

- (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.

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जगदहरी वर्कशाप

सहायक निरीक्षक-प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगदहरी वर्कशाप
N. Rly, Jagadhri W/S

रप मुख्य अभियन्ता
ड० र० जगदहरी वर्कशाप

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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.

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शतायक जगदीश प्रकाश
Asstt. Works Manager
उत्तर रेलवे, जगदीश प्रकाश
N.Rly, Jagadhai W/Shop

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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

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Location: New Delhi

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 :—**

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इंजीनियर/पहिया
जगदीश चर्कशाप

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगदीश चर्कशाप
N.Rly, Jagadhi W/Shop

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उत्तर रेलवे, जगदीश चर्कशाप

(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

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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 forego 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-

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N. N. Works Manager
जगदीश चक्रवर्ती
N. N. Jaganadhar Chakrabarti

उप मुख्य अभियन्ता
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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

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Location: New Delhi

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N. Rly, Jagadhri, U.P.

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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 2802 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

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Bharat Lal Mehta

Date: 2024.11.22

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Reason: IREPS-CRIS

Location: New Delhi

गन्तव्यक निताण प्रमाणक
Asstt. Works Manager
उत्तर रेन्वे, जगधरी वर्कशॉप
N.Rly, Jagadhri W/Shop

उप मुख्यालय अभियन्ता
उ० रे० जगधरी वर्कशॉप

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.

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Bharat Lal Mehta
Date: 2024.11.22
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Reason: IREPS-CRIS
Location: New Delhi

सहायक निदेशक प्रमुख
Asstt. Works Manager
उत्तर रेलवे, भारतीय रेलवे
New Delhi, India-110001

उप मुख्यालय अभियन्ता
उ० रेलवे जं० राय बरकशाप

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) TRANSHART, 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

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Bharat Lal Mehta
Date: 2024.11.22
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Reason: IREPS-CRIS
Location: New Delhi

सहायक प्रबंधक
Asstt. Works Manager
उप मुख्य अभियंता
उ० र० प्रमुख कार्यशाप

उप मुख्य अभियंता
उ० र० प्रमुख कार्यशाप

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:

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Bharat Lal Mehta
Date: 2024.11.22
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Reason: IREPS-CRIS
Location: New Delhi

इंजीनियर/पहिया
उप निरीक्षक, जगधरी वर्कशॉप

सहायक निर्माण प्रबन्धक
Asstt. Works Manager
उत्तर रेलवे, जगधरी वर्कशॉप
R. Rly, Jagadhr

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अभियन्ता
उप निरीक्षक, जगधरी वर्कशॉप

- 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