

INDIAN RAILWAYS
CENTRAL RAILWAY
Material Management Department,
Office of the Controller of Stores,
1st floor, New Admn. Building,
C.S.T., Mumbai-400 001.
Maharashtra, India.

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**GLOBAL TENDER FOR SUPPLY OF SPARES OF 140 T DHBD CRANES OF
COWANS SHELDON (OLD DESIGN)**

SCHEDULES AND CONDITIONS OF CONTRACT

TENDER No.

83 16 5019-B.

FOR THE SUPPLY OF: **SPARES OF 140 T DHBD CRANES OF COWANS
SHELDON (OLD DESIGN)**

Quantity: ANNEXURE B, C AND D

DUE ON: 20.03.2017. AT 11.30 Hours (IST)

BID DOCUMENT PRICE Rs. 2500/-
Total Pages 74.

ISSUED TO MESSRS.....

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For Controller of Store

CHECKLIST-I

1	Have you purchased the Bid Documents?	Yes/No
2	Have you submitted a Bid Guarantee?(Annexure-4)	Yes/No
3	Have you furnished a Letter of Authority? (Annexure-6)	Yes/No
4	Have you furnished a Performance Statement?(Annexure-2)	Yes/No
5	Have you submitted the Banker's Report? (Para 4.1(b) of 'Instructions to Tenderer')	Yes/No
6	Have you furnished the Statement of Equipment & Quality Control? (Annexure-3)	Yes/No
7	Have you furnished the clause-wise comments on Technical specification? (Para 2.4 of 'Instructions to Tenderers')	Yes/No
8	Have you furnished the Statement of Deviation or 'Nil' Deviation Statement?(Annexure-1)	Yes/No
9	Have you quoted CFR price ?	Yes/No
10	Have you quoted delivery period correctly and precisely?	Yes/No
11	Have you kept your offer valid for 180 days?	Yes/No

CHECK LIST –II CEHECK LIST FOR AGENT DETAILS

S. No		
1	Have you submitted the authorization letter authorizing your agent to quote on this tender?	Yes/No
2	Have you indicated the complete name and address of the agents and details of the services to be rendered by the Agents?	Yes/No
3	Have you submitted a copy of your agreement with your Indian agent?	Yes/No
4	Are the agents authorized to deal with this tender as your sole selling agents and confirm that you have not appointed any other sole-selling agents for this tender?	Yes/No
5	Have you noted that an agent can represent only one firm in a tender and any manufacturer cannot submit two offers against a tender through different sole selling agents or one directly and one through selling agent In such a situation both the offers will be rejected.	Noted.
6	Have you indicated the amount of remuneration for the agents included in the offer?	Yes/No
7	Is your agent authorised to give all clarifications in connection with this tender including confirmation/extension to the validity of the offer?	Yes/No
8	Is your agent also authorised to give clarifications of technical nature on this tender?	Yes/No
9	Will your agent receive communications on your behalf?	Yes/No
10	Will your agents assist the purchaser in Customs classification and insurance survey etc., while clearing the goods or for lodging claims on the insurance companies in case the goods are lost/received in damaged conditions, if required by the purchaser.	Yes/No
11	Are your Indian agents competent enough to undertake the entire after sales service of the items on this tender on behalf of the manufacturer?	Yes/No
12	If answer to (11) above is yes, then have you indicated the details of infrastructure available with your agents for providing these services?	Yes/No
13	Do you have any say in the management of the company working as your agent? If so, have you indicated the precise relationship and the details of common directors/partners, if any ?	Yes/No
14	Do you or your Indian agents have mutual interests in each other's business? If yes, have you furnished details thereof?	Yes/No
15	Are you aware that any payment against the contract, if placed, to your Indian Agent directly by you in currency other than in Indian rupees is against the Indian Laws ?	Yes/No
16	Are you aware that failure to disclose the full amount of remuneration/agency commission payable to your Indian Agents shall render the contract void ?	Yes/No

Signature and Seal of the Manufacturer /Tenderer

TABLE OF CONTENTS

S.No	Clause	Page No.
1	TENDER SCHEDULE	5-6
2	ANNEXURE-‘E’	7
3	ANNEXURE-‘F’	12
4	SECTION-I - Instruction to tenderers	15-28
5	SECTION-II – General condition of contract	29-46
6	SECTION-III – Special condition of contract	47-52
7	ANNEXURE-‘B’	53-57
8	ANNEXURE-‘C’	58-59
9	ANNEXURE-‘D’	60
10	ANNEXURE-1	61
11	ANNEXURE-2	62
12	ANNEXURE-3	63
13	ANNEXURE-4	64
14	ANNEXURE-5	65-66
15	ANNEXURE-6	67
16	ANNEXURE-7	68-69
17	ANNEXURE-8	70-71
18	ANNEXURE-9	72-73
19	ANNEXURE-10	74

TENDER SCHEDULE

GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (CENTRAL RAILWAYS)
GLOBAL TENDER NO. 83.16.5019 DUE FOR OPENING ON :
20/03/2017

1. Bids are invited for and on behalf of the President of India, represented through the Controller of Stores, Central Railway, CST Mumbai – 400 001 [India] from Original Equipment Manufacturers [OEM] or Original equipment suppliers [OES] or their Authorized Agents for Entering into contract for various items of Spares for maintenance of 140 Tones Cowans Sheldon make Old Design Diesel Hydraulic Breakdown Cranes.

Tender No.	Brief Description	Tendered Items/Quantities	Cost of Bid Documents		Earnest Money/Bid Guarantee		Last date & Time for submission of Bids
			IN INR	IN US \$	IN INR	IN US \$	
83.16.5019	Procurement of Spares for Mid Life Rehabilitation (MLR) of 05 Nos.140 T Diesel Hyd. B. D. Cranes of Cowans Sheldon Make (Old Design)	247 items as per detailed list of spares mentioned in the Bid documents (Option clause : +/- 30%)	2500	38	10 Lakhs	14590	20/03/2017 up to 11.30 A.M.(IST) Opening of Bids will take place on the same day : at 11.30 A.M.(IST)

2. Non – transferable Bid documents containing detailed description & catalogue part number

of the items required and also other terms and conditions may be obtained from the office of the Central Railway, Controller of Stores, New Administrative Building, 1st floor, D.N. Road, CST. Mumbai. The cost of Bid document (in cash) is to be deposited with the Chief Cashiers Office / FA&CAO, CRLY, Mumbai CST- 400001. India. The Bid documents will be issued on production of original receipt thereof.

(Note To Bidders):

- 1) The List of Items of Spares to be procured is as per **Annex-‘B, C & D’** Attached.
- 2) The details of Contract & Schedule of Requirement is as per **Annex- E** Attached.
- 3) Additional Special Condition of the Contract is as per **Annex- F** Attached.
- 4) The Standard terms and condition of the Contract is as per Booklet enclosed.)

3. QTY. OPTION CLAUSE: The purchaser reserves the right to increase / decrease the ordered quantities , not exceeding 30% of the contracted quantity during the currency of the

contract with provision for suitable extension in delivery period, if quantity option clause for supply of additional quantity is operated.

4. Bidder shall submit total cost of items procure along with break up rate of individual items for scrutiny of evaluation purpose failing which their offer will not be considered

5. The bidder shall be required to pay the amount of bid documents(tender document cost) specified above, in cash with **Chief cashier / FA& CAO Central Railway, CST, Mumbai-400001 (India)** along with their offer at the time of submission of the bid.

6. The Bidders will be required to:-

a) Furnish a Bid Guarantee(Earnest money) for the amount specified above.

b)Keep their bids open for 180 days from the date of opening of bids.

7. Last date & time for submission of bids would be on **20.03.2017 up to 11.30 A.M. (IST)** .

8. BIDS FROM BIDDERS WHO HAVE NOT PAID TENDER/BID DOCUMENT COST, BIDS NOT ACCOMPANIED BY BID GUARANTEE AND BIDS FROM AGENTS, WITHOUT LETTER OF AUTHORITY FROM THEIR ORIGINAL EQUIPMENT MANUFACTURERS (OEMs) ARE LIABLE TO BE SUMMARILY REJECTED.

9. **Tenderers to quote price bid on CFR basis upto Mumbai port (i.e. cost and freight).**

Shipping arrangements: Being a CFR contract, shipment shall be arranged by the contractor who shall deliver the goods till the port of destination. Contractor shall bear the cost of freight to the named port of destination (i.e. Indian Port at Nhava Sheva, Mumbai). The contractor is however, advised to utilize Indian Flag Vessels to the maximum extent possible.

For CFR delivery(CFR of INCOTERMS-2010), the stores shall be delivered free of expenses to the purchaser on Board the vessels with ocean transportation to the named Indian Port, including any charges for unloading (at loading port if any) etc, till the cargo is safely delivered to the port consignee at the said port.

**FOR CONTROLLER OF STORES
CENTRAL RAILWAY
N.A BLDG,1ST FLOOR, D.N. ROAD,
MUMBAI - 400001.INDIA.
TELE NO.+91-022-22620938
FAX NO.+91-022-22634313**

ANNEXURE-‘E’
SCHEDULE OF REQUIREMENTS

(See Clauses 1.1 and 2.1 of instruction of Tenderers)
Tender No.83.16.5019-B., Bids will be received up to
11.30 A.M.(IST) on **20.03.2017**.

M/s.
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Description of stores & quantity required	Ultimate Consignee/port consignee
As Per Annexure- B, C & D attached	Chief workshop Manager, Central Railway, Parel Workshop, Parel, Mumbai-400012/ Controller of Stores (Shipping), Central Railway, Mumbai CST (India).

1. It is proposed to enter into the contract for above mentioned stores required for MLR & Maintenance of 140T Cowan Sheldon’s **(Old Design)** cranes.

2. Delivery:

Delivery should commence as early as possible & should be completed within 08 (Eight) months from the date of placing the purchase order for indigenous supply /from the date of opening of letter of credit/EDPO for Import supply.

For delayed deliveries, condition contained in **Bid Documents section -II** shall apply.

Attention of the bidders is invited to clauses 6.1 and 6.8 of the ‘Instruction to Tenderers’ regarding deposit of **EARNEST MONEY (BID GUARANTEE) & Tender Document Cost**. Any bid not accompanied with earnest money & Tender Document cost in one of the approved form is liable to be rejected.

The bidder should quote as per **SN (of annexure B, C, & D)**, Cowan Sheldon’s catalogue pt. / Cowans Sheldon CAT No. and full description of the items in all respects. If there are any deviations from Cowans Catalogue No. Cowans Sheldon CAT No., a Deviation Statement indicating the clause/ sub-clause, deviation proposed and justification thereof should be enclosed. In this connection, attention of the bidders is invited to **clauses 2.3 & 2.4** of the ‘Instruction to Tenderers of Bid documents Section-I.

3. QUANTITY OPTION CLAUSE:

The purchaser reserves the right to increase / decrease the ordered quantities, not exceeding 30% of the contracted quantity during the currency of the contract with

provision for suitable extension in delivery period, if quantity option clause for supply of additional quantity is operated.

4. In case, some bidder wants to quote an alternative to Cowans Sheldon CAT No. indicated in the tender, his offer can be considered only if the item which is offered has been supplied to the Original Equipment Manufacturer/ Original Equipment Supplier (OEM/OES) or Indian Railways for the use in Cowans 140 Tonne cranes (Old Design Cranes). In this regard, he will have to furnish a certificate from the OEM / OES or the Indian Railway consignee for confirmation of supply and satisfactory performance of such item to them. Also a certificate needs to be furnished from the end user of such crane fitted with the parts supplied by such bidder that after fitment of such item(s),the crane has been working satisfactorily.

5. Quotation:

- 5.1 The bidder should quote on the basis of 'Instruction to Tenderers' and 'General and Special Condition of Contract' given in the Bid Documents Section I, II & III. If there are any deviation, they should submit a Deviation statement as indicated in clause 7.5 of 'Instruction to Tenderers'
- 5.2 Foreign tenderer shall quote his prices on the basis of CFR Mumbai Port. Under the CFR price, the FOB price, ocean freight charges shall be indicated separately.
- 5.3 The terms CFR shall be as defined in the current edition of International Rules for the interpretation of the Trade Terms published by the International Chamber of Commerce, Paris and commonly referred as INCOTERMS 2010.
- 5.4 These prices should not include agency commission payable to Indian Agents which shall be exhibited as already indicated in instruction to tenderers. The prices should be stated only in one currency and should be either in the currency of the manufacturer's country or an equivalent amount in the currency of the country of the tenderer. However, if the goods offered are manufactured in more than one country, the tenderer may state the bid price in the currency of the country of origin in which he wishes to be paid. Alternatively, tenderer may, at his option, state the entire bid price in U.S. Dollars.
- 5.5 In case of CFR, ocean freight charges must also be firm and no variation will be allowed on this account after the opening of tenders. The tenderers should quote their lowest possible price. Quotations should be made only for units specified in the "Schedule of Requirements".
- 5.6 Indigenous (Domestic) bidder should quote FOR destination rate, giving the detailed Break-up separately.
- 5.7 Clause 10.0 Delivery Schedule of Section III of Special Condition of Contract regarding delivery loading will not be applicable.

5.8 Bids from the bidder, not accompanied with specified TDC, Bid Guarantee and without OEM authorization certificate are liable to be summarily rejected.

5.9 Bidder are required to submit documentary evidence for the reasonability of the quoted prices to the extent possible, preferably the copies of recent contract(s) for the same item, or OEM/OES's published price lists.

6. WARRANTY

6.1 The contractor shall warrant that everything to be furnished here under 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 operable, operate properly.

6.2 This warranty shall survive inspection of payment for and acceptance of the goods but shall expire 40 (Forty) months after the delivery at ultimate destination in India or 36 (Thirty Six) months from the date of commissioning and proving test of equipment at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and /or claims notified to the contractor within 3(Three) months of expiry of such date. Any approval of acceptance by purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.

6.3 The contractor's liability in respect of any complaints defects and /or claims shall be limited to the furnishing and installation of replacements parts free of any charge or the repair of defective parts only to the extent that such replacement or repair 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 guarantee period of 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.

6.4 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 purchaser, the contractor shall pay to purchaser value thereof at the contract price or in the absence of such price decided by the purchaser and such other expenditure and damages as may arise by reason of the breach of the conditions herein specified.

6.5 All replacement and repair that the purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (Two) months, promptly and satisfactorily.

6.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Customs and other duties as applicable.

6.7 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 claims whatsoever shall lie on the Purchase for the replaced parts thereafter.

- 6.8** 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 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.
- 6.9** 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.

7. PURCHASER:

7.1 Controller of Stores, Central Railway (India) is The Purchaser for placement of purchase order against the contract and will endorse copies of such order to Inspecting officer (s) concerned and to paying Authority.

7.2 The amount of SD to be deposited wherever applicable will be 10% of the total value of contract subject to upper ceiling of 10 lakhs for contract value up to 10 crores and 20 lakhs for contract value above Rs.10 crores.

7.3 SD should be paid by successful bidder in the form of deposit Receipt, Pay order, Demand Draft, in favour of chief cashier / FA&CAO's Central Railway CST MUMBAI & Guarantee Bond of nationalized or Schedule commercial bank as per pro-forma Annexure-5 & Guarantee Bond shall remain in force for a period of 1 year beyond the date of last shipment / delivery of goods in each case.

8. Effective Date of Purchase Order :(EDPO)

(a) For Foreign Suppliers: The Purchase order (s) shall become effective from the date of receipt of confirmed irrevocable letter of credit for the purchase order (s) by the seller.

(b) For Indigenous Suppliers: The Purchase order (s) shall become effective from the date of issue of the purchase order (s)

9. System of payment:

The following methods of payment would apply:-

a. Imported Supply:

In case of imported components, the PURCHASER i.e. Controller of Stores, Central Railway shall advise **FA & CAO**, Central Railway to open the letter of credit for CFR amount of the ordered stores and rest of the conditions as given in Bid Documents shall apply.

b. Indigenous Supply:

In the case of indigenous stores, payment shall be made by FA & CAO of respective Railway in accordance with clause 14 of 'Instructions to Tenderers' Bid Documents.

10. Inspection:

- 10.1** Inspection of Stores shall be carried out by RA, Berlin or any authorized representative (s) at the option of the Indian Railway.
- 10.2** The bidders should indicate the weight and volume of the kits/items listed in the Annexure 'B, C & D' attached.
- 10.3** In case, the date of bid opening falls on a Govt./Public holiday or is subsequently declared as such, the bids will be opened on the next working day at the appointed time.
- 10.4** **Telex/FAX** and other incomplete bid are liable to be rejected.

11. Tender/Bid Document consists of following :

1. Bid Invitation
2. Additional Special condition of Contract
3. Instructions to Bidders (Section-I)
4. General condition of Contract (Section-II)
5. Special condition of Contract (Section-III)
6. Annexure (Section-IV)

**FOR CONTROLLER OF STORES
CENTRAL RAILWAY N.A
BLDG,1ST FLOOR, D.N. ROAD,
MUMBAI-400001.INDIA.**

ADDITIONAL SPECIAL CONDITION

1. Eligibility : The offer to be considered only if:
 - a) The tender is for supply of the items of Original Equipment Manufacturer / Original Equipment Supplier and the bidder must indicate the S. No. (of Annexure- B, C & D), the Cowan Sheldon’s Catalogue part No., and Cowans Sheldon description of the items.
 - b) The bidder furnishes the letter of Authority from OEM/OES in support of genuineness of the product being offered.
 - c) In case, some bidder want to quote an alternative to Cowans CB Catalogue part no. or Cowans Sheldon Cat. No. indicated in the tender, his offer can be considered only if the item which is offered has been supplied to the **OEM/OES** or Indian Railways Consignee for use in Cowans Sheldon’s 140 Tonne crane (**Old Design**). In this regard , he will have to furnish a certificate from the OEM/OES or Indian Railway consignees for confirmation of supply and satisfactory performance of such item to them. Also a certificate needs to be furnished from the end user of such crane fitted with the parts supplied by such bidder that after fitment of such item(s), the crane is working satisfactorily.
 - d) All bidders must clearly indicate the manufacturer and country of origin in their offer duly supported by a certificate from the manufacturer.
 - e) Payment would not be released unless copies of custom/import documents, manufacturer’s test certificate & warranty certificate are enclosed with the bill.
2. Bidder other than OEM shall ensure that seals, packing and fittings and other Hardware items are of high quality and as utilized in the originally supplied cranes or as recommended by the original manufacturer of the cranes.
3. In the case of Indian Agents quoting on behalf of overseas original equipment manufacturer/supplier, evidence of the accreditation by the original manufacturer/ supplier must be furnished along with the offer, without which the quotation from an Agent is liable to be summarily rejected.
4. In respect of indigenously developed components in India satisfying condition of Para 1.0

(d) above ,the bidders shall ensure that they are of same quality used by the original equipment manufacturer abroad. Such indigenously developed components shall be thoroughly inspected and checked by Parel Workshop in Central Railway in consultation with **RDSO**. Government Test House Certificate in support of the material used by the manufacturer and process adopted while manufacturing the components should be furnished. Thorough testing of such developed components shall be carried out at the Shop floor on the Test Benches in advance. Without this, the offer are liable to be summarily rejected.

5. Maker's name and brand name of the product offered should be indicated in the tender offer.
6. The tenderer must furnish (excepting where they are themselves original equipment manufacturer abroad) their detailed performance statement for the particular item along with Photostat copies in evidence thereof.
7. For the imported items, the bidder should comply with the following :
 - (a) Original equipment manufacturer's/ supplier's certificate to be produced in regard to their being authorized agent.
 - (b) To furnish copy of customs out pass, Bill of entry for the goods, maker's test and spares part(s) **fit for purpose certificate**, copy of bill of lading, copy of commercial invoice of the OEM/OES.
 - (c) Country of Origin Certificate.
 - (d) Importer should furnish their valid import license along with the tender offer.
8. In case there is any problem during fitment of components of sub-assembly during manufacturing / commissioning and in case the consignee is not able to get proper performance during commissioning of spares (s) or if there is any problem in regard to interface of any of the components with the other systems of the cranes, the supplier shall have to provide necessary technical support to the consignee to ensure proper performance of the item by way of suitable modification / replacement of the component.
9. If any of the tendered items has become obsolete and is not being manufactured any more, the tenderer may offer the latest equipment with details to adopt the same without loss of capability, reliability, and safety.

10. FALL CLAUSE:

- 10.1 The price charged for the stores supplied under the contract by the Contractor shall in no event exceed the lowest price at which the contractor sells or offer to sell stores of identical description to any person/ organizations including the purchaser during the

period till performance of all purchase order placed during the currency of the contract is completed. The lowest price will be applicable to supplies made after the date of coming into force of such reduction for sale or offer to sale at a reduced rate.

- 10.2 If at any time, during the said period the contractor reduces the sale price sells or offer to sell such stores to any persons/ organizations at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- 10.3 The contractor shall furnish the following certificate to the concerned accounts officer along with each bill for payment of supplies made against the contract. "I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/ organization including the purchase up to date of bill/ the date of completion of supplies against all purchase order placed during the currency of the contract at a price lower than the price charged to the government of India under the contract."

TABLE OF CONTENTS
(SECTION-I) – INSTRUCTION TO TENDERER

S.No	Clause	Page No.
1	General Instructions	16
2	Technical Information	16
3	Agents and Service facilities in India-Agency Commission	18
4	Qualifying requirements of tenderers	19
5	Time Schedule.	19
6	Earnest Money / Bid Guarantee (EMD)	20
7	Submission of Offers	21
8	Local Conditions.	22
9	Price basis and Indemnity	22
10	Insurance	23
11	Evaluation of the Offers	24
12	Basis for Evaluation of the Tender	24
13	Form of Payment	25
14	Payment Terms	25
15	Deductions.	26
16	Payment Procedure	27
17	Shipping Arrangements	27
18	Packing	27
19	Import License	28
20	Effect and Validity of Offer	28

**CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF SPARES FOR 140 TONES COWAN
SHELDON'S OLD DESIGN DHBD CRANE
ITEMS SECTION -I
INSTRUCTION TO TENDERERS**

1.0 General Instructions

On behalf of the President of India, the Controller of Stores, Central Railway, N.A. Building., 1st Floor, C.S.T., Mumbai-400 001 (hereinafter referred to as the Purchaser) invites tenders from the established and reliable manufacturers or their authorized agents for the supply **OF SPARES FOR 140 TONES COWAN SHELDON'S OLD DESIGN DHBD CRANE ITEMS** as set forth in the accompanying Schedule of requirements at **ANNEXURE-E**.

- 1.1 All information in the offer must be in English. Information in any other language must be accompanied by its authenticated translation in English. **Failure to comply with this may render the offer liable to be rejected.** In the event of any discrepancy between an offer in a language other than English and its English translation, the English translation will prevail.
- 1.2 The tenderer / Bidder is advised to study the tender papers carefully and thoroughly. Any submission of tender by the Tenderer / Bidder shall be deemed to have been done after careful study and examination of the tender papers with the full understanding of the implications thereto and the specifications given in the tender papers shall be deemed to have been accepted by the Tenderer / Bidder unless otherwise specifically commented upon by him in the tender.
- 1.3 Manufacturer or their agents may note that an agent can represent or quote on behalf of only one firm in a tender and any manufacturer can not submit two offers against a tender through different sole selling agents or one directly and one through sole selling agent. **In such a situation both the offers shall be liable to be rejected.**
- 1.4 In cases where an agent participates in a tender on behalf of one manufacturer, he is not allowed to quote on behalf of another manufacturer in a parallel/ subsequent tender for the same item. A tender will be considered parallel if opened on the same date. A tender will be considered subsequent until the previous tender in which the same agent had participated, has been finalized and if, as a result thereof, a contract is placed on the agent, the same has been completed in all respects.

2.0 TECHNICAL INFORMATION

- 2.1 Specifications indicated in the “Schedule of Requirements (**Annexure-E**)” may be obtained on payment from the following: —
 - (i) **Indian Railway Standard Specifications from :**
 - (A) The Controller of Publications, Civil Lines, Delhi-110054, INDIA.
 - (B) Office of the High Commissioner for India, Publication Branch, India

House, Aldwych , London-WC (U.K).

(ii) Indian Standards Specifications from

The Director General, Bureau of Indian Standards, Manak Bhawan,
9, Bahadur Shah Zafar Marg, New Delhi-110001, INDIA.

(iii) Particular Specifications, Drawings and details from :

The Director General, Research Designs and Standards
Organization, Manak Nagar, Lucknow-226011, INDIA.

- 2.2 The stores offered should be in accordance with the stipulated drawings and specification. Details of variations from the drawings and specification, if any should be clearly indicated and in such an event, a certificate from well-known users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more other countries. The names of those foreign countries should also be indicated.
- 2.3 The Purchaser will consider internationally accepted alternative specifications, which are equal to or better than the specification mentioned in the tender. However, the decision of the purchaser either as to whether such alternative specification is equal or better than the tender specifications or whether to accept or reject the alternative specification shall be final.
- 2.4 Attention of the Tenderer/Bidders is invited to the statement of deviations (**Annexure-1**) of the tender specifications, which should invariably be filled in, and submitted only with the offer. The Tenderer/Bidder shall indicate his compliance or otherwise with remarks against each clause and sub-clause of the technical specifications. Wherever the Tenderer /Bidder deviates from the provision of a clause/sub-clause, he shall furnish the detailed justification for the same under 'Remarks' column.

3.0 AGENTS AND SERVICE FACILITIES IN INDIA-AGENCY COMMISSION:

- 3.1 Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and or servicing facilities in India should indicate in their offer the name of their Indian Agents/associates or the representatives they have for servicing in India. They should quote net CFR price, exclusive of the amount of remuneration or commission provided for the Indian agents/associates. It should be understood that the Purchaser will indemnify the supplier against payment of such commission to the Indian agents/associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian agents/associates remuneration or commission covers a part of the price against the tender.
- 3.2 The foreign tenderer is also required to give the name and address of the local agent/associate. In addition they should furnish the following details in the offer:
- i) The precise/relationship between the foreign manufacturer/principals and Indian Agents/associates.

- ii) The mutual interest which the manufacturer/principal and Indian agents/associates have in the business of each other;
- iii) Any payment which the agent/associate receives in India or abroad from the manufacturer/principal whether as a commission for the contract or as general retainer fee;
- iv) Indian agent's Income-Tax permanent account number;
- v) All services to be rendered by the agent/associate whether of general nature or in relation to the particular contract and facilities/infrastructure available with them for the same;
- vi) Past performance;

3.2.1 If Indian Agent is quoting as tenderer, in such cases, enlistment details with DGS & D under compulsory registration scheme are required to be enclosed.

3.2.2 The agent is official representative of Manufacturer/Principal/Bidder. Accordingly, Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.

Offer which do not comply with the above stipulation are likely to be ignored.

3.3 AGENCY COMMISSION:

3.3.1 In the case of indigenous offer the tenderer is not entitled to any agency commission.

3.3.2 In the case of imported offers the agency commission payable by the tenderer to his Indian Agents shall be indicated in the space provided in the offer form in foreign currency. However, Agency Commission finally payable to the tenderer's Agents in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of placement of the contract/order as quoted by State Bank of India and shall not be subject to any further exchange variation. The Agency

Commission shall be paid in non-convertible Indian Rupees after successful completion of the contract, i.e., after completion of proving tests and final commissioning of machine(s) in India where installation and commissioning is involved / after its receipt in India Port on the basis of a certificate obtained by the Paying Authority from Port Consignee for receipt of the material in good condition.

3.3.3 Agency Commission shall not be more than 5% of the FOB value. and it will not be more than what is specified in the agency agreement between the tenderer (i.e. foreign principal) and the Indian agent. A certified photo copy of the agency commission agreement must be submitted along with the offer.

3.3.4 The Indian agent required to submit a certificate along with their agency commission bill, confirming that the amount claimed as agency commission in the bill has been spent /will be spent strictly to render services to the foreign principal i.e. M/s.....(i.e. the contractor) in terms of agency

agreement. The purchaser or their authorized agencies and /or any other authority of Govt. of India shall have rights to examine the books of the Indian agent and defect or misrepresentation in respect of the offer indicated confirmation coming to light during such examination will make the foreign principal (i.e. the contractor) and their Indian agent liable to be banned/suspended from having business dealing with Indian Railways following laid down procedure of such banning/suspension of business dealings

4.0 QUALIFYING REQUIREMENTS OF TENDERERS:

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

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

4.1 For purposes of para 4.1, the tenderers should additionally submit:-

- (a) A performance statement as in **Annexure-2**, giving a list of major supplies, effected in the last five years of items offered by him, giving details of the Purchaser's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule.
- (b) A statement indicating details of equipment employment and quality control measures adopted as in **Annexure-3**.

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

4.3 Offer of the tenderer not submitting the requisite information and not conforming to performance standards specified is liable to be ignored.

5.0 TIME SCHEUDLE

- 5.1 The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of the item/items offered.
- 5.2 The time and the date specified in the contract for the delivery of the stores and the equipment shall be deemed to be the essence of the contract and the delivery must be completed not later than the date so specified. **The attention of the tenderers is invited to clauses regarding liquidated damages and default (clause 17 and clause 18)** in the General Conditions of the contract by which the contract is governed.

6.0 EARNEST MONEY DEPOSIT / BID GUARANTEE

- 6.1 Earnest Money /Bid Guarantee (EMD) for the amount stipulated in the Bid/Tender Invitation shall accompany each tender. EMD shall be in any one of the following forms:
- a. A crossed **Bank Draft** in favour of FA&CAO, Central Railway, C.S.T., Mumbai, from a Nationalized Indian Bank, State Bank of India or a reputable commercial Bank of the Tenderers /Bidder's country.
 - b. **An irrevocable Bank Guarantee**, in the prescribed format as per **Annexure- 4**, valid for 45 days beyond the validity of the bid (i.e. valid for 225 days from the due date for tender opening) , from a Nationalized Bank of India or a Scheduled Bank in India (Schedule Bank shall mean a bank as defined under Section 2 (e) of the Reserve Bank of India Act, 1934) or from a foreign bank outside India.
 - c. In case of Bank Guarantee from a foreign bank outside India, authentication of the same by any Nationalized Bank in India is required.
- 6.2 If the validity of the offer is extended the Bank Guarantee for EMD duly extended shall also be furnished, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 6.3 No interest will be payable by the purchaser on the Earnest Money/Bid Guarantee.
- 6.4 The Earnest Money/Bid Guarantee deposited is liable to be forfeited, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer.
- 6.5 The Earnest Money of the successful tenderer will be returned (within sixty days) after the contract Performance Guarantee as required (Clause 20 of the General Conditions of Contract) is furnished and formal contract duly signed is received by the purchaser.
- 6.6 If the successful tenderer fails to furnish contract performance guarantee as specified in clause 20 of the general conditions of contract and fails to return the **formal** contract duly signed within thirty days of the receipt of the formal contract, then the Earnest Money shall be liable to be forfeited by the Purchaser.
- 6.7 The Earnest Money of all unsuccessful tenderers will be returned by the purchaser within 30 days after issue of acceptance to the successful tenderer.
- 6.8 Any tender not accompanied by Earnest Money in one of the approved forms given in clause 6.1 above will be rejected by the purchaser as unresponsive.**
- 6.9 The offer of the tenderer, who has claimed exemption from payment of EMD/Bid Bond being a SSI /MSE registered with NSIC /registered with the nominated agencies for the tendered item, as per extant rules of Govt. of India, should submit the valid certificate/documentary proof in support thereof , **failing which such offer shall be liable to be rejected by the purchaser as unresponsive without making any back reference.**

7.0 SUBMISSION OF OFFERS:

- 7.1 Any individual (s) signing the tender or other documents connected Therewith should specify whether he is signing.
- i) as sole proprietor of concern or as attorney of the sole proprietor;
 - ii) as a Partner or Partners of the firm;
 - iii) as a Director, Manager or Secretary in the case of a Limited Company Duly authorized by a resolution passed by the Board of Directors or in Pursuance of the authority conferred by the Memorandum of association.
- 7.2 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the tender and all other connected documents. The original power of attorney or other documents empowering the individual or individuals to sign should be furnished to the purchaser for verification, if required.
- 7.3 All prices and other information like discounts etc., having a bearing on the price shall be written both in figures and words in the prescribed offer form. In case of any discrepancy in rates quoted in words and figures, the rates quoted in words shall be considered.
- 7.4 Offers shall be as per the Instruction to tenderers, the General and Special Conditions of contract given in the Tender Documents. However, the tenderer shall indicate his acceptance or otherwise against each clause and sub-clause of the Instruction to tenderers, the General and Special Conditions of Contract. For this purpose, the tenderer shall enclose a separate Statement (**Annexure –1**) indicating only the deviations from any clause or sub-clause of the Instruction to tenderers, the General and Special Conditions of Contract, which he proposes with full justification for such deviations and additional price for complying with the conditions of the contract in each case. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 7.5 Offers are required from the actual manufacturers of the stores or their authorized agents who should submit a letter of authority from their Principals as in **Annexure-6** authorizing them for quoting on their behalf. Offers from other agents, brokers and middlemen, and offers not accompanied with Letter of Authority will not be accepted.
- 7.6 The tenderer should avoid ambiguity in his offer, e.g., if his offer is to his standard size, dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as standard length etc. should be avoided in the offer.
- 7.7 **Quantity Variation Clause:** The purchaser reserves the right to vary the quantity mentioned in the “Schedule of Requirements” by plus or minus 30% at the time of placing the order and also reserves the right to vary the quantity after placing the order by plus or minus 30% of the ordered quantity, on the same price, terms and conditions of the contract, any time during the currency of the contract, without prior consent of the tenderer/contractor, by giving suitable extension in delivery period for plus quantity and by giving reasonable notice for minus quantity. The

Tenderer/bidder should give their willingness/unconditional acceptance to this quantity variation clause.

- 7.8 **Validity of offer:** The tenderer / bidder shall keep his offer open for acceptance for a period of 180 (one hundred and eighty days) from the date of opening of the tender, failing which such offer shall be considered as unresponsive by the purchaser and liable to be rejected.

8. LOCAL CONDITIONS:

- 8.1 It will be imperative on each Tenderer / Bidders to fully acquaint himself of all the local conditions and factors which would have any effect on the performance of the contract and cost of the equipment/ stores. In his own interest, the Tenderer / Bidders shall familiarize himself with the Income-tax Act, 1961, the companies Act, 2013, the Customs Act, 1962 and related Laws in force in India. The Purchaser shall not entertain any request for clarifications from the tenderer /Bidder regarding such local conditions. No request for the change of price, time schedule for delivery of stores shall be entertained after the Purchaser accepts the offer.

9 PRICE BASIS AND INDEMNITY

- 9.1 Foreign Tenderer / Bidders shall quote his prices on the basis of CFR Mumbai Port.
- 9.2 Under the CFR price, the FOB. price and the Ocean Freight Charge shall be indicated separately.
- 9.3 The terms CFR shall be as defined in the current edition of International Rules for the interpretation of the Trade terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.
- 9.4 These prices shall not include Agency Commission payable to Indian Agents which shall be exhibited as already indicated in Para 3.1 ante. The Indian Agents Commission shall be shown in the foreign currency as a definite amount and not as percentage.
- 9.5 The prices shall be quoted in one currency and should be either in the currency of the manufacturer's country or U.S. Dollars. However, if the equipments/stores offered are manufactured in more than one country, the tenderer / Bidders may state portions of the price in the respective currencies of the countries of origin. The price shall be the total of such portions. Alternatively, the tenderer / Bidders may, at his option, state the entire price in U.S. Dollars. However, the portions of the price relating to components of Indian origin to be incorporated in the equipments/stores and/or installation of equipment/stores shall be stated in Indian Rupees. The contract price will normally be paid in the currencies in which the price is stated in the successful tender. However, purchaser reserves the right to effect payment of the equivalent amount in the currency or currencies of the country of origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment

9.6 The prices quoted (CFR/FOR DESTINATION) as the case may be shall be firm and not be subject to variation. In the case of CFR quotations, Ocean Freight charges included shall also be firm and no variation will be allowed on this account after the tender opening.

9.7 The Tenderers / Bidders shall quote their lowest possible prices. Quotations shall be made only for units specified in the tender schedule. Including Indigenous (Domestic) Tenderers / Bidders shall indicate the F.O.R.DESTINATION price delivery at destination station, which shall include all State and Central Taxes and Excise Duties leviable on the final finished supplies tendered for. In addition, a complete break-up showing the Ex-factory price, Taxes and Excise duties individually, incidentals and handling charges and freight and insurance charges shall be furnished.

9.8 Tenderer's / Bidders should specify the HSN (Harmonized System of Nomenclature) classification for the subject item in case of Import offer.

9.9 CENVAT CREDIT:

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

9.9.2 In the event of additional CENVAT credit being extended by the Govt. of India, to cover items ordered against present tender, the same shall be passed on to the purchaser. The bill for payment should accompany the following certificate:-

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

9.10 Sales Tax/CST/VAT/Input Tax under VAT Scheme:

9.10.1 The tenderer should quote the exact percentage of VAT that they will be charging extra.

9.10.2 While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duty stating the quantum of such credit per unit of the item quoted for.

9.10.3 The tenderer while quoting for tenders should give the following declaration;

“We agree to pass on such additional set off/input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final production on the date of supply under the VAT scheme by way of

Reduction in price and advise the purchaser accordingly”.

9.10.4 The suppliers while claiming the payment will furnish the following certificate to the paying authority;

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

10. INSURANCE

10.1 In the case of Foreign Tenders for CFR offers, the Purchaser will arrange insurance

10.2 In the case of indigenous tenders, the purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire equipment/stores contracted arrive in good condition at destination. Where the tenderer /Bidder intends to insure the goods, the insurance charges shall be clearly indicated, separately in the break-up. The consignee, will advise the tenderer /Bidder within 45 (Forty five) days of the arrival of goods at the destination, any loss/damage etc., of the goods and it shall be the responsibility of the tenderer/Bidder to lodge the necessary claim on the carrier and/or insurer and pursue the same. The tenderer /Bidder shall, however, at his own cost replace/rectify immediately to the entire satisfaction of the consignee, the goods lost/damaged without waiting for the settlement of the claim.

11 EVALUATION OF THE OFFERS

11.1 The tenders received would be evaluated on the basis landed cost at port mentioned in the schedule of requirement (for imported offers) or FOR destination basis in case of indigenous offer

11.2 To facilitate evaluation and comparison, the purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid Price as payable, to Indian Rupees at the B.C. selling exchange rate established by the State Bank of India, Mumbai as on the date of the Bid Opening and all the offers will be evaluated as per tax regime as applicable on the date of tender opening.

11.3 The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the purchaser, as specified in the specification and tender documents.

11.4 Interse position of tenderers/criterion for evaluation: The criterion for evaluation of tenderers for deciding interse position of the tenders will be item-wise and not on total tender value as a whole.

12 BASIS OF THE EVALUATION OF TENDER:

12.1 The tenders received would be evaluated on the basis of:-

- a. Free at destination prices quoted on the lines indicated in clause 9.7 of Instructions to Tenderers for domestic/indigenous offers.
- b. For imported/Foreign offer, quoted CFR Mumbai Port, cost of offer for evaluation of offer are as under.

i) CIF cost is to be calculated by adding insurance cost to CFR cost as per Boards open cover policy.

ii) Assessable value is to be calculated by adding port loading charges @ one percent with the CIF cost as per custom's rules. Aggregate Customs duty is to be calculated on the assessable value and the total landed cost is to be worked out by adding the assessable value with aggregate custom duty.

iii) Thereafter the other charges as leviable and as required in terms of tender condition (viz. training , installation & commissioning charges etc as quoted if any) are to be added to the total landed cost to arrive at the total cost of offer.

- 12.2 For partly imported and partly indigenous assembled/manufactured items, FOR DESTINATION price quoted for indigenous components on the lines indicated in Para 9.10 plus CFR price for imported components as per clause 12.1 (b) or (c) above , duly following CENVAT credit rules as applicable.

13 FORM OF PAYMENT

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

14 PAYMENT TERMS

14.1 The standard payment terms subject to deductions and / or recoveries, if any, under the **Liquidated Damages** clause in the General conditions of contract, will be arranged as under:-

14.2 Foreign Tender : Payment against foreign supplies shall be made though 'letter of credit'. All charges including the confirmation charges of LC, levied by Foreign Bankers shall be borne by the contractor.

- i) 90% payment on proof of inspection and shipment within 30 days of receipt of shipping documents as specified under:
 - a) 2 copies of negotiable cum original bill of lading.
 - b) Signed certified commercial invoice showing the description, quantity and price of stores shipped together with the number, weight and volume of such packages shipped.
 - c) Certificate that the amounts claimed are correct in terms of the contract.
 - d) A copy of Contractor's letter addressed to the Insurer and port consignee advising the closing particulars as per Annexure attached.
 - e) Inspection Certificate issued by the Inspecting Officer or Manufacturers Test

Certificate as the case may be.

f) One copy of packing list indicating contents of the materials, box wise, marking, gross weight, net weight and overall dimensions;

g) Certificate of country of origin

ii) Balance 10% payment within 30 days of receipt of the equipments in India at ultimate destination/consignee and on furnishing a Bank Guarantee for an amount of 10% of contract value as warranty security as per **Annexure-8** fully indemnifying the purchaser against all losses incurred by the purchaser due to contractor's default during the guarantee period stipulated in the Warranty Clause (Spl Condition Clause - 9).

14.2.1 All charges for amendment to LC requested by the contractor, confirmation charges if any, etc. shall be borne by the tenderer/contractor.

14.2.2 The Applicant Bank for LC opening in India shall be decided by the Purchaser in accordance with the extant banking and administrative procedures. If the Tenderer/Contractor chooses the Applicant Bank, all banking charges for opening of LC, etc. shall be borne by the tenderer /contractor.

14.3 For indigenous supplies:

i) 90% payment on proof of inspection and dispatch documents as specified, to be made within 30 days of receipt of specified documents.

ii) Balance 10% payment within 30 days of receipt of the stores/equipments in India at ultimate destination/consignee and on furnishing a Bank Guarantee as **per Annexure-8** fully indemnifying the purchaser against all losses incurred by the purchaser due to contractor's default during the guarantee period stipulated in the Warranty Clause.

14.4 Any part payment if required in Indian rupees towards local expenses etc. in India, the same shall be payable at the rate of exchange (BC Selling) ruling on the date of opening of tender and shall not be subject to any further exchange variation on any account.

14.5 If a tenderer requests for a variation in the payment terms and if such variation is acceptable to the purchaser, the same would be evaluated at an interest rate equal to the prime landing rate as notified by State Bank of India on the date of opening of tender plus 2% for all earlier payments for the purpose of comparison with the other tenderers.

14.6 No Advance payment shall be made.

14.7 In case of CFR contract this payment will be subject to furnishing a Bank Guarantee in an acceptable form for equivalent 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

15. DEDUCTIONS:

Payments as in clause 14.2 & 14.3 of Instructions to Tenderer above shall be subject to deductions of any amount for which the contractor is liable under the contract against

this tender or any other contract made by the contractor in respect of which the President of India is the purchaser.

16. PAYMENT PROCEDURE

16.1 Payment against foreign contracts will be arranged through normal banking channels except where payment through Letter of Credit has been stipulated in the contract. In the case of payment through the Letter of Credit, all charges levied by the foreign Banks shall be borne by the Contractor. In case the contract is covered by financing from a bilateral or multilateral source, the payment shall be governed by the terms & conditions applicable in the relevant credit/loan agreement.

16.2 Any payment in Foreign Exchange that the contractor may have to pay for imported components forming part of the equipments/stores offered will be arranged by him direct.

17 SHIPPING ARRANGEMENTS

17.1 In the event of an order being placed on CFR basis, the contractor shall make his own arrangements for shipment of material. The purchaser will, however, have the right to change over the contract to FOB basis, if considered necessary after giving one months notice to the contracting firm. Shipping arrangements in the case of FOB contract shall be made by the agency nominated by Central Railway. Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail (as per Annexure-10) to the Controller of Stores, Central Railway, CST, Mumbai-400001, (India) as soon as possible after the relevant contract is finalized.

18 PACKING

18.1 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 vital factors so as to eliminate damage/deterioration of items in transit/transshipment/handling or during storage.

18.2 The specification of packing proposed shall be indicated in the tender.

18.3 The packing advices shall bring out the weight, dimensions and size of each bundle/packet; where it is not possible to give weight of the bundles/packets the Tenderer /Bidder shall indicate the volume of the bundle/packet, the number of pieces per bundle/packet, number of bundle/packets and total weight of the items supplied.

18.4 Where the materials are shipped in bundles/packets the pieces in each bundle/packet shall be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/packet shall also be the same.

18.5 It is, however open to the Purchaser to vary these provisions from contract to contract depending upon the type of equipment/stores ordered.

18.6 Suppliers may kindly make all endeavors to adopt environment friendly processes and packing material, with regard to products manufactured.

19 IMPORT LICENCE (In the case of Indigenous Tenders)

19.1 The successful tenders will have to apply to the proper Government Authority for grant of requisite import license (if any) for such items as required within 14 days of the advance letter of acceptance/telegraphic acceptance and the purchaser will only render such assistance as considered necessary.

20 ACCEPTANCE OF TENDER

20.1 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.

20.2 Acceptance of tender will be communicated by either FAX /Letter of Acceptance direct to the bidder or through his authorized agents. In case where acceptance is indicated by FAX, the letter of acceptance of tender will be delivered by post to the contractor as soon as possible, but the FAX communication shall be deemed to conclude the contract.

21 EFFECTS AND VALIDITY OF OFFER

21.1 The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer /Bidder 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 at his sole discretion and any such action will not be called into question and the tenderer /Bidder shall have no claim in that regard against the Purchaser.

21.2 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 offers.

21.3 The offers shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award is made by the Purchaser to the tenderers//Bidders. While the offers are under consideration, tenderers/Bidders and/or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means.

21.4 In exceptional circumstances, the purchaser may solicit the Bidders consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writings (or by FAX or E-mail). The Bid security provided under **clause-6** shall also be suitably extended. A Bidder may refuse the request without forfeiting Bid security. A Bidder granting the request will not be permitted to modify the Bid.

CONTROLLER OF STORES
CENTRAL RAILWAY
N.A. BUILDING, 1ST FLOOR,
C.S.T., MUMBAI – 400 001 ,INDIA.

TABLE OF CONTENTS
(SECTION-II)
GENERAL CONDITIONS OF CONTRACT(GCC)

S. No	Clause	Page No.
1	Definitions.	30
2	Execution	30
3	Responsibility of the Contractor for executing contract.	30
4	Indemnity.	31
5	Prices.	32
6	Transfer & Sub –letting.- Change in Firm	32
7	Drawings	33
8	Alterations.	33
9	Progress Report.	33
10	Delivery C&F, Invoices and Freight.	33
11	Customs drawback	34
12	Marking.	34
13	Packing.	35
14	Supply of Drawings , Tracings and Specification.	35
15	Corrupt gifts and payments of commission.	35
16	Delivery Period	36
17	Liquidated Damage	36
18	Default and Risk Purchase	36
19	Force Majeure	37
20	Performance Guarantee Bond	37- 38
21	Inspection	39
22	Inspecting Officer – Powers of Rejection	40
23	Consequences of Rejection	41
24	Acceptance of Stores Dispatched After the Expiry of D.P	42
25	Export Licence	43
26	Arbitration	43
27	Laws Governing the Contract	44
28	Headings	45
29	General	45
30	Secrecy	45
31	Book Examination Clause	45

CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF SPARES FOR 140 TONES
COWANS SHELDON'S OLD DESIGN DHBD CRANE ITEMS
SECTION II
GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 Throughout these conditions and in the specifications the term:

“The **Purchaser**” means the President of India, acting through the Controller of Stores Central Railway(Ministry of Railways), C.S.T., Mumbai -400 001, unless the context otherwise provides.

“The **Inspecting Officer** “ means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and the representatives of the inspecting officer so nominated.

“The **Contractor**” means the person, firm or company with whom the contract is placed and shall be deemed to include the Contractor’s successor (approved by the Purchaser) representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract.

“**Contract**” means and includes the invitation to tender, instructions to Tenderers/Bidders, tender, advance acceptance of tender, particular and other conditions specified in the acceptance of tender, General Conditions of Contract, special conditions of contract, Additional Special Conditions of Contract , a repeat order which has been accepted acted upon by the contractor and a formal agreement, if executed.

2. EXECUTION

The whole contract is to be executed in the most approved substantial and workman like manner to the entire satisfaction of the Purchaser or his nominee who both personally and by his representatives shall have full power, at every stage of progress, to inspect the equipment/stores at such time as he may deem fit; and to reject any of he equipment/store of which he may disapprove; and his decision thereon and or any question of the true intent and meaning of the specification shall be final and conclusive.

3. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

3.1 **Risk in the equipment/store:** The contractor shall perform the contract all aspects in accordance with the terms and conditions thereof.. The equipment /store and every constitution part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, in the joint possession of the contractors, his agents or servants and 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 contract

until their delivery to a person specified in the “Schedule of requirements” as interim consignee for the purpose of dispatch to the consignee. The Contractor shall be responsible for all the loss, destruction, damage or deterioration of or to the equipment/stores from any causes whatsoever while the equipment/store after approval by the Inspector are waiting dispatch or delivery or in the course of transit **from the Contractor** to the consignee, or as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against all carriers including Railways in respect of non-delivery, short delivery, miss delivery, loss, destruction, damage or deterioration or the goods entrusted to such carrier by the Contractor for transmission to the consignee, other interim consignee as the case may be.

3.2 Consignee’s Right of Rejection

3.2.1 Notwithstanding any approval which the Inspector may have given in respect of the equipment/store 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 Inspector or under the direction of the Inspector) and notwithstanding delivery of the equipment/store where so provided to the interim consignee, it shall be lawful for the consignee, on the behalf of the Purchaser to reject the equipment/stores or any part, portion or consignment thereof within 90 (Ninety) days after actual delivery thereof to him at the place or destination specified if such equipment/stores or part, or portion consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Provided that where, under the terms of the contract the equipment/stores are required to be delivered to an interim consignee for the purpose of despatch of the consignment, the equipment/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 equipment/stores or any part, portion or consignment thereof upon their actual delivery to him at the destination, if they are not in all respects in conformity with their terms and conditions of contract except where they have been damaged or have deterioration in the course of transit or otherwise after their delivery to the interim consignee. The provisions contained in Clause 23 (Consequence of Rejection) relating to the removal of equipment/stores rejected by the inspector shall mutatis mutandis, apply to equipment/stores rejected by the consignee as herein provided.

4. INDEMNITY

4.1 The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said contract for infringement of any right protected by patent registration design or trade mark; provided always that in the event of any claim in respect of an alleged breach of patent registered for trade mark being made against the Purchaser, he shall notify the Contractor of the same and the contractor shall be at liberty, but at his own expense, to conduct negotiations for settlement or any litigation

that may arise there from.

5. PRICES

5.1 The prices stated are to include all cost of stamping, painting, marking, protection or preservation of the stores and any claim what-so-ever that may arise from manufacture, packing, shipment, marking, or delivery of stores in accordance with those consideration and include payment by the Contractor of Dock and Harbour dues, port rates export taxes or other fees or charges if any, levied because of exportation. The prices stated are also to include all rights (if any) of patent, registered design or trademark and the contractor shall indemnify the Purchaser against all claims in respect of the same. Rates, Discount etc. quoted other than on the price schedule shall not be considered.

6. TRANSFER AND SUB-LETTING

6.1 The Contractor shall not sublet (Otherwise than that which may be customary in the trade concerned), transfer, assign or otherwise part with directly or indirectly to any person or person whatsoever this contract, or any part thereof without the previous written permission of the Purchaser or his nominee. In the event of the Contractor's failure to obtain such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchase.

6.2 CHANGE IN A FIRM

6.2.1 Where the Contractor is partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be noted only upon execution of written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking. In the event of the Contractor's failure to comply with the requirement, it shall be lawful for the Purchaser to cancel the contract and purchaser or authorize the purchase of the stores at the risk and cost of the contractor and in that event the provisions of Clause 18 (Default and Risk Purchase) as far as applicable shall apply.

6.2.2 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 toe compensation against the Purchaser.

6.2.3 If the contract is not determined as provided in sub-clause (6.2.2) above not withstanding the retirement of a partner form 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.

6.2.4 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.

7 DRAWINGS

If any dimensions figuring upon a drawing differ from those obtained by scaling the drawing the figured dimensions shall be taken as correct.

8. ALTERATIONS:

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.

9. PROGRESS REPORT:

The contractor shall render such reports as to the progress of the contract and in such form as may be called for by the purchaser or his nominee, the submission and acceptance of these reports shall not prejudice the rights of the purchaser in any manner.

10 DELIVERY - INVOICES AND FREIGHT:

10.1.1. CFR Delivery (CFR of Incoterms) , the stores shall be delivered free of expense to the Purchaser on board the vessels with ocean transportation to named Mumbai Port. The unloading charges at Mumbai port if any will be paid by the port consignee in Indian Rupees and the tenderers are not to include these charges in their price.

10.2.2 The seller shall ensure use of vessel to be classified with highest class equivalent 100 A1 Lloyds Register by a classification society which is a Member of IACS (International Association of Classification Societies Ltd.). 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.

10.2.3 The Free time for unloading/clearing the cargo shall be minimum of 15 days. Any extra expenditure by way of demurrage/wharfage etc., due to inadequate free time shall be on sellers account.

11.0 CUSTOMS DRAWBACK

11.1If, 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. Similarly, if some benefits under this clause are withdrawn by subsequent notification by the Government, the supplier could claim, reimbursement accordingly. For this purpose, the tenderer shall indicate in their offer, the extent benefit availed under this clause while quoting the rate.

11.2This provision applies only to Domestic supplies.

12.0 MARKING:

12.1 The marking of all goods supplied shall comply with the requirements of the Indian Act relating to merchandise marks or any amendment thereof and of the rules made there under. The following marking of the materials is required.

a) The following particulars should be stenciled in English with indelible paint in letters of not less than 25 mm high, on all the materials/packages supplied loose :

- i) Contract number / Purchase Order No. & Date
- Specification No./ Brief Description of Stores
- Item No.
- Ultimate Consignee
- Port Consignee
- Gross and Net weight of package
- Overall dimensions of the packages (in metric unit)
- Abbreviated consignee marks

b) Special instructions for handling at Port , such as

1. DELICATE
2. DO NOT DROP FRAGILE
3. THIS SIDE UP

c)The marking as in (a) above should be on labels securely clamped to the packages or bundles so as not to break loose during transit. The use of steel tags for this purpose should be avoided.

d) The three edges forming any one of the top corners of each package shall be painted in RED with stripes of not less than 2”(50mm) wide for easy identification of the package at the port of discharge.

13.0 PACKING:

13.1 The contractor will be held responsible for the stores being sufficiently and properly packed so as to ensure their being free from any loss or Damage on arrival at their destination.

13.2 Where materials are to be supplied in bundles, the gross weight should not exceed 1.9 metric tone per bundle for shipments to Mumbai Ports.

13.3 In addition the following shall be complied with by the Contractor

- a. Standard Seaworthy packing shall be adopted to eliminate damage to the stores during transit and the packing shall be suitable for handling by Fork Lift and cranes using slings.
- b. The pallets shall be securely packed in strong wooden crates provide batons on all sides and strapped in both directions to withstand rigorous transport and handling.

14. SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS:

Any Drawings, tracings or description specified shall, unless otherwise directed, be furnished by the contractor at least 8 (eight) weeks before the shipment of the first consignment of the equipment/stores to which they relate and no payment whatsoever will be made until such drawings, tracings of descriptions have been furnished to the satisfaction of the purchaser.

15.0 CORRUPT GIFTS AND PAYMENTS OF COMMISSION:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the contractor, his agents or servants, or any one on his / their behalf to any employee, representative or agent of the Purchaser or any person on his behalf in relation to the execution of this or any other contract with the Purchaser shall, in addition to the criminal liability under the laws in force, subject the contractor to cancellation of this and all other contracts with the purchaser, and also to payment of any loss resulting from any such cancellation to the like extent and the purchaser shall be entitled to deduct the amounts so payable from any, money otherwise due to the contract under this and all other contracts. Any question or dispute as to the commission of any offence under the present clause shall be settled by the purchaser in such manner and on such evidence or information as may be thought fit and sufficient, and his decision shall be final and conclusive on the matter.

16.0 DELIVERY PERIOD:

The earliest possible delivery is required in India. The Purchaser attaches the utmost importance to timely deliveries and request the manufacturers to take note of the liquidated damages condition as is applicable in case of delays in supplies.

17.0 LIQUIDATED DAMAGES:

In the event of the contractor's failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the purchaser may withhold any payment until the whole of the stores have been fully supplied and delivered and may deduct or recover from the contractor as liquidated damages (and not by way of penalty) a sum at the rate of 2 percent (two percent) of the value of any stores which the contractor has failed to deliver as aforesaid for each and every month (part of a month being treated as a full month) during which the stores may not be ready for delivery, subject to limit of 10% 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 at his discretion allow such additional time as he may consider to have been required by the circumstances of the case, and shall forgo the whole or such part, as he may consider reasonable of his claim for such loss or damage as aforesaid.

18 DEFAULT AND RISK PURCHASE-

18.1 Should the Contractor fail to have equipment/stores ready for delivery by the time or times agreed upon as aforesaid, or should the Contractor in any manner or otherwise fail to perform the contract or should it have a receiving order made against it, or make or enter into any arrangements or composition with its creditor or suspend payment (or being a company should enter into liquidation either compulsory or voluntary) the Purchaser shall have power, under the hand of the Controller of Stores, *Central Railway, CST, Mumbai* to declare the contract at an end at the risk and cost of the Contractor in every way. In such a case, the Contractor shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Purchaser may be put to, incur or sustain by reason of, or in connection with the Contractor's default. In the event of risk purchase being made against the contract, the Contractor will be liable to pay to the Purchaser extra expenditure incurred i.e. in procuring the same or similar stores/equipment the difference between the rate quoted by the lowest acceptable Tenderer /Bidder against the tender and that which the risk purchase contract is concluded; provided it is done within nine months from the date of breach of the contract. The cancellation of the contract may be either for whole or part of the contract at Purchaser's option. In the event of the Purchaser terminating this contract in whole or in part he may procure upon such manner as he deems appropriate, supplies or services similar to those so terminated if risk purchase is not rendered possible for any reason in which event the contractor shall be liable to the purchaser for any excess costs for such similar supplies/or services; provided that the Contractor shall continue the performance, of this contract to the extent not terminated under the provisions of the clause.

18.2 The above Risk Purchase clause is applicable only in those cases wherever Security Deposit/Performance Guarantee has been obtained/waived.

18.3 Risk Purchase clause is not applicable where Security Deposit / Performance Guarantee Bond has been obtained. In such cases, in the event of default by the supplier/contractor, if the purchaser chooses to cancel the contract, the contract shall be cancelled and the Performance Guarantee/ Security Deposit shall be forfeited with the approval of the Competent Authority.

19 FORCE MAJEURE:

19.1 Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

19.2 If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

19.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 (twenty one) days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

20 PERFORMANCE GUARANTEE BOND:

20.1 After a letter of acceptance is issued by the purchaser, the Contractor shall furnish a Performance Guarantee Bond in the proforma attached (**Annexure-J**) from a Nationalized Bank/ Scheduled Bank in India or Foreign Bank acceptable to Purchaser duly authenticated by a Nationalized Bank in India within 15 days from the receipt of the Letter of Acceptance of the Tender by the Contractor or the execution of the contract, whichever is earlier, for an amount equivalent to 10% of the total value of the contract. On the performance and completion of the contract in all respects the Performance Guarantee Bond will be returned to the Contractor without any interest. In case furnishing of an acceptable Performance Guarantee Bond is delayed by the Contractor beyond the period provided above and the Bond is accepted by the purchaser Liquidated damages, as provided in Clause – 17 (Liquidated Damage) for the period of delay in submission of the bond may be levied. Alternatively, the purchaser may declare the contract as at an end and forfeit

the EMD or resort to Risk Purchase as per clause 18 (Default and Risk Purchase) of GCC.

- 20.2 Bank Guarantees (BGs) to be submitted by the supplier/contractors should be sent directly to the concerned authorities by the issuing Bank under Registered Post AD.
- 20.3 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 including satisfactory commissioning of the machines at consignee's work and shall be valid till for a minimum period of six months beyond the 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.
- 20.4 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.
- 20.5 This Performance Guarantee Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty by the contractor.
- 20.6 The Performance Guarantee Bond will be returned to successful supplier within 60 days following completion of contractor's performance obligations including satisfactory completion of the contract.

21 INSPECTION:

21.1 Inspection will be carried out by the purchaser or his nominee. The cost of the inspection will be on purchaser's account subject to other provisions herein contained. At least eight weeks notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

21.2 Facilities for Test and Examination:

(i) The contractor shall provide, without extra charge, all material, equipment tools, labour and assistance of every kind which the purchaser or his nominee may consider necessary for any tests and examinations, which he or his nominee shall require to be made on the contractor's premises and shall pay all costs attendant thereon.

(ii) The contractor shall also provide and deliver free of charge, at such places as the purchaser or his nominee may nominate, such materials as he or his nominee may require for test by chemical analysis or independent testing machines. The cost of any such tests will be defrayed by the purchaser unless it is stated in the specification that it is to be paid by the contractor.

(iii) For all intents and purposes, satisfactory commissioning of the machine(s) will be determined by the certificate of inspection and commissioning given by the Purchaser or his nominee that the machine commissioned by him is in full conformity with the conditions of the contract.

21.3 Notification of Result of Inspection: Unless otherwise provided in the specification or “Schedule of Requirements”, 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.

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

21.5 Certificate of Inspection and Approval for delivery:

- 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 Forwarding Agents and to furnish to them a certificate as under:-

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

22.0 INSPECTING OFFICER-POWERS OF REJECTION:

22.1 The Inspecting Officer shall have the power:-

- i) Before any stores or part thereof are submitted for inspection, to certify that they cannot be inspected 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 specifications.
- 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 resubmitted.

22.2 The Inspecting Officer’s decision as regards the rejection shall be final and binding on the contractor. However, any disputes arising out of it shall be settled in terms of clause-27.

23. CONSEQUENCES OF REJECTION:

23.1 If on the stores being rejected by the Inspecting Officer or consignee at the destination, the contractor fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

- 23.1.1 Request 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 the 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 on any other account.
- 23.1.2 Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with the particulars are not, in the opinion of the Purchaser, which shall be final; readily available) without notice to the contractor without affecting the contractor's liability as regards to the supply of any further instalment due under the contract, or
- 23.1.3 Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with the 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 . In the event of action being taken under sub-clause (ii) above or this sub-clause, the provisions of clause 17 (Liquidated Damage and Clause 18 (Default and Risk Purchase) of the General Conditions of Contract, shall apply as far as applicable. However, any dispute arising out of it shall be settled in terms of clause 26 (Arbitration clause).

23.2 Where under a contract, the price payable is fixed on C&F port of export or F.O.R. dispatching station, the contractor shall, if the stores are rejected at the 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 respect.

23.3 Removal of Rejected Store:

23.3.1 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 hereinafter stipulated, within 14 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the contractor at the address mentioned in the schedule, it will be deemed to have been served on him at the time when such communication would in course of ordinary post reach the contractor. Provided that the Inspector may call upon the contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such

communication and the decision of the Inspector in this behalf shall be final in all respects. Provided further 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 and that such retention shall not in any circumstances be deemed to be the acceptance of the stores or waiver of rejection thereof.

23.3.2 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 Inspector may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport at the purchaser or the Inspector may decide, or dispose off 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, the handling and storage charges for the period during which the rejected stores are not removed/disposed off in accordance with the provisions thereof.

24 ACCEPTANCE OF STORES DESPATCHED AFTER THE EXPIRY OF DELIVERY PERIOD:

24.1 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-22 of General Conditions of Contract was not given by the contractor, the purchaser reserves the right to cancel the order for the balance quantity, at the risk and expense of the contractor without any further reference to him. If the stores tendered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the contractor. If, however, the stores tendered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

- a) The Purchaser has the right to recover from the contractor the liquidated damages on the stores, which the contractor has failed to deliver within the period fixed for delivery as per Clause 17 of GCC (Liquidated Damage)
- b) That no increase in price, on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, CST/VAT, freight charges, foreign exchange variation 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 the 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 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 Customs Duty, Excise Duty, Sales Tax, CST/VAT, freight charges, foreign exchange variation, or on account of any other ground which takes place after the expiry of the above mentioned date namely 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.

24.2 The contractor shall not dispatch the stores till such time an extension in terms of clause 24.1 (a) to (d) of GCC 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 24.1 of GCC above.

24.3 In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the purchaser choose to grant an extension of the delivery period, the same would be subject to conditions (a) to (d) mentioned in clause 25.1 of GCC above.

25. EXPORT LICENCE

If required, the Contractor shall apply to the appropriate Government/Authority of the exporting country for the grant of the requisite Export License within seven days of the receipt of the contract.

26 ARBITRATION:

26.1 (a) For Domestic Tenderers: In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or 'Instructions to tenderers' or in connection with this contract (except as to any matters the decision of which is specifically provided by these conditions or 'instructions to tenderers' or the special conditions) the same shall be referred to the sole arbitration of a gazetted Railway Officer appointed to be the arbitrator, by the General Manager, *Central Railway, Mumbai CST-400001. (India)*. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with matters to which the contract relates or who in the course of their duties as Railway servant had expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

26.1 (b) For Foreign Tenderers: In the event of any dispute or difference arising between the parties hereto relating to any matter arising out of or connected with this agreement, such dispute of difference shall be referred to the award of two arbitrators (an arbitral tribunal consisting of two/three arbitrators). For this

purpose each party shall appoint one arbitrator and the two appointed arbitrators shall appoint, the 3rd arbitrators, who shall act as the presiding arbitrator/Umpire. In case of Railway Arbitrator, his appointment shall be done by the General Manager, Central Railway. So far as the supplier's arbitrator is concerned, his appointment shall be done by the supplier. The award of the Arbitral Tribunal shall be final and binding on the parties.

26.2 Subject as foresaid , the Arbitration and Conciliation Act '1996 of India, the rules there under and any statutory modifications or re-enactments thereof, shall apply to the arbitration proceedings under this agreement. The venue of the arbitration in all cases shall be in India.

26.3 In the event of the arbitrator dying, neglecting to, refusing to act, or resigning or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the authority appointing the arbitrator to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

26.4 The arbitrator may from time to time, with the consent of all the parties to the contract, enlarge, the time for making the award.

26.5 Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be at the discretion of the arbitrator.

26.6 Work under the contract, if reasonably possible, may continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be with held on account of such proceedings.

26.7 The venue of arbitration shall be the place from which the acceptance note is issued, or such other place as the arbitrator at his discretion may determine.

26.8 In this clause the authority to appoint the arbitrator includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

26.9 Where the Award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made.

27.0 LAWS GOVERNING THE CONTRACT:

27.1 This contract shall be governed by the laws of India for the time being in force.

27.2 Irrespective of the place of delivery, the performance or place of payment under the contract, the contract shall deem to have been made at the place in India from where the contract has been issued.

27.3 Jurisdiction of Courts: The courts of the place from where the contract has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

28 HEADINGS:

28.1 The headings of conditions here to shall not affect the construction thereof.

29 GENERAL

29.1 Tenders must ensure that the condition laid down for submission of Offers detailed in the preceding paras are completely and correctly Fulfilled.

30 SECRECY

30.1 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 there under.

30.2 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 as secret and shall not at any time be communicated to any person.

30.3 Any breach of the aforesaid conditions shall entitle the purchaser to cancel the contract and performance bank guarantee will be encashed. 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 to such price shall be final and binding on the contractor.

31 BOOK EXAMINATION CLAUSE (Applicable to contracts on Indian Firms only)

31.1 The Purchaser reserves the right for "Book Examination" as follows:

- a. The Contractor shall whenever called upon the requiring to produce or cause to be produced for examination by any Government Officer duly authorized in that behalf any cost or other account, book of account, voucher, receipt, letter, memorandum, papers or writing or any copy or extract from any such document and also furnish information any wise relating to such transaction and procedure before the duly authorized 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 ascertaining the cost of execution on 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 its clause is without prejudice to the obligation of the contractor, under any statute, rules or order shall be binding on the contractor.
- b. The Contractor shall, if the authorized 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 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 authorized Government Officer shall have the power to examine all the relevant books of such sub-contractor or any subsidiary or allied firm or company shall be open to his inspection as mentioned in clause (a) above.

- c. 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.
 - d. Where Contract provides for Book examination clause the contractor or its agency bound to allow examination of its books within a period of 60 days, from the date the Notice is received the contractor or its agencies calling for the production of documents as under clause 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.
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TABLE OF CONTENTS
(SECTION-III)
SPECIALCONDITIONOFCONTRACT

S. No	Clause	Page No.
1	Definitions.	48
2	Performance of works	48
3	Specifications.	48
4	Mistakes in drawings	48
5	Variations	48
6	Obligation to carry out inspector's instructions	49
7	Responsibility of completeness.	49
8	Shipment of stores beyond the stipulated delivery period for C&F Contract	50
9	Warranty.	50-51
10	Delivery Schedule	52

CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF SPARES FOR 140
TONES COWANS SHELDON'S OLD DESIGN DHBD CRANE
ITEMS SECTION –III
SPECIAL CONDITIONS OF CONTRACT

The following special conditions shall apply to contracts for the supply of plant and machinery and manufactured equipment. But where they differ from the General Conditions, the Special Conditions shall over-ride the General Conditions.

1. DEFINITIONS:

1.1 a) The term “Work” means all the work specified or set forth and required in and by the said specifications, drawings and “Schedule of Requirements”, hereto annexed or to be implied there from or incidental thereto or to be hereafter specified or required in such explanatory instructions and drawings (being in conformity with the said original specification(s), drawing(s), and “Schedule of Requirements” and also in such additional instructions and drawings not being in conformity as aforesaid, shall from time to time, during the progress of the work hereby contracted for as are supplied by the purchaser).

b) The term “Test” shall mean such test or tests are prescribed by the specification(s) to be made by the Purchaser, or his nominee, during inspection and at the time of commissioning after erection at site, before the machine is taken over by the Purchaser.

2. PERFORMANCE OF WORK:

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

3. SPECIFICATIONS:

If the contractor shall have any doubt as to the meaning of any portion of the conditions of the specifications, drawings or plans, he shall (before submitting the tender) set forth the particulars thereof and submit them to the Purchaser in writing, in order that any such doubt may be removed.

4. MISTAKES IN DRAWINGS:

The contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings or other particulars, whether they have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions are not due to inaccurate information or particulars furnished to the contractor on behalf of the Purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by the scaling the drawing or plan the dimensions as figured upon the drawing or plan shall be taken as correct.

5. VARIATIONS:

5.1 No Alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as “Variations”) under the contract as shown by the drawing or the specifications shall be made by the Contractor except as directed in writing by the Inspector, but the Inspector shall have full

power, subject to the proviso hereinafter contained from time to time, during the execution of the contract, by notice in writing to instruct the contractor to make such variation without prejudice to the contract, and the contractor shall carryout such variations and be bound by the same conditions, so far as applicable, as though the said variation occurred in the specifications. If any suggested variation would, in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract, he shall notify the Inspector thereof in writing and the Inspector shall decide forthwith, whether or not they shall be carried out. If the Inspector confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may, in the opinion of the Inspector, be justified. The difference of cost, if any, occasioned by such variations shall be added to or deducted from the contract price as the case may require. The amount of such difference, if any, shall be ascertained as determined in accordance with the rates specified in the schedule of prices, so far as the same may be applicable and where the rates are not contained in the said schedules or not applicable, they shall be settled by the Purchaser and Contractor jointly. But the Purchaser shall not become liable for the payment of any such variations, unless the instructions for the variation have been given in writing by the Inspector.

5.2 In the event of the Inspector requiring any variations, such reasonable and proper notice shall be given to the Contractor, as will enable him to make his arrangements accordingly, and in cases where goods or materials are already prepared, or any designs, drawings, or patterns made or work done is required to be altered, a reasonable sum in respect thereof shall be allowed by the Purchaser, provided that no such variations shall, except with the consent in writing of the Contractor, be such as will involve an increase or decrease in the total price payable, under the contract by more than 10 percent thereof.

5.3 In any case, in which the Contractor has received instructions from the Inspector for carrying out the work which either then or later, will in the opinion of the contractor, involve a claim for additional payment, the Contractor shall, as soon as reasonably possible, after receipt of the instruction aforesaid, advise the Inspector to that effect.

6. OBLIGATION TO CARRY OUT INSPECTOR'S INSTRUCTIONS:

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

to carry out his instructions fully and with promptitude.

to ensure that parts required to be inspected before use are not used before inspections; and

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.

7. RESPONSIBILITY FOR COMPLETENESS:

7.1 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 charges, and the equipment must be complete in all details.

7.2 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 requisite 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.

7.3 In the case of contracts requiring electricity for the completion of the works and for test on site, such electricity, when available, shall be supplied free to the Contractor at the voltage of the ordinary supply. Unless otherwise specified, the Purchaser will supply free of charge to the Contractor:-

- a) Unskilled labour:
- b) Consumable stores including fuel and lubricating oils required during commissioning and testing of the machine at site/premises of the purchaser.
- c) the Contractor shall provide:-
 - i Skilled labour and
 - ii Tools and any other equipment which may be necessary.

8. SHIPMENT OF STORES BEYOND THE STIPULATED DELIVERY PERIOD FOR C&F CONTRACT:

8.1 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 at the risk and cost of the contractor 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 a passing of the stores.
- b) The Purchaser retains the right to recover any extra expenditure which might have been incurred by the Purchaser on account of the increase in Custom Duty and Freight Charges directly relatable to the delay in shipping of the stores.
- c) Any additional expenditure incurred by the Purchaser on Custom Duty, Freight Charges and also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by the Contractor.

8.2 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.

9. WARRANTY :

9.1 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 opera table, operate properly.

- 9.2 The warranty shall survive inspection of , payment for and acceptance of the goods, but shall expire 40 (Forty) months after the delivery at ultimate destination in India or 36(Thirty Six) months from the date of placing in service or commissioning and proving of equipment (where commissioning is required) at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and /or claims notified to the contractor within 3(Three) months of expiry of such date. Any approval of acceptance by purchaser of the stores or of the material incorporated herein shall not in any way limit the contractor's liability.
- 9.3 The contractor's liability in respect of any complainants defects and/or claims shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of 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 guarantee period or 3 (three) months from the date of expiry of warranty period or at the opinion of the Purchaser, to the payment of the value, expenditure and damages as herewith mentioned.
- 9.4 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 conditions herein specified.
- 9.5 All replacement and repairs that Purchaser shall call upon the contractor to deliver or perform under this warranty shall be delivered and performed by the contractor within 2 (two) months, promptly and satisfactorily.
- 9.6 Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Custom and other duties as applicable.
- 9.7 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.
- 9.8 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.
- 9.9 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 subject to the right of

either party to seek arbitration as provided for under clause-26 of General Conditions of Contract.

9.10 Contactor shall indemnify the purchaser against all losses incurred by the purchaser due to contractors default on the obligations stipulated in the Warranty clause. Contractor shall furnish a Bank Guarantee in the proforma attached (Annexure-K) from a scheduled Bank in India or Foreign Bank authenticated by a nationalized bank in India for an amount equivalent to 10% of the value of machines supplied, as stipulated in payment terms of this contract. The Warranty Guaranty Bond shall be valid till for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty 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.

9.11 This Warranty Guaranty Bond and/or any amendment thereto shall be executed on a stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Warranty Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act, 1989 for adequacy of the Stamp Duty by the contractor.

9.12 The Warranty Guarantee Bond will be returned to successful supplier within 60 days following completion of contractors warranty obligation under the contract.

10. DELIVERY SCHEDULE :

- 10.1 The contractor shall supply stores in accordance with the delivery schedule indicated in the Schedule of Requirements annexed. Tenderers offering deliveries beyond the cut of period are liable to be considered unresponsive.
- 10.2 The above clause will be applicable only when specifically stipulated in the Schedule of requirements.
- 10.3 In case of failure on the part of supplier to arrange supplies as per the delivery schedule/instalments fixed in advance, save force majeure conditions or delays attributable to purchaser, the Purchaser reserves the right to levy Liquidated Damages which shall be levied for delayed quantity which have remained unsupplied for the period.

**FOR CONTROLLER OF STORES
CENTRAL RAILWAY
N.A.BLDG, 1ST FLOOR,
D.N.ROAD,MUMBAI-
400001(INDIA)
FAX NO.+912222634313**

CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF SPARES FOR 140 TONES
COWANS SHELDON'S OLD DESIGN DHBD CRANE ITEMS
ANNEXURES 'B'

REQUISITION NO. 56150702 DT. 08.09.2016

Sr. No.	Description	CB Cat. No.	CB Ref. No.	Qty.
1	Rotary Union Type RE-RS	210071	CA220	2
2	Hexagon Bush 1.1/4" x 1/2" BSP Taper	210072	CA221	2
3	Flexible coupling element	230005	EA45A	2
4	Main engine throttle cable c/w control unit	230006	EA14	2
5	Shut Off Valve	230018	EA1	2
6	Aux. engine flexible coupling element	240005	AE8A	2
7	Element for tank breather	260037	HE-30	2
8	Filter elements for emergency stowage	260055	HE-59A	2
9	Main hoist gearbox repair kit	270002	MH-10A	2
10	Main hoist brake plate kit	270003	MH-10B	2
11	D/hoist gearbox repair kit	270005	D-6A	2
12	D/hoist brake plate kit	270006	D-6B	2
13	Slew gearbox repair kit	270008	R-3A	2
14	Slew gearbox brake plate kit	270009	R-3B	2
15	A/hoist gearbox repair kit	270011	AH-4A	2
16	A/hoist brake plate kit	270012	AH-4B	2
17	Hauling winch gearbox repair kit	270014	HW-6A	2
18	Hauling winch brake plate kit	270015	HW-6B	2
19	Travel gearbox repair kit	270017	T-11A	4
20	HA 06 A 06 NU	280001		120
21	HA 06 A 06 MU	280002		6
22	HA 06 A 06 NU-45	280003		8
23	HA 06 A 06 NU-90	280004		78
24	HA 06 A 06 NU-90S	280005		16
25	HA 06 A 06 8 RZ	280006		2
26	HA 06 A 12 RZ	280007		6
27	HA 06 A 08 MU	280008		36
28	HA 08 A 16 RZ-90	280009		24
29	HA 08 A 08 NU	280010		76
30	HA 08 A 08 NU-45	280011		44

31	HA 08 A 08 NU-90	280012		118
32	HA 08 A 08 NU-90S	280013		6
33	HA 12 A 12 NU	280014		10
34	HA 12 A 12 NU-45	280015		4
35	HA 12 A 12 NU-90	280016		10
36	HA 16 A 16 NU	280017		36
37	HA 16 A 16 NU-45	280018		10
38	HA 16 A 16 NU-90	280019		26
39	HA 16 A 16 NU-90S	280020		4
40	HA 20 A 20 NU	280021		4
41	HA 20 A 20 NU-90	280022		12
42	HA 24 A 24 NU	280023		8
43	HA 24 A 24 NU-45	280024		4
44	HA 24 A 24 NU-90	280025		4
45	ES 06 A 06 NU	280026		8
46	ES 06 A 06 NU-90	280027		16
47	ES 12 A 12 NU-90S	280028		4
48	ES 12 A 12 NU-90	280029		14
49	ES 12 A 12 PH-90	280030		4
50	ES 12 A 25 RO36B-45	280031		4
51	ES 16 A 20 PH-90	280032		8
52	ES 16 A 16 NU	280034		20
53	ES 16 A 16 NU-45	280035		14
54	ES 16 A 16 NU-90	280036		18
55	ES 16 A 16 NU-90S	280037		16
56	HA12 A12 MU	280038		4
57	HA 12 A 12 PH90 with flange kit	280039		4
58	ES12 A12 NU45	280040		6
59	ES16 A30 R042B	280041		8
60	ES12 A12 NU	280042		4
61	SAE 100 RI Type ATE 907 6R	290001	E706	110
62	SAE 100 RI Type ATE 042 6	290002	E708	170
63	SAE 100 RI AT 1236	290003	E712	30
64	SAE 100 RI AT 1236	290004	E720	24
65	SAE 100 RI AT 1236	290005	E724	20
66	SAE 100 RI AT IE 1236	290006	E716	10
67	SAE 100 RI Type ATE 1366	290007	J406	110
68	SAE 100 RZ Type ATE 1146 BE	290008	J408	260
69	SAE 100 RZ Type ATE 330.503	290009	J412	4

70	SAE 100 RZ Type ATE 330.503	290010	J416	50
71	4 SP 20023 DIN	290011	G806	20
72	4 SP 20023 DIN	290012	G808	6
73	4 SP 20023 DIN	290013	G812	40
74	4 SP 20023 DIN	290014	G816	110
75	5 O/D Nut	300108	HF252	48
76	5 O/D Sleeve	300109	HF253	43
77	Direction control valve	310015	HE-12	2
78	Oil cooler	310020	HE-16	2
79	Flow control valve	310026	HE-23	2
80	Tank drain	310035	HE-32	2
81	Accumulator	310036	HE-33	2
82	Oil level gauge	310037	HE-34	2
83	Free Wheel Valve	310044	HE-41	2
84	R/B coupling directional control valve	310045	HE-43	4
85	Drawbeam control valve	310046	HE-44	10
86	Drawbeam control valve	310047	HE-45	2
87	Ballast jack control valve	310056	HE-57	2
88	Motion control valve	310057	HE-58	2
89	Relieving bogie coupling pin Cylinder	310064	HC-1	2
90	Draw beam jack cylinder	310065	HC-2	6
91	Draw beam jack extension cylinder	310066	HC-3	8
92	Heavy lift ballast jack cylinder	310070	HC-7	5
93	Jib Bridle Pulley Bearing Main/Aux. Hoist Guide Pulley	350014	JB3	16
94	Bearing (SKF NNF 5018 ADA 2LSV)	350015	J6	8
95	"A" Frame Pulley Bearings	350018	SF3	18
96	M/Hoist Pulley & Equalising Pulley Circlips	350019	J3/SF20	52
97	M/Hoist & A/Hoist Pulley Circlips	350020	J7	8
98	A/Hoist Pulley Circlips	350021	J10	16
99	Jib Bridle Pulley Circlips	350022	JB4	32
100	`A' Frame Pulley Bearing Circlips/Snap Ring	350023	SF4	36
101	MH/Derrick Pulley Bearing Circlips	350024	MH5	4
102	Travel gear bush	360015	T6	8
103	Travel gear cod piece	360016	T7	8
104	Travel gear bush	360017	T2	9
105	Carriage spring slide washer	360023	C25	8

106	R/Bogie Yoke bush	360024	RB21	4
107	R/Bogie Yoke bush	360025	RB22	4
108	R/Bogie Yoke washer	360026	RB24	4
109	R/Bogie Lateral Damper	360027	LD1	4
110	Rotary column air brake Tee piece	360028	RC1	2
111	Rotary column guide bush	360029	RC6	4
112	Jib Bush	370005	J21	4
113	Jib Bush	370006	J28	4
114	Super frame Bush split bearing	370007	SF9	4
115	Derrick System Bush	370008	D57	8
116	Fuel tank breather	370009		2
117	Fuel tank filler filter element	370010		2
118	Front floodlight	400002		8
119	Gauge Illumination Lamp	400007		16
120	Indication Lamp (Fault)	400008		14
121	Filter block indicator lamp	400009		8
122	Illuminated Ind. (Fault)	400012		14
123	General Relay Type ETH	410001		32
124	General Relay Type DTH	410002		10
125	Timer Relay	410003		10
126	2K Contactor	410004		2
127	Engine key switch	420001		2
128	Battery Isolator	420002		2
129	Engine Start Switch (Aux.Eng.) ES-31	420004		2
130	3 way selector switch	420005		4
131	2 way selector switch	420006		10
132	pushbutton (switch)	420007		10
133	Limit switch (Aux.Hoist & Derrick)	420009		4
134	Limit switch (Main Hoist)	420010		2
135	Hydraulic oil temp. switch	420012		2
136	20 Amps Circuit Breaker	440001		6
137	16 Amps Circuit Breaker	440002		6
138	10 Amps Circuit Breaker	440003		10
139	6 Amps Circuit Breaker	440004		6
140	Water level sensor (probe)	450001		2
141	Fuel oil level sensor	450002		2
142	Water Temperature sensor	450003		2
143	Engine oil pressure sensor	450004		2
144	Engine oil temperature sensor	450005		2
145	Hydraulic oil temperature sensor	450006		2
146	Tachometer sender	450008		2

147	Fuel gauge	470001		2
148	Water temp gauge	470002		2
149	Engine oil pressure gauge	470003		2
150	Engine oil temperature gauge	470004		2
151	Hydraulic oil temperature gauge	470005		2
152	Engine hour meter	470006		2
153	Tachometer - RPM (Elect) main engine	470007		2
154	Battery Ammeter (main engine)	470008		2
155	Indicator holder	480015		14
156	Gauge lamp holder	480016		16
157	Dropping register (fuel tank)	480018		2
158	Sender Unit	520001	F6	2
159	Semi Rotary Hand Pump - Fuel Tank	520002	F 8	2
160	3/8" BSP ROUND VALVE	520005	F17	4
161	HOSE ASSEMBLY	520006	F14	2
162	HOSE ASSEMBLY	520007	F15	2
163	COMPRESSION SPRING	540008	DS10	8
164	Main hoist/Derrick shear bushes (Drive Plate)	550005		4
165	Main hoist/Derrick shear bushes (Mounting Plate)	550006		4

**CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF SPARES FOR 140 TONES
COWANS SHELDON'S OLD DESIGN DHBD CRANE ITEMS**

Requisition No. 56150305 dt. 28.09.2015

Sr. No.	Description	CB Cat. No.	CB Ref. No.	Qty
1	Rotary Union Type RE-RS	210071	CA220	2
2	Flexible Exhaust Pipe	230019	EA17	3
3	Aux. engine flexible coupling	240004	AE8	1
4	Seal kit for direction control valve	260045	HE-43	1
5	Seal kit for 2 spool control valve	260046	HE-44	8
6	Flow divider's seal kit	260051	HE-54	2
7	Slew gearbox brake plate kit	270009	R-3B	1
8	A/hoist gearbox	270010	AH-4	2
9	Travel gearbox c/w pinion	270016	T-11	2
10	HA 06 A 06 MU	280002		10
11	HA 06 A 06 8 RZ	280006		3
12	HA 06 A 12 RZ	280007		10
13	HA 06 A 08 MU	280008		2
14	HA 08 A 08 NU-90S	280013		3
15	HA 12 A 12 NU	280014		5
16	HA 12 A 12 NU-90	280016		5
17	HA 16 A 16 NU	280017		14
18	HA 16 A 16 NU-90S	280020		2
19	HA 20 A 20 NU-90	280022		2
20	HA 24 A 24 NU	280023		2
21	HA 24 A 24 NU-90	280025		1
22	ES 06 A 06 NU	280026		1
23	ES 06 A 06 NU-90	280027		13
24	ES 12 A 12 NU-90S	280028		2
25	ES 12 A 12 NU-90	280029		1
26	ES 12 A 12 PH-90	280030		7
27	ES 12 A 25 RO36B-45	280031		2
28	ES 16 A 20 PH-90	280032		4
29	ES 16 A 30 RO42B-90	280033		3
30	ES 16 A 16 NU-90	280036		15
31	ES 16 A 16 NU-90S	280037		6
32	HA 12 A 12 PH90 with flange kit	280039		3

33	SAE 100 RI Type ATE 907 6R	290001	E706	50
34	SAE 100 RZ Type ATE 1146 BE	290008	J408	15
35	SAE 100 RZ Type ATE 330.503	290010	J416	10
36	4 SP 20023 DIN	290011	G806	10
37	1" BSP Bulkhead Fitting c/w locknut	300100	HF213	1
38	3/8" BSP - 12 O/D Choke Free Banjo coupling	300101	HF222	4
39	Direction control valve	310015	HE-12	2
40	Shuttle Valve	310028	HE-25	6
41	Rotary column	310029	HE-26	1
42	Non return valve	310030	HE-27	2
43	Gauge Adaptors	310060	HE-61	8
44	Drawbeam jack cylinder	310065	HC-2	5
45	Drawbeam jack extension cylinder	310066	HC-3	3
46	Travel clutch cylinder	310067	HC-4	1
47	Ballast beam cylinder	310068	HC-5	1
48	Counterweight jack cylinder	310069	HC-6	2
49	Heavy lift ballast jack cylinder	310070	HC-7	2
50	Derrick tie cylinder	310071	HC-8	5
51	Relieving bogie main jack cylinder	310072	HC-9	2
52	Relieving bogie wishbone jack cylinder	310073	HC-10	1
53	Relieving bogie hand pump shut off valve	310075		6
54	Jib Briddle Pulley Bearing	350014	JB3	6
55	"A" Frame Pullley Bearings	350018	SF3	5
56	R/Bogie Yoke washer	360026	RB24	1
57	Front floodlight	400002		9
58	Filter block indicator lamp	400009		4
59	Engine key switch	420001		1
60	Control switch (pushbutton type)	420008		11
61	Water level sensor (probe)	450001		1
62	Engine hour meter	470006		1
63	Indicator holder	480015		1
64	Set of pressure gauges (0-70 & 0-400 bar)	500029		1
65	UNION CHAIN No.741 x 60 PITCH	530001	LS9	2
66	UNION CHAIN No.741 x 46 PITCH	530002	LS10	2
67	UNION CHAIN No.741 x 62 PITCH	530003	LS11	2
68	12 TEETH, 1/2" PITCH PINION	530004	LS6	2
69	16 TEETH, 1/2" PITCH PINION	530005	LS7	2
70	18 TEETH, 1/2" PITCH PINION	530006	LS8	2

**CENTRAL RAILWAY
GLOBAL TENDER FOR SUPPLY OF SPARES FOR 140 TONES
COWANS SHELDON'S OLD DESIGN DHBD CRANE ITEMS**

ANNEXURE 'D'

INDENT NOS. 56120301 TO 56120312 DT. 13.12.2012

Sr. No.	Description	CB Cat. No.	CB Ref. No.	QTY.
1	Seal kit for Relieving bogie coupling pin cylinder.	260058	HC-1A	5
2	Seal kit for drawbeam jack cylinder	260059	HC-2A	15
3	Seal kit for extension cylinder	260061	HC-3A	15
4	Seal kit for clutch cylinders	260062	HC-4A	5
5	Seal kit for ballast beam cylinder	260063	HC-5A	5
6	Seal kit for counterweight jack cyl.	260064	HC-6A	5
7	Seal kit for ballast weight jack cyl.	260065	HC-7A	10
8	Seal kit for derrick tie cylinder	260066	HC-8A	11
9	Seal kit for Relieving bogie main jack cylinder.	260067	HC-9A	5
10	Seal kit for Relieving bogie wishbone jack cylinder.	260068	HC-10A	5
11	Rotary column	310029	HE-26	1
12	Relieving bogie hand pump	310074		7

ANNEXURE – 1

PROFORMA FOR STATEMENT OF DEVIATIONS

(1) The following are the particulars of deviations from the requirements of the tender specifications:-

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

(2) The following are the particulars of deviations from the requirements of the Conditions of Contract / Instructions to Tenderers and Indian Railway Standard Conditions of Contract

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

Signature and seal of
The Manufacturer / Tenderers

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

ANNEXURE – 2

PROFORMA FOR PERFORMANCE STATEMENT (For a period of last 3 years)

Tender No.....Date of
opening..... Name of
tenderer.....

Order placed by (Full address of Purchaser)	Purchase order No. & date	Unit Price, ED, ST & FOR terms	Date of completion of Delivery as per contract	Actual Date of completion of Delivery	Reasons for late delivery, if any.

**Signature & Seal of
Tenderer**

ANNEXURE – 3

PROFORMA FOR EQUIPMENT AND QUALITY CONTROL

Tender No. Date of
Time.....
OpeningHours
Name of the Firm

.....
Note: All details required only for the items tendered:-

1. Name & full address of the firm.
2. Telephone & FAX No. Office/Factory/Works.
3. Telegraphic and E mail address.
4. Location of the manufacturing factory.
5. Details of Industrial Licence, wherever required as per statutory regulations.
6. Details of plant & machinery erected and functioning in each Dept..(Monographs & Description pamphlets be supplied if available.)
7. Details of the process of manufacture in the factory in brief.
8. Details & stocks of raw material held.
9. Production capacity of item(s) quoted for, with the existing plant & machinery.
 - 9.1 Normal
 - 9.2 Maximum
10. Details of arrangement for quality control of products such as laboratory testing equipment etc.
11. Details of staff.
 - 11.1 Details of technical supervisory staff-in-charge of production & quality control
 - 11.2 Skilled labour employed.
 - 11.3 Unskilled labour employed.
 - 11.4 Maximum No. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of application
12. Whether stores are tested to any standard specification, if so, copies of original test certificates should be submitted in triplicate.
13. Are you a MSE registered with any of the agencies mentioned in the notification of Ministry of MSME (as indicated in para. 5.0 above).

**Signature and seal of
the
Manufacturer / Tenderers**

Annexure 4

PROFORMA FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

To:

The President of
India, Acting through
The Controller of Stores,
(Railway/Production Unit)

In consideration of the President of India (hereinafter called "the Government") having agreed to accept from (hereinafter called "the said Tenderer(s)") earnest money in the form of Guarantee Bond, under the terms and conditions of tender

..... dated..... in connection with (hereinafter called "the said Tender") for the due observance by the said Tenderer of the stipulation to keep the offer open for acceptance for a period of 180 days from the opening of tenders, to execute an agreement within the time specified, to start work within the period specified after notification of the acceptance of his/their tender and the deposit of Earnest Money in cash or furnish fresh Bank Guarantee for the said amount as part of security for the due and faithful fulfilment of the contract on acceptance of the tender on production of a Bank Guarantee for `..... (Rupees.....only). We, (Bank's Name) (hereinafter referred to as "the Bank"), do hereby undertake to pay on demand to the Government, the sum of `..... in the event of the said tender having incurred forfeiture of Earnest Money/Security Deposit as aforesaid for the breach of any of the terms or conditions of the stipulation aforesaid and contained in the said tender under an order of the authority competent to invite tender.

We (Bank's Name) further agree that the guarantee herein contained shall remain in full force and effect till the authority competent to invite the tender, discharges the guarantee, subject however that the Government shall have no right under this Bond after the expiry of one year from the date of its execution and our liability under the Bond shall be discharged if the demand for payment is not made within this period, we,(Bank's Name) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated..... day of

.....

For.....(Bank's Name).

(Bank's Common Seal)

PROFORMA FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT (SD)

To:

The President of
India, Acting through
The Controller of Stores,
(Railway/Production Unit)

In consideration of the President of India (hereinafter called "the Government") having agreed to exempt (hereinafter called "the said Contractor(s)") from the demand under the terms & conditions of an agreement dated _____ made between _____ and _____ for

_____ (hereinafter called "the said Agreement"), of Security Deposit for due fulfillment by the said Contractor (s) of the terms & conditions in the said Agreement on production of a Bank Guarantee for `..... (Rupees only), we _____ (Indicate the name of the Bank) (hereinafter referred to as "the Bank") at the request of _____

Contractor (s) do hereby undertake to pay to the Government an amount exceeding `..... against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ (Indicate the name of the Bank) do here by undertake to pay the amounts due & payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding `.....

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Contractor(s)/Suppliers(s) shall have no claim against us for making such payment.

4. We _____ (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till

_____ (Office/Department) Ministry of _____ certifies that the term and conditions of the said Agreement has been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____, we shall be discharged from all liability under this Guarantee thereafter.

5. We _____ (Indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever, which under the Law relating to sureties, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/ Suppliers(s).

7. We _____ (Indicate the name of the Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated..... day of
For.....(Indicate the name of the Bank)
(Bank's Common Seal)

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

No.....Dated.....
To

The PRESIDENT OF INDIA,
Acting through the Controller of Stores, Central Railway,
MUMBAI, CST.

Dear Sir,

Subject : C.O.S./C.Rly./Mumbai's Tender
No.....

We..... an established and
reputed manufacturer of having factories at
..... do hereby Authorize M/s
(Name and address of Agents) to represent us, to bid, negotiate and conclude
the Contract on our behalf with you against Tender no

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

Yours faithfully,

(NAME)

for & on behalf of M/s..... (Name of
Manufacturers)

Note : This letter of authority should be on the Letter -Head of the manufacturing
concern and should be signed by a person competent and having the
power of attorney to bind the manufacturer.

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref..... Dated.....

Bank Guarantee No.....

To

The PRESIDENT OF INDIA,
Acting through the Controller of Stores, Central Railway,
MUMBAI, CST

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

2. We.....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till..... (viz. the date upto 3 months after the date of the last dispatch / delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us.....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us Bank Ltd.), notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim Has been given to us Bank/Ltd., by the President of India (Govt. of India) before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice to that effect from the President of India (Govt. of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that weBank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of the President of India (Govt. of India.)
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceedings pending before any court or 'Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We..... Bank Ltd., further agree that the President of India (Govt. of India) acting through either COS/CR or FA&CAO/CR shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercise able by the President of India (Govt. of India) against the said Contract and to forbear or enforce any of the terms and conditions relating to the said contract and weBank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any for-bearance and/or omission on the part of the President of India or any indulgence by the President of India to the said Contractor, or by any other matter or thing what-so-ever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date.....

Signature.....

Place

Printed

Name.....

Witness.....

(Designation)

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

NOTE:

Firms should submit the details of Bank Guarantee issuing Bank i.e.,

1. Full Address:
2. Contact Person Phone no.
3. FAX No.

ANNEXURE – 8

(PROFORMA FOR WARRANTY GUARANTEE BOND)

To:
The President of India
Acting through
The Controller of Stores, Central Railway Mumbai.

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

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

1. WHEREAS M/s..... one of our constituents, hereinafter called the "Sellers" have agreed to sell to you (hereinafter referred to as the "Government")_Nos. of (give description) as per contract No..... dated (hereinafter called "the said contract").
2. AND WHEREAS according to the terms of said contract, it has been stipulated that payment of 10 per cent of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognized Bank, acceptable to the Purchaser for 10 per cent of the value of the said contract, valid for a period covering in full the Guarantee Period as per the Warranty clause o f the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10 per cent of the value of the contract which you have agreed to accept.
4. That in consideration of the promises and at the request, of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may b e determined by you forthwith on demand and without any demur, any sum up to a maximum amount of (Rs.) representing 10 per cent of the value of the Stores dispatched under the said contract in case the Sellers make default in paying the said sum or make any default in the performance observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Government whether any default has occurred or as been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be, conclusive and binding on us.
6. Government shall be at liberty, from time-to-time, to grant or allow ex tension of
of
time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting o r impairing this guarantee or our liability hereunder.

7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the e Sellers in an y suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the sellers shall have no claim against us for making such payments.
8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel vide Bill of Lading No..... dated..... or R/R No..... dated..... (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to i.e. for months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i.e. up to (date), hereinafter called the said date.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.
10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Date

Place

Signature

Printed Name

Witness

.....

.....

Read and Accepted.

Signature of Tenderer
(Designation)
(Banks common Seal)

Annexure 9

(NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) MANDATE FORM)

From: M/s.

Date:

To:
FA & CAO/S&W
Central Railway
Mumbai

Sub : NEFT payments.

We refer to the NEFT being set up by Railways for remittance of our payments using RBI's NEFT scheme. Our payments may be made through the above scheme to our under noted account.

Name of City

Bank Code No.

Branch Code
No. Banks

Name Branch
Address

Branch Telephone / Fax

No. Supplier's Account

No. Type of Account

IFSC code for NEFT IFSC code for RTGS Supplier's name as per Account
Telephone no. of supplier Supplier s E-mail ID Confirmed by Bank

**Signature of supplier with
Stamp and address**

Enclose a copy of crossed cheque.

Annexure-10

(Please see clause 17 of Instruction to Tenders)

PROFORMA FOR INDICATING PARTICULARS OF CARGOES

S. No. :

Name of the supplier with
telegraphic/postal address /FaxNo. :

Name of the consignee with
telegraphic/postal address :

Description :

Quantity :

Cargo availability, whether
shipload or parcel, if parcels, :
size of parcels.

Period over which shipment to
be completed :

Loading Port :

Discharge Port :

Nature of contract, FOB or CFR :

Any special conditions in the
contract relating to ship. :

Signature and seal of Manufacturer /Tenderer

Note :- This form should be filled in and sent (in duplicate) to the Controller of Stores,
Central Railway CST Mumbai PIN 400001 INDIA as soon as possible after the
relevant contract is finalized.
