field of financial rate page. Ambiguous remarks like 'freight extra at actuals', 'freight shall be charged extra', 'Railway freight shall be charged extra' etc., mentioned in the 'remarks' field or elsewhere in the electronic offer or attachments shall not be considered for evaluation. However, freight charges shall not be payable if the offer is considered.
- (iv) The tenders will be evaluated by the Purchaser on the basis of overall cost at consignee's site to ascertain the best and lowest acceptable tender, as specified in the specifications and tender documents. Wherever more than one consignee/machines are involved, unless specified otherwise in the tender document, tender would be evaluated and inter-se ranking of the tenderer would be made for each machine wise consignee wise.
- (v) The inter-se ranking shall be determined by considering the taxes & duties applicable on the date of tender opening and the inter-se ranking arrived at in such manner shall be taken as final. In case of reduction in taxes and duties, the taxes and duties will be paid as per rate thereof prevailing on the date of supply.

- (vi) Claim for any tax or duty not stipulated in the quotation will not be admitted at any stage on any ground whatsoever, except new imposition and statutory variation on the quoted taxes and duties.

## **1300 SHIPPING ARRANGEMENT FOR FOREIGN CONTRACTS**

1301 Generally, contracts will not be placed on FOB/FAS basis. In case, it is decided to place a contract on of FOB/FAS basis, shipping arrangements shall be made by the Shipping Corporation of India or any other agency nominated by the purchaser. The Contractor shall give at least six weeks' notice to the Forwarding Agents/ nominated shipping agency about the readiness of the cargo.

In the cases where offers have been invited on C&F/CFR, CIF and DDP basis, the Contractor shall indicate the details of Forwarding Agents / Shipping agency in the offer. In case of any change prior approval should be obtained from the purchaser. The shipment should be arranged by the contractor / seller in accordance with the requirements of the Ministry of Shipping & Transport, New Delhi, INDIA and other laws applicable at the time of shipment.

1302 Indian Port of discharge for import will be Nhava Sheva Port, Mumbai. However, purchaser reserves the right to obtain the material at ports viz. Mumbai, Kolkata & Chennai.

## **1400 PACKING**

1401 The items tendered will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (including monsoons) before they are put to actual use. It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit / trans-shipment/handling or during storage.

1402 The specifications of the packing proposed shall be indicated. The size and weight of each package shall also be indicated. As far as possible, the size of any package shall not exceed the maximum package dimensions indicated in Annexure-7.

1403 The packing advices should bring out the weight, dimensions and size of each bundle/ package. Where it is not possible to give weight of the bundles/packages, the Contractor must indicate the volume of the bundles/packages, the details of contents of each bundle/package, number of bundles/packages and total weight of the items supplied.

## **1500 IMPORT**

- 1501 The foreign exchange needed for the import of the components and import licence, where necessary, should be arranged by the Tenderer themselves.
- 1502 The successful tenderer will have to apply to the proper Government Authority for grant of requisite import licenses / foreign exchange for such items as requiring import, within 14 days of the advance letter of acceptance/telegram acceptance and the Purchaser will only render assistance, where necessary. However, Purchaser will have no responsibility whatsoever in this regard.

## **1600 ACCEPTANCE OF TENDER**

- 1601 The Purchaser may accept a tender for a part or whole of the quantity offered, reject any tender without assigning any reason and may not accept the lowest or any tender.
- 1603 Acceptance of Tender will be communicated by either FAX/Letter direct to the bidder or through his authorized agents. In case where acceptance is intimated by FAX, the Letter of Acceptance of tender will be delivered by post to the contractor as soon as possible, but the FAX communication shall be deemed to conclude the contract.

## **1700 EFFECT AND VALIDITY OF OFFER**

- 1701 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his offer. The Purchaser shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
- 1702 The offer shall be kept valid for acceptance for a minimum period of 180 (one hundred and Eighty) calendar days from the date set for opening of tenders.
- 1703 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the offers are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser will obtain clarifications on the offers by requesting for such information from any or all the tenderers, either in writing or through personal contacts, as

may be considered necessary. Tenderers will not be permitted to change the substance of their offers after the offers have been opened.

## **1800 SPARE PARTS**

1801 Where required, the tenderer should quote, apart from main equipment, separately for the mandatory spares as well as for recommended spares required for two years operation. The rates for spares should be indicated on **C&F** (also referred as CFR) basis **(indicating FOB price and Freight separately)** in the case of foreign offers and on "Free delivery at consignee's site" basis in the case of indigenous offers with complete break up as per offer form. The Purchaser reserves the right to order any or all the spares as quoted in quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main equipment. The responsibility of the tenderer under the Warranty Clause will not be diluted in any way on this account.

## **1900 GENERAL**

1901 The tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, are liable to be ignored. For tenderers' guidance in submitting complete offers, a Check List has been enclosed with the ireps tender document which must be filled in and furnished with the bid.

## **2000. PENALTY 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 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 of machine not commissioned (except in cases where commissioning & performance of machine is inter dependent on each other in turnkey contracts) 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 PG 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.

## **2100        DRAWINGS/SPECIFICATIONS**

2101.        When tenders are called for in accordance with the drawing/specification, the Contractor's tender to supply in accordance with such drawing specification shall be deemed to be an admission on his part that he had fully acquainted himself with the details thereof and, in no circumstances, will any claim on his part which may arise on account of his insufficient examination of the said drawing/specification be considered.

2102        The Contractor shall be responsible for and shall pay for any alternations 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.

2103.        Any drawings, tracings or descriptions specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the work to which they Relate and no payment whatsoever will be made until such drawings, tracings or descriptions have been furnished to the satisfaction of the Purchaser.

## **2200.        CONTRACT**

2201.        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.

2202. 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.
2203. 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.
2204. 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.

**2300. PERFORMANCE GUARANTEE BOND**

2301. After Letter of Acceptance is issued by the Purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (Annexure-10) from a Nationalised Indian Bank or Scheduled Commercial Bank in India within 4 weeks from the issue of the Letter of Acceptance to the Contractor for an amount equivalent to 3% (or as applicable on the date of tender opening) of the value of the contract. In the case of foreign contracts, the Performance Guarantee Bond from a commercial bank of the Contractor's country can be accepted only if the Bond is furnished after getting it duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi or by any Nationalised Indian Bank. The expenses to be incurred for the counter signature shall be borne by the Contractor.

Guarantee Bonds should be in any one of these forms viz. Deposit Receipt, Pay orders, Demand Drafts, Guarantee Bonds issued by Nationalised or Scheduled Commercial Banks, Bonds

of Indian Railways Finance Corporation and KRCL Bonds, Government Securities and a deposit in the Post Office Saving Bank. Pay Orders/Demand Drafts should be made in favour of FA&CAO/Northern Railway, Baroda House.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the NORTHERN RAILWAY (Beneficiary). NORTHERN RAILWAY's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to NORTHERN RAILWAY and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the Applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

2302. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided in clause 2301, liquidated damage (LD) equivalent to 0.50% of the value of the contract for each week or part thereof subject to maximum of 2% of the value of the contract for the period of delay in submission of the bond, shall be levied. In case the contractor fails to submit PBG even after expiry of allowed time of four weeks with LD, the purchaser shall declare the contract summarily terminated and enforce clause-2602(b). However, total liquidated damages on account of delay in submission of performance guarantee bond and on account of liquidated damages for delay in supply as per clause 2602(a) will be maximum 10% of the total value of contract.
2303. 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) Recover from the Contractor the amount of Performance Guarantee Bond 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 2602 shall apply as far as applicable.



2304. On the performance and completion of the contract in all respects the Performance guarantee Bond will be returned to the Contractor without any interest.
2305. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the 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 fulfilment 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 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 maintain the amount of the 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.
2306. The 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 up to **six** months after the date of last shipment delivery of the goods contracted to be purchased provided that before the expiry of the date of validity of the Performance Guarantee Bond, the Contractor on being called upon by the Purchaser from time to time, shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
2307. As and when an amendment is issued to the contract, the Contractor shall, within fifteen days of the receipt of such an amendment furnish to the Purchaser an amendment to the Performance Guarantee Bond rendering the same valid for the contract as amended and upto twelve months beyond the extended delivery date.
2308. The Performance Guarantee Bond and or any amendment thereto shall be executed on a stamped paper of requisite



money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under section 32 of the Indian Stamp Act, 1899 for adequacy of the Stamp Duty, by the Contractor.

2309. 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 Railway's to compare with the original BGs and to confirm that the submitted BG is in order.

2310 MSEs including NSIC registered firms are not 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.

## **2400. DELIVERY**

2401. The Contractor shall as may be required by the Purchaser either deliver FREE or FOR or FOB or C&F or CIF or DDP at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or dispatched not later than the dates specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

2402. 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.

2403. **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.

2404. **In the case of foreign contracts on FOB basis :—**

(a) The stores shall be delivered by the Contractor free on board such vessels in such port or ports named in the quotation, as the Purchaser or his nominee may require.

(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 dead and extra freight, demurrage of vessels and any other charges incurred by the Purchaser whatsoever.

2405

**In the case of foreign contracts on C&F basis:—**

(a) For C&F 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/overaged vessel, shall be on seller's account.

2406

**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.

**2500.**

**NOTIFICATION OF DELIVERY**

Notification of delivery or dispatch in regard to each and every instalment shall be made to the Purchaser, Consignee and Port Consignee (if applicable) immediately on dispatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account

quoting number and date of the acceptance of tender and date of dispatch of the stores. All packages, shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The copy of Railway Receipt/Consignment Note or Bill of Lading with other shipping documents, if any, shall be forwarded to the consignee and or the port consignee named in the contract, as applicable, by registered post immediately on the dispatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the copy of the Railway Receipt, Consignment Note or Bill of Lading and other shipping documents.

**2600. 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:

**2601. 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.

**2602. Failure and Termination**

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

- (a) Recover from the Contractor as agreed pre-estimated liquidated damages and not by way of penalty a sum equivalent to 1/2% (half percent) of the price of the store per week 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 week or part of a week during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period subject to max. of 10% of the contract value. Provided, however, that if the delay shall have arisen from any cause which the

Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.; 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 the 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 for **in part or full** 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.

#### 2603. **Extension of Time for Delivery**

If such failure as in the aforesaid clause 2602 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 2100 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.

2604. **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 authorize 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 instalments 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 provisions of clause 2602 above will apply as far as applicable.

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

2605 **Penalty for delays in supplies during delivery period:**

In case of failure on the part of supplier to arrange supplies as per the delivery schedule/instalments fixed in advance, save

force majeure conditions or delays attributable to Purchaser, the purchaser reserves the right to levy liquidated damages, which shall be levied as per para 2602 (a) above, for the delayed quantity which have remained unsupplied for that period. This will be applicable both in indigenous and foreign contracts.

2606 Thus the total liquidated damages on account of clause 2602 (a) and clause 2000 above will be maximum 20% of the total contract value.

**2700. FORCE MAJEURE**

2701. In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. If the force majeure condition(s) mentioned above be in force for a period of 90 days or more at any time, the Purchaser shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the Contractor in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

**2800. ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD**

2801. In cases where only a portion of the stores ordered is tendered for inspection at the FAG end of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores tendered for inspection during the delivery period because of the reason that adequate notice for inspection in accordance with clause 3101 was not given by the Contractor, the Purchaser reserves the right to cancel the order for the balance quantity, as per clause 2602 above without any further reference to him. If the stores tendered for inspection during or at the FAG end of the delivery period are not found acceptable after carrying out the inspection, Purchaser is entitled to cancel the contract in respect of the same 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 **taxes and duties**, Freight Charges or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of Tender, shall be admissible on such of the said stores as are delivered after said date.

(c) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after the delivery date stipulated in the contract shall be admissible on such of the said stores as are delivered after the said date.

(d) But nevertheless the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of **taxes and duties** 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.

2802. The Contractor shall not dispatch the stores till such time an extension in terms of clause 2801 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions (a) to (d) mentioned in clause 2801 above.

2803. 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 2801 above.

**2900. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR F.O.B. CONTRACT**

2901. In the event of the Contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the contract in respect of the same as per clause 2602 above or invoke the clauses providing



other remedies such as liquidated damages as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to:—

- (a) The Purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the Contractor has failed to ship within the period fixed for delivery after the inspection and 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 Custom Duty and Freight Charges directly relatable to the delay in shipping of the stores, etc.
  - (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.
2902. The Contractor shall not dispatch the stores till such time an extension in terms of the above is granted by the Purchaser. If the stores are dispatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser, the supply of the stores shall be deemed to be subject to conditions set above.

### **3000. PROGRESS REPORTS**

3001. The Contractor shall, from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores including commissioning in such form as may be required by the Purchaser.
3002. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel 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.

### **3100. INSPECTION BY INSPECTING OFFICER**

3101. When Inspection during manufacture or before delivery or dispatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or dispatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him. At least four weeks' 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.

3102. 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.

3103. **Marking of Stores**

The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized 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.

3104. **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.

3105. **Cost of Test**

The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the inspecting Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores

manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying but 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.

3106. **Delivery of Stores for Test**

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

3107. **Liability for Costs of Special or Independent Test**

The cost of any special or independent tests to be carried out by the Inspecting Officer at a place other than the Contractor's premises will be defrayed 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 the sample thereof which is removed to the laboratory or other places of test, being found on test, to-be not in conformity with the Contract, or, in the event of the 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.

3108. **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.

3109. 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 inspections; 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.

(iv) Parts and fittings except raw material which have been found rejected during inspection and which could not be rectified are required to be defaced by the inspecting authority to avoid recycling of such material and to avoid ultimate failures of assets.

3110. **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 instalment 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.

3111. **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.

3112. **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.”

3113

**Charges for re-inspection** – In case, re-inspection is carried out by the inspecting authority following charges will be paid by the supplier to the inspecting agency:

**(i) Failure to offer material for inspection- The supplier:**

a. **Before the visit of Inspecting Engineer** – 50% of inspection charges upto maximum of Rs 11000/-

b. **After visit of Inspecting Engineer** – twice the charges payable in 'a' above.

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

100% inspection charges plus actual test charges.

**(iii) Material has to be re-inspected due to non- dispatch** - 100% inspection charges plus actual test charges.

(iv) Wherever testing is required to be done by the inspecting agency (e.g. RITES) outside the manufacturer's premises (as per IRS condition of Contract 1303 & 1304) all testing will be done by the inspecting agency either in its own lab / labs approved by it or NABL accredited lab.

## **3200. PACKING AND MARKING**

### **3201. Packing**

The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination. He shall decide the packing for the stores by taking into account the fact that the stores will have to undergo arduous transportation before reaching the destination and will have to be stored and handled in tropical climatic conditions (Including Monsoons) before being put to actual use.

3202. Unless otherwise provided in the contract, all packing cases, boxes, tins, drums and wrappings in which the stores are supplied by the Contractor, shall be considered as non-returnable and their cost as having been included in the contract price. Containers used for transportation are returnable.

3203. Each package shall contain a packing note specifying the name & address of the Contractor, the number and date of the acceptance of tender and the designation of the Purchase Officer issuing the supply orders, the description of the stores and the quantity contained therein.

3204. **Marking**

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

- (a) The following particulars should be stencilled with indelible paint on all the materials/packages :—
  - (i) Contract No.
  - (ii) Specification No.
  - (iii) Item No.
  - (iv) Port consignee (wherever applicable)
  - (v) Abbreviated Consignee marks.
- (b) In addition to the marking as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignees in India.

3205. **Inspection of Packing/Marking**

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

**3300. FREIGHT**

The stores shall be dispatched at public tariff rates. In the case of F.O.R. station of dispatch contract, the stores shall be booked by the most economical route and or at the most economical tariff available at the time of dispatch 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 Contractors for indigenous supplies.

3301. 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 1207 of "Instructions to Tenderers".

**3400. PAYMENT TERMS**

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

3401. **Foreign Supplies:-** The standard payment terms subject to recoveries, if any, by way of Liquidated Damages as per clause 2602 will be as under :-

(a) 80% of the payment against irrevocable L.C, will be made on proof of inspection certificate and shipment documents within 30 days of receipt of shipping documents as specified. The shipping documents shall consists 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 (**OF 100% SHIPPED VALUE**) showing the description, quantity and price of stores shipped along with 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 along with 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 C&F 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) In case where dispatch is permitted by road, 80% payment will be made against receipt of the material duly pre inspected and receipted at site by the consignee in good condition.

(c) i) Balance 20% payment will be made through bank transfer on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, as per Annexure-11 fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period stipulated in the Warranty Clause No. 5000 within 30 days of the receipt of Bill along with Proving Test Certificate (sample attached as Annexure -13) 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. Where, however, the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 20% payment shall be released to the supplier on his furnishing the necessary Bank Guarantee of equal amount i.e. balance 20% valid for the period as asked by the purchaser.

ii) The Bank Guarantee as mentioned above should be from a Nationalised Indian Bank/Schedule Commercial Bank in India. The Bank Guarantee from a Commercial Bank of the Contractor's country can be accepted only if the Guarantee is furnished after getting it countersigned by the Reserve Bank of India, State Bank of India, New Delhi or by any Nationalised Indian Bank. The expenses to be incurred for counter- signature shall be borne by the Contractor.

iii) 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.

iv) 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.

As an alternative the Bank Guarantee may be prepared and sent by issuing banks electronically through the 'Structured Financial Messaging System' (SFMS) to the advising Bank of the NORTHERN RAILWAY (Beneficiary). NORTHERN RAILWAY's advising bank for this purpose will be State Bank of India, Main Branch, Parliament Street, New Delhi (Bank code 00691) and IFSC Code SBIN0000691). The advising Bank (SBI Main Branch, New Delhi) will print the Bank Guarantee on Stamp Paper of required value and deliver the same to NORTHERN RAILWAY and claim the cost and fees from the issuing bank. The issuing Bank may hand over hard copy of the Bank Guarantee to the applicant clearly indicating that it is a 'COPY ONLY' for attaching with offer documents.

(d) Payment of agency commission, if any, will be made to the Indian Agent within 30 days of the receipt of bill after successful completion of the proving test in which machine performance would have been demonstrated by the supplier or his agent after its commissioning at the consignee's premises.

#### 3402. **Indigenous Supplies**

The standard payment terms subject to recoveries, if any, by way of Liquidated Damages as per clause 2602 will be as under:

- (a) 80% payment will be made on receipt of the material duly pre inspected and receipted at site by the consignee in good condition.
- (b) i) Balance 20% payment will be made on furnishing a Bank Guarantee for an amount equal to 10% of the contract value, as per Annexure-11 fully indemnifying the Purchaser against all losses incurred by the Purchaser during the Warranty period stipulated in the Warranty Clause No. 5000 within 30 days of the receipt of Bill along with Proving Test Certificate (sample attached as Annexure – 13) 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. Where, however, the installation and commissioning of the machine is delayed or put off beyond 90 days of the receipt of the goods at the ultimate destination due to express written instructions of the Purchaser/Consignee, the balance 20% payment shall be released to the supplier on his furnishing the necessary Bank Guarantee of equal amount i.e. balance 20% valid for the period as asked by the purchaser.

- ii) The Bank Guarantee as mentioned above should be from a Nationalised Indian Bank/Schedule Commercial Bank in India.
- iii) 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.
- iv) 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.

### **3500. PAYMENT PROCEDURE**

- 3501. Payment for indigenous suppliers 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 tender will be arranged by him direct.
- 3502. Payments against foreign contractors 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(s) shall be borne by the Contractor. Moreover other conditions regarding LC Mode shall be applicable as per Para 4.6.6. of Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022.
- 3503. The supplier shall prepare tax invoice in the name of the consignee (ultimate consignee) indicating following details:

- i. Name, address and GST Identification Number (GSTIN) of the supplier for each state
- ii. Date of issue of invoice.
- iii. Name, address and GSTIN of the recipient (Consignee)
- iv. Address of the delivery
- v. HSN Code (for goods) and or accounting code for service
- vi. Description of Goods or services along with contract reference no. and / or Bill No.
- vii. Quantity and Unit
- viii. Total Value of supply of goods or services
- ix. Taxable supply value of supply of goods and / or services taking into account discount of abatement, if any.
- x. Rate of Tax (Central GST, State GST, Interstate GST, Union Territory GST or cess)
- xi. Amount of tax charged in respect of taxable goods or services (CGST, SGST, and IGST, UTGST or cess)
- xii. Whether the tax is payable or reverse charge basis?

Format as per Annexure-12 may invariably be used for submission of bills **for payment to NORTHERN RAILWAY.**

3504. 1) Tenderer to give consent in a mandate form for receipt of payment through EFT (ELECTRONIC FUND TRANSFER).
- 2) Tenderers to provide the details of Bank A/c in line with RBI guidelines for the same. These details will include Bank name, Branch name & Address, Account type, Bank A/c No. and Bank & Branch Code as appearing on MICR cheque issued by bank.
- 3) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information (as mentioned
- 4) In case of non-payment through EFT or where EFT facility is not available, payment will be released through cheque.

### **3600. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

3601. 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 the 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 finalization 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 4803 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.

3602. For the purpose of clause 3600, 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.

3603. **Lien in respect of Claims in other Contracts** - Any sum of money due and payable to the Contractor (including the amount of Performance Guarantee Bond 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 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 contracts 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 4803 hereinafter 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.

3604. 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.

### **3700. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

3701. **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 dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the Contractor to the consignee or the interim consignee as the case may be. The Contractor 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.

3702. **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 dispatch or delivery or during transit or otherwise howsoever. The rejection advice issued by consignee may be in the standard format as per Store Code Vol-I, para 764.

3703. Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the Purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or any part, portion of consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
3704. The provisions contained in clause 4500 relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.
3705. 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 2604.
- (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.

3706. **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.

3707. **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 2602 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.

### **3800. RESPONSIBILITY FOR COMPLETENESS**

3801. 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.

3802. The work shall be performed at the place or places specified in the contract or at such other place or places as may be approved by the Purchaser.

3803. 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.

3804. 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.

### **3900. 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.

**4000. INDEMNITY**

4001. The prices stated are to include all rights (if any) of 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 there from.

**4100. RISK OF LOSS OR DAMAGE TO GOVERNMENT OR PURCHASER'S PROPERTY**

4101. 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.

4102. 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.

4103. 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.

4104. 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.

#### **4200 Safety Measures**

- 4201 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.
- 4202 The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub-contractor or workmen.
- 4203 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.
- 4204 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.

#### **4300. CUSTOMS DRAWBACK**

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

#### **4400. BOOK EXAMINATION CLAUSE**

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

4401. The Contractor shall whenever called upon and requiring to produce or cause to be produced or examination by any Govt.

Officer duly authorised in that behalf, any cost or other account book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure 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 or 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.

4402. The Contractor shall, if the authorised Government Officer so required (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 4401.
4403. 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.
4404. 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 4401 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.

#### **4500. REMOVAL OF REJECTED STORES**

4501. On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as herein after 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.

4502. 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.

4503. The stores that have been dispatched by rail and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract is placed for delivery F.O.R. station of dispatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of dispatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were dispatched, the goods shall in addition, be booked back to him freight to-pay at public tariff rates and at Contractor's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return of rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

#### **4600. CORRUPT PRACTICES**

4601. 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 for showing any favour or for bearing to show disfavor 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, 1860 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 2602.
4602. Any dispute or difference in respect of either the interpretation, effect or application of the above clause or of the amount recoverable there under by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision thereon shall be final and binding on the Contractor.

#### **4700. INSOLVENCY AND BREACH OF CONTRACT**

4701. 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 any 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.

#### **4800. LAWS GOVERNING THE CONTRACT**

4801. This contract shall be governed by the Laws of India for the time being in force.

4802. 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.

4803. Jurisdiction of Courts.—The Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

#### **4804. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970 — For Indigenous Supplies: —**

(1) 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.

(2) 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 fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-execution of the contract.

(3) The Contractor shall pay to labour employed by him directly or through Sub- Contractors 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-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

- (4) 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 Rule; wherever applicable.
- (5) 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 fulfil his statutory obligations under the aforesaid Act or 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 deducting 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 for 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 above, shall be final and binding on the Contractor.

**4900.      SECRECY**

4901.      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.
4902.      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.

4903. 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-2602 of this document. 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.

## **5000. WARRANTY**

5001. 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.
5002. 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.
5003. The contractor's liability in respect of any complaints defects and or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair or defective parts only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores, provided that the defects are brought to the notice of Contractor within 3 (Three) months of their being first discovered during the warranty period or 3 (Three) months from the date of expiry of warranty period or at the option of the Purchaser to the payment of the value, expenditure and damage as hereafter mentioned.
5004. 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.

5005. 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 1 (one) 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.
5006. 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.
5007. 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,
5008. 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.
- 5009 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.
- 5010 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 3401 (c) and/or 3402 (b) in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment 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 5005.

**5100. SERVICING AND WAREHOUSING FACILITIES**

5101. The tenderer will clearly spell out in the offer the facilities available with him or his agent for providing adequate after-sales service in India during warranty period. The tenderer will also indicate the organisation located at various places in India and the availability of trained staff, maintenance spares etc. at

different centres in the country. In the case of imported machines, presence of qualified service engineering personnel with the supplier or his agent will be essential and the bidder should certify in the offer that such service team will be available. This information should be provided by the bidder in relevant Section of Bid document Part-II.

- 5102 All spares required for the maintenance of these machines should be made available to various consignees for warehousing in India for a period of two years from the date of delivery of the machine at ultimate destination.
5103. After the warranty period, the manufacturer or his agent shall agree to provide service supports for trouble shooting and obtaining spare parts. The manufacturer shall be obliged to provide spare parts required by the Purchasers for a period of 15 (Fifteen) years or as per codal life of machine mentioned in bid document Part-II from the date of delivery of the machine at the ultimate destination to safeguard against obsolescence.
5104. The following information must be furnished by the Tenderer/Manufacturer regarding facilities for after sale service available in India.
- (i) Whether similar types of machines have been sold earlier by the manufacturer through the agents in India, if so the machine model number and details of the customers to whom the machines were sold should be furnished.
  - (ii) Whether any trained engineers are available in India either with the firm or with their agents to attend to after sale problems of;
    - (a) Control equipment
    - (b) Machine and
    - (c) Location where these engineers are available in India.
  - (iii) If reply to (ii) above is in negative, the nature of after sale service proposed to be provided by the manufacturer during the warranty period and later. The number of service engineers and their location may also be specified;
  - (iv) What inventory of spare parts for the control equipment and the machine will be maintained by the manufactures directly or with their agents in India for the warranty period requirement The location of proposed warehouse for maintaining the inventory and the approximate value of such inventory may also please be indicated, along with the list of such spares.

- (v) Whether repairable parts assemblies like printed circuit boards will be repaired in India or sent to the manufacturer aboard during the warranty period and the modalities for the same,

**5200. OPERATION AND INSTRUCTION MANUALS & SERVICE TROUBLE SHOOTING GUIDES**

5201. The supplier shall furnish per machine ordered 4 copies each or such number as specified in Bid Document Part-II of the relevant operating manual, maintenance manual, instruction for both electrical and mechanical equipment's, troubleshooting guide, spare parts catalogue with price list, detailed wiring diagram, hydraulic circuit diagram, Lubrication diagram with schedule of lubrication and lubricants to be used.

In case of imported machines equivalent indigenously available brands of lubricants hydraulic oils should be indicated. All technical documents will be in Hindi or English languages.

5202. In addition, one hard copy and one soft copy each of the above mentioned literature shall be supplied to the Chief Mechanical Engineer, NORTHERN RAILWAY. All the drawings/diagrams shall be reproducible tracing film.

5203. Dimensions Specifications for rubber spare parts and electronic spare parts should be given.

**5300. Turn-Key contracts**

5301. The supplier shall arrange certification by a RCC Consultant, who should be a Chartered Engineer registered with the Institution of Engineers, that:-

- a) The design of the machine foundation &
- b) Construction of the foundation.

is in accordance with the latest version of the relevant part of the Indian Standard for Code of Practice for design & construction of machine foundation as specified in IS:2974.

The original certificate issued by the consultant for certification of both the design & construction of the foundation and a copy of his registration certificate from the Institution of Engineers shall be submitted by the supplier to the consignee.

5302. The supplier shall stand a warranty for the foundation along with the machine. He shall arrange to rectify any defects (e.g. sinking or cracking) occurring during the warranty period in the foundation. He shall also be responsible for uprooting and reinstalling the machine if so required for carrying out the repairs to the foundation. The warranty period would be extendable by the time period for which the machine remains

out of commission due to the defect in the foundation or a period of one year, whichever is more.

5303. The payment for the construction of the foundation and installation & Commissioning of the machine would be released only after submission of a certificate as required vide Para-3701 above, which has to be certified by the consignee. This certification shall be done while issuing the PTC for the machine.
5304. Detailed specifications of the quantity and quality of the material etc. of the turnkey work is to be specified by the firm along with the offer so that these can be incorporated in the contract to ensure right quality as well as quantity of the material etc.
5305. a) Tenderers may be required to quote for post warranty Annual Maintenance for a period of 5 years or such period as specified in Bid Document Part-II after expiry of the warranty period of the M&P along with their offers.
- b) In such cases, tenderers are required to mention such AMC schedule of such Annual periodic maintenance along with offers giving the charges for AMC maintenance schedule and other details of items to be used in such preventive maintenance.

## **ANNEXURE - 1**

(Please see clause 0602 (a) of 'Bid Document Part - I)

### **COMMERCIAL DETAILS & PAST PERFORMANCE**

Tender No..... Date of Opening.....

#### **A. COMMERCIAL DETAILS**

(i) Is the firm a unit registered as MSE (as per Clause 2.4 of Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022")? (If so, a copy of the registration certificate should be enclosed.)

(ii) Name and address of the Banker.

(A copy of the Banker's report should be enclosed.)

(iii) Last 3 years turn over.

(Documentary evidence should be enclosed.)



## B. PAST PERFORMANCE

Details of orders for the major supplies of same/similar equipment's executed during the past five years or for such period as specified in Bid Document Part-II should be furnished in the following format.

SN	Full address of User	Order no. & date	Description of Stores	Qty.	Value of order	Date of delivery	Remarks
1	2	3	4	5	6	7	8

Signature -----

Name -----

Designation -----

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

## ANNEXURE - 2

Please see clause 0602 (c) of 'Bid Document Part-I

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

Tender No. ....

Date of Opening .....

1. NAME OF THE FIRM
2. LOCATION
  - i) Head Office
  - ii) Works/Factory
- 2.2 Telephone No. (with STD code)
  - i) Head Office
  - ii) Works/Factory
- 2.3 Telegraphic address & Telex/fax
  - i) Head Office
  - ii) Works/Factory
3. DESCRIPTION OF FACTORY/WORKS
  - i) Total Land area (in Sq. meters)
  - ii) Total covered area (in Sq. meters)
  - iii) Different Sub-units (with details of covered/uncovered area, etc.)
  - iv) Special features, if any:
4. NO. OF PERSONNEL EMPLOYED (CATEGORY-WISE)
  - i) Managerial\*
  - ii) Supervisory\*
  - iii) Skilled artisans
  - iv) Unskilled

\* The qualification may also be indicated.

#### 5. GENERAL INFORMATION- TECHNICAL

5.1 Description of different departments in the Factory/Works and function of each department, along with an organisation chart.

5.2 Detailed description of machinery and plant in each department (make and year of procurement/commissioning to be provided. For special type of equipment copy of pamphlets/write-ups to be furnished so as to supplement the description).

- 5.3 Details of raw-materials held in stock (state whether imported/ indigenous).
- 5.4 Production capacity of the quoted items
  - i) Per month
  - ii) Per year
- 5.5 List of other items, which the firm regularly manufactures and corresponding production capacity.
- 6. DESIGN CAPABILITY
  - 6.1 Details of Qualified Personnel (indicating qualification and experience)
  - 6.2 Other facilities available.
- 7. MANUFACTURING PROCESS
  - 7.1 Level of in-house facilities
  - 7.2 Important items of work done by outside vendors.
  - 7.3 Brief details of manufacturing process relevant to the items quoted.
- 8. Deleted.
- 9. AFTER-SALES-SERVICE
  - 9.1 Facilities available at works and branch offices.
  - 9.2 Assessment of quality of service including response times.

Signature.....

Name.....

Designation.....

### ANNEXURE – 3

(Please see clause - 0701(c) of Bid Document Part-I)

#### **PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Ref .....

Date .....

Bank Guarantee No .....

To,

THE PRESIDENT OF INDIA

acting through the Principal Chief Materials Manager,

Northern Railway, Baroda House

New Delhi - 110 001.

Dear Sir,

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

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

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

As a Bank Guarantee against Bid Guarantee for the sum of..... (in  
words & figures) valid for (225) two hundred and twenty five days from the date  
of opening of the tender viz ..... is 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 (225) ) two hundred and twenty five  
days to immediately pay, on demand by the Controller of Stores or Financial  
Advisor & Chief Accounts Officer, NORTHERN RAILWAY, New Delhi - 110 001,  
INDIA in writing the amount of ..... (words & figures) to the said

Controller of Stores or Financial Advisor & Chief Accounts Officer, NORTHERN RAILWAY, New Delhi - 110 001, 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 furnish the Contract.

Performance Guarantee within the period provided in the General Conditions of the Contract.

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

Date .....

Signature .....

Place .....

Printed Name .....

Witness:

1. ....

.....

(Designation)

.....

(Bank's Common Seal)

Bank Address:

**Telephone No.:**

**Fax No.:**

**E-Mail Address:**

Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi

### ANNEXURE-3A

(Please see clause:"0701(b) of Bid Document Part – I)

**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE  
(SUBMITTED BY INDIAN AGENT ON BEHALF OF BIDDER)  
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Ref .....

Date .....

Bank Guarantee No .....

To,

THE PRESIDENT OF INDIA

acting through the Principal Chief Materials Manager,

Northern Railway, Baroda House

New Delhi - 110 001.

Dear Sir,

In reference to letter no..... dated..... of "Bidder" M/s..... (Name & Address of bidder) authorising M/s..... (Name- Address of Indian agent/Associate/Subsidiary) as Bidder's Indian Agent/Associate/Subsidiary and in accordance with your invitation to tender No. .... for supply of ..... we, M/s..... (Name of Indian Agent/Associate/Subsidiary) hereinafter called the Indian Agent/Associate/Subsidiary of the bidder with the following Directors on their Board of Directors/partners of the firms:

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

Agree to submit this bank guarantee for and on behalf of the "Bidder" who wish to participate in the said tender for the supply of ..... I/We, the Indian Agent/Associate/Subsidiary of the bidder assume and own the responsibility for payment of the dues under this Bank Guarantee. As a Bank Guarantee against Bid Guarantee for the sum of..... (in words & figures) valid for (225) two hundred and twenty five days from the date of opening of the tender viz ..... is 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 (225) two hundred and twenty five days to immediately pay, on demand by the PCMM or Financial Advisor & Chief Accounts Officer, Northern Railway, Baroda House, New Delhi- 110 001, INDIA in writing the amount of ..... (Words & figures) to the said PCMM or Financial Advisor & Chief Accounts Officer, Northern Railway, Baroda House, New Delhi- 110 001, 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

Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi



(iii) the tenderer having not withdrawn the bid, fails to furnish the Contract Performance Guarantee within the period provided in the General Conditions of the Contract.

This guarantee shall be irrevocable and shall remain valid upto 4.00 P.M. on .....

If further extension to this guarantee is required, the same shall be extended to such required periods on receiving instructions from M/S ..... on whose behalf this guarantee is issued.

Date .....

Signature .....

Place .....

Printed Name .....

Witness:

1.

(Designation)  
(Bank's Common Seal)

Bank Address:  
Telephone No.:  
Fax No.:  
E-Mail Address:

## ANNEXURE - 4

(Please see clause 0509 of Bid Document Part - I)

### PROFORMA FOR AUTHORITY FROM MANUFACTURERS (APPLICABLE FOR FOREIGN FIRMS ONLY)

No..... dated .....

To,

THE PRESIDENT OF INDIA

acting through the Principal Chief Materials Manager,

Northern Railway, Baroda House

New Delhi - 110 001.

Dear Sir,

Sub :- Northern Railway Tender No.....

We ....., an established and reputable manufacturer of ..... having factories at ..... and offices at .....do hereby authorise M/s ..... (Name and address of Agents/Associates/Subsidiary) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No. .... However, order shall be placed directly on us and we undertake responsibility for successful execution of such contract.

We further provide the following information as required in terms of clause 0503 of Bid Document Part-I:

- Amount of remuneration for the agent included in the offer-.....
- Precise relationship between the foreign manufacturer/principals and their Indian Agent/Associates .....
- Mutual interest, which the manufacturer/principal and the Indian Agents / Associates have in the business of each other-.....
- Any payment, which the agent/associate received in India or Abroad from the manufacturer/principal whether as a commission for the contract or as a general retainer fee .....
- Indian Agent's income tax PAN No.-.....

f) Services to be rendered by the agent/associate, whether of general nature or in relation to the contract and the facilities/infrastructure available with them for the same .....

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

Yours faithfully,  
(Name)

For & on behalf of M/s.....  
(Name of Manufactures)

Note: 1. 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.

(Please see clause - 1402 of Bid Document Part - I)

A technical diagram of a trapezoidal roof cross-section. The diagram shows a trapezoid with a horizontal base labeled  $B_1$  and a horizontal top edge labeled  $B_2$ . The vertical height from the base to the top edge is labeled  $H_1$ . The total vertical height from the base to the peak of the roof is labeled  $H_2$ . The roof slopes are indicated by lines connecting the top corners of the trapezoid to the peak.

FIG. SECTION OF PACKAGE

FIG. SECTION OF PACKAGE

For destination Station on	Max. length of package in meters	Max. width in meters  ----- B1	Max. height in meters  ----- B2    H1    H2
Broad Gauge (B.G.)	(a) General purpose 4-wheeler wagons - 5.5 meters		
1676 mm Gauge		2.7	0.6      2.0      2.5
	(b)General purpose Bogie wagons - 10.0 meters		
Meter Gauge (M.G.)	Same as above	2.1	0.6      2.0      2.5
1000 mm Gauge			

## ANNEXURE - 8

(Please see clause - 0510 of Bid document Part - I)

### PROFORMA FOR STATEMENT OF DEVIATIONS FROM TENDER CONDITIONS

The following are the particulars of deviations from the requirements of Instructions\_to\_Tenderers\_for\_Electronic\_Tender\_Rev.\_1.19\_September\_2022 and Bid Document Part – I:-

CLAUSE	DEVIATION	REMARKS (Including Justification)
--------	-----------	--------------------------------------

.....  
Signature and seal of  
the Manufacturer/Tenderer.

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

## ANNEXURE - 9

(Please see clause - 0402 & 0403 of Bid Document Part - I)

### PROFORMA FOR STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS

The following are the particulars of deviations from the requirements of the Technical Specification:-

CLAUSE	DEVIATION	REMARKS (Including Justification)
--------	-----------	--------------------------------------

.....  
Signature and seal of  
the Manufacturer/Tenderer.

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

ANNEXURE -10

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref.....

Date.....

Bank Guarantee No.....

To

THE PRESIDENT OF INDIA,  
acting through the Controller of Stores,  
NORTHERN RAILWAY,  
New Delhi - 110 001

1. Against contract vide Advance Acceptance of the Tender

No..... dated..... covering supply  
of..... (hereinafter called the said  
'contract') entered into between the President of India and ..... (hereinafter called the  
'contractor') this is to certify that at the request of the Contractor.

We..... Bank Ltd., are holding in trust in favour of the President of India, the amount of  
..... (write the sum herein 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..... (**viz. the date up to 06 months  
after the date of last shipment/delivery of the goods ordered) and shall continue to be enforceable for  
another 06 months i.e. upto ..... herein called the said date and that if any claim accrues or  
arises against us ..... Bank Ltd., by virtue of this guarantee before the said date, the  
same shall be enforceable against us ..... Bank Ltd.**), provided that notice of any such claim has  
been given to us ..... Bank Ltd., by the President of India (Govt. of India) before the said date.  
Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the  
president of India (Govt. of India).

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

**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 there under and the  
Contractor shall have no claim against us for making such payment.**



5 We.....Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty, without affecting in any manner our obligations hereunder 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 power exercisable by the President of India (Govt. of India)., against the said contractor and to for bear or enforce any of the terms and conditions relating to the said contracts and we.....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or omission on the part of the President of India or any indulgence by the President of India 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/supplier.

7 We ..... (indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(Office Department) Ministry of ..... certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee unless demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this Guarantee thereafter.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

(Designation)

(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.

E-Mail Address:

#### Note for the issuing bank:

a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.

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

c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service or through email to [cos@nr.railnet.gov.in](mailto:cos@nr.railnet.gov.in) from Bank's official email ID to the concerned Railway Authorities (Beneficiaries) promptly without fail.

ANNEXURE -11

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

To

THE PRESIDENT OF INDIA,

acting through the Controller of Stores,

NORTHERN RAILWAY,

New Delhi - 110 002

**Sub:** Guarantee No..... for..... (Amount) Covering Machine(s) Serial  
No..... Supplied to (Consignee's).....

**Ref:** Contract No.....dated.....placed on M/s.....

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

2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 20% 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 as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

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

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

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

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

7. This bank guarantee comes into force when the balance 20% of the value of the stores, shipped per vessel..... Vide Bill of Lading No..... Dated..... Or RR No..... dated..... (In 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. up to..... (Date), hereinafter called the said date.

Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi

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

8. **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 there under and the Contractor shall have no claim against us for making such payment.**

9. This guarantee would not be affected due to change in the constitution of the Bank or the contractor.

10. 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).

11. We ..... (indicate the name of bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till .....(Office Department) Ministry of ..... certifies that the terms and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee unless demand or claim under this guarantee is made on us in writing on or before the .....we shall be discharged from all liability under this Guarantee thereafter.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.

E-Mail Address:

#### Note for the issuing bank:

a) The original Bank Guarantee should be sent to the beneficiary directly under Registered Post AD or Speed Post or Courier Service.

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

c) At times, the Banks may receive letters from beneficiaries requiring Bank's confirmation for having issued the Bank Guarantee. The Bank branches must immediately send the confirmation letter under Registered Post or Speed Post or Courier Service or through email to [cos@nr.railnet.gov.in](mailto:cos@nr.railnet.gov.in) from Bank's official email ID to the concerned Railway Authorities (Beneficiaries) promptly without fail.

## ANNEXURE - 12

(Please see clause - 3503 of 'Bid Document Part - I')

### PROFORMA OF FORMAT UNDER WHICH BILLS FOR STORES SUPPLIED IS TO BE USED

Name and Address of the Firm ..... GSTIN  
of the supplier ..... Bill No.....  
Dated..... Purchase order.....  
..... No ..... Dated ..... Name and address of the  
consignee ..... GSTIN of the  
Consignee ..... Sate of the Consignee  
.....HSN code (for Goods) and accounting Code (for services)  
.....

S. No	Authority	Description	Number	Rate	Price	Amount
	for	of Stores	or quantity	Rs. P.	Rs. P.	
	purchase					

#### Total

1. Packing Charges
2. Forwarding charges (if applicable)
3. Other charges (if any)
4. PVC Amount (with calculation sheet enclosed)
5. Freight (if applicable)
6. (-) deduction/Discount (if any)
7. Taxable value
8. Rate of tax (segregated CGST, GST, IGST, UTGST or cess)
9. Amount of tax charges in respect of taxable Goods or Services
10. Whether Tax is payable on Reverse Charge basis
11. Net amount payable  
(in words Rs.)

Dispatch detail RR No. other proof of dispatch..... Dated  
..... (enclosed)

Inspection Certificate No .....Dated ..... (enclosed)

We hereby declare that will pass on to the purchase any additional input tax credit benefit,  
if becomes available to us without any undue delay.

Received Rs..... (Rupees).....

Revenue Stamp

Signature and stamp of Stamp

## ANNEXURE-13

### PROFORMA OF CERTIFICATE TO BE ISSUED BY THE CONSIGNEE AFTER SUCCESSFUL PROVE OUT/COMMISSIONING OF MACHINE (SEPARATE CERTIFICATE TO BE ISSUED FOR EACH MACHINE)

NO.

Dated

SPEED / REGD POST

M/s.

Sub: Certificate for commissioning/prove out of machines.

Ref: NORTHERN RAILWAY Contract/AT No. \_\_\_\_\_ dt. \_\_\_\_\_.

1. This is to certify that the machine as detailed below has been received in good condition along with all the concomitant/standard and special/optional accessories & spares in terms of above referred AT (subject to remarks in item No. 2) and the same has been installed and commissioned:

- a) Description of the machine (s) \_\_\_\_\_  
b) Machine No.(s) \_\_\_\_\_  
c) Quantity \_\_\_\_\_  
d) Bill of Lading No. \_\_\_\_\_ dated \_\_\_\_\_ } (for imported  
e) Name of the vessel \_\_\_\_\_ } contract  
f) R/R No./L.R./Dispatch particulars \_\_\_\_\_  
g) Name of the Consignee \_\_\_\_\_  
h) Date of first submission of GA/foundation drawings(if applicable) \_\_\_\_\_  
Indicate delays in number of days : On Railways Account \_\_\_\_\_ days  
on Firm's Account \_\_\_\_\_ days  
Total \_\_\_\_\_ days
- i) Date of final approval of GA/foundation drawings(if applicable) \_\_\_\_\_  
Indicate delays in number of days: On Railways Account \_\_\_\_\_ days  
on Firm's Account \_\_\_\_\_ days  
Total \_\_\_\_\_ days
- j) Date of receipt of the machine \_\_\_\_\_  
k) Date of joint verification \_\_\_\_\_  
l) For machines ordered on non-turnkey basis:  
i)- Date of power supply provided for the machine by the Railway \_\_\_\_\_  
ii)- Date of call to the contractor after site/foundation/installation etc is ready by the Railway \_\_\_\_\_
- m) For machines ordered on turnkey basis:  
i)- Date of intimation of readiness of site for starting foundation Work (if relevant in terms of contract) \_\_\_\_\_  
ii)- Date of readiness of foundation by the contractor \_\_\_\_\_  
iii)- Date of readiness of other infrastructure facilities like shed, track Linkage etc. by the Railway/contractor (delete whichever is not applicable) \_\_\_\_\_  
iv)- Date of power supply provided for the machine by the Railway \_\_\_\_\_

v)- Indicate delays in number of days: On Rly. account \_\_\_\_\_ days

On Firm's account \_\_\_\_\_ days

Total \_\_\_\_\_ days

n) Time allowed for commissioning after date of call as per L (ii) above or after date of readiness of site as per m(iii) above (as relevant in terms of contract) number of days allowed\_\_\_\_\_.

o) Date of commissioning of the machine\_\_\_\_\_.

Indicate delays in commissioning in number of days:

i) - On firm's account due to reasons such as non arrival of engineer, problem in machine/tooling's etc.

\_\_\_\_\_ (state reason) \_\_\_\_\_ days during commissioning.

\_\_\_\_\_ (state reason) \_\_\_\_\_ days during prove out.

ii) - On Railway's account due to reasons such as non provision of Raw/Trial material, Crane, Staff, Measuring tools/gauges etc.

\_\_\_\_\_ (state reason) \_\_\_\_\_ days during commissioning.

\_\_\_\_\_ (state reason) \_\_\_\_\_ days during prove out.

p) Whether delay in supply of the machine (if any), has caused any loss/inconvenience to the Railways (Yes/No) \_\_\_\_\_.

If yes, extent of loss in monetary terms : Rs. \_\_\_\_\_ ( Details to be enclosed if loss is quantifiable. However, if loss is not quantifiable then indicate "Not Quantifiable" in the space provided.

2. Details of Accessories/Spares not yet supplied and recoveries to be made on that account.

<u>S. No.</u>	<u>Description</u>	<u>Amount to be recovered</u>
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a)

b)

3. The proving test has been done to our entire satisfaction and the operators have been trained to operate the machine as per provisions of the contract. If not, the amount to be recovered on this account: Rs. \_\_\_\_\_.

4. You have failed to fulfil the contractual obligations with regard to the following:

a) \_\_\_\_\_

b) \_\_\_\_\_

5. The amount of recovery on account of non-supply of accessories and spares is given under para – 2 & 3 above and loss/damage on account of your failure to fulfil the contractual obligations as given in Para 4 above will be advised to you by NR. These shall be recovered from your bills/Performance Guarantee Bond in terms of Para 2305 of Bid Documents Part-I.

Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi

6. This issue of commissioning/PTC certificate proves only the technical acceptability and functioning of the machine on the date of issue of the Certificate. This issue of PTC does not amount to waiver of any of the terms and conditions of the contract or delay in supply of drawings, machine or commissioning thereof and it does not absolve the supplier of its liability for any loss or damages suffered by the Railways due to same.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation: Dy.CME/Sr.DME/Dy.CEE/Sr.DEE

Office Stamp

Copy by Speed/Regd. Post to:

1. PCMM/NR, Baroda House, New Delhi - 110001
2. PFA/NR, Baroda House, New Delhi - 110001
3. PCME/ NR, Baroda House, New Delhi - 110001
4. CME/Plg. of the Railway issuing certificate.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation: Dy.CME/Sr.DME/Dy.CEE/Sr.DEE

Office Stamp

Note: Sr. Scale Officer having independent charge is also authorized to sign this certificate.

Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi



**FORMAT FOR AFFIDAVIT TO BE UPLOADED BY TENDERER ALONGWITH THE TENDER DOCUMENTS**

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the tenderer)\*\*

I.....(Name and designation)\*\* appointed as the attorney/authorised signatory of the tenderer (including its constituents),

M/s..... (hereinafter called the tenderer) for the purpose of the Tender documents for the work of as per the tender

No. .... of (----- Railway), do hereby solemnly affirm and state on the behalf of the tenderer including its constituents as under:

1. I/we the tenderer (s), am/are signing this document after carefully reading the contents.
2. I/We the tenderer(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Indian Railway website [www.ireps.gov.in](http://www.ireps.gov.in) . I/we have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the tender document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the railway Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted alongwith the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.



Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi

7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender EMD besides banning of business for five year on entire IR. Further, I/we (*insert name of the tenderer*)\*\* and all my/our constituents understand that my/our offer shall be summarily rejected.
8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, alongwith forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five year on entire IR.

DEPONENT  
SEAL AND SIGNATURE  
OF THE TENDERER

#### VERIFICATION

I/We above named tenderer do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT

SEAL AND SIGNATURE  
OF THE TENDERER

Place:  
Dated:

\*\*The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by tenderer. Attestation before Magistrate/Notary Public



Signature Not  
Verified

Digitally signed by  
SHASHI BHUSHAN  
KUMAR  
Date: 2024.10.10  
17:21:57 IST  
Reason: IREPS-CRIS  
Location: New Delhi