

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.

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

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Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
16:01:37 +05'30'
Reason: IREPS-CRIS
Location: New Delhi

उप सहायक इंजीनियर/पहिया
उ० रेल, जगाधरी वर्कशाप

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगाधरी वर्कशाप
N. Rly, Jagadhri W/Shop

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उप मुख्याधिकारिक अभियन्ता
उ० रेलवे, जगाधरी वर्कशाप

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

Signature Not
Verified

Digitally Signed by
Bharat Lal Mehta
Date: 2024.12.22
16:01:37 +05:30
Reason: IREPS-CRIS
Location: New Delhi

सहायक निरीक्षक प्रबन्धक
Asstt. Works Manager
उत्तर तेन्वे, जगाधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्य अभियंता
उ० रे० जगाधरी वर्कशॉप

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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


सहायक निर्माण प्रबन्धक
Asslt. Works Manager
उत्तर मन्चे, जगधरी वर्कशॉप
N. Bly, Jagadhri Workshop


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उ० र० जगधरी वर्कशॉप

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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

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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 abroad 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

Telephone No. (with STD code)

i) Head Office

ii) Works/Factory

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

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

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).

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
16:01:37 +05'30
Reason: I am PS-CRIS
Location: New Delhi

उप मुख्य यंत्रिक अभियन्ता
उ० र० जगधरी वर्कशॉप

सहायक निरीक्षण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

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उप मुख्य यंत्रिक अभियन्ता
उ० र० जगधरी वर्कशॉप

Details of raw-materials held in stock (state whether Imported/ indigenous).

Production capacity of the quoted items

i) Per month

ii) Per year

List of other items, which the firm regularly manufactures and corresponding production capacity.

6. DESIGN CAPABILITY

Details of Qualified Personnel (indicating qualification and experience)

Other facilities available.

7. MANUFACTURING PROCESS

Level of in-house facilities

Important items of work done by outside vendors.

Brief details of manufacturing process relevant to the items quoted.

8. Deleted.

9. AFTER-SALES-SERVICE

Facilities available at works and branch offices.

Assessment of quality of service including response times.

Signature.....

Name.....

Designation.....

सीनियर सैव्शन इंजीनियर/पहिया
उ० रे०, जगधरी वर्कशॉप

सहायक निरीक्षण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N.Rly, Jagrdhri W/Shop

उप मुख्य जलिक अभियन्ता
उ० रे० ज० धरी वर्कशॉप

Page 70 of 88

Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
16:01:37 +05'30
Reason: IREPS-CRIS
Location: New Delhi

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

Page 71 of 88

Signature Not
Verified

Digitally signed by

Bharat Lal Mehta

Date: 2024.11.22

16:01:37 +05'

Reason: IREPS-CRIS

Location: New Delhi

महेश्वर जगदीश्वर / पहिया

जगदीश्वरी वर्कशॉप

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगदीश्वरी वर्कशॉप
N.Rly, Jagdihri W/Shop

उप मुख्य यंत्रिक अभियन्ता
ड० र० जगदीश्वरी वर्कशॉप

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

Place

Signature

Printed Name

Witness:

1.

.....

(Designation)

.....

(Bank's Common Seal)

Bank Address:

Telephone No.:

Fax No.:

E-Mail Address:

सोनियर संरक्षण इंजिनियर/पहिया
ड० र०, जगन्धरी वर्कशॉप

सहायक निरीक्षण प्रबन्धक
Asslt. Works Manager
उत्तर रेलवे, जगन्धरी वर्कशॉप
N. Rly. Jagndhari W/Shop

उप मुख्य अभियंता
ड० र०, जगन्धरी वर्कशॉप

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Signature Not
Verified

Digitally signed by
Bharat Lal Mehta
Date: 2024.11.22
16:01:37 +05'30'
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 ofwe, 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

Page 73 of 88

Signature Not
Verified

Digitally signed by

Bharat Lal Mehta

Date: 2024.11.22

16:01:37 +05'30'

Reason: IRIS-CRIS

Location: New Delhi

सहायक प्रमुख भवन
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्य अधिकारी अभियन्ता
उ० रेलवे जगधरी वर्कशॉप

(ii) the tenderer withdraws the said bid within 180 days after opening of bid ; or

सिनियर सैवशन इंजीनियर/पहिया
उ० र०, जगधरी वर्कशॉप

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
N. Rly, Jagadhri W/Shop

उप मुख्या अभियन्ता
उ० र०, जगधरी वर्कशॉप

(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:

I.

(Designation)
(Bank's Common Seal)

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

उत्तर
सीनियर सैक्टरल इंजीनियर/पहिया
ड० रे० जगदहरी वर्कशॉप

सहायक निरीक्षण प्रबन्धक
Asstt. Works Manager
उत्तर रेती, जगदहरी वर्कशॉप
N.Rty, Jagadhri W/Shop

उप मुख्य यंत्रिक अभियन्ता
ड० रे० जगदहरी वर्कशॉप