



**RAIL WHEEL FACTORY
GOVERNMENT OF INDIA
(BHARAT SARKAR)
INDIAN RAILWAYS**

YELAHANKA, BENGALURU-560 064, KARNATAKA, INDIA.

WEB ADDRESS: www.rwf.indianrailways.gov.in

Fax: 91-080-28460367 Phone: 91-080-28460394, 28566479, 28072741

WEB MAIL IDS: amm.i@rwf.railnet.gov.in, smm.i@rwf.railnet.gov.in,
dycmm.1@rwf.railnet.gov.in

BID DOCUMENT FOR GLOBAL TENDERS

(WITH EFFECT FROM 31.08.2016)

Global Tender No: _____

Due Date: _____

For the supply of: _____

Time of Closing : 14.15 Hours (IST)

Time of Opening: 14.30 Hours (IST)

Bid Guarantee / Earnest Money Deposit amount in Rs.: (to be indicated in words and figures)

Book No: _____

Bid Document Price in Rs. (to be indicated in words and figures)

Issued to M/s _____

FOR CONTROLLER OF STORES

1. QUALITY POLICY

To achieve and maintain excellence in quality in the manufacture of wheels, axles and wheel-sets conforming to the requirement of our customers and to strive for continuous improvement.

2. ENVIRONMENTAL POLICY

Rail Wheel Factory (RWF) has secured ISO: 14001 certification for its Environment Management System. We request our esteemed suppliers to kindly make all endeavors to adopt eco-friendly processes and packing material with regard to the products manufactured in general and in particular for the items manufactured for use by RWF.

3. SPECIAL NOTE

Rail Wheel Factory is an ISO:9001, ISO:14001-2004 and OHSAS:18001-1999 certified organisation. RWF will appreciate if the tenderers also comply with the requirements of these standards while dealing with RWF.

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Bid document consists of the following:

PART - I	Bid invitation.	Enclosed separately to the Bid Document.
	Schedule of Requirements.	
	Special Conditions of Tender.	
	Bid Document	
PART - II	Section - I	Instructions to Bidders.
	Section -II	General Conditions of Contract.
	Section -III	Special Conditions of Contract
	Section -IV	Annexures (Formats)
	Section -V	Checklists.

PART II
SECTION-I
INDEX - INSTRUCTIONS TO BIDDERS

Sl No.	TITLE OF THE CLAUSE	PAGE No.
1	General instructions	7
2	Technical information	7
3	Compliance with technical specification	7 - 8
4	Agents and service facilities in India - Agency Commission	8 - 9
5	Qualifying requirements of Bidders, Non-Consideration of offers	9 - 10
6	Time schedule	10
7	Earnest Money Deposit/Bid Guarantee, Exemption from Bid Guarantee	10 - 11
8	Submission of offers, Tender Document Cost	12 - 14
9	Local conditions .	14
10	Price basis and indemnity: 10.1 Foreign Bidders: Port of discharge, Final port of delivery, Ultimate consignee etc. 10.2 Indian Bidders : CENVAT, Sales Tax, Octroi etc.	14 - 15 15 - 17
11	Insurance.	17
12	Evaluation of the offers, Finalisation of the contract, Eligibility Criteria	17 - 20
13	Payment terms: Foreign Suppliers and Indigenous Suppliers	20 - 22
14	Deductions	22
15	Payment procedure	22 - 23
16	Shipping arrangement	23
17	Packing	23 - 24
18	Import Licence (In case of Indigenous Bidders)	24
19	Acceptance of tender (& Splitting of quantity) Communication of Acceptance	24 - 26
20	Effects and validity of offers	26
21	Spare parts / Components	26
22	General	26
23	Last date of receipt of tenders and opening of tenders	27
24	Checklist	27
25	Clarification	27
26	Cartel formation	27
27	Counter offers	28
28	Negotiation.	28

SECTION-II - GENERAL CONDITIONS OF CONTRACT:		PAGE No.
1	Definitions	29 - 30
2	Execution	31
3	Responsibility of the contractor for executing contract. Risk in the stores. Consignee's right of rejection.	31 - 32
4	Indemnity.	32
5	Prices.	32
6	Transfer and sub-letting	32
7	Drawings/specifications	32 - 33
8	Alterations	33
9	Progress report	33
10	Delivery on FOB & CFR - invoices and freight	33 - 34
11	Customs drawback	34
12	Marking	34 - 35
13	Packing	35
14	Supply of drawing, tracings and specifications	35
15	Corrupt practices, gifts and payment of commission	35
16	Delivery period: Date of delivery period for FOB / CFR contracts	35 - 36
17	Liquidated damages	36
18	Default and risk purchase	36 - 37
19	Export Licence	37
20	Performance guarantee bond	37 - 38
21	Inspection : Facilities for test and examination Notification of results of inspection Certification of inspection and approval	39 - 40
22	Inspecting officer - powers of rejection .	40 - 41
23	Consequences of rejection, Rejected Stores	41 - 42
24	Acceptance of stores despatched after expiry of delivery period	42 - 43
25	Warranty clause, Handling of per-inspected items and warranty rejections	43 - 47
26	Arbitration	47 - 48
27	Laws governing the contract, Jurisdiction of courts	48
28	Heading	48
29	Secrecy	48 - 49
30	Book examination clause	49
31	Insolvency and breach of contract	50

ADDED THE INDEX AS PER APPROVED DOCUMENT

SECTION – III - Special Conditions of Contract :		PAGE No.
1	Option clause	51
2	Fall Clause	51
3	Force majeure	52
4	Vendor rating	52 - 53

SECTION-IV - ANNEXURES:		
Sl No.	Particulars	PAGE No.
Annexure - 1	Offer form for imported offers	54 - 55
Annexure - 2	Offer form for indigenous offers .	56 - 58
Annexure - 3	Proforma for performance statement	59
Annexure - 4	Proforma for information regarding equipment and quality control.	60 - 61
Annexure - 5	Proforma for bank guarantee for bid guarantee .	62 -63
Annexure - 6	Proforma for authority from manufacturers .	64
Annexure - 7	Details of shipping arrangements of liner cargoes in respect of FOB/CFR contracts for imports	65
Annexure - 8	Proforma for indicating the particulars of cargoes for which shipping space is required to be arranged by the shipping co-ordination and chartering organisation of the ministry of shipping .	66
Annexure - 9	Proforma for statement of deviations	67
Annexure - 10	Proforma of bank guarantee for contract performance guarantee bond	68 - 69
Annexure - 11	Proforma of bank guarantee for 10% contract value towards warranty guarantee	70 - 71
Annexure - 12	Proforma of composite bank guarantee for contract Performance guarantee-cum-warranty bond	72 - 73
Annexure - 13	Proforma for IFSC/RTGS mandate .	74
Annexure - 14	Bidders Credentials	75

SECTION-V - CHECKLISTS		PAGE No.
1	Checklist -I	76
2	Checklist -II	77

PART-II
SECTION-I
INSTRUCTIONS TO BIDDERS

1.0 GENERAL INSTRUCTIONS::

- 1.1 On behalf of the President of India, the Controller of Stores, Rail Wheel Factory, Yelahanka, BENGALURU – 560 064, INDIA (hereinafter referred to as the Purchaser), invites offers/bids from established and reliable manufacturers or their authorised agents for the supply of items as set forth in the "Schedule of Requirements".
- 1.2 All offers should be submitted in the prescribed form at Annexure 1 or 2 (as applicable), before the date and time fixed for the receipt of offers as set forth in the tender documents. Offers received after the stipulated date and time shall be rejected.
- 1.3 All information in the offer must be in English. Information in any other language must be accompanied with 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 shall prevail.

2.0 TECHNICAL INFORMATION:

- 2.1 Specifications indicated in the "Schedule of Requirements" forms part of bid document and may also be obtained on payment from the following:
- (i) Indian Railway Standard Specifications from:
 - (a) The Controller of Publications, Civil Lines, New Delhi-110 054, INDIA.
 - (b) Office of the High Commissioner of India, India House, Aldwych, London-WC2B 4NA (U.K),
 - (ii) Indian Standards Specifications from the Director General, Bureau of Indian Standards, Manak Bhawan, No.9, Bahadur Shah Zafar Marg, New Delhi-110 001, INDIA.
 - (iii) Indian Railway Specifications, drawings and details from:
The Director General, Research Designs and Standards Organisation, Manak Nagar, Lucknow-226 011, Uttar Pradesh, INDIA.

3.0 COMPLIANCE WITH TECHNICAL SPECIFICATION:

- 3.1 The equipments/stores offered should be in accordance with the drawings and specifications stipulated in "Schedule of Requirements". Details of variations from the drawings and specifications, if any, should be clearly indicated and in such an event where alternative product is offered, a certificate from the users must be furnished to the effect that the product offered is an alternative acceptable to the users in the country of origin and in one or more other countries. The names of users in those foreign countries should also be indicated.
- 3.2 The Bidder shall indicate the compliance or otherwise against each clause and sub-clause of the technical specifications. The bidder/tenderer for this purpose enclose a separate statement (Annexure-9) indicating compliance or otherwise of each clause and sub-clause of specifications. Whenever the Bidder deviates from the provisions of a clause/sub-clause, he shall furnish his detailed justification for the same.

3.3 The Purchaser may accept internationally accepted alternative specifications, which ensure equal or higher quality than the specifications mentioned in the tender specifications. However, the decision of the Purchaser in this regard shall be final. In this connection, attention of Bidders is invited to the "Statement of Deviations" from tender specifications (Annexure-9), which should invariably be filled and submitted along with the offer and further two copies of the alternative specifications offered should be sent along with the offer.

4.0 AGENTS AND SERVICE FACILITIES IN INDIA - AGENCY COMMISSION:

4.1 Manufacturers are advised that RWF would prefer to deal directly with them without the inter-session of an agent and are advised to submit bid directly, unless the stores tendered for by RWF requires after sales service.

4.2 Foreign bidders who quote directly against the Bid invitation but take the services of an Indian Agent shall indicate in their offer the name and address of their Indian Agent they have for servicing in India. They should quote:

- (i) Net FOB or CFR prices exclusive of the amount of remuneration or agency commission.
- (ii) Agency Commission/remuneration payable to their Indian Agent. It should be understood that the Purchaser will make direct payment of such commission to the Indian Agent in respect of a contract arising out of this invitation to bid, where the Indian Agent's remuneration / commission covers a part of the contract price.

4.3 The foreign bidders should furnish the following in their bid:

- (i) The name and address of the local agent.
- (ii) The amount of remuneration for the agent if included in the offer.
- (iii) The precise relationship between the foreign manufacturer/principal and their Indian Agent.
- (iv) The mutual interest, which the manufacturer/principal and the Indian Agent have in the business of each other
- (v) Any payment which the Indian agent receives in India or abroad from the manufacturer / Principal whether as a commission for the contract or as a general retainer fee.
- (vi) Indian Agent's Income -Tax Permanent Account Number.
- (vii) Details of services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
- (viii) Past performance of the Indian Agent.
- (ix) Enlistment of Indian Agent with DGS&D under compulsory registration scheme, if Indian Agent is quoting directly as bidder. In such cases, enlistment details with DGS& D under compulsory registration scheme are required to be enclosed.
- (x) The amount of agency commission payable to the Indian agent will not be more than what is specified in the agency agreement between the Bidder (i. e., the Foreign Principal) and the Indian agent. A certified photo-copy of the Agency Commission Agreement shall be submitted along with the offer.

- 4.4 Agency Commission finally payable to the Bidder's Authorised Agent 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 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 through RTGS system prevailing among all the Nationalised /Scheduled Commercial Banks. The Indian agent will be required to submit a certificate, along with their Agency Commission Bill confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render service to the foreign principal i. e. M/s (i. e, the contractor) in terms of agency agreement. The Purchaser or their authorised agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i. e. the contractor) and their Indian agent liable to be banned/suspended from having business dealings with the Indian Railways following laid down procedure of such banning/suspension of business dealings. Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent.
- 4.5 In case of supply of equipments where commissioning is involved, the payments towards Agency commission shall be released to the Indian Agent after successful completion of the contract i.e.after proving tests and final commissioning of the machine(s) in India. In cases where no commissioning is involved (eg., supply of spares, tools etc.), the payments to the Indian agent shall be released for each installment of the supply after its receipt and acceptance at the destination.

5.0 QUALIFYING REQUIREMENTS OF BIDDERS :

- 5.1 The Bidder shall provide satisfactory evidence acceptable to the purchaser to show that :
- (i) He is a licensed manufacturer who regularly manufactures the items offered and has adequate technical knowledge and practical experience.
 - (ii) He has adequate financial stability and status to meet the obligations under the contract for which he is required to submit a report from a recognised Bank or a financial institution.
 - (iii) He has adequate plant and manufacturing capacity to manufacture and supply the items within the delivery schedule offered by him.
 - (iv) He has established quality control system and organisation to ensure that there is adequate control at all stages of the manufacturing process.
- 5.2 For the purpose of clause 5.1 above, the Bidders should additionally submit:
- (i) Performance statement as in Annexure-3, giving a list of major supplies, effected in the recent past at least 3 (Three) years from the date of tender opening, of the items offered by them, giving details of the Purchaser's name and address, order No. and date, quantity supplied and whether the supply was made within the delivery schedule.
 - (ii) Statement indicating details of equipments available and quality control measures, testing equipments and sampling plan adopted as in Annexure-4

The information asked as above is essential information and all tenderers/manufacturers are required to furnish the same along with the offer.

5.3 In addition to the above, any information regarding the capacity, capability, if required by the Purchaser, shall be promptly furnished by the Bidder and he should offer all facilities to representative of Purchaser for assessing capacity, capability by actual visit to his work/office. Bidders not submitting the requisite information may note that their offers are liable to be ignored.

5.4 **NON-CONSIDERATION OF OFFERS:**

- (i) Technically unsuitable offers will be passed over.
- (ii) Offers not conforming to tender schedule or not complying with required conditions or not enclosing performance details with documentary evidence or not accepting IRS conditions or special conditions or not submitted EMD/Bid guarantee amount wherever required to be submitted, or dis-satisfactory performance/rejections in quality noticed in previous supplies (if any) may also be passed over.

6.0 **TIME SCHEDULE:**

6.1 The date and time specified in the contract for the delivery of the stores/equipment shall be the essence of the contract and the delivery must be completed not later than the date so specified. The attention of the Bidders is invited to Clauses 17 & 18 under General Conditions of Contract (Part-II, Section-II) regarding Liquidated Damages, Default and Risk Purchase, by which the contract shall be governed.

7.0 **EARNEST MONEY/BID GUARANTEE:**

7.1 Earnest Money/Bid Guarantee for the amount stipulated in the 'Bid Invitation' as well as the Bid documents shall accompany each bid/tender. The bid guarantee security of an equivalent amount shall be denominated in the currency of the bid or another freely convertible currency, shall be in one of the following forms:

- (i) Deposit Receipt, Pay Orders, Demand Drafts in favour of the Financial Adviser and Chief Accounts Officer, Rail Wheel Factory, Bengaluru from a Nationalized Indian Bank or scheduled commercial Bank in India.
- (ii) Bonds of Indian Railway Finance Corporation (IRFC) and Konkan Railway Corporation Ltd (KRCL) in the name of Bidder only are acceptable.
- (iii) In case bank guarantee is submitted as Earnest money it should be issued by a Nationalized Indian Bank or a scheduled bank in India in the format as per Annexure-5 and having 45 days validity beyond the validity of the bid. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalized bank in India is required, for the avoidance of doubt. Scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act 1935. It shall be ensured that the complete particulars of the bank (issuing bank guarantee) mailing address including telephone number, fax number and e-mail ID are invariably indicated on the bid bonds.

- 7.2 The Bank Guarantee (BG) to be submitted towards Earnest Money/Bid Guarantee by the Bidder should be sent directly to the Controller of Stores, Rail Wheel Factory by the issuing Bank under Registered Post and a copy of the BG should be submitted along with the offer.
- 7.3 If the validity of the offer is extended, the validity of Bank Guarantee (BG) towards Earnest Money/Bid Guarantee shall also be suitably extended, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 7.4 No interest will be payable by the Purchaser on the Earnest Money/Bid Guarantee.
- 7.5 The Earnest Money/Bid Guarantee is liable to be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 7.6 The Earnest Money /Bid guarantee of the successful Bidder will be returned after the Contract Performance Guarantee as required in terms of Clause-20 of the General Conditions of Contract are furnished. If the successful Bidder fails to furnish a Contract Performance Guarantee as specified in Clause-20 of the General Conditions of Contract then the Earnest Money/Bid guarantee shall be liable to be forfeited by the Purchaser.
- 7.7 The Earnest Money/Bid Guarantee of all unsuccessful Bidders will be returned by the Purchaser within 1 (one) month of the placement of contract on successful bidder in the same currency as remitted by the bidder.
- 7.8 Any offer not accompanied by an Earnest Money/Bid Guarantee in one of the approved forms given in Clause 7.1 is liable to be rejected by the purchaser considering the offer as non-responsive
- 7.9 Bid guarantee shall be remitted by all Bidders subject to following exemption: -
- (i) Micro and small Enterprises registered with the following agencies specified by the Ministry of MSME, Government of India.
 - (a) District Industries Centres
 - (b) Khadi & Village Industries Commission
 - (c) Khadi & Village Industries Board
 - (d) Coir Board
 - (e) National Small Industries Corporation (NSIC),
 - (f) Directorate of Handicraft and Handloom
 - (g) Any other body specified by Ministry of MSME, subject to submission of necessary proof of registration for the item/items tendered for, indicating the terminal validity of their registration.
 - (ii) Vendors registered with Rail Wheel Factory, other Indian Government Departments/ other Indian Railways units, upto the monetary limit of their registration for the items tendered/trade group of the items tendered.
 - (iii) Vendors on the approved list of RDSO (Research Design and Standards Organisation) / Production units/ CORE (Central Organisation for Railway Electrification) / Indian Railway etc., for those specific items for which they are on the approved list.
 - (iv) Manufacturers and their accredited agents.

8.0 SUBMISSION OF OFFERS:

- 8.1 All offers shall be either typewritten or written neatly in indelible ink.
- 8.2 Any individual(s) signing the tender or other documents connected there with should specify whether he is signing: -
- (i) as sole proprietor of the 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 authorised by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- 8.3 In case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorised 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.
- 8.4 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 difference between rates quoted in words and figures, the rate in words shall prevail.
- 8.5 Offer in the prescribed form (Annexure-1 or 2 as applicable) should be addressed to the President of India acting through the Controller of Stores, Rail Wheel Factory, Yelahanka, Bengaluru-560064, India and submitted in the manner specified in the Bid Invitation contained in Bid Documents Part I.
- 8.6 Offers shall be as per the General and Special Conditions of tender/contract given in the Bid Documents. However, the Bidder shall indicate his acceptance or otherwise against each clause and sub-clause of the General and Special Conditions of tender. For this purpose, the Bidder shall enclose a separate statement (Annexure-9) indicating only the deviations from any clause or sub-clause of the General and Special Conditions of tender/contract, which he proposes with full justification for such deviations. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.
- 8.7 The Bidders are required to submit their offers in double envelope in two complete marked original and duplicate. The outer envelope should indicate the Tender no. and due date of its opening and should also indicate the Bidder's complete address. The inner envelope containing the offer should be sealed and marked "OFFER FOR TENDER NOOPENING ONAT..... Hrs. IST(Indian Standard Time)". The inner envelope should be placed in the outer envelope and both the envelopes should be addressed to the Controller of Stores, Rail Wheel Factory, Yelahanka, Bengaluru -560 064, India. Offers sent by post should be sent by Registered Post, addressed to the Controller of Stores, Rail Wheel Factory, Yelahanka, Bengaluru-560 064, Karnataka, INDIA.
- 8.8 Offers are required from the actual manufacturers of the stores or Bidders authorised who should submit a letter of authority from their Principals/Manufacturers as in Annexure -6. Offers from brokers and middle men shall not be accepted. Manufacturer or their Indian agent may note that an Indian agent can represent only one firm in a tender and any manufacturer cannot submit more than one offer against a tender through different agents or one directly and one through their Indian agent. In such a situation all the offers will be rejected. In a tender, either the Indian Agent on behalf of the Principal/OEM or

Principal/OEM themselves can Bid, and they alone shall be the beneficiary of the contractual payments. But both cannot Bid simultaneously for the same item/product in the same tender. If an Indian Agent submits Bid on behalf of the Principal/OEM the same Agent shall not submit a Bid on behalf of another Principal/OEM in the same tender for the same item/ product.

- 8.9 Each page of the offer must be numbered consecutively, should bear the tender number and should be signed by the Bidder at the bottom. A reference to the total number of pages comprising the offer must be made at the top right hand corner of the first page.
- 8.10 The Bidder should avoid ambiguity in his offer e.g., offer is to his standard sizes/length/dimensions etc., brief descriptions such as "standard lengths" etc. should be avoided in the offer.
- 8.11 Offers received through FAX/scanned images at the time of opening of tender and complete in all respects and duly signed by the authorised signatory shall be accepted subject to the firm submitting a post confirmation copy duly signed by the authorised person as per the tender conditions within 10 (ten) working days for indigenous Bidders and 21 (twenty one) working days for foreign Bidders from the date of tender opening. However, FAX/scanned images of offers should be accompanied by 'Bid guarantee' as required in the Bid invitation.
- 8.12 The offers received by FAX/scanned images shall be deemed as unresponsive in case confirmation copy is not received within the time stipulated in clause 8.11 above.
- 8.13 It shall be the sole responsibility of the Bidder to ensure that the offer submitted are dropped in appropriate tender box/submitted in sealed cover/covers and within the prescribed date and time.
- 8.14 (i) In case the due date of tender closing/opening day happens to be a holiday for RWF, the tender box shall be closed/ opened at the assigned time on the next working day.
- (ii) Tenders available in the tender box at the time of opening of tenders will be considered.
- (iii) Delayed and / or late tenders shall be summarily rejected.
- 8.15 (i) **TENDER DOCUMENT COST:** Bids from bidders who have not purchased the tender document / not submitted the tender document cost at the time of submission of bids, shall be summarily rejected.
- (ii) Alternatively, tenderers may enclose demand draft from a nationalised bank , in favour of FA & CAO/RWF, towards the tender document cost along with their bid before submission/dropping the bids in the tender box.

- (iii) Exemption from tender document cost is available to bidders registered as Micro and Small Enterprises for the tendered items with the following agencies of the Ministry of MSME
- (a) District Industries Centres
 - (b) Khadi and Village Industries Commission
 - (c) Khadi and Village Industries Board
 - (d) Coir Board
 - (e) National Small Industries Corporation
 - (f) Directorate of Handicraft and Handloom
 - (g) Any other body specified by Ministry of MSME

NOTE: The MSEs must also enclose with their offer the proof of their being registered with any of the above agencies for the tendered items and indicate the terminal validity of their registration.

9.0 LOCAL CONDITIONS:

- 9.1 It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of the stores. In his own interest, the foreign Bidder should familiarise himself with the Income Tax Act-1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India.
- 9.2 The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions.

10.0 PRICE BASIS AND INDEMNITY :

10.1 FOREIGN BIDDERS:

(i) TERMS OF BID SUBMISSION:

- (a) Foreign Bidder shall quote the price on the basis of FOB nearest Port of shipment having facilities to handle the same. The quoted FOB price shall be firm and not subject to any price variation.
- (b) In case the bidder desires to submit the bid on CFR basis (cost and freight), the bidder shall submit the CFR cost upto Chennai Seaport, India.

1)	Port of Discharge	Chennai Seaport, India
2)	Ultimate consignee for the consignment	Deputy Chief Materials Manager General Stores Depot, Rail Wheel Factory Yelahanka, Bengaluru – 560 064, Karnataka, India.

- (c) In case of CFR price, the FOB price and the ocean freight charges shall be indicated separately.
- (d) In case of CFR price, the quoted FOB price and freight charges shall be firm and not subject to any price variation.

- (ii) All delivery terms such as FOB, CFR, shall be as defined in the current edition of the International rules for the interpretation of the trade terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS 2010.
- (iii) These prices should not include agency commission payable to Indian agents, which shall be exhibited separately as already indicated in Clause-4 Of Part-II, Section-I. The Indian agent's commission shall be shown in foreign currency as a definite amount and not as a percentage.
- (iv) The prices should be stated only in one currency and should either be in US Dollars or in a freely convertible currency. However, the portion of the bid price relating to components of Indian origin to be incorporated in the stores and/or supply shall be stated in Indian Rupees. The contract price will normally be paid in the currencies in which the price is stated by the successful tenderer(s). 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.
- (v) The Bidders should quote their lowest possible price. Offer should be submitted only for units specified in the "Schedule of Requirements" .
- (vi) In case of sea worthy consignments, i.e., heavy consignments to be shipped in containers loads, the gross weight of the items and the number of units which can be shipped in 20' (Twenty Feet) containers shall be indicated by the bidders. This is required for the the purpose of evaluation of offers.
- (vii) In case of air worthy consignments, i.e., fragile / small consignments worthy to be shipped by air, the gross weight of items and the number of units along with dimension of the package shall be indicated by the bidders. This is required for the purpose of evaluation of offers.

10.2 **INDIAN BIDDERS:**

- (i) Indian Bidder shall quote the price on door delivery at destination, which shall include all State/Central Taxes, Excise and other 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, freight and insurance charges, if any, shall also be given as per Annexure-2.
- (ii) The basic price quoted by the Bidder in the break up should be exclusive of Excise duty, sales tax etc., The duties and taxes will be paid by the Purchaser, if legally leviable at the rate applicable on the date of supply as specified in the acceptance of tender.
- (iii) In case the bidder desires to ask for any other duties/ charges as extra, the same must be specifically stated, specifying the prevailing rates of duties/charges clearly. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

- (iv) In case of Indian Bidders offering material with import content, it shall be noted that no variation in the exchange rate of foreign currency is permissible for the import content. Clearance from Ministry of External Affairs wherever necessary should be arranged by the suppliers.

10.2.1 CENVAT CREDIT (MODVAT)

- (i) The prices Quoted by the Bidders 'should take into account the credit availed on inputs under the CENVAT Credit Rules 2004. The Bidders 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.
- (ii) In the event of additional CENVAT credit being extended by the Govt. of India, to cover items ordered against present tender, the same shall also 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 and incorporated in the rates shown in the contract.
 - (b) We hereby declare that additional CENVAT benefit of Rs (to be indicated in figures & words) per 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 and the bill has been prepared accordingly.

10.2.2 SALES TAX/CST/VAT/INPUT TAX UNDER VAT SCHEME :

- (i) The concessional tax regime as available to the Government departments has been withdrawn w.e.f 1.4.2007. RWF shall not issue any Form D or Form C and the rate of CST on inter-State sale shall be the rate of ST/VAT applicable in the State of the seller. Hence, Bidders are required to quote actual percentage of Sales Tax or VAT as applicable for the tendered item in their state duly enclosing the documentary proof i.e., notification of the State Government concerned for quoted rate of ST/VAT.
- (ii) The Bidder should quote the exact percentage of VAT that they will be charging extra.
- (iii) While quoting the rate of VAT, the Bidder should pass on (by way of reduction in prices) the set off/in put tax credit that would become available to them by the system of VAT, duly stating the quantum of such credit per unit of the item quoted for.
- (iv) The Bidder while quoting should give the following declaration:
"We agree to pass on such additional set offs/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" .

- (v) The suppliers while claiming the payments will furnish the following certificate to the Paying authority: " We hereby declare that additional set off/input tax credit to the tune of Rs..... (to be indicated in figures & words) has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted" .
- (vi) Even for contracts where CST is payable, this input tax credit may become admissible to the supplies where the supplier happens to be located in the state in which VAT has been implemented. Accordingly the certificate under para10.2. 2(v) above should also be submitted in all such contracts where CST is payable.
- (vii) If sales tax is not quoted in the offer, it shall be assumed that no Sales Tax is applicable.

10.2.3 OCTROI DUTY:

Purchaser will not pay any Octroi duty. If required, Purchaser will issue the Octroi Exemption Certificate, in respect of road deliveries. Where the Municipal/Local authorities do not accept the Octroi Exemption Certificate, the Octroi duty shall be borne by the Seller.

- (i) For Octroi and Entry tax, the consignee shall issue necessary exemption certificate. In case this certificate is not accepted by State Authorities/Local Bodies, the same shall be on Contractor's account.
- (ii) New Statutory taxes/duties and changes in the existing statutory taxes/duties will be paid at actuals during currency of contract. Documentary evidence regarding imposition of such duties and taxes and payments made must be furnished for any reimbursements. Purchaser reserves the right to make recoveries in case of any waiver or reduction of such duties with retrospective effect by the Government.

11.0 INSURANCE:

- 11.1 In the case of FOB offer or CFR offer, the insurance shall be arranged by the Purchaser.
- 11.2 In the case of indigenous offers, the Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrives in good condition at destination. Where the Bidder intends to insure the goods, the insurance charges should be clearly indicated, separately in the break-up. The consignee will advise the 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 Bidder to lodge the necessary claim on the carrier and/or insurer and pursue the same. The 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.

12.0 EVALUATION OF THE OFFERS :

- 12.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in the offer to Indian Rupees at the B.C. selling exchange rate established by the State Bank of India, as on the date of the Bid Opening.

- 12.2 The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the purchaser, as specified in the specifications and tender documents.
- 12.3 Evaluation criteria not mentioned herein but mentioned specifically in the technical specification will be taken into consideration in the evaluation of offers.
- 12.4 In case there are more than one item in a tender, inter-se position of each item will be separately evaluated item wise, unless otherwise specified elsewhere.
- 12.5 Conditional discounts, such as, discounts for quantity, early payment, delivery at other than specified location, etc., will not be considered for the purpose of determining inter-se ranking of the offers. That is, the rates quoted without any conditions attached, such as, discounts not linked to quantity, early payment, etc., will only be considered for the evaluation purpose. Purchaser however, reserves the right to use any of the discounted rate(s) appropriate for acceptance or to counter offer to the successful tender(s).
- 12.6 In case of offers in foreign currencies, the following components would be added to FOB price (excluding agency commission and unconditional discount, if any to calculate the landed price of an imported offer: -
- (i) Ocean freight as advised by Ministry of Shipping including firm and variable component.
 - (ii) Insurance charges as per Indian Railway's open cover policy.
 - (iii) Customs duties prevailing on the date of bid opening on CIF.
 - (iv) Landing/Handling charges @1% (One percent) of CIF.
 - (v) Agency commission if any.
 - (vi) Installation, Commissioning and training charges, if any.
 - (vii) Inland transport from port of discharge i.e., Chennai Port to ultimate consignee.
- 12.6.1 In case of offers received in foreign currency on CFR basis, the freight charges as quoted by the bidders upto Chennai Seaport and insurance charges as per Indian Railway's open cover policy shall be adopted for calculating the landed price of an import offer, as per clause no.12.6 except 12.6 (i) above, for evaluation.
- 12.7 In case of Indigenous offers, the tenders received would be evaluated on the basis of All- Inclusive Rate (AIR) arrived at based on the following components quoted in the offer.
- i) Ex-works price (Basic price).
 - ii) Unconditional discount, if any.
 - iii) Packing and forwarding charges, if any.
 - iv) Duties and taxes etc.,
 - v) Freight charges up to ultimate consignee.
 - vi) Insurance (wherever applicable).
 - vii) Inspection/testing Charges (wherever applicable).
 - viii) Unloading charges, if any.
 - ix) Installation, commissioning and training charges (wherever applicable).
- 12.8 All offers will be arranged in the ascending order of the all-inclusive rate.

12.9 FINALISATION OF CONTRACT:

Railways reserve the right to enter into contract either on FOB or CFR basis at the discretion of the Railways.

12.10 ELIGIBILITY CRITERIA:

- (a) Railways reserve the right to place bulk orders on sources having proven satisfactory past performance.
- (b) Whenever the proven/approved sources are not adequate to meet RWF requirement or when RWF needs to develop more sources to generate more competition or bring in improvement in quality of the stores, Development orders may be considered for placement upto five (5) percent of the tendered / procurable quantity either within or outside the requirements on other/new sources, subject to the following:
 - (i) The rates received from such new sources are lower than those applicable to approved / regular sources.
 - (ii) Such offers are technically suitable.
 - (iii) Credentials of the firms i.e., firms who have submitted adequate evidence towards their capacity-cum-capability, past performance etc., and prima facie the railways are satisfied that the tenderer is capable of executing the orders but whose capacity to supply bulk quantity has not been established in the past.
 - (iv) the capacity-cum-capability claimed/exhibited in their offers submitted, will be verified by the Railways wherever considered necessary before placement of purchase order on unregistered /untried /unapproved firms, either by deputing their representative or by engaging agencies of RSDO/RITES etc., at the discretion of RWF.
 - (v) Failure to furnish the requisite credentials, details machinery and plant, testing facilities, QAP, technical manpower etc., (Clause 5.1 & 5.2 of Part-II, Section-I), will make the offer liable to be ignored.
 - (vi) Payment for such development orders shall be made after receipt and acceptance of the material.
- (c) (i) In case there is a situation to order again on the new/other source on which the Development Order has been given as per criteria given in Para 12.10 (b) above, then the criteria as applicable to Part-II source be followed i.e., the next Development Order to be called as Extended Development Order, be of the order upto 15% or upto 25% of the tender/net procurable quantity depending on the quantity executed by new tenderer in the first Development Order. However the period to be reckoned to consider the above performance will be current financial year upto the tender opening date of the tender under consideration and preceding three financial years.

- (ii) If the same tenderer who has executed the Development Order as well as Extended Development Order satisfactorily against earlier round of ordering participates and his offer is competitive and technically suitable, then it may be considered for bulk order and may be treated as regular supplier.
- (iii) A Development/ Extended Development Order will be considered as executed/completed only after physical utilisation of materials with satisfactory performance report from shop floor after actual use. The reference dates for evaluating such status / performance of a supplier in a tender will be the tender opening date.
- (d) In case proven suppliers of RWF do not respond in the tender or performance of RWF suppliers not satisfactory/cartel formation is suspected/ exorbitant rates are quoted by past and proven suppliers of RWF, then untried/new sources /RWF experienced sources for similar items can be considered for regular order for full quantity or part quantity where prima-facie, RWF feel satisfied about their capability to supply tendered items based on the information submitted by the tenderers along with the offer. Otherwise RWF reserves the right to re-tender the tender finally depending upon the merit of the subject tender.
- (e) The above guidelines will not be applicable for Development Tenders specially floated for developing new vendors.

13.0 PAYMENT TERMS: MODIFICATION: Sub-clauses numbering.

13.1 FOREIGN SUPPLIERS: - The standard payment terms subject to recoveries, if any, including under the Liquidated Damages Clause in General Conditions of Contract will be as under: -

(a) FOR CLAIMING 100% PAYMENT :

- (i) 100% payment shall be made on proof of inspection and shipment, within 30 days of receipt of shipping documents as specified under:
 - (1) Two copies of negotiable cum original bill of lading
 - (2) Stamped and signed certified commercial Invoice showing the description, quantity and price of stores shipped together with the number, weight and volume of such packages shipped.
 - (3) Original freight bill issued by the carrier in case of CFR contracts
 - (4) Certificate that the amounts claimed are for correct in terms of the contract
 - (5) A copy of contractors letter addressed to the insurer and port consignee advising the closing particulars.
 - (6) Inspection certificate issued by the inspecting officer.
 - (7) Country of origin Certificate
 - (8) Manufacturer's Test Certificate, wherever applicable.
 - (9) Warranty / Guarantee certificates, wherever applicable.
- (ii) The foreign supplier will be required to submit PBG in the prescribed format as per Annexure-10, for 10% of FOB Value of the contract as Security Deposit for due fulfillment of contract, for claiming 100% payment against L/C.

- (iii) In case of CFR contracts, the foreign supplier will be required to submit additional Bank Guarantee equivalent to total sea freight amount upto Chennai Seaport as per the above format (Annexure-10), to safe-guard the purchaser against any loss. This additional BG for CFR contract will be operative from the date of shipment upto 3 months after the date of delivery at the Port of Discharge in India.
 - (iv) The Purchaser may at its option may call for additional security in the form of Warranty Bank Guarantee to ensure the satisfactory fulfillment of the warranty obligations of the supplier. The WBG will be in the format as per Annexure-11.
 - (v) Further, the Purchaser may at its option permit the submission of a combined Performance and Warranty Bank Guarantee. This combined Performance and Warranty Bank Guarantee shall be as per Annexure-12.
- (b) In import case, the above PBG/WBG [13.1 (a) (ii) and 13.1 (a) (iv)] may be waived based on the merit of the case keeping in view the past record of the supplier's response in settling the past outstanding cases (warranty failure). In case of waiver of PBG/WBG in import cases, the procedure of LC opening and payment will be as follows.
 - (i) L/C will be opened for 100% FOB value of the contract.
 - (ii) 90% payment shall be made on proof of inspection and shipment, within 30 (thirty) days of receipt of shipping documents as specified under Clause no.13.1 (i) (a) above.
 - (iii) 10% payment will be made after receipt of material by the ultimate consignee i.e., Dy CMM/General Stores Depot/RWF after inspection and acceptance thereof.
- (c) The Bank Guarantee (BG) as mentioned above should be from a Nationalised Indian Bank. The Bank Guarantee from a Commercial Bank of the Contractor's country can be accepted only if the Guarantee is furnished after getting it countersigned by the Reserve Bank of India, State Bank of India or by any other Nationalised Indian Bank. The expenses to be incurred for counter-signature shall be borne by the Contractor. The Bank Guarantee to be submitted by the contractor/supplier under this clause shall be sent directly by the issuing bank to the Purchaser under Registered Post Acknowledgment Due (RPAD). In exceptional cases, when the BGs are submitted by the contractors/suppliers etc. through themselves (and not directly by the issuing bank under Registered Post Acknowledgment Due), the BG issuing Bank Branch should immediately send by Registered Post Acknowledgment Due, an unstamped duplicate copy of the Bank Guarantee directly to the Purchaser with a covering letter to enable the Purchaser to compare it with the original BG and to confirm that the submitted BG is in order.
- (d) The Indian agent will be required to submit a certificate along with their agency commission bill, certifying 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 : (the contractor) in terms of agency agreement. The Purchaser or their authorized agencies and/or any other authority of

Government of India shall have rights to examine the books of the Indian agent and defect or misrepresentation in respect of the above indicated information coming to light during such examinations will make the Foreign Principal (i.e., the contractor) and their Indian agent liable to be banned/suspended from having business dealing with Indian Railways, following laid down procedures of such banning/suspension of business dealings.

- (e) Payment of Agency commission, if any will be made to the Indian Agent in Indian Rupees within 30 (Thirty) days of the receipt of bill 'after successful completion of the supply.

13.2 INDIGENOUS SUPPLIERS:

The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause in the General Conditions of Contract will be as under:-

- (i) 90% (Ninety percent) payment on proof of inspection and despatch of documents as specified, within 30 (Thirty) days of receipt of specified documents. Balance 10% (Ten percent) payment within 90 (Ninety) days of receipt of supplies at destination station, on furnishing a Bank Guarantee as per Annexure-11 fully indemnifying the Purchaser against all losses incurred by the Purchaser during the warranty/guarantee period stipulated in the Warranty Clause.
- (ii) Or,100% (One hundred percent) payment after receipt and acceptance of supplies by the consignee and furnishing Bank Guarantee as per Annexure-11 as mentioned above.
- (iii) The Bank Guarantee as mentioned above should be from a Nationalised Indian Bank. The Bank Guarantee to be submitted by the contractor/supplier under this clause shall be sent directly by the issuing bank to the Purchaser under Registered Post AD. In exceptional cases, when the BGs are submitted by the contractors/suppliers, etc. through themselves (and not directly by the issuing bank) under Registered Post AD. The BG issuing Bank Branch should immediately send under Registered Post AD an unstamped duplicate copy of the Bank Guarantee directly to the Purchaser with a covering letter to enable Railways to compare it with the original BG and to confirm that the submitted BG is in order.

14.0 DEDUCTIONS:

- 14.1 Payment as in clause 13.1 and 13.2 above shall be subject to deduction of any amounts for which the contractor is liable under the contract against this tender or any other contract in respect of which the President of India is the Purchaser.

15.0 PAYMENT PROCEDURE :

- 15.1 Payment to foreign suppliers will be arranged through normal banking channels except where payment through Letter of Credit has been stipulated in the contract. In case of payment through Letter of Credit, all charges levied by the foreign Banks shall be borne by the supplier. All bidders shall submit details of the bank account particulars along with their offers in the format given at Annexure-13.

15.2 Payment to Indian Contractors shall be made against bills through the Real Time Gross Settlement (RTGS) system prevailing among all Nationalised/ Scheduled Commercial Banks in India. All bidders shall submit details of the bank account particulars along with their offers in the format given at Annexure-13.

16.0 SHIPPING ARRANGEMENTS:

16.1 In the event of an order being placed on FOB basis, shipping arrangements shall be made by the Ministry. Of Shipping and Transport Chartering Wing, New Delhi, INDIA, in accordance with the details given in the Annexure-7 & 8.

16.2 In the event of an order being placed on CFR basis, Railways will prefer shipment through the vessels of Shipping Corporation of India., through the agencies listed at Annexure-7.

16.3 The Contractor shall give adequate notice if not less than 6 (six) weeks in advance to the forwarding Agents/Nominees about the readiness of the cargo from time to time for finalizing the shipping arrangements.

17.0 PACKING:

17.1 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 the actual use: It is, therefore, imperative that packing for every item is decided by taking into consideration, inter-alia, the above vital factors, so as to eliminate damage/deterioration of items in transit/transshipment/handling during storage.

17.2 The specification of the packing proposed shall be indicated in the offer. The size and weight of each package shall also be indicated.

17.3 The packing advices should bring out the weight, dimensions and size of each bundle/package. Where it is not possible to bring out the weight of the bundle/packages, the contractor must indicate the volume of each bundle/package, the number of pieces per bundle/package, number of bundles/ packages, and total weight of the items supplied.

17.4 Where the materials are shipped in bundles/packages, the pieces in each bundle/package should be of uniform sizes to facilitate quick acceptance and payment. The number of pieces in each bundle/ package should also be the same.

17.5 In this respect Clause No.13 of General conditions of contract (Section. II) may also be referred.

18.0 IMPORT LICENCE (In case of Indigenous Bidders) :

18.1 Wherever applicable the successful Bidder will have to apply to the proper Government Authority for grant of requisite Import License (if any), for such items/components as required within 14 (Fourteen) days of the receipt of the advance letter of acceptance/telegraphic/FAX acceptance. The purchaser will have no responsibility in this regard.

18.2 Foreign exchange needed for import of items/components and import license, wherever necessary shall be arranged by the successful bidder himself.

19.0 ACCEPTANCE OF TENDER:

19.1 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.

19.2 The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the purchaser.

19.2.1 In the case of pre-decided split ordering, Railway may decide in advance to have more than one source of supply on account of delivery requirement in tender, past performance and capability of bidders, quantity under procurement and vital/safety nature of items.

Following provisions shall be applicable in all such cases of pre-decided split ordering:

- (a) The purchaser reserves the right to distribute the procurable quantity on one or more than one of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of the purchaser. The zone of consideration will be a dynamic mix of inter-se position of firms, supply performance of the firms, quantity being procured, criticality of and lead time of supply of the item, number of established suppliers, their capacity etc
- (b) Whenever such splitting of the procurable quantity is made, the quantity distribution will depend (in an inverse manner) upon the differential of rates quoted by the tenderers (other aspects, i.e., adequate capacity-cum-capability, satisfactory past performance of the tenderers, outstanding order load for the Railway making the procurement, quoted delivery schedule vis-a-vis the delivery schedule incorporated in the tender enquiry, etc. being same/similar) in the manner detailed in the table below:

Price differential between L1 and L2	Quantity distribution ratio between L1 and L2
Upto 3%	60 : 40
More than 3% and upto 5%	65 : 35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, TC/TAA shall decide

In the phrase 'differential rates quoted by the tenderers', the quoted rate would mean:

- (i) when no price negotiation has been called for the original rates as obtained at the time of tender opening. However, the rate of the highest eligible tenderer within the zone of consideration has to be per-se reasonable.
- (ii) When price negotiation has been called for, the reference, L1 rate of assessment of ratio will be the original rate L1 firm (suitable for bulk quantity)- say firm "A"- as obtained at the time of tender opening.

- (c) (i) If splitting of quantity is required to be done by ordering on tenderers higher than the L2 tenderer, then the quantity distribution proportion amongst the tenderers will be decided by transparent/ logical/ equity based extrapolation of model as indicated in the above para.
- (c) (ii) There could be situation when between the lowest firm considered suitable for bulk quantity (L1 firm "A") and another firm considered suitable for bulk quantity order, there are firms who are considered suitable only for part quantity. For example, say L1 firm "A" is Part-I firm, L4 is Part-I firm (and both considered suitable for bulk quantity order) and splitting is to be done between these two Part-I firms. But there are two Part-II firms in between who are suitable for part quantity, In such cases, L1 should be given its proportion based on its rate differential with respect to L4, (say by this, L1 gets 65% of NPQ). The balance quantity (say 35% of NPQ) is to be distributed among other firms. The balance quantity is to be distributed among as follows:
 - (1) allocate the Part-II L2 and Part-II L3 within the overall ceiling of 15%/25% (of 35% of NPQ).
 - (2) allocate the balance quantity to L4 firm.

19.2.2 For cases where Railways/Production Units had entered into TOT/JV agreements, Railways reserve the right to place orders on all such TOT/JV agreement partners. However, for ratio/proportion of quantity distribution among such agreement partners, conditions as detailed in Para 19.2.1 (b) above shall apply with the exception that the aspect of "per-se reasonability" will not be applicable.

19.2.3 In the cases of inadequate capacity-cum-capability, dis-satisfactory past performance, large quantity of outstanding orders (liquidation of which will take a very long time) etc., the purchaser shall have the right to distribute the procurable quantity amongst tenderers with due consideration to these constraints and in such a manner that would ensure timely supply of materials in requisite quantity to meet the need of operation, maintenance, safety etc of the Railways, regardless of inter-se ranking of the tenderers and in a fair and transparent manner with due conformity to the principle of natural justice and equity.

19.3 COMMUNICATION OF ACCEPTANCE:

- (i) Acceptance of tender / Letter of Acceptance will be communicated by FAX, direct to the tenderer or through his authorised agent. In case where acceptance of tender/Letter of Acceptance is sent by FAX, the formal purchase order will be forwarded to the contractor as soon as possible by registered post/speed post, but communication of acceptance of tender/Letter of Acceptance sent through FAX would deem to conclude the contract.
- (ii) **Communication by Post:** In case of communication by RWF is sent under Registered Post Acknowledgment Due/Speed Post or other means of recorded delivery through Department of Posts, such communication shall be deemed to have been delivered on the same date of recorded delivery.

- (iii) **Communication by Fax:** All communication of letters/replies by the contractor through Fax and bid acceptance/Purchase Orders/Amendments to Purchase Orders/Letters sent by RWF, on any date shall be deemed to have been delivered on the same date of communication. Such Fax communications shall necessarily be followed by signed original copy by Post/Speed Post.

20.0 EFFECTS AND VALIDITY OF OFFER:

- 20.1 The submission of any offer connected with the Bid Invitation, tendered specifications and these documents shall constitute an agreement that the 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 accept or reject any offer or offers at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Purchaser.
- 20.2 Bidders must keep their offer valid for acceptance for a period of 180(one hundred eighty) days from the date of opening of bids/tenders. The Purchaser may solicit the Bidder's consent to an extension of the period of bid validity. The request and the response thereto shall be made in writing including by FAX. If the Bidder agrees to the extension request, the validity of bid guarantee provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid guarantee. A Bidder granting the request will not be required or permitted to modify his tender.
- 20.3 Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award is made by the Purchaser to the Bidder. While the offers are under consideration, Bidders and/or their agents or other interested parties are advised to refrain from contacting the Purchaser by any means. If necessary, the Purchaser may obtain clarifications on the offers by requesting for such information from any or all the Bidders in writing. Bidders will not be permitted to change the substance of their offers after the offers have been opened.

21.0 SPARE PARTS/ COMPONENTS :

- 21.1 Where required, the Bidder should quote, apart from main equipment, separately for the mandatory spares/components as well as for recommended spares / components required for two years of operation. The rates for such of the items of spares/components should be indicated on FOB basis in the case of foreign offers and on FOR destination basis in the case of indigenous offers with complete break-up as indicated in the offer form. The Purchaser reserves the right to order any or all the spares/components as quoted for any quantity considered reasonable by the Purchaser at the prices quoted by the Bidder and on the terms and conditions quoted for the main equipment. The responsibility of the Bidder under the Warranty Clause will not be diluted in any way on this account.

22.0 GENERAL:

- 22.1 The Bidders must ensure that the conditions laid down for submission of offers detailed in the preceding paras, are completely and correctly fulfilled. Bids, which are not complete in all respects as stipulated above, may be summarily rejected.

23.0 LAST DATE OF RECEIPT OF THE TENDERS AND OPENING OF TENDERS:

- 23.1 The offers complete in all respects should reach the Controller of Stores, Rail Wheel Factory, Indian Railways, Yelahanka, Bengaluru-560064, INDIA not later than 14:15 Hrs. Indian Standard Time (IST) on the date specified in the "Schedule of Requirements".
- 23.2 The tenders received shall be opened in the presence of such of the Bidders or their agent who may like to be present at 14:30 Hrs. Indian Standard Time (IST) on the date specified in the "Schedule of Requirements" and the names of Bidders and the rates tendered by them will be read out.
- 23.3 The Bidders or their agent desiring to attend the opening of tender must bring with them an authority letter on the letterhead of the Bidder or their Indian agent (as the case may be) duly signed by appropriate authority to attend the tender opening, failing which they will not be allowed to attend the opening of the tenders at RWF.

24.0 CHECKLIST:

- 24.1 For Bidder's guidance in submitting complete offers, two Check lists have been enclosed at Part II Section V which must be filled in and furnished with the bid. The Bidders must fill these Check Lists and submit along with the offers. An incomplete offer is liable to be rejected.
- 24.2 Wherever an Indian Agent is quoting on behalf of his foreign Principal, is also required to fill up the checklists and submit along with the bid.

25.0 CLARIFICATION:

In case of any contradiction in the terms and condition appearing in General Conditions of Contract and Special Conditions specified in the tender documents, the latter shall prevail.

26.0. CARTEL FORMATION:

- 26.1 Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, Railway reserves the right to place order on one or more firms with exclusion of the rest without assigning any reasons thereof.
- 26.2 Firms are expected to quote for quantity not less than 50% of tendered quantity. Offers for a quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case cartel formation is suspected. Purchasers, however, reserve the right to place order on one or more firms for any quantity.
- 26.3 The firms who quote in cartel are warned that their names may be deleted from list of approved Source. In addition, Railways will refer such cases to the Competition Commission of India for necessary penal action as it is considered necessary by the commission.

27.0. COUNTER OFFERS:

- 27.1 Though the rates without any conditions attached will only be considered for evaluation purpose, this does not preclude the purchaser from making counter offer for rates of any of the discounted offers.
- 27.2 The Purchaser reserves the right to counter offer to the lowest technically cleared / approved source for supply of bulk quantity at an acceptable price. After acceptance of the counter offer by the lowest suitable tenderer (L1), further counter offer to L2, L3 will be given if quantity is distributed. Purchaser also reserves the right to counter offer the lowest acceptable rate for bulk ordering to higher tenderer(s). In the event of rejection of such counter offer (s) the purchaser reserves the right to decide on the quantity distribution ratio / proportion.

28.0. NEGOTIATION:

- 28.1 Selection of contractors by negotiation is an exception rather than a rule and will be resorted to only in exceptional circumstances as per instructions of the Ministry of Railways issued from time to time. Therefore, tenderers in their own interest should quote the most competitive rates at the first instance itself while responding to the tenders.
- 28.2 In case it is decided to call for negotiations, the negotiations will be held only with the lowest acceptable tenderer (L-1) whose bid is technically approved / cleared and eligible for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate.
- 28.3 In the event of conducting negotiation, the tenderer with whom the negotiation is to be conducted, shall be informed of the parameters of their original offer on which revision(s) is/are solicited. It shall be noted by the tenderer that at the time of submission of negotiated offer, any variation in the negotiated offer by the tenderer on such aspects of offer on which the revision was not solicited during negotiation, will render the negotiated offer unfit for consideration.

**CONTROLLER OF STORES/RAIL WHEEL FACTORY
INDIAN RAILWAYS,
YELAHANKA ,BENGALURU-560 064
KARNATAKA, INDIA.**

PART· II
SECTION·II
GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS:

- 1.1 Throughout these conditions and in the specifications, the terms: •
- (i) "The Purchaser" means the President of India, acting through the Controller of Stores, Rail Wheel Factory, Ministry of Railways, Yelahanka, Bengaluru -560 064, Karnataka, INDIA and includes his successors and assignees.
 - (ii) "Purchase Officer " means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the purchaser.
 - (iii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof.
 - (iv) "Site" means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose.
 - (v) "Stores" means the goods specified in the contract, which the contractor has agreed to supply under the contract.
 - (vi) "Material" means anything used in the manufacture or fabrication of the stores.
 - (vii) Particulars include
 - (a) Specifications.
 - (b) Drawings.
 - (c) "Proprietary mark" or "brand" means the mark of brand of a product, which is owned by an industrial firm.
 - (d) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract.
 - (viii) "The Inspecting Officer" means the person, firm or department nominated by the Purchaser to inspect the stores on his behalf and the deputies of the Inspecting Officer so nominated.
 - (ix) "The Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
 - (x) "Contract" means and includes the bid invitation, schedule of requirements, special conditions of tender, instructions to Bidders, general conditions of contract, acceptance of tender including advance acceptance of tender, special conditions of contract, particulars and other conditions specified in the acceptance of tender, the agreement entered into between the Purchaser and the Contractor including all attachments and appendices thereto and all documents incorporated by reference therein and also includes a repeat order, which has been accepted or acted upon by the Contractor and a formal agreement, if executed.

- (xi) "Consignee" means where the stores are required by the acceptance of tender to be dispatched by rail, road, air or steamer, the person specified in the Acceptance of Tender to whom they are to be delivered at the destination, where the stores are required by the acceptance of tender to be delivered to a person as an interim consignee for the purpose of dispatch to another person such other persons and in any other case the person to whom the stores are required by the acceptance of tender to be delivered in the manner therein specified.
- (xii) "Letter of Acceptance" means communication to the Bidder regarding acceptance of his offer.
- (xiii) "Government" means the Central Government or a State Government as the case may be.
- (xiv) "Unit" means the accountal unit of the item tendered.
- (xv) "Quantity" means the quantity tendered.

1.2 "Parties" The parties to the contract are the Contractor and the Purchaser.

1.2.1 **Authority of person signing the Contract on behalf of the Contractor:** -

A person signing the tender or any other document in respect of the contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has the authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorise the making of a purchase of the stores at the risk and cost of such person and hold such person liable to the Purchaser for all costs and damages arising from the cancellation of the contract including any loss which the Purchaser may sustain on account of such purchase.

1.2.2 Address of the Contractor and notices and communication on behalf of the Purchaser:

- (i) For all purposes of the contract, including arbitration there under, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgment due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
- (ii) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

1.3 Words in the singular includes the plural and vice-versa.

1.4 Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.

1.5 The heading of these conditions shall not affect the interpretation or construction thereof.

2.0 EXECUTION:

- 2.1 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 deputies, shall have full power, at every stage of progress, to inspect the stores at such times as he may deem fit and to reject any of the stores, which he may disapprove, and his decision thereon, and on any question of the true intent and meaning of the specification shall be final and conclusive.
- 2.2 Any variation or amendment of the contract shall not be binding on the Purchaser unless and until the same is duly endorsed on the contract or incorporated in a formal instrument or in exchange of letters and signed by the parties.

3.0 RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING CONTRACT:

3.1 RISK IN THE STORES :-

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

3.2 CONSIGNEE'S RIGHT OF REJECTION:

- (i) Notwithstanding any approval which the Inspector may have given in respect of the Stores or any materials or other particulars or the work or workmanship involved in the performance of the contract whether with or without any test carried out by the Contractor or the Inspector or under the direction of the Inspector and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion of consignment thereof within 90 (Ninety) days after actual delivery thereof to him at the place or destination specified in the schedule, if such stores or part/portion of consignment thereof is not in all respect 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 how-so-ever.
- (ii) Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the stores shall be at the purchaser's risk after their delivery to the interim consignee

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

- (iii) The provisions contained in the Clause-23 of General Conditions of Contract relating to the removal of stores rejected by the Inspector shall, mutatis mutandis, apply to stores rejected by the consignee as herein provided.

4.0 INDEMNITY:

- 4.1 The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said stores for infringement of any right protected by patent, registered design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent, registered design or 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.

5.0 PRICES:

- 5.1 The prices stated are to include all costs of stamping, painting, marking, protection or preservation of the stores and any claim what-so-ever that may arise from the 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 and 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 trade mark and the contractor shall indemnify the Purchaser against all claims in respect of the same.

6.0 TRANSFER AND SUBLETTING:

- 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 persons, whatever is in this contract, or any part thereof without the previous written permission of the purchaser or his nominee.

7.0 DRAWINGS/SPECIFICATIONS:

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

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

8.0 ALTERATIONS:

- 8.1 The Purchaser or his nominee may require such alteration to be made on the equipment/stores 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.

9.0 PROGRESS REPORT:

- 9.1 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 right of the Purchaser in any manner.

10.0 DELIVERY · INVOICES AND FREIGHT:

10.1 EXISTING: DELIVERY:

- (i) The stores shall be delivered by the Contractor free on board on such vessels in such port or ports named in the contract as the Purchaser or his nominee may require.
- (ii) Freight forwarder for the conveyance of the stores or any part thereof will be engaged by the Purchaser or his nominee, who will give due notice to the Contractor when on board or what vessels they or such part thereof are to be delivered. Should the stores or any part thereof be not delivered within 7 (Seven) days of the receipt of such notice by the Contractor, the Contractor will be liable for all payments and expenses that the Purchaser may incur or be put to, by reason of such non delivery including dead and extra freight demurrage of vessels and any other charges incurred by the Purchaser what-so-ever.
- (iii) The insurance for the goods shall be arranged by the Purchaser on all risk open cover policy. The supplier shall advise the consignment / shipping details directly to the insurance company named in the contract under advice to the purchaser along with all necessary despatch documents such as original invoice, Advice Notices, Packing accounts, inspection certificates and any other documents that may be required by the Purchaser / specified in the contract.

10.2 DELIVERY ON C.F.R.:

- (i) Wherever the contract is concluded on CFR basis, the stores shall be delivered free of expense to the purchaser on board on such vessels for ocean transportation to such port or ports named in the contract as the Purchaser or his nominee may require, including all charges for unloading/handling etc at the said destination port. Railways will prefer shipment through the vessels of Shipping Corporation of India, through the agencies listed at Annexure-7.
- (ii) The insurance for the goods shall be arranged by Purchaser on all risk open cover policy. The supplier shall advise the consignment / shipping details directly to the insurance company named in the contract under advice to the purchaser along with all necessary despatch documents such as original invoice, Advice Notices, Packing accounts, inspection certificates, original freight invoice/freight bill issued by the carrier, etc., and any other documents that may be required by the Purchaser / specified in the contract.
- (iii) The freight charges payable by the Purchaser will not exceed the amount indicated in the contract or the amount indicated in the original freight bill issued by the carrier, whichever is less.

11.0 CUSTOMS DRAWBACK:

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

12.0 MARKING:

- 12.1 The marking of all goods supplied shall comply with the requirement of the Indian Acts relating to merchandise marks or any amendment thereof and for the rules made there under.
- 12.2 In addition, the following marking of the materials is to be complied with by the Contractor:
 - (i) The following particulars should be stencilled in letters of not less than 25mm (Twenty five) height with indelible paint on all the materials/packages;
 - (a) Contract number and date.
 - (b) Suppliers/manufacturer's name.
 - (c) Brief description of stores
 - (d) SI. No. of packages.
 - (e) Port consignee
 - (f) Ultimate consignee.
 - (g) Gross and net weight of consignment (in metric unit).
 - (h) Over all dimensions (in metric unit).
 - (i) Special instructions, if any, for handling at Port, such as Delicate/Do Not Drop Fragile/This Side Up/etc.
 - (ii) The marking as 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.

- (iii) The three edges forming anyone of the top comers 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:

The contractor shall be responsible for the stores being sufficiently and properly packed at his own cost so as to ensure their being free from any loss damage or injury on arrival at their destination. Where materials are to be supplied in bundles, the gross weight should not exceed 1.9 (One point nine) metric tonne per bundle for shipments to Indian Ports. In addition, the following shall be complied with by the Contractor.

- (i) Standard seaworthy packing shall be adopted to eliminate damage to the store during transit and the packing shall be suitable for handling by forklifts and cranes using slings.
- (ii) 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.

14.0 SUPPLY OF DRAWINGS, TRACINGS AND SPECIFICATIONS :

Any drawings, tracings or specifications specified shall, unless otherwise directed, be furnished by the Contractor with the first consignment of the equipment/stores to which they relate and no payment whatsoever will be made until such drawings, tracings or specifications have been furnished to the satisfaction of the Purchaser.

15.0 CORRUPT PRACTICES, GIFTS AND PAYMENT OF COMMISSION:

- 15.1 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 as is provided in case of cancellation under clause Default and Risk Purchase (given at Clause no.18 below) and the Purchaser shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question of 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:

- 16.1 The stores shall be delivered or despatched not later than the dates specified in the contract. The time for and the date specified in the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.

- 16.2 The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the contract, notwithstanding that transport of the stores, is controlled by or under the orders of the Government.
- 16.3 Notwithstanding any inspection and approval by the inspecting Officer on the Contractor's premises, property in the stores shall not pass on to the Purchaser until the stores have been received, inspected and accepted by the Consignee.
- 16.4 No stores shall be deliverable to the consignee on Sundays and public holidays without the written permission of the consignee.

16.5 DATE OF DELIVERY:

In case the contract is concluded on FOB basis/CFR basis, the date of Bill of Lading at the Consignor port shall be reckoned as the date of delivery.

- 16.6 Any additional expenditure incurred by the purchaser on customs duty, freight charges, variation in exchange rate during extended delivery schedule shall be borne by the contractor.

17.0 LIQUIDATED DAMAGES:

- 17.1 In the event of the Contractor's failure to have stores ready for delivery by the time or times 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% (Two percent) of the price 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 a limit of 10%(Ten percent) of the value of the quantity delivered after the original delivery period, provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part as may consider reasonable of his claim for such loss or damages as aforesaid.

18.0 DEFAULT AND RISK PURCHASE:

- 18.1 Should the Contractor fail to have the stores ready for delivery by the time or times agreed upon as aforesaid, or should the Contractor in any manner 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, Rail Wheel Factory, Ministry of Railways, Yelahanka, Bengaluru- 560064, India to declare the contract at an end at the risk and cost of the Contractor. In such a case, the Contractor shall be liable to pay for any liquidated damages for delay as provided above and for any expenses, losses, or damages which the Purchaser may be put to incur or sustain by reason of or in concession with the Contractor's default.

- 18.2 The cancellation of the contract may be either for whole or part of the contract at the Purchaser's option. In the event of the Purchaser terminating the contract in whole or in part, he may procure upon such terms and in 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 cost for such similar supplies/or services, provided that the Contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause.
- 18.3 In the event of risk purchase being made against the contract, the Contractor will be liable to pay to the Purchaser extra expenditure incurred in procuring the same or similar stores and/or equipment, i.e., the difference between the rate quoted by the lowest acceptable Bidder against the tender and that at which the risk purchase contract is concluded, provided it is done within 9 (nine) months from the date of breach of the contract.

19.0 EXPORT LICENCE:

- 19.1 If required, the Contractor shall apply to the appropriate Government Authority of the exporting country for the grant of the requisite Export Licence and it will be the sole responsibility of the Contractor to obtain licence in time.

20.0 PERFORMANCE GUARANTEE BOND:

- 20.1 The Contractor shall furnish Performance Guarantee Bond in the proforma attached (Annexure-10) from a Nationalised Bank or Scheduled Commercial Foreign Bank branch operating in India governed by Reserve Bank of India guidelines of foreign bank duly countersigned by a Nationalised Indian Bank, after Letter of Acceptance is issued by the purchaser, within 15 (fifteen) days from the date of receipt of the Letter of Acceptance (LOA) or the execution of the contract whichever is earlier, for an amount equivalent to 10% (ten percent) of the value of the contract in the same currency of the contract. The expenses to be incurred for the counter signature of a Nationalized Indian Bank shall be borne by the Contractor.
- 20.2 In case furnishing of an acceptable Performance Guarantee (PG) Bond is delayed by the contractor beyond the period provided above and Bond is accepted by the Purchaser, liquidated damages, as provided in Clause-17 for the period of delay in submission of the Bond, may be levied. The PG Bond will be submitted through the issuing Bank directly to the Purchaser.
- 20.3 The Performance Guarantee Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment into all respects of the contract i.e. till satisfactory performance of the contract and shall in the first instance be valid up to 12 (twelve) months after the date of last shipment/delivery of the goods contract 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 6 (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 30 (thirty) days before the date of expiry of the-Performance Guarantee Bond on each occasion. The Bank

Guarantee to be submitted by the contractor/supplier under this clause shall be sent directly by the issuing bank to the Purchaser under Registered Post Acknowledgment Due. In exceptional cases, when the BGs are submitted by the contractors/suppliers, etc. through themselves (and not directly by the issuing bank under Registered Post Acknowledgment Due), the BG issuing Bank Branch immediately should send under Registered Post AD an unstamped duplicate copy of the Bank Guarantee directly to the Purchaser with a covering letter to enable Railways to compare with the original BG and to confirm that the submitted BG is in order.

- 20.4 As and when an amendment is issued to the contract, the Contractor shall, within 15 (fifteen) days of 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 Guarantee Bond and/or any amendment thereto shall be executed on stamped paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so. The Performance Guarantee Bonds executed in India shall also be got endorsed by the Collector under Section 32 of the Indian Stamp Act 1899 for adequacy of the Stamp Duty, by the Contractor.
- 20.6 On the performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the Contractor without any interest.
- 20.7 The Purchaser shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Guarantee Bond in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment of performance in all respects of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser. The Purchaser shall also be entitled to deduct from the amount of the Performance Guarantee Bond any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract. In either of the events aforesaid to call upon the Contractor maintain the amount of the Performance Guarantee Bond at its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Purchaser shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contracts with the Purchaser.
- 20.8 The Performance Guarantee/Security Deposit shall be taken from all the suppliers subject to following exemption applicable for contracts placed for other than safety items:
- (a) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered.
 - (b) Vendors registered with the Railways upto the monetary limit of their registration for the items ordered /trade groups of the items ordered or vendors on the approved list of RDSO (Research Design and Standards Organisation) / Production units/ CORE (Central Organisation for Railway Electrification) / Indian Railway etc., for those specific items for which they are on the approved list on other Railways, Govt Departments, on their specific request and on merits of the case.
 - (c) No exemption is applicable for contracts placed on unregistered/ unapproved firms or for items for which a particular firm is not registered /approved.

21.0 INSPECTION:

21.1 Inspection will be carried out by the Purchaser or his nominated agency. The cost of the inspection will be on Purchaser's account subject to other provisions herein contained. At least four weeks' prior 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 materials, 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 Contractor shall bear and pay all costs incurred thereon.
- (ii) If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the store manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases, the Contractor shall bear the cost of transport and/or carrying for such tests elsewhere. A certificate in Writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means for test and examination, shall be final.
- (iii) The Contractor shall also provide and deliver free of charge, at such places as the Purchaser or his nominee may nominate such material 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.
- (iv) The cost of any special or independent tests to be carried out by the Inspecting Officer at a place other than the Contractor's premises, will be defrayed by the Purchaser unless it is stated in the specification that it is to be paid by the Contractor. However, in the event of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample thereof which is removed to the laboratory or other places of test, being found on test to be not in conformity with the Contract or in the event of the failure of the Contractor for any reason to delivery the stores passed on test within the stipulated period, the Contractor shall, on demand, pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private person for similar work.
- (v) The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized Government or Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at the Contractor's expense in suitable packages or cases, each of which shall be sealed and marked with such mark.
- (vi) In case the firm fails to offer the materials for inspection against inspection call issue to inspecting agency or if the materials have to be re-inspected due to rejection of the material at firm's premises by inspecting agency or due to non-despatch of material within validity of inspection certificate, then the following charges shall be payable by the supplier to the inspecting agency.

- (a) **FAILURE TO OFFER THE MATERIAL FOR INSPECTION:**
 - (1) Before the visit of the inspecting engineer (IE):
50% of the inspection charges upto a maximum of Rs.11000.00 (Rupees Eleven thousands only).
 - (2) After the visit of the inspecting engineer (IE):
Twice the inspection charges payable in (i) above.
- (b) **MATERIAL HAS TO BE RE-INSPECTED DUE TO REJECTION OF MATERIAL AT FIRM'S PREMISES:**
100% inspection charge + actual test charge.
- (c) **MATERIAL HAS TO BE RE-INSPECTED DUE TO NON-DESPATCH:**
100% inspection charge + actual test charge.
- (d) Wherever testing is required to be done by the inspecting agency (eg: RITES) outside the manufacturer's premises (as per IRS conditions of contract 1303 & 1304), all testing will be done by inspecting agency (eg: RITES) either in its own lab / labs approved by it or in NABL accredited lab.

21.3 NOTIFICATION OF RESULT OF INPSECTION: 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.

21.4 CERTIFICATION OF INSPECTION AND APPROVAL:

- (i) No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.
- (ii) It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to the Government of India's Forwarding Agents and to furnish to them a certificate as under: -
"Certified that the goods offered for arranging Shipment have been duly inspected and approved by the prescribed inspecting authority in accordance with the terms of the contract. 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 submitted for inspection, to certify that they cannot be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.

- (ii) To reject any stores submitted as not being in accordance with the specifications.
- (iii) To reject the whole of the installment tendered for inspection, if after inspection of such portion thereof as may in his discretion think fit, he is satisfied that the same are unsatisfactory.
- (iv) To mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted.

22.2 The Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

23.0 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: -

- (i) Request the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 (twenty one) 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.
- (ii) Purchase or authorise 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) with notice to the Contractor, at his risk and cost and without affecting the Contractor's liability as regards the supply of any further installment due under the contract, or
- (iii) Cancel the contract and Purchase or authorise the purchase of the stores or others of a similar description (when stores exactly complying with 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 under sub-clause (ii) above or this sub-clause, the provisions of Clause-18 of the General Conditions of Contract shall apply as far as applicable.

23.2 Where, under a contract, the price payable is fixed on F.O.B. port of export or C.F.R basis, 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, insurance charges and all other expenses incurred by the Purchaser in this respect.

23.3. REJECTED STORES:

On rejection of any stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost, subject to conditions herein stipulated, within 14 (fourteen) days of the date of intimation of such rejection. If the communication concerned 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 to reach the contractor provided that the Inspector may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours (forty eight) of the receipt of such communication and the decision of the Inspector in this regard shall be final in all respects, provided further that where the price or part thereof has been paid, the consignee shall be 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.

- 23.4 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 as 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.

24.0 ACCEPTANCE OF STORES DESPATCHED AFTER 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-21 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:

- (i) 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.
- (ii) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax, Freight Charges, foreign exchange variations or on any account of any other tax or duty leviable in respect of the stores specified in the contract, which takes place after the date of delivery period stipulated in the said Acceptance of tender shall be admissible on such of the said stores as are delivered after said date.
- (iii) 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.

(iv) 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 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 despatch the stores till such time an extension in terms of clause 24.1 above is granted by the Purchaser. If the stores are despatched by the Contractor before an extension letter as aforesaid is issued by the Purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to be subject to the conditions mentioned in Clause-24.1 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 chooses to grant an extension of the delivery period, the same would be subject to conditions (i) to (iv) mentioned in clause 24.1 above.

25.0 WARRANTY CLAUSE:

25.1 The Contractor hereby covenants that it is a condition of the contract that, all goods/stores/article furnished to the Purchaser under this contract shall be brand new, of the highest grade, free of defects and faults and of the best materials, quality, manufacture and workmanship throughout and consistent with the established and generally accepted standards for materials of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

25.2 The contractor also guarantees that the said goods/ stores/ articles would continue to conform to the description and quality as aforesaid, for a period of 30 (thirty) months after their delivery or 24 (twenty four) months from the date of placement in service whichever shall be later, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment there for made by the purchaser.

25.3 If during the aforesaid period, the said goods/stores/ articles be discovered not to conform to the description/specification and quality aforesaid or have deteriorated, otherwise that by fair wear and tear and the decision of the Purchaser in that behalf being final and conclusive, then the Purchaser will be entitled to reject the said goods/stores/articles or such portions thereof as may be discovered not to conform to the said description/specification or quality. On such rejection, the goods/stores/articles will be at the Contractor's risk.

25.4 If the Contractor so desires, the rejected goods may be taken over by him or his agents for disposal in such manner as he may deem fit within a period of 3 (three) months from the date of such rejection. At the expiry of the period no claim whatsoever shall lie against the Purchaser in respect of the said goods/stores/articles, which may be disposed of by the Purchaser in such manner as he thinks fit. Without prejudice to the generality of the foregoing, all the provisions in the General Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' and Clause 18 above shall apply.

25.5 The Contractor shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost at ultimate destination or at the option of the Purchaser. The Contractor shall pay to the Purchaser, the value thereof at the contract price and such other expenditure and damage as may arise by reason of the breach of the conditions herein before specified. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.

25.6 HANDLING REJECTION OF PRE-INSPECTED ITEM AND WARRANTY REJECTION:

Two kinds of rejection occur in case of pre-inspected supplies made by the suppliers.

- (i) Pre-inspected material rejected by consignee at the time of receipt.
- (ii) Material rejected in warranty.

The methodology of handling the above rejections are detailed below:

25.6.1 PRE-INSPECTED MATERIAL REJECTED BY CONSIGNEE AT THE TIME OF RECEIPT:

- (a) **REJECTION ADVICE:** In case of rejection of pre-inspected goods at consignee end, the material Rejection Advice/Rejection Memo shall be sent by the consignee to all concerned i.e., the supplier, Purchase Officer, pre-inspecting agency, paying authority etc, as per the contract.
- (b) **FINANCIAL RECOVERY:** In case payment has been made to the supplier for the material, the paying authority concerned should note the Rejection Advice details in its recovery register for effecting recovery of payments made, as the case may be.
- (c) **JOINT INSPECTION:** If the supplier desires to have joint inspection, joint inspection of rejected material will be held with pre-inspecting agency and the supplier. In case of failure of either of the two parties to associate with joint inspection, the joint inspection shall be held by the consignee with whichever of the two parties comes for joint inspection. Irrespective of whether the party (ies) attend joint inspection or not, the modality of joint inspection etc will be completed within 21 (twenty one) days of communication of Rejection Advice to the supplier (in line with IRS conditions of contract Clause 703). For imported material, this time limit will be 45 (forty five) days.
- (d) Supplier may be permitted to collect the rejected goods only after the supplier has deposited the payments already made by Railway (if any) to the supplier or equivalent amount has been recovered for this purpose.
- (e) In case of replacement supply against the rejected goods, the same shall be pre-inspected by same pre-inspecting agency who passed the material earlier. In line with IRS conditions of contract Clause 703, no inspection charge will be paid by Railway to the inspection agency for the replacement supply.
- (f) However, in case of component level rejection in an pre-inspected item (which is an assembly) the replacement supply of that component will be accepted based on supplier's internal inspection certificate /guarantee certificate and final inspection by consignee.

25.6.2 MATERIAL REJECTED IN WARRANTY:

Material are rejected in warranty in the following situations:

- (a) the material rejected was issued by General Stores Depot/RWF (for stock items).
- (b) the material rejected was received by the user directly (Consignee/RWF for the Non-stock item in RWF).

25.6.2.1 The methodology of lodging warranty claims for the above is given below:

- (a) WARRANTY CLAIMS FOR SL NO. 25.6.2(a) : for warranty failure in shop for material (stock items) issued from General Stores Depot/RWF:

All warranty claims will be lodged by the Depot Officer after getting the warranty rejected material from user, under advice note or return stores with reasons of warranty rejection indicated therein. Before lodging the warranty claim the Depot Officer will satisfy himself about the correctness of PO and ensure that other details including reason (s) of warranty rejections are available with the advice note of return stores. The warranty claim will be processed following the procedure indicated in sub para 25.6.1 (a), (b), (c) & (d) above except for the following changes:

The rejection advice mentioned in Para 25.6.1(a) will be replaced by 'Warranty Rejection Advice'.

The time for completion of the modality of joint inspection as per Para 25.6.1(c) will be 45 (forty five) days for indigenous items from the date of communication of Warranty Rejection Advice to the supplier and this time limit for imported materials is 90 (ninety) days.

- (b) WARRANTY CLAIMS FOR SL No. 25.6.2(b) above: for warranty failure in shop for material (non-stock items) received by the Consignee/RWF:

All warranty claims will be lodged by the Consignee/RWF, with copy of the claim marked to the Purchase Officer.

The Purchase Officer shall withhold Performance Warranty amount wherever submitted by the contractor either in the form of cash/Bank Guarantee. The warranty rejected material will be kept in safe custody by the consignee/end user. Before lodging the warranty claim the Consignee will satisfy himself about the correctness of PO and ensure that other details including reason (s) of warranty rejections are available on record. The warranty claim will be processed following the procedure indicated in sub para 25.6.1 (a), (b), (c) & (d) above except for the following changes:

The rejection advice mentioned in Para 25.6.1(a) will be replaced by 'Warranty Rejection Advice'.

The time for completion of the modality of joint inspection as per Para 25.6.1(c) will be 45 (forty five) days for indigenous items from the date of communication of Warranty Rejection Advice to the supplier and this time limit for imported materials is 90 (ninety) days.

25.6.2.2 **WARRANTY QUANTITY REPLACEMENT:**

The warranty quantity replacement will be accounted under Warranty Receipt Note issued by General Stores Depot/RWF for stock items or the respective Consignee/RWF for non-stock items. Financial recovery (if any made) against the warranty failure will be refunded to the supplier on warranty quantity replacement.

25.6.2.3 **INSPECTION AND REPLACEMENT SUPPLY AGAINST WARRANTY REJECTION:**

- (a) For cases of replacement supply against warranty failure falling in the category of Sl No.25.6.2.1(a):

The replacement supply shall be normally inspected by the same inspecting agency, which inspected and passed original supply. Payment of inspection charges will be borne by the supplier. Any change in inspecting authority for the warranty replacement will necessitate a formal amendment in contract.

- (b) For cases of replacement supply against warranty failure falling in the category of Sl No.25.6.2.1(b):

(i) The replacement supply shall be normally inspected by the same inspecting agency, which inspected and passed original supply. Payment of inspection charges will be borne by the supplier.

(ii) In some cases, where it may be difficult to re-use the services of inspecting agency which passed the original supply and where the consignee is not having requisite inspection facility/expertise, the replacement supply can be made by firm's own internal inspection certificate. The decision on the above will rest with the authority which raised the warranty claim as indicated in the warranty claim notice.

- (c) In case of warranty failure is of a component of an assembly supplied, the component can be accepted on firm's own Guarantee Certificate/Internal Inspection Certificate and consignee's final inspection for both the above categories under Clauses 25.6.2.1 (a) and 25.6.2.1(b).

25.6.2.4 **PLACE OF WARRANTY REPLACEMENT:**

For warranty replacement under category of Sl No. 25.6.2.1(a) and 25.6.2.1(b) above, in order to ensure correct accountal of warranty replacement, the place of warranty replacement will be General Stores Depot/RWF for stock items OR Consignee/RWF for non-stock items, which received the original supply.

- 25.6.2.5 For warranty replacement under category of Sl No. 25.6.2.1(a) above, due care will be taken by the end user that accountal of replacement supply of the rejected material etc, are properly taken care of. After settlement of warranty claim, the rejected material shall be handed over to General Stores Depot for returning to the supplier.

- 25.6.3 The rectification wherever required by the supplier, of the pre-inspected material rejected by the consignee at the time of receipt and the material rejected in warranty shall be permitted within railway premises only, after the supplier has refunded the payment (if already made by Railway) or equivalent amount has been withheld for this purpose.
- (a) However from the date of communication of Rejection Advice, the rectification activity has to be completed within 21/45 days for indigenous / imported material respectively for rejection of pre-inspected material at the time of receipt.
 - (b) For rejection of material in warranty, the rectification activity has to be completed within 45/90 days for indigenous / imported material respectively. If more time is taken beyond the above stipulations, applicable ground rent will be levied on the supplier.

26.0 ARBITRATION:

- 26.1 (a) **For Indigenous Bidders:** In the event of any question, dispute or difference arising under these Conditions or any Special Conditions of Contract or 'Instructions to Bidders' or in connection with this contract (except as to any matters the decision of which is specifically provided by these conditions or 'Instructions to Bidders' 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, Rail Wheel Factory, Ministry of Railways, Yelahanka, Bengaluru -560064, INDIA. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as railway servants had expressed views on all or any of the matters under dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.
- (b) **For Foreign Bidders:** 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 or difference shall be referred to the award of two arbitrators, one arbitrator to be nominated by the purchaser and the other to be nominated by the contractor or in the case of the said arbitrators not agreeing, then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference and in case the arbitrators cannot agree to the umpire, who may be nominated by the Chief Justice of India. The award of the arbitrators and in the event of their not agreeing of the umpire appointed by them or by the chief justice of India shall be final and binding on the parties. Subject as aforesaid, the Indian Arbitration Act, 1996, the rules thereunder and any statutory modification or re-enactment thereof, shall apply to the Arbitration proceedings under this agreement. The venue of the Arbitration in all cases shall be in India.
- 26.2 In the event of demise of the the Arbitrator(s), neglecting or refusing to act, or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

- 26.3 It is further a term of the contract that no person other than the person appointed by the authority as aforesaid should act as Arbitrator and that if for any reason that is not possible, the matter is not to be referred to arbitration at all.
- 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 Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the rules there under and any statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this clause.
- 26.7 The venue of arbitration shall be the place from which the Letter of 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 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 withheld on account of such proceedings.

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 place of performance or place of payment under the contract, the contract shall deemed 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.

28.0 HEADINGS:

- 28.1 The headings of conditions hereto shall not affect the construction thereof.

29.0 SECURITY:

- 29.1 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 1923 and any regulations framed there under.

- 29.2 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.
- 29.3 Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorize the purchase of the stores at the risk and cost of the contractor in accordance with the Clause-18 of the General Conditions of Contract. In the event of such cancellation, the stores or parts manufactured in the execution of the contract shall be taken by the Purchaser at such price as he considers fair and reasonable and the decision of the Purchaser to such price shall be final and binding on the Contractor.

31.0 BOOK EXAMINATION CLAUSE:

The Purchaser reserves the right for 'Book Examination' as follows: -

- (i) The Contractor shall whenever called upon and requiring to produce or cause to be produced for examination by any Government Officer duly authorised in that behalf, any cost or other account book of account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document and also furnish information any way relating to such transaction and procedure before the duly authorised Government Officer returns verified in such manner as may be required relating in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties).
- (ii) The Contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the Contractor's works for the purpose of examining the processes of manufacture and estimating or ascertaining the cost of production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any subsidiary or allied firm or company, the authorised Government Officer shall have 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 (i) **above.**
- (iii) 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.
- (iv) Where a contract provides for book examination clause, the Contractor or its agency is bound to allow examination of its books within a period of 60 (Sixty) days from the date the notice is received by the Contractor, or its agencies calling for the production of documents as under clause (i) above. In the event of Contractor's or his agency's 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.

32.0 INSOLVENCY AND BREACH OF CONTRACT:

The purchaser may at any time, by notice in writing summarily determine the contract without compensation to the contractor in any of the following events, that is to say:

- (i) If the contractor being an individual or if a firm, any partner, thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (ii) If the contractor being a company is wound up voluntarily or by the order of a Court or a receiver, liquidator or manager on behalf of the Debenture-holder is appointed or circumstances shall have arisen which entitle the court or Debenture-holders to appoint a receiver, liquidator or manager, or
- (iii) If the contractor commits any breach of the contract not herein specifically provided for

provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue there after to the purchaser and provided also the contractor shall be liable to pay to the Purchaser for any extra expenditure he is thereby put to and contractor shall, under no circumstances, be entitled to any given on re-purchase.

PART· II
SECTION·III

SPECIAL CONDITIONS OF CONTRACT

1.0 OPTION CLAUSE:

- 1.1 The purchaser reserves the right to increase/decrease the ordered quantities of each description of stores shown in the contract by not more than 30% at the same price, terms & conditions during the currency of the contract, i.e., at any time before expiry of the stipulated or extended delivery period.
- 1.2 The purchaser also reserves the right to vary the ordered quantity by (+) 30% at any time, till the final delivery date of the contract, by giving reasonable notice, even though the quantity ordered initially has been supplied in full before the last date of delivery period.
- 1.3 'Reasonable notice' mentioned above is only for the purpose of allowing the contractor suitable time to make necessary arrangements for the supplies and not for seeking any consent from the contractor towards exercise of the contractual option clause. A reasonable delivery schedule for the enhanced quantity will be stipulated in the relevant amendment to the contract.
- 1.4 The option clause is normally applicable to the tenders valued above Rs.75.00 lakhs, unless and otherwise specified.

2.0 FALL CLAUSE:

- 2.1 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 the stores or offer to sell stores of identical description to any persons/organization including the purchaser or any Department of Central Government or any Railway office or any Railway undertaking, as the case may be, during currency of the contract. The lower price will be applicable to supplies made after the date of coming into force of such reduction or sale or offer to sell at a reduced rate.
- 2.2 If at any time during the said period the contractor reduces the sale price, sells or offers to sell such stores to any persons, organizations including the purchaser or any Department of Central Government or any Railway office or any Railway undertaking as the case may be at a price lower than the price chargeable under the contract they 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 in force of such reduction or sale or offer of sale, shall stand correspondingly reduced.
- 2.3 The Contractor shall furnish the following certificate to the Accounts officer concerned along with each bill for payment of supplies made against the contract. "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 purchaser or any Department of Central Government or any Railway office or any Railway Undertaking as the case may be, up to the date of bill, at a price lower than the price charged to the Government under the contract.

3.0 FORCE-MAJEURE:

3.1 Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is nor foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, act of the 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 escape the liability for bad performance.

If there is delay in performance and 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.

If a force-majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 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 of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussion on either side.

3.2 There may be a force majeure situation affecting the Railways only, under which the Railways shall have equal rights to claim relief under such Force Majeure situations.

4.0 VENDOR RATING (Applicable for only STOCK ITEMS of RWF):

4.1 Vendor Rating formula: Vendor Rating is based on Quality Rating and Delivery Rating in the ratio 60:40 respectively. The formula adopted is as under:

$$\text{Vendor Rating} = (0.6 \times \text{Quality Rating}) + (0.4 \times \text{Delivery Rating})$$

- (i) Quality Rating = Quantity Accepted/(Quantity Accepted +Quantity Rejected).
- (ii) Delivery rating shall be worked out for each contract as under:

$$\text{DR} = \frac{\text{Qt} + \sum \{\text{Qd} (1-k \times \text{Td}/\text{T})\}}{\text{Q}}$$

Where Q = Quantity ordered

T = Promised delivery time

Qt = Quantity supplied in time

Qd =Quantity delayed

Td = Time delay for quantity delayed

K = Constant = 2

In the above Delivery Rating, 100 percent weightage is given for the supplies made within the delivery period and proportionate weightage as per the above formula is arrived at, for the supplies made after the delivery period.

- 4.2 Evaluation of a vendor with a view to find out overall rating shall be done based on their performance on quality and delivery against individual purchase orders and then the overall rating shall be calculated by taking the weighted average of these individual ratings for purchase orders placed during last three years subject to the condition that total number of purchase orders is not less than three.
- 4.3 Based on the cumulative vendor rating finally arrived at for each vendor as per formula given above, the vendor shall be classified into following 3 classes:
Class "A" vendor rating above 70
Class "B" Vendor rating above 40 and upto 70
Class "C" Vendor rating upto 40.
- 4.4 All vendors in a particular class stand at par with each other irrespective of their having obtained the points in the rating. While vendor evaluation and rating is to help the purchase officers and tender committees in selecting a proper vendor for placement of order, no price preference is admissible to the vendor on account of his being placed higher in the rating or classified as "A" or class "B" and so on. Class "C" Vendors shall be ignored in general, for placement of an order by recording reason specifically. Generally the cases of Class "C" Vendors will be examined by the Railways for deleting them from the approved list of suppliers, after giving them suitable show cause notice, etc., regarding their poor performance.
- 4.5 As regards Class "A" and "B" vendors are concerned, it is for purchase officer or Tender Committee whether to place order for full quantity on Class B vendor (whose rates happens to be lower) or place order for part quantity and balance on Class "A" vendor however, keeping in view the price difference and certifying the reasonability of rates etc.

**PART-II
SECTION – IV**

ANNEXURE - 1

(Please see Clause 1.2 & 8.5 of Instructions to Bidders)

This proforma is to be used only for offer of imported goods. Please see Clause 10.1 of Instructions to Bidders.

To,
The PRESIDENT OF INDIA
acting through the
CONTROLLER OF STORES
RAIL WHEEL FACTORY, INDIAN RAILWAYS
YELAHANKA, BENGALURU – 560 064, KARNATAKA, INDIA.

OFFER FORM for Tender No DATE OF OPENING Time.....
Hours

1. Wehereby certify that we are an established firm of manufacture/ authorised agents of M/s with factories at which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of Indian Railways. We hereby offer to supply the following items at the prices and within the period of delivery indicated below:

1	Item No.		
2	Description		
3	Specification		
4	Unit		
5	Quantity		
6	Price per unit exclusive of Agency Commission in the Currency / currencies of Manufacturer's country/countries or US \$	6 (a): FOB price - Port of Country of supply	6 (b): CFR price - to Chennai Seaport, India
7	Agency Commission per unit (in the currency/currencies of manufacturer's country, Manufacturers' countries or US \$		
8	Terms of Payment		

9	Delivery Period	
10	Gross weight & dimensions of package per unit	

Break-up of CFR price per unit in Sl No. 6 (b) above			
FOB price	Freight to Chennai Seaport, India	Agency Commission	Total CFR price to Chennai Seaport, India

2. We are agreeable to payment of agency commission to our agents in India in non-convertible Indian currencies. The relevant information is given below:
(To be filled in by the Bidder)
 - a. The name and address of the Agent
 - b. Service to be rendered by the agent
 - c. Amount of remuneration for the agent

3. It is hereby certified that we have understood the instructions to Bidders and also the general and special conditions of contract attached to the tender and have thoroughly examined specifications, drawings and /or pattern, quoted in the schedule of requirement and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the general and special conditions of contract and other conditions of the tender in accordance with the tender document, if the contract is awarded to us.

4. We hereby offer to supply the stores detailed above or such portions thereof as you may specify in the acceptance of the tender of the price quoted and agree to hold this offer open for acceptance for a period of 180 (One hundred and eighty) days from the date of opening of tender. We shall be bound by the communication of acceptance despatched within the prescribed time.

5. Earnest money/bid guarantee for an amount equal to is enclosed in form specified in Clause 7 of Instructions to Bidders.

Dated:

NOTE :

1. The Bidders may prepare their own offer forms as per this proforma.
2. No change in Proforma is permissible.
3. No erasures or alterations in the text of the offer are permitted. Any corrections made in the offer shall be attested by the Bidder (CORRECTD FROM “shall be initialed by the Bidder”)
4. Please refer Clause 4 of the instructions to Bidders before filling Sl No.6 (Sl nos. changed)
5. Figures in Sl No. 6 & 7 should be in both figures and words (Sl nos. changed).

Signature and Seal of Manufacturer/Bidder

PART ·II
SECTION· IV

ANNEXURE - 2

(Please see clause-1.2, 8.5 & 10.2 of Instructions to Bidders)

This Proforma is to be used only for offers of indigenous goods. Please see Clause 10.2 of Instructions to Bidders

To,
The PRESIDENT OF INDIA
acting through the
CONTROLLER OF STORES
RAIL WHEEL FACTORY, INDIAN RAILWAYS
YELAHANKA, BENGALURU – 560 064, KARNATAKA, INDIA.

OFFER FORM for Tender No DATE OF OPENING Time..... Hours

1. Wehereby certify that we are established firm of manufacture with factories at which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of Indian Railways. We hereby offer to supply the following items at the prices and within the period of delivery indicated below:

Sl No.	Particulars	Details
1	Item No	
2	Description	
3	Specification	
4	Unit	
5	Quantity	
6	Price per Unit	Rs..... [Break-up of price in (in Indian Rs.) to be given as per TABLE-1]
7	Total value of offer (in Indian Rs.)	
8	Terms of Payment	
9	Delivery Period	
10	Gross Weight and dimensions of package per unit	

Break-up of price for SL No: - 6 (in Indian Rupees)		
TABLE - 1		
Sl No.	Particulars	Details
(a)	Ex-Factory price	Rs..... [Break-up of price in (in Indian Rs.) to be given as per TABLE-2]
(b)	Packing	
(c)	Excise Duty	
(d)	Sales Tax	
(e)	Forwarding	
(f)	Other levies if any	
(g)	FOR station of despatch price	
(h)	Freight to destination	
(i)	Insurance charges (If any)	
(j)	F.O.R. Destination price	
(k)	Total (in Indian Rs.)	

Break-up of Ex-Factory price given in TABLE-1 (a) (in Indian Rupees)								
TABLE - 2								
CIF value of imported equipments/ components	Duties on (a)	Other levies	Incidents	Value added components in India			Total Ex. Factory price	Country of origin from where components are imported
				(a)	(b)	(c)		
				Stores	Labour	Overheads & others		

- It is hereby certified that we have understood the instructions to Bidders and also the general and special conditions of contract attached to the tender and have thoroughly examined specifications, drawings and /or pattern, quoted in the schedule of requirement and are thoroughly aware of the nature of stores required and our offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the general and special conditions of contract and other conditions of the tender in accordance with the tender document if the contract is awarded to us.

3. We hereby offer to supply the stores detailed above or such portions thereof as you may specify in the acceptance of the tender of the price quoted and agree to hold this offer open for acceptance for a period of 180 (one hundred eighty only) days from the date of opening of tender. We shall be bound by the communication of acceptance despatched within the prescribed time.
4. Earnest money/bid guarantee for an amount equal to amount Rs..... is enclosed in form specified in clause 7 of Instructions to Bidders.

Dated

Signature and Seal of Manufacturer/Bidder

NOTE:

1. The Bidders may prepare their own offer forms as per this proforma.
2. No change in Proforma is permissible.
3. The Tenderers should indicate whether they possess the necessary industrial licence from Government of India for manufacturing and marketing the items offered. If where a collaboration with a foreign firm for manufacturing of items offered is involved, the details of the same should be indicated.
4. No erasures or alterations in the text of the offer are permitted. Any corrections made in the offer shall be attested by the Bidder.
5. The detailed break-up of Ex. Factory price should be indicated here and if so required by the purchaser, the Bidder shall produce satisfactory proof in regard to the reasonableness of the same.
6. Foreign Exchange needed for the import of the components and import license where necessary should be arranged by the suppliers.
7. FIGURES in Sl No: 6 & 7 should be in both figures and words.
8. Bidders offering indigenous goods may also take into account in their Bids any benefits available for supplies against IDA/IBRD credit through International Competitive Bidding regarding deemed exports ascertaining from the appropriate Government Agency/Agencies.
9. In case of Indian bidders offering materials with import content, it shall be noted that no variation in the exchange rate of foreign currency is permissible for the import content. Clearance from the Ministry of External Affairs wherever necessary should be arranged by the suppliers.

**PART ·II
SECTION· IV**

ANNEXURE - 3

(Please see clause-5.2(i) of Instructions to Bidders)

PROFORMA FOR PERFORMANCE STATEMENT

Tender No DATE OF OPENING Time..... Hours

Name of the Manufacturer.....

Sl.No	Order Placed by (Full Name and Address of Purchaser)	Order No.& Date	Description and Quantity of Stores ordered	Value of Order	Date of Completion of Delivery		Remarks indicating reasons for late delivery (if any)	Has the equipment been satisfactorily commissioned and is it giving trouble free service
					(1) As per Contract	(2) Actual		
A	B	C	D	E	F	G	H	I

Date:.....

Signature and Seal of the Manufacturer/Bidder

**PART ·II
SECTION· IV**

ANNEXURE - 4

(Please see clause-5.2(ii) of Instructions to Bidders)

PROFORMA FOR INFORMATION REGARDING EQUIPMENT AND QUALITY CONTROL

(Note: All details required only for the items tendered)

Tender No DATE OF OPENING Time..... Hours

Name of the Manufacturer.....

Sl No.	Particulars	Details to be furnished by the bidder
1	Name & full address of the firm:	
2	Telephone & Fax No. Office/Factory/Works:	
3	Postal address:	
4	Location of the factory:	
5	Details of Industrial Licence(s) as per statutory regulations:	
6	Details of Plant & Machinery erected and functioning in the manufacturing plant for the manufacture of the offered item (Monographs & description pamphlets/ catalogues if available).	
7	Details of Quality Assurance Plan, raw material and process control for the manufacture of the tendered item:	
7.1	Stage wise production flow chart indicating the state inspection / final inspection of the offered item	
8	Testing facility available with the manufacturer, listing out the details of testing & measuring equipments, calibration validity, traceable standard used for in process and final inspection of the item	
8.1	The manufacturer shall submit the equipments used, test method/reference standard, acceptance criteria, sampling plan, sampling location of the item (if applicable) for the offered item for each technical characteristics/ requirements specified in the tender specification. Whether stores are tested to any standard specification. If so, copies of original test certificate should be submitted in triplicate.	

8.2	In case a manufacturer is not having in-house testing facility for either fully or partly for the complete test specified in the tender specification, it shall be clearly spelt out. If the manufacturer is availing the outside testing facility for product inspection, they shall indicate the name of such facility and its certification / accreditation if any	
9	Details and stocks of raw material held:	
10	Production capacity of item (s) quoted for, with the existing plant & machinery: (a) Normal (b) Maximum	
11	Details of staff : (a) Details of technical supervisory staff in-charge of production & quality control. (b) Skilled labour employed. (c) Unskilled labour employed. (d) Maximum No. of workers (skilled & unskilled) employed on any day during the 18 (eighteen) months preceding the date of application.	
12	Whether registered with the Directorate General of Supplies & Disposals, New Delhi, INDIA. If so, i) furnish full particulars of registration, ii) Validity of registration.	
13	Whether registered as MSE for the tendered item with any of the agencies of the Ministry of MSME, listed at Clause No.8.15(iii) under part-I, Section-II. If so, i) furnish full particulars of registration, ii) Validity of registration iii) Enclose self-attested copy of the Registration Certificate.	

Date:

Signature and Seal of the Manufacturer/Bidder:

**PART -II
SECTION-IV**

ANNEXURE - 5

(Please see clause-7 of Instructions to Bidders)

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

Ref No.....

Date.....

Bank Guarantee No. _____

**To,
THE PRESIDENT OF INDIA
Acting through the CONTROLLER OF STORES
RAIL WHEEL FACTORY, INDIAN RAILWAYS
YELAHANKA, BENGALURU - 560 064, KARNATAKA, INDIA.**

FAX: +91-080-28460367

In accordance with your invitation to Tender No..... date :.....for supply of, M/s..... hereinafter called the Bidder with the following directors on their Board of Directors/Partners of the firms: -

1.
2.
3.
4.

wish to participate in the said tender for the supply of

As a Bank Guarantee against Bid Guarantee for sum of Rs (to be indicated in words & figures) valid for 225 (two hundred and twenty five) days from..... (date of tender opening) required to be submitted by the Bidder as a condition for the participation, this Bank hereby guarantees and undertakes during the above said period of 225 (Two hundred and twenty five) days to immediately pay, on demand by the Controller of Stores, Rail Wheel Factory, Ministry of Railways, Yelahanka, Bengaluru - 560 064, INDIA, in writing the amount of Rs.....(to be indicated in figures and words) to the said Controller of Stores, Rail Wheel Factory, Ministry of Railways, Yelahanka Bengaluru-560 064,INDIA, and without any reservation and recourse, if:-

- (i) the Bidder after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the Purchaser or
- (ii) the Bidder withdraws the said bid within 180 (one hundred eighty) days after opening of bid or
- (iii) the Bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract or
- (iv) having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.

This guarantee shall be irrevocable and shall remain valid up (INDICATE DATE) .
If further extension to this guarantee is required, the same shall be extended to such required periods
on receiving instructions from M/s on whose behalf this guarantee is issued.

Date: .

Place:

Signature:

PRINTED NAME.....

SIGNATURE OF THE WITNESS:

.....

Witness Printed Name & Designation.

.....

(Bank's Common Seal)

**PART -II
SECTION- IV**

ANNEXURE - 6

(Please see Clause-8.8 of Instructions to Bidders)

PROFORMA FOR AUTHORITY FROM MANUFACTURERS

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.

Ref. No

Date

**To,
THE PRESIDENT OF INDIA,
acting through the CONTROLLER OF STORES
RAIL WHEEL FACTORY, INDIAN RAILWAYS
YELAHANKA, BENGALURU-560 064, KARNATAKA, INDIA.**

Dear Sir,

Subject: Controller of Stores, Rail Wheel Factory, Indian Railways, Yelahanka, Bengaluru -560 064,
INDIA's Global Tender No.....datedfor supply of

We an established and reputable manufacturer of
having factory/ factories atdo hereby authorise M/s
..... (Company's name, full address of the Agent with PAN number) to represent
us, to bid, negotiate and conclude the contract on our behalf with you against Tender No
.....dated..... for supply of

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

It is also certified that:

- (a) No company / firm or individual other than M/s is authorised to represent us in regard to this business against this specific tender.
- (b) Inspection by the Purchaser/nominated Inspecting Agency shall be at our manufacturing unit.
- (c) Inspected and accepted material will be directly despatched from our manufacturing premises
- (d) We stand guarantee for the material supplied and Manufacturer's Test and Guarantee Certificate will be submitted against each lot of supply.
- (e) We stand guarantee for successful execution of the contract.

Yours faithfully

(Signature, Name & Designation)
for & on behalf of M/s.....
(Name and Address of Manufacturer)

PART ·II
SECTION· IV

ANNEXURE - 7

(Please see Clause-16 of Instructions to Bidders)

**DETAILS OF SHIPPING ARRANGEMENTS OF LINER CARGOS
IN RESPECT OF F.O.B CONTRACTS FOR IMPORTS**

(Applicable for CFR contracts if shipments are arranged through Shipping Corporation of India)

- (1) Shipping arrangements will be made by the Ministry of Shipping (Chartering Wing), New Delhi (Cable :TRANSHART:NEW DELHI FAX No. +91-011-2371 8614), through their respective forwarding Agents/Nominees as mentioned below, to whom adequate notice about the readiness of cargo for shipment should be given by the Sellers from time to time at least 6 (six) weeks in advance of the required position for finalizing the shipping arrangements.

Area	Forwarding Agent/Nominees
(a) UK, North Continent Ports of Europe and Adriatic Ports	1) Schenker & Co., Hamburg, Schenker Deutschland AG Indian Subcontinent Bei den Muhern 5, 20457 Hamburg. Telefax: +49 40/ 36 135 509 E-mail: dbschenker.com/de 2) Panalpina World Transport Hamburg Panalpine Welt Transport (Deutschland) GMBH Am Genter Ufer 7, 21129 Hamburg. Fax: 49 40 23771 – 1406, E-mail:Lothar.Hacht@panalpina.com
(b) North and South America including Mexico	OPT Overseas Project Transport 1275 Valley Brook Avenue Lyodhurst, New Jersey-07071, USA. Fax: 001-201-7291625, E-mail: Afermand@optus.com
(c) Other areas	Coordination is done by: Shipping Corporation of India 'Shipping House' 245 Madam Cama Road, Mumbai – 400 021

- (2) Bill of Lading: The Bill of Lading should be drawn to indicate 'Shipper and Consignee' as under:-
 SHIPPER : The Government of India.
 CONSIGNEE : As per consignee's particulars in the contract,
 (The name and address of the Port Consignee and ultimate consignee' should both be indicated).
- (3) Two non-negotiable copies of the Bill of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping, (Chartering Wing), Parivahan Bhawan, New Delhi after the shipment of each consignment is effected.
- (4) The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

PART ·II
SECTION· IV

ANNEXURE - 8

(Please see Clause-16.1 of Instructions to Bidders)

**PROFORMA FOR INDICATING PARTICULARS OF CARGOS FOR WHICH SHIPPING SPACE IS
REQUIRED TO BE ARRANGED BY THE SHIPPING CO-ORDINATION AND CHARTERING
ORGANISATION OF THE MINISTRY OF SHIPPING**

Sl No	Details to be furnished
Name of the Supplier with telegraphic/postal address/Fax No	
Name of the Consignee with Telegraphic/Postal Address	
Description	
Quantity	
Cargo availability: Whether shipload or parcel. If consignment is a parcel, size / dimension of the parcel to be indicated.	
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	

Date:

Address of the Manufacturer/Bidder

Signature and Seal of Manufacturer/Bidder

Note:

This form should be filled in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the Shipping Co-ordination Officer (in respect of general liner cargoes), Ministry of Shipping, New Delhi, with a copy to the Controller of Stores, Rail Wheel Factory, Ministry of Railways, Yelahanka, BENGALURU--560064, KARNATAKA, INDIA as soon as possible after the relevant contract is finalised.

**PART -II
SECTION- IV**

ANNEXURE - 9

(Please see Clause-3.1, 3.2 & 8.6 Instructions to Bidders)

PROFORMA FOR STATEMENT OF DEVIATION

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

CLAUSE No	DEVIATION OFFERED	REMARKS (Including Justification)

- (2) The following are the particulars of deviations from the requirement of the Instructions to Bidders, General and Special conditions of Contract:

CLAUSE No	DEVIATION OFFERED	REMARKS (Including Justification)

Date:

Address of the Manufacturer/Bidder

Signature and Seal of Manufacturer/Bidder

Note:

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

PART ·II
SECTION· IV

ANNEXURE - 10

(Please see Clause 13 of Instructions to Tenderers and Clause-20 of General Conditions of Contract)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

1. 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 and conditions of an Agreement dated:.....made between..... and..... (herein after called "The said Agreement"). of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the Agreement, on production of a Bank Guarantee for Rs..... (to be indicated in figures and words) 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 not exceeding Rs/USD (to be indicated in figures and words) against any loss or damage caused to or suffered or would be caused to or suffered by the Government reason by 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 hereby undertake to the amounts due and 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 damage caused to or would be caused to or suffered by the Government by reason of 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 Rs./ USD..... (to be indicated in figures and words).
3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(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)/Supplier(s) shall have no claim against us for making such payment.

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

5. We(indicate the name of 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 extent time of performance by the said Contractor(s) from time-to - time or to postpone or any time for from 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 for any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect of so relieving us.
6. This Guarantee will not be discharged due to the change of the constitution to the Bank or the Contractor(s)/Supplier(s).
7. We,..... (indicate the name of bank) lastly undertake-not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Date:day of(month)..... (year).

For.....
(indicate the name of Bank)

PART -II
SECTION- IV

ANNEXURE - 11

(Please see Clause-13 (a) (iv), 13 (b) (i) & 13.2 (ii) of Instructions to Bidders)

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

To,
THE PRESIDENT OF INDIA,
Acting through the CONTROLLER OF STORES
RAIL WHEEL FACTORY, INDIAN RAILWAYS
YELAHANKA, BENGALURU-560 064, KARNATAKA, INDIA.

Sub: Guarantee Nofor(Amount) Covering equipment (s)/stores
Serial Nosupplied to..... (Consignee/s)

Ref: Contract Nodated..... placed on M/s

- 1 WHEREAS M/sone of our constituents, (hereinafter called the "Sellers") have agreed to sell to you (hereinafter referred to as the "Government").....quantity 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% (ten percent) of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a Bank Guarantee from a recognised bank, acceptable to the Purchaser for 10% (ten percent) of the value of the said contract, valid for a period covering in full the Guarantee Period as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.
3. AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf in your favour for an amount representing 10% (ten percent) of the value of The said contract which you have agreed to accept.
4. That in consideration of the promises and at the request of the said Sellers, we hereby irrevocably undertake and guarantee to pay to the Government of India or at such other place as may be determined by you forthwith on demand and without any demur, any sum up to a maximum amount of **Rs./USD.....** (to be indicated in figures and words) representing 10% (ten percent) of the value of the stores despatched under the said contract in case the seller make default in paying the said sum or make any default in the performance, observance or discharge of the guarantee contained in the said contract.
5. We agree that the decision of the Government, whether any default has occurred or has been committed by the Sellers in the performance, observance or discharge of the guarantee aforesaid shall be conclusive and binding on us.

- 6. Government shall be at liberty, from time to time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
- 7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall, be a valid discharge of our liability for payment there under and the Sellers, shall have no claim against us for making such payment.
- 8. This bank guarantee comes into force when the balance 10% (ten percent) of the value of the stores, shipped per Vesselvide Bill of Lading Nodatedor R.R NO. /LR 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. formonths counted from the date of placing the stores in service, and shall continue to be enforceable for further 6 (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.....

SIGNATURE OF THE WITNESS:

.....

Witness Printed Name & Designation.

.....

(Bank's Common Seal)

PART -II
SECTION- IV

ANNEXURE - 12

(Please see Clause-20 of General Conditions of Contract and
13 (a) (v) of Instructions to Bidders)

**PROFORMA OF COMPOSITE BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE-CUM-WARRANTY BOND**

Ref No.

Date

Bank Guarantee No

To

THE PRESIDENT OF INDIA

Acting through the CONTROLLER OF STORES

RAIL WHEEL FACTORY, INDIAN RAILWAYS

YELAHANKA ,BENGALURU -560 064, KARNATAKA, INDIA.

1. Against contract vide Advance Acceptance of the Tender NoDatedcovering supply of..... (hereinafter called the said 'contract') entered into between the President of India and (hereinafter called the 'contractor') this is to certify that at the request of the contractor we.....(Name of the Bank) are holding in trust in favour of the President of India, the amount of Rs./USD.....(write the sum in figures and words) to indemnify and keep indemnified the President of India(Government of India) against any loss or damage that may be caused to or suffered by the President of India(Government of India) by reason of any breach of the Contractor of any of the terms and conditions of the said contract and/or the performance and warranty thereof. We agree that the decision of the President of India(Govt. of India), whether any breach of any of the terms and conditions of the said contract and/or in the performance and/or warranty 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 demand and without demur to the President of India(Government of India).
2. We(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 satisfactory performance and warranty and fulfillment in all respects of the said contract by the contractor i. e. till(viz. the date up to 42 (forty two) months after the date of last shipment/delivery of the goods ordered) hereinafter called the 'said date' and that if any claim accrues or arises against us(Name of the Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us(Name of the Bank) notwithstanding the fact that the same is enforced within 5 (five) months after the said date, provided that notice of any such claim has been given to us(Name of the Bank), by the President of India(Government of India), before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the President of India (Government of India).

3. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Name of the Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the President of India(Govt. of India).
4. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payments so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.
5. We..... (Name of the Bank) further agree that the President of India(Govt. of India) shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the President of India(Govt. of India) against the said contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we (Name of the Bank), shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said contractor or for any forbearance and for omission on the part of the President of India or any indulgence by the President of India the said contractor or by any other matter or this 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: .

Place:

Signature:

PRINTED NAME.....

SIGNATURE OF THE WITNESS:

.....

Witness Printed Name & Designation.

.....

(Bank's Common Seal)

**PART -II
SECTION- IV**

ANNEXURE - 13

(Please see Clause-15.2 of Instructions to Bidders)

IFSC/RTGS/SWIFT MANDATE

I/ We..... am/are expressing my/our consent for getting my/our payment directly credited to my/our Bank Accounts towards supply of stores to RAIL WHEEL FACTORY (Ministry of Railways), Yelahanka ,Bengaluru -560064, Karnataka, India

Company's Seal & Signature of
Authorised Signatory.

Date:

Sl No	Particulars	Details to be furnished
1	Name of the Company/Supplier	
2	Vendor/Supplier's Code	
3	Postal Address: of the Supplier with contact numbers/e-mail	
4	Name of the Bank and Branch	
5	“ Address with telephone no.” replaced with Address of the Bank with Telephone No.	
6	09 digits MICR Code of the Bank for Indigenous suppliers/foreign suppliers to provide SWIFT code of the Bank	
7	IFSC/RTGS Code (11 Digits)	
8	Account No (15 Digits only for Indian Banks)	
9	Type of Account	
10	Income Tax Pan No (For Indian Suppliers)	
11	Please Attach following	1. Copy of Cancelled Cheque leaf 2. Copy of PAN Card (for Indian Suppliers)

The above account has been verified and found correct.

Signature of Authorised Signatory with date
Bank Seal and Date

PART ·II
SECTION· IV

ANNEXURE - 14

(Please see Clause-5 of Instructions to Bidders)

BIDDERS CREDENTIALS

The Tender shall be open to all qualified and established manufacturers of the type of Stores specified in the Tender and such Bidders shall provide satisfactory evidence acceptable to the Railways to show that:

- (a) He is an experienced and established supplier who undertakes to design and supply the stores tendered for and has adequate technical knowledge and practical experience in the field. The bidder should furnish adequate evidence in regard to his having designed and supplied the stores tendered for the entire satisfaction of various customers. The name and addresses of the parties to whom such stores have been supplied shall be submitted by the bidder.
- (b) He has adequate financial stability and status to meet the obligation under the contract for which he is required to submit a report from a recognised bank or financial institution
- (c) He has an established organization to ensure that there is adequate quality control at all stages of work including manufacture.
- (d) He has adequate equipment, plant and machinery to complete the work within the time schedule offered by him.
- (e) He has adequate organisational facilities for after sale service.

PART - II - SECTION - V**CHECK LISTS****CHECK LIST - I**

1	Have you purchased the Bid documents?	Yes/No
2	Have you submitted a Bid Guarantee ? (Annexure-5, Bid document Part - II)	Yes/No
3	Have you furnished Letter of Authority? (Annexure-6, Bid document Part-II)	Yes/No
4	Have you furnished a Performance Statement? (Annexure-3, Bid document Part-II)	Yes/No
5	Have you submitted the Banker's Report ? (Para 5.1 (ii) of Instructions to Bidders)	Yes/No
6	Have you furnished the statement of Equipment & Quality Control? (Annexure-4, Bid document Part-II)	Yes/No
7	Have you furnished the Clause wise comments on Technical Specification? (Para 3 of Instructions to Bidders, Section-II)	Yes/No
8	Have you included prices of all concomitant accessories in the price of machine?	Yes/No
9	Have you quoted for optional accessories and spares?	Yes/No
10	Have you furnished the statement of deviations ? (Annexure-9, Bid document Part-II)	Yes/No
11	Have you quoted in the prescribed Proforma ? (Annexure-1 or Annexure-2)	Yes/No
12	Have you quoted FOB Price separately as required ?	Yes/No
13	Have you quoted CFR Price upto Chennai Seaport, India, separately as required ?	Yes/No
14	Have you indicated the gross weight of the items /number of units / dimension of the package, that can be shipped in 20' containers?	
15	Have you quoted the delivery period correctly and precisely?	Yes/No
16	Have you kept your offer valid for 180 (One Hundred Eighty) days?	Yes/No
17	Have you quoted the rates in figures and also in words ?	Yes/No

Signature and Seal of Manufacturer/Bidder

PART - II - SECTION - V

CHECK LISTS

CHECK LIST - II

1	Have you submitted the authorisation letter authorizing your agent to quote in this tender?	Yes/No
2	Have you indicated the complete name and address of the agents and the details of the services to be rendered by the agents?	Yes/No
3	Is the agent going to render after sale service?	Yes/No
4	In case the answer to 3 is yes, confirm that the agent has necessary infrastructure and competent staff to render the same.	Yes/No
5	Have you submitted a copy of your agreement with your Indian Agents?	Yes/No
6	Manufacturer and their Authorised Indian Agents may please note that an Agent can represent only one firm in a tender and any Manufacturer can not submit two offers against a tender through different Authorised Indian Agents or one directly and one through Authorised Indian Agent. In such a situation both the offers will be rejected.	Yes/No
7	Have you indicated your Indian Agent's Income Tax permanent Account number?	Yes/No
8	Are you aware that any payment against the contract, if placed, to your Indian Agent directly by you in currency other than Indian Rupees is against the Indian Laws?	Yes/No
9	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 Manufacturer/Bidder