



GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS

Research Designs & Standards Organisation (RDSO)  
Stores Directorate  
Manak Nagar, Lucknow  
INDIA-226011

BID DOCUMENT

**Open Bid Invitation Notice No: 34/2012**

Procurement of-  
Up-gradation of Existing STAAD Pro 2005  
To  
STAAD Pro V8i or Latest version

Tender No. SP-3/039/B&S/OT/2012 Due on 04-04-2013

Bid Document consists of followings-

1. Bid Invitation notice– 02 Pages
2. Bid document part-I, Section-I consisting of “Instructions to Tenderers & General Conditions” in 33 Pages.
3. Bid document part-I, Section-II consisting of “IRS Conditions of Contract” 25 Pages.
4. Bid document part-I, Section-III consisting of “Special Condition of Tender” 02 Pages.
5. Bid document part-II, Section-I consisting of “Technical Specification including covering Pages” in 02 Pages.

**Cost of Bid Document:- Rs. 500.00**

GOVERNMENT OF INDIA: MINISTRY OF RAILWAYS  
RESEARCH DESIGNS & STANDARDS ORGANISATION  
MANAK NAGAR, LUCKNOW-226011.

**Open Bid Invitation Notice No: 34/2012**

- 1.0 Sealed tenders on **Single packet system** are invited, for and on behalf of The President of India, from established and reliable Manufacturers/ firms or through their authorised representatives, for supply of following:

Item No.	Tender Number	Description	Qty.	Cost of Bid Document (in Rs)	Earnest Money Deposit (in Rs)	Last date of submission/ opening of tender
A	B	C	D	E	F	G
1.	SP-3/039/B&S/OT/2012	Up-gradation of Existing STAAD Pro 2005 (Network License Software for 5 LAN Users)	05 Nos.	500.00	22,900.00	04.04.2013
		To STAAD Pro V8i or Latest version (Network License Software for 5 LAN Users)				
		Select Subscription of above STAAD Pro V8i or Latest version License for 03 Years.	05 Nos.			
		Training on STAAD Pro V8i or Latest version for 03 Days for a group of 6-8 Participants.	01 No.			
		Period of Warranty:-	36 Months			

- 2.0 Non-transferable Bid documents, containing detailed description, specifications, terms & conditions and scope of supply are available on payment of cost of tender as specified above under Para 1.0 column E, by a crossed Demand Draft (DD) Payable at Lucknow in favour of Executive Director/ Finance, RDSO, Lucknow, India. A request letter along with Demand draft for this should be addressed to Executive Director/Stores, RDSO, Manak Nagar, Lucknow-226011. Please indicate name and address of the bank issuing the demand draft and your account number on the request letter. No other mode of payment will be accepted for this purpose.
- 3.0 These bid documents are also available at RDSO website [www.rdsos.indianrailways.gov.in](http://www.rdsos.indianrailways.gov.in). Tenderers are advised to see RDSO website for latest updations / corrigendum, which may be uploaded before 10 days of opening of tender. In case updations / corrigendum is uploaded within 10 days of opening of tender, the date of opening of tender will be suitably extended.
- 4.0 Tenderers can download and use these documents for the purpose of submitting the bids. However, it will be responsibility of tenderer to ensure use of complete bid document available on website. These documents will be considered equally legally valid for participation in the tender process as manual documents obtained from RDSO through manual process, subject to declaration form and other details properly filled. The cost of downloaded bid documents as indicated in para 1.0 col.- E above must be submitted along with offer in the form of a demand draft (DD) payable at Lucknow in favour of Executive Director/Finance, RDSO, Lucknow, failing which offer/bid would be summarily rejected.
- 5.0 In case, bid documents are required by post, the request letter along with Demand Draft as cost of tender documents must reach this office at least 15 days before the opening date of tender, so that desired tender documents can be dispatched well in time.
- 6.0 Please note that bid documents will not be available on cash payment under any circumstances. Bid Documents can also be obtained personally between 10.30 hr to 16.00 hr on any working day till one day before tender opening date.
- 7.0 Bidders are required to furnish Earnest Money of amount specified in para 1.0 column- F above as mentioned in bid document part-I, Section-I, Clause 0400, in the form of Demand Draft/Bank Guarantee/Deposit Receipts from a nationalized bank/scheduled commercial bank valid for a period of six months plus 45 days from the date of issue, and in favour of "Executive Director/Finance, RDSO, Manak Nagar, Lucknow-226011".
- 8.0 Tenderers should keep their bids valid for 180 days from the date of opening of bid. In case of two-packet system, the validity for Financial offer will be taken 180 days from date of opening of technical offer, if nothing is mentioned in this regard by the firm.

- 9.0 Bids complete in all respect should be dropped before & upto 14.30 hr of the opening date, in the nominated tender box, placed in Stores Directorate at RDSO. Tender will be opened on the same day at 15.00 hr, in the tender opening room of stores directorate. The responsibility for dropping the tender timely & in correct box lies with the firm.
- 10.0 In case opening date/day falls on a gazetted holiday or subsequently declared as such a holiday, then the tenders will be opened on next working day at scheduled hour.
- 11.0 Bids from tenderers who have not purchased bid documents from the office of Executive Director/Stores, RDSO, Lucknow or from those who have downloaded the tender documents from RDSO website but not paid the requisite cost of tender documents, or incomplete and or late/delayed bids will be summarily rejected.

For & on behalf of President of India  
Acting through Executive Director/Stores/RDSO  
Telefax : +91 522 2451728 / 2465701

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GOVERNMENT OF INDIA

MINISTRY OF RAILWAYS

RESEARCH DESIGNS & STANDARDS ORGANISATION

**BID DOCUMENTS**  
**(Part-I)**

Advertised Indigenous Purchases  
(Open tender)

MANAK NAGAR, LUCKNOW,  
U.P. – 226 011.

[www.rdso.indianrailways.gov.in](http://www.rdso.indianrailways.gov.in)

**BID DOCUMENTS**  
**PART-I**

SECTION-I  
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## **INSTRUCTIONS TO TENDERERS AND GENERAL CONDITIONS**

### **0100. GENERAL INSTRUCTIONS**

- 0101 For & on behalf of The President of India, the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Lucknow-226011, India (hereinafter referred to as the Purchaser), invites bids from indigenous, established and reliable manufacturers or their authorised agents for the supply as set forth in the tender documents/schedule of requirement.
- 0102 Before filling up the tender form, please read the instructions to tenderers and general conditions along with annexures, special tender conditions, IRS conditions of contract and technical specifications along with drawings & annexures, if any. These documents are also available on the RDSO's website [www.rdsso.indianrailways.gov.in](http://www.rdsso.indianrailways.gov.in) under Stores tenders. The contracts and the supply will be governed by these conditions. It will be presumed that the tenderer have read and accepted all the conditions and undertake to abide by these conditions unless specifically denied / mentioned by him in his offer.
0103. The Tenderer shall indicate his compliance or otherwise against each clause and sub-clause of the tender conditions & technical specifications. The tenderer shall, for this purpose, enclose a separate statement of deviations (Annexure-6 & 7) indicating compliance or otherwise of each clause and sub-clause of tender conditions & technical specifications, which should invariably, be filled in and submitted along with the bid. Whenever the tenderer deviates from the provisions of a clause/ sub-clause, he shall furnish the detailed justification for the same in the 'Remarks' column. The Purchaser, however, reserves the right to accept or reject these deviations and his decision thereon shall be final.
0104. If the tenderer shall have any doubt as to the meaning of any portion of the conditions or of the specifications, drawings, or plans, he shall (before submitting the bid) set forth the particulars thereof and submit them to RDSO in writing, in order that any such doubt may be removed.
0105. For guidance of the tenderers, in submitting complete offers, a checklist has been enclosed as annexure 12, which must be filled in and furnished with the bid.

### **0200. SPECIFICATIONS**

Specifications other than those issued by R.D.S.O. and indicated in Bid Documents Part-II may be obtained on payment from the following:

- (i) Indian Railway Standard Specification from
  - (a) The Department of Publication, Civil Lines, Delhi-110054, India.
  - (b) Office of the High Commission of India, Publication Branch, India House, Aldwych London-WC2B 4NA
- (ii) Indian Standards Specifications from
  - The Director General, Bureau of Indian Standards, Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110 001, India.

For Specifications pertaining to RDSO, concerned directorate may be contacted. In case further details are needed indenter/consignee as per details in Bid Document may be contacted. However, the responsibility to get specification lies with prospective bidder.

### **0300. DOCUMENTS TO BE SUBMITTED BY TENDERERS**

0301. The tenderer shall provide satisfactory evidence acceptable to the Purchaser to show that -
- (a) he is a manufacturer or duly authorized by manufacturer, who regularly manufactures the item(s) offered and has adequate technical knowledge and practical experience; or his authorized agent.

(b) 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.

(c) he has adequate plant and manufacturing capacity to manufacture and supply the item(s) offered within the delivery schedule indicated by him.

(d) he has established quality control system and organization to ensure that there is adequate control at all stages of the manufacturing process.

(e) tenderers must clearly indicate whether they are registered with any of the Railways for supplying the quoted item, and if so, he must enclose a copy of valid registration certificate.

0302. For purposes of clause-0301, the tenderers should additionally submit:

(a) a performance statement as in Annexure-2, giving a list of major supplies effected in last 3 years of the item(s) offered by him, giving details of the Purchaser's name and address, order no. and date and the quantity supplied and whether the supply was made within the delivery schedule;

(b) a statement indicating details of equipment employed and quality control measures adopted by him or his principal as in Annexure-3.

0303. In addition to the above, further information regarding his capacity/ capability, as required by bid document Part-II and any further information, if required by the Purchaser shall be promptly furnished by the tenderer.

0304. Tenderer not submitting the requisite information may note that his bid is liable to be ignored.

#### **0400. EARNEST MONEY/ BID GUARANTEE**

0401. Earnest Money/ Bid Guarantee for amount as stipulated in the "Bid invitation" shall accompany each bid. The Earnest money/ bid guarantee should be kept valid for 45 days beyond the validity period of the offer i.e. 180 days + 45 days. The Earnest Money/ Bid Guarantee shall be in the form of :

a) A crossed Bank Draft, Deposit Receipts or Pay Orders in favour of the Executive Director, Finance, RDSO, A/C "Name of firm "Ministry of Railways , Manak Nagar, Lucknow-226011 (UP), India , from a Nationalized Indian Bank or Scheduled Commercial Banks in India or

b) An irrevocable Bank Guarantee of any Nationalized Indian Bank or Scheduled Commercial Bank in India in the form attached (Annexure-10).

0402. The earnest money/ bid guarantee shall remain deposited with the Purchaser for the period of 225 days from the date of opening of tender. If the validity of the bid is extended, the instrument of earnest money/bid guarantee shall also be extended accordingly by the firm, if applicable, failing which the bid after the expiry of the aforesaid period shall not be considered by the Purchaser.

0403. Earnest money/ bid guarantee may not be taken from other railways, Govt. Departments and firms registered with any of the Railways/ PU's for the subject item and MSEs as per govt. policy.

0404. No interest will be payable by the Purchaser on the earnest money/ bid guarantee.

0405. The earnest money/ bid guarantee deposited by the tenderer is liable to be forfeited, if the tenderer withdraws, amends, impairs or derogates from the bid in any respect within the period of validity of his bid.

0406. The earnest money/ bid guarantee of the successful tenderer will be returned after the Contract Performance Guarantee as required, is furnished by the tenderer.

0407. If the successful tenderer fails to furnish a Contract Performance Guarantee, as specified, then the earnest money/ bid guarantee shall be liable to be forfeited by the Purchaser.
0408. Any tender not accompanied by the earnest money/ bid guarantee in an approved form as mentioned in the clause-0401 is liable to be ignored.

**0500. SECURITY DEPOSIT (Contract Performance Guarantee Bond)**

0501. a) After an advance acceptance of bid or a contract is issued by the purchaser, the contractor shall furnish a Security Deposit as Contract Performance Guarantee Bond (irrevocable) in the proforma attached (Annexure-8) from a Nationalized Indian Bank or Scheduled Commercial Bank in India within 14 days from the receipt of the advance acceptance of the tender by the contractor as specified in the IRS conditions of contract.
- b) Security deposit may also be submitted in the form of a crossed Bank Draft, Deposit Receipts or Pay Orders in favour of the Executive Director, Finance, RDSO, A/C "Name of firm "Ministry of Railways , Manak Nagar, Lucknow-226011 (UP), India , from a Nationalized Indian bank or Scheduled Commercial Banks in India.
- (c) The security deposit should remain valid for a minimum period of 60 days beyond the date of completion of all contractual obligations of supplier.
- (d) The amount of Security Deposit to be taken, wherever applicable, will be 10% of the total value of contract subject to upper ceiling of Rs.10 lakhs for contracts valuing up to Rs.10 crores & Rs. 20 lakhs for contract valuing above Rs.10 crores.
0502. On the performance and completion of the contract in all respects the Performance Guarantee Bond will be returned to the contractor without any interest. In case of default of supplier to execute the contract successfully, the Security deposit shall be forfeited and risk purchase may not be initiated. However, the bad performance of the firm may be noted for future purchases
0503. The Contract Performance Guarantee Bond executed in India shall be in accordance with the Indian Stamp Act, as amended from time to time, for adequacy of the Stamp Duty.

**0600. SUBMISSION OF BIDS**

0601. All bids in the prescribed form as per Annexure-1 should be submitted and addressed to the President of India through the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India.
0602. Any individual (s) signing the bid or other documents connected therewith 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.
0603. In the 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 bid 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.
0604. All information in the bid must be in English. Information in any other language must be accompanied by its authenticated translation in English and failure to comply with this may render the bid liable to be rejected. In the event of any discrepancy between a



bid in a language other than English and its English translation, the English translation will prevail.

0605. The rates quoted should be written both in words and figures. Offer with rates not given in words are liable to be rejected. In case of difference between rates in words and figures, the rate written in words will be considered for ranking purpose. However, Railway reserves the right to avail lowest rates of the two, at the time of ordering. In case, the firm quotes two rates at different places in their offer for same item, the offer of the firm will be treated as commercially unresponsive and will be summarily rejected.
0606. All bids shall be either type-written or written neatly in indelible ink in blue or black colour, as far as possible. Tenderers are advised to avoid multi-color ink and in no case red ink to be used. Cutting, alterations, erasers and overwriting must be avoided. If there is any cutting, it should be initialed. Railway will not be responsible if, due to cutting/overwriting, there is ambiguity in reading and deciphering, leading to wrong evaluation of rates. Ambiguous offers are liable to be ignored
0607. 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 bid form. Discounts quoted elsewhere in disguised form which are not alongwith main rates are likely not to be considered for evaluation.
0608. In case of single packet tender, tenderers are advised to submit their bids in one sealed envelope super scribing tender number and due date of its opening and also the complete address of the tenderer and the same should be addressed to the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India.
0609. In case of two packet notice, tenderers are advised to submit their bids in sealed envelopes with one envelope containing the technical bid and commercial terms, and the other envelope containing the financial bid. Two sets of these envelopes marked as original and duplicate should then be placed in a cover sealed and addressed to the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India. It should be marked as:
- |                   |                      |
|-------------------|----------------------|
| “OFFER FOR.....   | TENDER NO.....       |
| OPENING DATE..... | TIME .....HRS.....”. |
- The above cover should then be placed in another cover and sealed. This cover should indicate the tender number and due date of its opening and also the complete address of the tenderer, and addressed to the Executive Director (Stores), Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, India. Apart from the bid to be submitted as detailed above, no copy of the bid should be sent to other offices either at Lucknow or elsewhere.
0610. Each page of the bid must be numbered consecutively, may bear the tender number and should be signed by the tenderer at the bottom. A reference to the total number of pages comprising the bid may be made at the top right hand corner of the first page.
0611. The tenderer should avoid ambiguity in his bid e.g. if the bid is to his standard sizes/lengths/dimensions, he should specifically state them in details without any ambiguity. Brief descriptions such as “standard lengths” etc. should be avoided in the bid.
0612. The bids complete in all respects should be dropped in the correct tender box as per the day and date of tender opening not later than time & date specified in the ‘Bid Invitation Notice’ or as amended. Bids received after the stipulated time and date would be summarily rejected. The tender boxes are in the office of the Executive Director/ Stores, Research Designs and Standards Organisation, Ministry of Railways, Manak Nagar, Lucknow-226011, UP, India. Railway will not be responsible for dropping of tenders in wrong tender box.

0613. The bids received shall be opened, in the presence of such of the tenderers or their representatives who may like to be present, at 15.00 hrs. on the date specified in the 'Bid Invitation Notice' and where practicable, the names of tenderers and the rates tendered by them will be read out.

**0700. RATE, TAXES AND DUTIES**

0701. Bids are required from the actual manufacturers of the stores or their authorised agents, who should submit a letter of authority from their Principals as per Annexure-4. Bids from other agents, brokers and middlemen may not be accepted. The tenderers should quote their lowest possible prices. Currency of bid should be in Indian rupee only. The offers in other currencies will be ignored. Payment will be made in Indian currency only.
0702. Quotations should be made only for quantity specified in the bid documents and in the same rate unit as specified in the tender. Evaluation basis shall be with reference to quantity mentioned in the tender.
0703. Tenderers submitting bids shall indicate the price FOR (Free on Rails) destination station. The tenderer should indicate separately a complete break-up showing the ex-factory price, packing charges, excise duty, sales tax, forwarding charges, freight and insurance charges and other charges, if any. Duties and taxes are not payable on freight and forwarding charges. Purchaser reserves the right to place contract on the basis of FOR station of despatch or FOR destination station with freight extra as considered fit by him.
0704. Being indigenous bid (domestic tender), the tenderer is not entitled to any agency commission.
0705. The Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrive in good condition at destination. Where the tenderer intends to insure the goods, the insurance charges should be clearly indicated separately in the break-up. The ultimate consignee, will advise the tenderer within 30 days of the arrival of goods at the destination, any loss/ damage, etc., of goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and on insurer and pursue the same. The tenderer shall, however, at his own cost replace, rectify the goods lost/damaged to the entire satisfaction of the consignee, within 30 days from the date of receipt of intimation from the consignee, without waiting for the settlement of the claims.

**0706. EXCISE DUTY / MODVAT RULES**

- (a) Tenderers are requested to refrain from quoting vague terms like "Excise Duty as applicable". They will have to clearly quote the percentage ED extra as applicable. If quoted rate is inclusive of ED or the item is not dutiable, the tenderer must indicate "Inclusive" or "Nil" or "Not applicable". If it is not done so, then, the offer will be taken as inclusive of ED at the highest rate obtained in the tender batch.
- (b) If concessional ED is applicable at the time of submitting offers and the tenderer wish that actual ED at the time of supply should be reimbursed, then they should clearly quote with maximum percentage of statutory ED that can become applicable later based on Turn Over. Tenders will be evaluated on the basis of maximum rate of statutory ED which may become applicable, and not the concessional rate of ED. However, ED will be reimbursed at actual (on production of documentary evidence of payment of ED) and within the upper ceiling of the maximum ED rate considered for evaluation purpose.
- (c) If ED is not claimed in the offer and no mention is made about Excise duty, then no ED will be payable. If ED is claimed in the offer with exact rate and no statutory variation is also claimed by the firm in the offer, then the same will be considered duly evaluating the offers with exact rate of ED.
- (d) In no case the variation in ED (beyond the statutory maximum rate of ED applicable at the time of submission of offer) due to increase in turnover during the currency of

contract will be admissible unless specifically mentioned in the offer. If tenderer misclassifies the goods under relevant excise tariff rules, the Railway will not pay increased Excise Duty due to such misclassification.

- (e) ED will be paid subject to documentary evidence and government notifications only.
- (f) Payment of ED and Excise Duty - Modvat Rules: The claim for ED on each bill should be supported by the following certificates.
- (i) The rate of ED is advalorem. The ED at present legally leviable in this case is Rs. \_\_\_\_\_ i.e. on Rs. \_\_\_\_\_ being the unit value of the Stores assessed by the concerned authority of the Excise department.
- (ii) Certified that the ED charged on this bill is not more than that is legally leviable and payable under the provision of the relevant act or rules made there under.
- (iii) Certified that the amount of Rs. \_\_\_\_\_ claimed as ED in this bill is in accordance with the provision of the rules in all respects and the same has been actually paid to the excise authorities in respect of the stores covered by the bills.
- (iv) Quarterly certificate to the effect that no refund of ED already reimbursed against this contract has been obtained during the quarter ending \_\_\_\_\_. In the event of any such refund being obtained by the seller, the same should be passed on to the purchaser.
- (v) MODVAT Certificate: The tenderers will have to give the following certificates in their offer.

"We hereby declare that in quoting the above price, we have taken into effect, the full effect of the duty set-off on 'Central excise and countervailing duties' available under the existing MODVAT scheme. We further agree to pass on such additional duties and set off as may become available in future in respect of all the inputs used for the manufacture of the final product, on the date of the supply under MODVAT scheme, by way of reduction in price and advise the purchaser accordingly."

#### 0707 SALES TAX/VAT

Following conditions will be applicable in case of VAT:-

- (a) The Tenderer should quote the exact percentage of VAT that they will be charging extra.
- (b) While quoting the rates, tenderer should pass on (by way of reduction in prices) the set off/input tax credit that would become available to them by switching over to the system of VAT from the existing system of sales tax, duly stating the quantum of such credit per unit of the item quoted for.
- (c) The tenderer while quoting for tenders should give the following declaration:  
"We agree to pass on such additional set off/ input tax credit as may become available in future in respect of all the inputs used in the manufacture of the final product on the date of supply under the VAT scheme by way of reduction in price and advise the purchaser accordingly".
- (d) The suppliers while claiming the payment will furnish the following certificate to the paying authorities:  
"We hereby declare that additional set offs/input tax credit to the tune of Rs. \_\_\_\_\_ has accrued and accordingly the same is being passed on to the purchaser and to that effect the payable amount may be adjusted".
- (e) Issue of Form 'D' towards CST on inter-state purchase by Railways is withdrawn. Consequent upon the withdrawal of 'D' Form, the rate of CST on inter-state sale to

Railways shall be the rate of VAT/State Sales Tax applicable in the state of the selling dealer/vendor.

**0708 STATUTORY VARIATIONS**

Any statutory variation in ED/Sales Tax / VAT / CST variation in future is liable to be admissible within original delivery period only subject to production of documentary evidence and Govt. notifications, and, subject to indication of the same in firm's offer and contract.

**0709 ENTRY TAX/EXIT TAX/OCTROI DUTY:**

The purchaser will not bear any Octroi charges, and if required will issue Octroi exemption certificate only. In the event of Octroi Exemption certificate not being honored by the concerned Municipal authority, and Octroi charges become payable, the supplier will have to bear the Octroi charges in terms of IRS Conditions of Contract.

However, the entry tax, if admissible on tendered item(s) as per UP Trade Tax Rules, the same will have to be paid by the tenderer unless specifically denied by the tenderer in his offer. In the latter case, the entry tax will be loaded in the offer of the firm as per prevailing rates on the date of opening of tender. In case nothing is mentioned in the offer and entry tax is leviable on the item(s), and if purchaser has to pay entry tax then, equal amount will be deducted from firms bills. The road permit form for entry of goods in Uttar Pradesh will be provided by RDSO. However, Firm to request for road permit only when material is ready for dispatch.

**0800. DELIVERY TIME SCHEDULE**

0801. The basic consideration and the essence of the contract shall be the strict adherence to the time schedule for the supply of item(s) offered.

0802. The time and the date specified in the contract for the delivery of the stores and equipment shall be deemed to be the essence of the contract and delivery must be completed not later than the date so specified. The attention of the tenderers is invited to clauses regarding liquidated damages and default in the Instruction to Tenderers and General Conditions/IRS Conditions of Contract by which the contract shall be governed.

0803 The tenderers are to note the Railway's required delivery schedule given in the Tender schedule/Offer Form and quote accordingly. Vague Delivery terms like 2/32 weeks etc must be avoided and if quoted will be taken as commercially unresponsive to railway's requirement.

**0900. WARRANTY**

0901. The Contractors shall warrant that everything to be furnished to the purchaser under this contract shall be of the highest grade, free of all defects and faults in design, material, workmanship and manufacture, and shall be consistent with the established and generally accepted standards for goods of the type ordered and in full conformity with the contract specification, drawing or sample, if any and shall, if operable, operate properly.

0902. The contractor, if asked, shall furnish a Warranty Guarantee Bond in the proforma attached (Annexure-9) from a Nationalized Indian Bank OR Scheduled Commercial Bank in India before claiming balance payment within the period specified in the contract for an amount equivalent to 10% or as specified, of the value of the contract. This Bond shall be valid for a period equal to warrantee period + 90 days.

**1000. LOCAL CONDITIONS**

It will be imperative on each tenderer to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and on the cost of the stores. In his own interest, the tenderer should familiarize himself with The Income Tax Act, 1961, The Companies (amendment) Acts, 2002, The Customs Act, 1962 and other related Laws in force in India and UP. The purchaser shall not entertain

any request for clarifications from the tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the bid is accepted by the Purchaser.

#### **1100. TIME PREFERENCE CLAUSE**

It should be noted that if a contract is placed on a tenderer with higher price as a result of invitation of tender, in preference to a lower acceptable offered price, in consideration of offer of earlier delivery, the contractor will be liable to pay the Government the difference between the contract rate and that of the lowest acceptable tender on the basis of final price i.e. F.O.R destination including all elements of freight, Sales Tax, Local taxes, duties and other incidentals, in case of failure to complete supplies in terms of such contract within the date of delivery specified in tender and incorporated in the contract. This is in addition and without prejudice to other rights under the terms of contract.

#### **1200. ENSURING LEGAL APPLICABILITY OF LAWS /RULES**

All tenderers will be responsible for the legality of the offer and ensuring the implementations of various acts/laws as prevalent in India. Any tax/duty/levy, if not specifically mentioned in offer and contract would be borne by the firm.

#### **1300. PRICE BASIS AND EVALUATION CRITERIA**

- 1301. Evaluation criteria if mentioned specifically in the technical specifications or special conditions of contract, will be taken into consideration in the evaluation of bids.
- 1302. Rates quoted by the Tenderers with discounts, if any, linked to quantity will be considered for determining inter-se position of the offers. Discounts with conditions attached to early payment, early Receipt notes etc., will be ignored for calculating inter-se position. However, Railways may avail the discounts linked to early payment, early receipt notes etc. if otherwise, firm's offer is found to be acceptable.
- 1303. Inter-se ranking of the offers will be determined on Total Unit Rate basis which will include Basic rate/Unit, all statutory taxes and duties i.e. ED, Educational Cess, ST/VAT, Packing charges, Forwarding charges, freight, Insurance and any other charges quoted by the tenderer.
- 1304. For multi items, if nothing is specified separately in the tender documents, the evaluation will be based on overall value of the offer.
- 1305. Generally, the bids are required for delivery FOR destination indicating the break-up - FOR station of despatch, freight & other levies. In case, the Purchaser agrees or opts for delivery FOR station of despatch, the supplier shall agree to book the goods freight pre-paid and recover the freight element through the bill.
- 1306. For statutory taxes/duties all the offers shall be evaluated as per tax regime as applicable on the date of tender opening.

#### **1400. POLICY ON MICRO AND SMALL ENTERPRISES (MSE)**

In pursuance of the Public Procurement Policy on MSE, it has been decided that:-

A.

- (i) Tender sets shall be provided free of cost to MSEs registered with the above agencies for the item tendered.
- (ii) MSEs registered with the above agencies for the item tendered will be exempted from payment of earnest money
- (iii) In tenders, participating MSEs quoting a price within price band of L1+15% shall be allowed to supply a portion of the requirement by bringing down their

price to L1 price in situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 20% of the total tendered value. 20% out of this 20% (i.e., overall 4%) of procurement of goods and services will be from MSEs owned by Scheduled Castes or Scheduled Tribes (SC/ST) entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L1 price, 4% sub-target of procurement earmarked from MSEs owned by SC/ST entrepreneurs shall be met from other MSEs.

**B.**

- I. MSE who are interested in availing themselves of these benefits will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below-
  - (i) District Industries Centres
  - (ii) Khadi and Village Industries Commission
  - (iii) Khadi and Village Industries Board
  - (iv) Coir Board
  - (v) National Small industries Corporation
  - (vi) Directorate of handicraft and handloom.
  - (vii) Any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME)
- II. The MSEs must also indicate the terminal validity date of their registration. Scheduled Castes or Scheduled Tribes (SC/ST) entrepreneurs must enclose attested copy of cast certificate issued by competent authority as prescribed by State Government along with their registration certificate on MSEs.

Failing (I) & (II) above, such offers will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23.03.2012.

**1500. EFFECT AND VALIDITY OF BID**

1501. The submission of any bid connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against the Purchaser for rejection of his bid. The Purchaser shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the Purchaser.
1502. The bid shall be kept valid for acceptance for a minimum period of 180 (one hundred and eighty) calendar days from and including the date set for opening of bids. In case the offer is silent about same, it will be presumed that bids are valid for 180 days from the date of opening.
1503. Bids shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the Purchaser to the tenderer. While the bids are under consideration, tenderers and or their representatives or other interested parties are advised to refrain from contacting the Purchaser by any means. Post tender negotiation will be avoided, however the Purchaser may obtain clarifications on the bids by requesting for such information, from any or all the tenderers, either in writing or through personal contact, as may be considered necessary. Tenderers will not be permitted to change the substance of their bids after the bids have been opened.
1504. Any offer having lesser validity shall be deemed as commercially unresponsive and will be liable to be ignored.

**1600 ITEMS RESERVED FOR MSEs/KVIC ETC**

(a) If and as mentioned in the eligibility criterion in tender for the item(s) which are reserved for procurement from MSEs or Khadi Village Industries Corporation (KVIC) etc., the purchaser reserves the right to procure entire quantity from such vendors for that item. Firm must submit their current and valid MSEs/KVIC certificate in this regard for the tendered item (s) along with their offer, failing which the offer is liable to be ignored.

(b) In case no suitable offer is received from such vendors for this item, Railway reserves the right to procure these item(s) from other firms.

#### **1700 TERMS OF DELIVERY**

(a) Mode of dispatch should be preferably by road / personal courier service, directly to the respective consignee.

(b) Suppliers should clearly quote-FOR Conditions i.e. station of dispatch or destination. If firm's offer is FOR Destination, then applicable freight charges should be clearly indicated.

(c) Transit Insurance for risk in transit should be arranged by the supplier, since risk in transport in all such cases rests with the supplier in terms of IRS conditions.

(d) In case the Tenderer quote ex-works or ex-Godown price, they should invariably indicate the total freight charges i.e. from their Works / Godown to destination. In the event any Tenderer does not specifically record anything about the place of delivery in his offer it will be assumed that the Tenderer will bear the freight and that the offer is for Free delivery at the destination. This assumption will be final and binding on the Tenderer and will not be subject to any legal dispute or arbitration in future.

(e) The firms who offer to dispatch the Stores by Road on FOR Station of Despatch basis, but freight prepaid up to the destination, may seek reimbursement of such freight charges. Such reimbursement shall be made at actuals and against documentary evidence, within the upper ceiling of Freight charges as indicated by them or Rail freight by Passenger Train, whichever is lower. However, for evaluation of offers, it is the quoted freight, which will be considered.

(f) If no freight is quoted for delivery by Rail, Rail freight charges at actuals will be considered for evaluation purpose.

#### **1800. PAYMENT TERMS**

Payment terms will be 100% against receipt and acceptance by Consignee or as specified in the special conditions of tender.

#### **1900 MARKING OF MATERIAL**

The tenderer should agree to indicate the Manufacturers Name, Month and Year of manufacturing by casting/ stamping/ etching/ embossing, at an appropriate place of each piece supplied, without affecting the functional utility and structural stability of the components/ material. However, if the same is not possible because of component/ item being small in size or any other reason what so ever, tenderer should indicate the same in their offer.

#### **2000. POWERS OF INSPECTING OFFICER**

In addition to carry out inspections as per specifications and conditions of contract, Inspector shall have the right to mark the rejected stores with a rejection mark, so that they may be easily identified if re-submitted for inspection. The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.

#### **2100. ACCEPTANCE OF THE TENDER**

(a) The Executive Director/ Stores or any officer authorized on behalf of Director General/RDSO is not bound to accept the lowest or any offer nor to assign any reason for doing so and reserves to himself the right to accept any offer in respect of the whole or any portion of the item specified in the tender and contractor shall be required to supply at the rate quoted. The rates quoted by the tenderers for the full quantity would be taken as valid even for part quantity.

(b) Wherever necessary by the purchaser, the quantity to be ordered can be split by the purchaser amongst two or more sources for ensuring better availability of material keeping in view the vital/critical nature of item, quantity to be procured, delivery requirements, capacity of the firms and past performance of the firms, in fair, transparent and equitable manner.

(c) Acceptance of bid will be communicated by speed post/registered letter/FAX & such acceptance of bid shall be deemed to conclude the contract.

## **2200. PAYMENT THROUGH ECS/NEFT**

(a) The tenderer should give consent in a mandate form for receipt of payment through ECS / NEFT (Annexure 11).

(b) Tenderer should provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account Type, Bank A/C No., and Bank & Branch Code as appearing on MICR cheque issued by bank.

(c) Tenderer should attach certificate from their bank certifying the correctness of all above-mentioned information.

(d) In case of non-payment through ECS/ EFT or where ECS / EFT facility is not available; payment may be released through cheque, depending upon merit. However, payment through ECS is preferable.

(e) The purchase order shall contain the following details as per details furnished by the firm;

(i) Account no. (Type)

(ii) Bank Name & Code.

(iii) Branch name & Address.

(iv) Whether payment is through ECS / EFT or Cheque.

## **2300. TIME FOR MAKING RISK PURCHASE**

Whereas, Risk purchase is resorted to by purchaser, this will be governed by the relevant clauses of IRS Conditions of Contract, such Risk Purchase shall be made within 9 months from the date of breach of Contract.

## **2400. SAFETY MEASURES:**

2401. The Contractor should take all precautionary measures to ensure the protection of his own personnel moving about or working on the railway premises, and should conform to the rules and regulations of the Railway as well as to relevant labour laws of Government in force.

2402. The Contractor should abide by all railway regulations in force from time to time and ensure that the same are followed by his representative, agents or sub-contractor or workmen.

2403. The Contractor should ensure that unauthorised, careless or inadvertent operations of installed equipment, which may result in accident to staff and/or damage to equipment, do not occur.

2404. The Contractor should keep the Purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury; sustained by any person or persons within the railway premises and any loss or damage to railway property sustained due to the acts or omissions of the Contractor irrespective of whether such liability arises under the workman's compensation act or the fatal accidents act or any other statute in force from time to time.

## **2500. CRITERIA FOR SPLITTING OF TENDER QUANTITY (IN CASE OF PRE-DECIDED SPLIT ORDERING)**

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



Whenever such distribution / splitting of tendered / 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 orders load for the Railway making the procurement, quoted delivery schedule vis-à-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
Up to 3%	60:40
More than 3% and up to 5%	65:35
More than 5%	At least 65% on the L1 tenderer. For the quantity to be ordered on the L2 tenderer, the same will be decided as per following guidelines

- (a) 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 the logic as indicated in table above.
- (b) The purchaser reserves the right to counter offer the lowest acceptable rate for bulk ordering to the higher tenderer(s). In the event of rejection of such counter offer(s), the purchaser will reserve their right to decide on the quantity distribution ratio/proportion.
- (c) The rate of highest eligible tenderer within the zone of consideration has to be per –se, reasonable to the purchaser.
- (d) In the cases of inadequate capacity-cum-capability, dissatisfactory past performance, large quantity of outstanding orders (liquidation of which will take 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 as would ensure timely supply of materials in requisite quantity to meet the needs of operation, maintenance, safety etc. of the Railways, regardless of inter-se ranking of the tenders and in a fair and transparent manner with due conformity to the Principle of natural justice and Equity.
- (e) Counter offer to L1, in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to L2, L3 etc. (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the tender, shall not be deemed to be a negotiation. However, in the cases, where the rate of highest tenderer within the zone of consideration, per-se, is reasonable and a counter offer is made only to economize the purchase, then the same will be done simultaneously to all the tenderers within the zone of consideration.
- (f) For the cases where the Rlys/PUs had entered into ToT/JV agreement etc. with the tenderers and it may be necessary for the purchaser in the interest of such ToT/JV agreement to place orders on such ToT/JV partners of the purchaser, the following will be applicable:  
 “As the Railways has entered into ToT/JV agreement with .... nos. of firms, they reserve the right to place orders on all such ToT/JV agreement partners. However, for ratio/proportion of quantity distribution among such ToT/JV agreement partners, conditions as detailed in above paras with the exception of conforming to the condition “the rate of the highest eligible tenderer within the zone of consideration has to be, per-se, reasonable to the Purchaser” shall apply.

## **2600. CARTEL FORMATION**

- (a) The Tenderers are expected to quote most competitive prices freely.
- (b) Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, the purchaser reserves the right to place order on one or more firms with exclusion of the rest, without assigning any reasons thereof. The selection of one or

more firms may be on the basis of past performance records, capability, capacity, quality performance, after sales service response etc subject to rates being considered reasonable.

(c) Firms are expected to quote for a quantity not less than 50% of the tendered quantity. Offers for quantity less than 50% of tendered quantity will be considered unresponsive and liable to be rejected in case Cartel Formation is suspected. Railways however reserve the right to order on one or more firms for any quantity.

(d) The firms who quote in cartel are warned that their names may be deleted from list of approved sources.

(e) Wherever there is suspected Cartel formation from approved sources, the Railways reserves the right to place orders on new sources

## **2700. SECRECY**

(a) The Contractor shall take all reasonable steps necessary to ensure that all persons employed in any work in connection with the contract, have full knowledge of the Official Secrets Act and any regulations framed there under.

(b) Any information obtained in the course of the execution of the contract by the contractor, his servants or agents or any person so employed, as to any matter whatsoever which would or might be directly or indirectly, of use to any enemy of India, must be treated secret and shall not at any time be communicated to any person.

(c) Any breach of the aforesaid conditions shall entitle the Purchaser to cancel the contract and to purchase or authorise the purchase of the stores at the risk and cost of the contractor in accordance with the 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 as to such price shall be final and binding on the Contractor

## **2800. FORCE MAJEURE**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, revolutions, hostilities, acts of the public enemy, civil commotion, sabotage; fires; floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God, the contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. However, it should not be used by a party to escape liability for bad performance.

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

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may by giving 21 days' notice to the contractor in writing, at its option terminate the contract without any financial repercussion on either side. In case of such termination, no damage shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

Purchaser will also be entitled to take recourse under Force Majeure should such conditions arise.

**2900. SPECIAL CONDITIONS**

Special conditions mentioned in tender documents separately or with technical specifications, where they differ from Standard Conditions, Instructions to tenders and general conditions override the latter.

**3000 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.

Executive Director (Stores)  
for and on behalf of President of India  
Research Designs and Standards Organisation  
Ministry of Railways, Manak Nagar  
Lucknow-226011, UP, India

## **ANNEXURES**

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**ANNEXURE-1**  
**FORM FOR INDIGENOUS BIDS**

To

The President of India  
Acting through the Director (Stores)  
Research Designs & Standards Organisation  
Ministry of Railways  
Manak Nagar  
Lucknow-226 011 (U.P.) INDIA.

REFERENCE :- Tender No. \_\_\_\_\_ Date of Opening-----

1. We \_\_\_\_\_ hereby certify that we are established firm of manufacturers/ authorized agents of M/s \_\_\_\_\_ with factories at \_\_\_\_\_ which are equipped 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(s) of Indian Railways. We hereby offer to supply the following items at the prices and within the period of delivery indicated below :-

Item No	Description	Specifications	Unit	Qty	Price per unit F.O.R. Destination (In Indian Rupees)	Terms of Payment	Delivery Period	Gross weight (s) and dimensions of package (s) per unit
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

**Total Value of the Offer**

Break up of price in 'Column-6 (in Indian Rupees)

(10)									
Ex-factor y price	Packing Charge s	Excise duty	Other levies	Sales tax	Forwa rding charge s	FOR station of dispatch price (a) + (b) +(c) +(d) +(e) +(f)	Freight to destinati on	Insurance (if any)	FOR Destination (g+h+i)
a	b	C	d	e	f	g	h	i	j

\*please delete whichever is not applicable.

2. It is hereby certified that we have understood the Instructions to Tenderers, and also the IRS, General and Special conditions of contract attached to the tender and have thoroughly examined specifications/drawings and / or pattern quoted therein 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 tender. We agree to abide by the IRS , General and Special conditions of contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
3. We hereby offer to supply the stores detailed above or such portion thereof as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched within the prescribed time.
4. Earnest Money/ Bid Guarantee for an amount equal to ..... is enclosed in the form specified of the 'Instructions to Tender'

Dated.....

Signature and seal of  
Manufacturer/ Tenderer

- Note :
- (i) The tenderers may prepare their own offer forms as per this proforma. However no details required as per above proforma should be lost.
  - (ii) The tenderers should indicate whether they possess the necessary industrial licence from Government of India for manufacturing and marketing the items offered. If, where collaboration with a foreign firm for manufacturing of the items offered is involved, the details of the same should be indicated.
  - (iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the tenderer.
  - (iv) The foreign exchange needed for the import of the components and import licence where necessary, should be arranged by the supplier themselves.
  - (v) Figures in Columns 6 & those in break up of prices(a to i) should be both in figures and words and should match.

**ANNEXURE-2**

**PROFORMA FOR PERFORMANCE STATEMENT**

(For a period of last 3 years)

Tender No.....Date of opening.....

S.N.	Order placed by (full address of purchaser)	Order no. and 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
------	---	--------------------	--	----------------	--------------------------------	--	--

As per contract      Actual

Signature and seal of the Manufacturer/  
Tenderer

**ANNEXURE-3**

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

Tender No.....Date of opening.....

Name of the Tenderer.....

(Note: All details should relate to the manufacturer for the items tendered)

1. Name & Full address of the Manufacturer.
2. Telephone No. Office, Factory/ Works
3. Location of the manufacturing factory.
4. Details of industrial Licence, wherever required as per statutory regulations.
5. Details of Important plant & machinery functioning in each deptt. (Monographs and description pamphlets be supplied, if available)
6. Details of the process of manufacture in the factory.
7. Details & stocks of raw materials held.
8. Production capacity of item (s) quoted for, with the existing plant & machinery.
  - 8.1 Normal.
  - 8.2 Maximum.
9. Details of arrangement for quality control of products such as laboratory, testing equipment etc.
10. Details of staff.
  - 10.1 Details of technical supervisory staff-in-charge of production & quality control.
  - 10.2 Skilled labour employed.
  - 10.3 Unskilled labour employed.
  - 10.4 Maximum no. of workers (skilled & unskilled) employed on any day during the 18 months preceding the date of offer.
11. Whether stores are tested to any standard specification? If so, copies of original test certificates should be submitted in triplicate.
12. Are you registered with the Directorate General of Supplies & Disposals, New Delhi, India? If so furnish full particulars of registration, period of currency etc. with a copy of the certificate of registration.
13. Are you a small scale unit, registered with the National Small Industries Corporation Limited, New Delhi, India? If so, furnish full particulars of registration, period of currency etc., with a copy of the certificate of registration.

Signature and seal of the Manufacturer



**ANNEXURE -4**

**PROFORMA FOR AUTHORITY FROM MANUFACTURERS**

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

To

THE PRESIDENT OF INDIA,

Acting through, the Director/ Stores,

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

Dear Sir,

Subject: Research Designs & Standards Organisation's Tender No.....

.....dated.....

We .....as established and reputable manufacturers of .....

.....having factories at.....and offices  
at.....do hereby authorise M/s.....

.....(Name and address of Agents) to represent us, to bid, negotiate and  
conclude the contract on our behalf with you against Tender No.....

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

Yours faithfully,

(NAME)

for & on behalf of M/s.....

(Name of Manufacturer)

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

**ANNEXURE-5**

**Certificate of undertaking**  
**to be given by tenderers**  
**who have downloaded and used bid documents from RDSO website**

Bidder will give a certificate as under:

(a) Cost of bid documents has been paid as required in tender documents

(b) “I/We certify that I/we have checked this downloaded bid documents with the bid documents available online at [www.rdsso.indianrailways.gov.in](http://www.rdsso.indianrailways.gov.in) and there is no discrepancy/ variation/ printing mistake and it is further certified that no alteration/ modification has been made in the bid documents. I/We accept that the entire responsibility of ensuring that these documents are as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of RDSO will be final and binding on me/us.”

Signature & Seal of the  
Manufacturer / Tenderer

**Full address with contact numbers & names with e-mail address**

**ANNEXURE-6**

**PROFORMA FOR STATEMENT OF DEVIATIONS  
FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers, General and Special Conditions of Contract:

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (Including justification)
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Signature and seal of  
The Manufacturer/ Tenderer

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

**ANNEXURE-7**

**PROFORMA FOR STATEMENT OF DEVIATIONS FROM  
TECHNICAL SPECIFICATIONS**

The following are the particulars of deviations from the requirements of the Technical Specifications:

<b>CLAUSE</b>	<b>DEVIATION</b>	<b>REMARKS</b> (Including justification)
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Signature and seal of  
The Manufacturer/ Tenderer

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

## ANNEXURE-8

**PROFORMA OF BANK GUARANTEE FOR CONTRACT  
PERFORMANCE GUARANTEE BOND**

Ref.....

Date.....

Bank Guarantee No.....

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Finance),

Research Designs &amp; Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

1. Against contract (or vide Advance Acceptance of the Tender) No.....dated.....covering supply of.....  
.....(hereinafter called the said 'contract') entered into between the President of India and.....(hereinafter called the 'Contractor'), this is to certify that at the request of the Contractor we,.....

.....Bank Ltd., are holding in trust in favour of the President of India, the amount of .....(write the sum here in words) to indemnify and keep indemnified the President of India (Govt. of India) against any loss or damage that may be caused to or suffered by the President of India (Govt. of India) by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/ or the performance thereof. We agree that the decision of the President of India (Govt. of India), whether any breach of any of the terms and conditions of the said contract and/ or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the President of India (Govt. of India) shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the President of India (Govt. of India.).

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

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

4. We .....Bank Ltd., further agree that the President of India (Govt. of India) shall have the fullest liberty without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the contractor from time to time or to postpone for any time or from time to time any of the 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.....Bank Ltd. shall not be released from our liability under this guarantee by reasons of any such variation or extension being granted to the said

Contractor or for any forbearance and/ or omission on the part of the President of India or any indulgence by the President of India to the said Contractor or by any other matter or thing what-so-ever which, under the law relating to sureties, would but for this provision have the effect of so releasing us from our liability under this guarantee.

5.We.....Bank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)

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

To

THE PRESIDENT OF INDIA,

Acting through, the Executive Director (Finance),

Research Designs & Standards Organisation,

Ministry of Railways, Manak Nagar

Lucknow-226011 (UP) INDIA

Subject: Guarantee No.....for.....(Amount) covering

Machine (s) Serial No.....Supplied

to Consignee(s).....

Reference: Contract No.....dated.....placed on

M/s.....

.....  
...

Whereas M/s .....one of our constituents, (hereinafter called the “Sellers”) have agreed to sell to you (hereinafter referred to as the “Government”), .....Nos.of.....(give description) as per contract No.....dated.....(hereinafter called “the said contract”).

And whereas according to the terms of said contract, it has been stipulated that payment of 10% of the value of the stores would be made, provided that the Sellers furnish to the Purchaser a bank guarantee from a recognised Bank, acceptable to the Purchaser for 10% of the value of the said contract, valid for a period covering in full Guarantee Period plus three months as per the warranty clause of the said conditions of the contract, being the conditions attached to and forming part of the said contract.

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

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

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.

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.

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 to our liability for payment thereunder and the Sellers shall have no claim against us for making such payment.

This Bank Guarantee comes into force when the balance ten per cent of the value of the stores, shipped per Vessel.....vide Bill of Lading No..... dated..... or R/R No..... dated.....( in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect upto.....i.e. for.....months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i.e. upto .....(date), hereinafter called the said the date.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers.

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.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)



**PROFORMA BANK GUARANTEE FOR BID GUARANTEE /EMD**  
**(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)**

Ref.....

Date.....

Bank Guarantee No. ....

To,  
The PRESIDENT OF INDIA  
acting through the Executive Director/ Finance,  
R.D.S.O., Ministry of Railways,  
Manak Nagar,  
Lucknow-226011

Dear Sir,

In accordance with your invitation to tender No.....for  
Supply

of.....M/s.....

hereinafter called the tenderer with the following Directors on their Board of Directors/Partners  
of the firms:

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

wish to participate in the said tender for the supply of

As a Bank Guarantee against Bid Guarantee for sum of .....  
of.....

..... (in words & figures) valid for(180+45) two  
hundred twenty five days  
from.....

required to be submitted by the tenderer as a condition for the participation, this Bank hereby  
guarantees and undertakes during the above said period of (180) one hundred and eighty days to  
immediately pay, on demand by the Executive Director Finance R.D.S.O., Ministry of Railways,  
Manak Nagar, Lucknow-226011, INDIA, in writing the amount  
of.....

.....(in words &  
figures) to the said

Executive Director, Finance R.D.S.O., Ministry of Railways, Manak Nagar, Lucknow-226011  
INDIA, and without any reservation and recourse, if:—

- (i) the tenderer after submitting his tender, modifies the rates or any of the terms and  
conditions thereof, except with the previous written consent of the Purchaser; or
- (ii) the tenderer withdraws the said bid within 180 days after opening of bid; or

- (iii) the tenderer having not withdrawn the bid, fails to 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 to 4.00 P.M. on ..... if further extension to this guarantee is required; the same shall be extended to such required periods on receiving instructions from M/s..... on whose behalf this guarantee is issued.

Date.....

Signature.....

Place.....

Printed Name.....

Witness.....

.....

(Designation)

.....

(Bank's Common Seal)

**Annexure -11****NATIONAL ELECTRONIC FUNDS TRANSFER (NEFT) M ANDATE FORM**

<b>1. <u>Suppliers Details:</u></b>	
A. Name of Firm:	
B. Name of contact person:	
C. Address:	
D. Contact No:	
E. E mail ID	
F. PAN Number	
G. TAN Number	
<b>2. <u>Particulars of Bank account</u></b>	
A. Account Title:	
B. Name of the Bank:	
C. Name of the branch:	
Address:	
Telephone No:	
D. 11 digit IFSC Code:	
E. 9-Digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank:	
F. Type of the account (S.B., Current or Cash Credit):	
G. Account number (as appearing on the cheque book): (please attach a blank cancelled cheque or photocopy of a cheque).	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of authorised person of  
the firm with stamp and date.

Date:

Certified that the particulars furnished above are correct as per our records.

Signature of the authorised Bank  
Manager with Stamp

Date:.....

**CHECK LIST**

- |     |   |        |
|-----|---|--------|
| 1.  | Have you Used purchased or downloaded the Bid Documents?                              | Yes/No |
| 2.  | Have you paid / enclosed the cost of Bid documents?                                   | Yes/No |
| 3.  | Have you submitted proper Bid Guarantee?  | Yes/No |
| 4.  | Have you furnished a letter of Authority?   | Yes/No |
| 5.  | Have you furnished the Performance Statement?   | Yes/No |
| 6.  | Have your furnished the Statement of Equipment and<br>Quality Control?                | Yes/No |
| 7.  | Have you furnished the Statements of Deviations?                                      | Yes/No |
| 8.  | Have you quoted in the prescribed Proforma?   | Yes/No |
| 9.  | Have you included prices of all Standard Accessories?<br>in the price of the machine? | Yes/No |
| 10. | Have you quoted delivery period correctly and precisely?                              | Yes/No |
| 11. | Have you kept your offer valid for 180 days   | Yes/No |

Signature & Seal of the  
Manufacturer / Tenderer Full address with  
contact numbers & names with e-mail address

**BID DOCUMENT PART-I  
SECTION-II**

**INDIAN RAILWAY STANDARD CONDITIONS OF CONTRACT:  
(Vide Para 417 of the Indian Railway Code for the Stores Department)**

DESCRIPTION	CLAUSE	DESCRIPTION	CLAUSE
Definitions and Interpretation:	<u>0100</u>	Freight:	<u>2100</u>
Parties:	<u>0200</u>	Removal of Rejected Stores:	<u>2200</u>
Quotations of rates by Contractors:	<u>0300</u>	System of Payment:	<u>2300</u>
Contract:	<u>0400</u>	Withholding and lien in respect of sums claimed:	<u>2400</u>
Security Deposit:	<u>0500</u>	Corrupt Practices:	<u>2500</u>
Delivery:	<u>0600</u>	Insolvency and Breach of Contract:	<u>2600</u>
Time for and Date of Delivery:	<u>0700</u>	Laws governing the Contract:	<u>2700</u>
Extension of Time for Delivery:	<u>0800</u>	Headings:	<u>2800</u>
Examination of Drawing, Specifications and Patterns:	<u>0900</u>	Arbitration:	<u>2900</u>
Mistakes in Drawing:	<u>1000</u>	Fall Clause	<u>3000</u>
Samples:	<u>1100</u>	Inspection & Rejection:	<u>3100</u>
Risk of Loss or Damage to Government or Purchaser's Property:	<u>1200</u>	Warranty/Guarantee:	<u>3200</u>
Inspection by Inspecting Officer:	<u>1300</u>	Book Examination Clause:	<u>3300</u>
Charges for Work Necessary for Completion of the Contract:	<u>1400</u>	Inspection at the Fag End of the Delivery Period:	<u>3400</u>
Responsibility of the Contractor for Executing the Contract:	<u>1500</u>	Special conditions:	<u>3500</u>
Use of Raw Materials secured with Government Assistance:	<u>1600</u>	Purpose of Contract and Parties to the Contract:	<u>3600</u>
Indemnity:	<u>1700</u>	Delivery:	<u>3700</u>
Packing:	<u>1800</u>	Increase or Decrease of Quantities:	<u>3800</u>
Notification of Delivery:	<u>1900</u>	Maintenance and Replacement of Stocks:	<u>3900</u>
Progress Reports:	<u>2000</u>	Reporting Progress of Contract:	<u>4000</u>

## **0100. DEFINITIONS AND INTERPRETATION**

0101. In the Contract, unless the context otherwise requires ;

0102. "Acceptance of Tender" means the letter of memorandum communicating to the Contractor the acceptance of his tender and includes an advance acceptance of his tender;

0103. "Consignee" means where the stores are required by the acceptance of tender to be despatched 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 despatch 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

0104. "Contract" means and includes the invitation to tender, instructions to tenderers, tender, acceptance of tender, Standard Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;

0105. The "Contractor" means the person, firm or company with whom the order for the supply is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators as the case may be, unless excluded by the terms of the contract

0106. "The Sub-contractor" means any person, firm or company from whom the Contractor may obtain any material or fittings to be used in the supply or manufacture of the stores,

0107. "Drawing" means the drawing or drawings specified in or annexed to the Schedule or Specifications

0108. "Government" means the Central Government or a State Government, as the case may be;

0109. "The Inspecting Officer" means the person specified in the contract for the purpose of Inspection of stores or work under the contract and includes his authorised representative;

0110. "Material" means anything used in the manufacture or fabrication of the stores

0111. "Particulars" include-

(a) Specifications

(b) Drawings

(c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer;

(e) Trade pattern, that is to say, a pattern, stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardising authority or a general standard of the industry;

(f) "Proprietary mark "or " brand" means the mark or brand of a product which is owned by an industrial firm

(g) any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract

0112. " 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

0113. " The Purchaser" means the President of India in the case of stores ordered for the Indian Government Railways and includes his successors and assignees

0114. "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof

0115. "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;

0116. "Stores" means the goods specified in the contract which the contractor has agreed to supply under the contract;

0117. "Supply Order" means an order for supply of stores and includes an order for performance of service

0118. "Test" means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting officer;

0119. "Unit" and "Quantity" means the unit and quantity specified in the contract;

0120. "Writing" or "Written" includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal, as the case may be;

0121. The delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the contract to -

(a) the consignee at his premises ; or

(b) where so provided the interim consignee at his premises , or

(c) a carrier or other person named in the contract for the purpose of transmission to the consignee, or

(d) The consignee at the destination station in case of contract stipulating for delivery of stores at destination station.

0122. Words in the singular include the plural and vice versa

0123. Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not;

0124. The heading of these conditions shall not affect the interpretation or construction thereof;

0125. Terms and expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended), or the Indian Contract Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.

## **0200. PARTIES**

The parties to the contract are the Contractor and the Purchaser, as defined in Clauses 0105 and 0113.

0201. Authority of person signing the Contract on behalf of the Contractor-A person signing the tender or any other document in respect of the Contract on behalf of the Contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the Contractor. If it is discovered at any time that the person so signing has no authority to do so, the Purchaser may, without prejudice to any other right or remedy of the Purchaser, cancel the contract and make or authorize 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. The provisions of Clause 0700 shall apply to every such purchase as far as applicable.

0202. Address of the Contractor and notices and communications on behalf of the Purchaser:-  
(a) For all purposes of the contract, including arbitration thereunder, the address of the Contractor mentioned in the tender shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified change by a separate letter containing no other communication and sent by registered post acknowledgement due to the Purchaser. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the Purchaser in relation to the contract may be issued to the Contractor by the Purchase Officer and all such communications and notices may be served on the Contractor either by registered posts or under certificate of posting or by ordinary post or by hand delivery at the option of such officer.

## **0300. QUOTATIONS OF RATES BY CONTRACTORS**

(a) The price quoted by the Contractor shall not be higher than the controlled price fixed by law for the stores or where there is no controlled price, it shall not exceed the prices or contravenes the norms for fixation of prices laid down by Government or where no such prices or norms have been fixed by the Government, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government. In any case, save for special reasons stated in the tender, the price quoted shall not be higher than the lowest price charged by the Contractor for stores of the same nature, class or description to a private purchaser, domestic or foreign as well as Purchaser Governments.

(b) If the price quoted is higher than the controlled price or where there is no controlled price, the price usually charged by the Contractor from a private Purchaser, domestic or foreign, as well as Purchaser Government for the stores of the same nature, class or description the Contractor will specifically mention



this fact in his tender giving reasons for quoting higher price(s). If he fails to do so or makes any mis-statement, it shall be lawful for the Purchaser, (i) to revise the price at any stage so as to bring it in conformity with the Sub clause (a) above or (ii) to terminate the contract and forfeit the Security Deposit.

#### **0400. CONTRACT**

0401. This contract is for the supply of the stores of the description, specifications and drawings, and in the quantities set forth in the contract on the date or dates specified therein. Unless otherwise specified, the stores shall be entirely brand new and of the best quality and workmanship to the satisfaction of the Inspecting Officer. The stores shall further be in all respects acceptable to the Inspecting Officer.

0402. 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 incorporated in a formal instrument or in exchange of letters and signed by the parties.

#### **0500. SECURITY DEPOSIT.**

**0501:** Unless otherwise agreed between the Purchaser and the contractor, the contractor shall, within 14 days of posting of written notice of acceptance to the contractor, deposit with the Railway concerned (in cash or the equivalent in Government Securities or approved Banker's Guarantee Bond) a sum equal to 10 per cent of the total value of the stores detailed in the contract for which, the tender has been accepted, subject to upper ceiling of Rs. 10 Lakhs for contracts valuing upto Rs.10 Crores and Rs.20 Lakhs for contracts valuing above Rs.10 Crores.

**SAFETY ITEMS:** The Security Deposit (SD)/Performance Guarantee shall be taken from all the firms for contracts for all Safety Items placed against Open Tenders and Global Tenders subject to following exemptions:

a) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered, if Governments current policy permits so. Bidders seeking waiver of Security Deposit on this ground shall have to submit requisite documentary evidence.

**OTHER THAN SAFETY ITEMS:** The Security Deposit (SD) shall be taken from all the firms for contracts for items other than safety items placed against Open Tenders and Global Tenders subject to following exemptions:

a) Vendors registered with NSIC upto the monetary limit of their registration for the items ordered, if Government's current policy permits so.

b) Vendors registered with Railways upto the monetary limit of their registration for the items ordered/trade groups for items ordered or vendors on approved list of RDSO/PUs/CORE/Railways etc. for those specific items for which they are on approved list or other Railways, Govt. Departments on their specific request and on merits of the case as considered by tender committee.

c) Bidders seeking waiver of Security Deposit on this ground shall have to submit requisite documentary evidence.

The usual security deposit, shall, however be taken in case the contracts are placed on unregistered/unapproved firms or for items for which a particular firm is not registered/approved. Security Deposit should remain valid for a minimum period of *60 days* beyond the date of completion of all the contractual obligations of the supplier.

0502. If the Contractor, having been called upon by the Purchaser to furnish security, fails to make and to maintain a security deposit within the specified period, it shall be lawful for the Purchaser -

(a) to recover from the Contractor the amount of such security deposit by deducting the amount from the pending bills of the Contractor under the contract or any other contract with the Purchaser or the Government or any person contracting through the Purchaser or otherwise howsoever, or

(b) to cancel the contract or any part thereof and to purchase or authorise the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clause 0702 shall apply as far as applicable.

0503. No claim shall lie against the Purchaser in respect of interest on cash deposits or Government Securities or depreciation thereof.

0504. The Purchaser shall be entitled and it shall be lawful on his part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Purchaser or any part thereof to the satisfaction of the Purchaser and the Purchaser shall also be entitled to deduct from the said deposits any loss or damage which the Purchaser may suffer or be put by reason of or due to any act or other default, recoverable by the Purchaser from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposits, 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.

#### **0600. DELIVERY**

0601. The Contractor shall as may be required by the Purchaser either deliver free or F.O.R. or C.I.F. at the place/places detailed in the contract, the quantities of the stores detailed therein and the stores shall be delivered or despatched not later than the date specified in the contract. The delivery will not be deemed to be complete until and unless the stores are inspected and accepted by the Inspecting Officer as provided in the contract.

0602. 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.

0603. 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.

0604. No stores shall be deliverable to the consignee's depots on Sundays and public holidays without the written permission of the consignee.

#### **0700. TIME FOR AND DATE OF DELIVERY; THE ESSENCE OF THE CONTRACT**

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

0701. Progressing of Deliveries- The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract.

0702. Failure and Termination:- If the Contractor fails to deliver the stores or any instalment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights:-

(a) Recover from the Contractor as agreed liquidated damages and not by way of penalty a sum equivalent to 2 per cent of the price of any stores (including elements of taxes, duties, freight, etc.) which the Contractor has failed to deliver within the period fixed for delivery in the contract or as extended for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or

(b) Cancel the contract or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) at the risk and cost of the Contractor. It shall, however, be in the discretion of the purchaser to collect or not, the security deposit from the firm/firms on whom the contract is placed at the risk and expense of the defaulted firm.

Where action is taken under Sub clause (b) above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account provided the purchase, or, if there is an agreement to purchase 1 such agreement is made, in case of failure to deliver the stores within the period fixed for such delivery in the contract or as extended within six months from the date of such failure and in case of repudiation of the contract before the expiry of the aforesaid period of delivery, within six months from the date of cancellation of the contract. The Contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Purchaser. It shall not be necessary for the Purchaser to serve a notice of such purchase on the Contractor.

Note-- In respect of the stores which are not easily available in the market and where procurement difficulties are experienced the period for making risk purchase shall be nine months instead of six months provided above.

0703. Consequence of Rejection- If on the stores being rejected by the Inspecting Officer or Interim Consignee 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) Require the Contractor to replace the rejected stores forthwith but in any event not later than a period of 21 days from the date of rejection and the Contractor shall bear all cost of such replacement including freight, if any, on such replacing and replaced stores but without being entitled to any extra payment on that or any other account, or

(ii) Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily available) without notice to the Contractor at his risk and cost and without affecting the Contractor's liability as regards the supply of any further instalment due under the contract, or

(iii) Cancel the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily available) at the risk and cost of the Contractor. In the event of action being

taken under Sub clause (ii) above or under this Sub-clause, the provision of Clause 0702 above will apply as far as applicable.

(iv) Where under the contract the price payable is fixed f.o.r. despatching station, the Contractor shall, if the stores are rejected at destination by the consignee, be liable, in addition to his other liabilities, including refund of price recoverable in respect of the stores so rejected, to reimburse to the Purchaser the freight and all other expenses incurred by the Purchaser in this regard.

#### **0800. EXTENSION OF TIME FOR DELIVERY**

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstance of the case, and shall forgo the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub-contractor, though their employment may have been sanctioned under Condition 1500 hereof, shall not be admitted as a reasonable ground for any extension of time or for exempting the Contractor from liability for any such loss or damage as aforesaid.

#### **0900. EXAMINATION OF DRAWING, SPECIFICATIONS AND PATTERNS**

When tenders are called for in accordance with a drawing, specification or sealed pattern the Contractor's tenders to supply in accordance with such drawing, specifications or sealed pattern 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 or scaled pattern be considered.

#### **1000.MISTAKES IN DRAWING**

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. If any dimension figure upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

#### **1100. SAMPLES**

1101. Advance Sample- Where an advance sample is required to be approved under the terms of the contract, the Contractor shall submit the sample free of cost to the Inspecting Officer within the time specified in the acceptance of tender. If the Contractor is unable to do so, he must apply immediately to the Office issuing the acceptance of tender for extension of time stating the reasons for the delay. If the Purchaser is satisfied that a reasonable ground for an extension of time exists, he may allow such additional time as he considers to be justified (and his decision shall be final) with or without alteration in the delivery period stipulated in the acceptance of tender and on such conditions as he deems fit. In the event of the failure of the Contractor to deliver the advance sample by the date specified in the acceptance of tender or any other date to which the time may be extended as aforesaid by the Purchaser or of the rejection of the sample, the Purchaser shall be entitled to cancel the contract and, if so desired, purchase or authorize the purchase of the stores at the risk and cost of the Contractor, in which case the provisions of Clause 0700 shall apply as far as applicable.

1102. Unless otherwise provided in the contract, all samples required for test shall be supplied by the Contractor free of cost. Where sample, which is supplied free, is rejected after examination and test, the same or whatever remains of the sample, after examination and test will be returned to the Contractor at his request and cost within three months of the date of such rejection at public tariff rate at Owner's risk.

1103. Marking- Samples submitted shall be clearly labelled with the Contractor's name and address and the acceptance of tender number.

1104. If the Contractor submits a sample whether with, before or after the tender, the same shall not govern the standard of supply except when it has been specifically stated so in the acceptance of tender.

1105. Where under the contract, the Contractor is required to submit an advance sample, any expenses incurred by the Contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally, shall be borne by the Contractor and he shall not claim any compensation in the event of such sample being found unacceptable by the Inspecting Officer.

1106. The rejection of the sample by the Inspecting Authority or Inspecting Officer shall be final and binding on the Contractor.

1107. Where the contract does not require any advance sample to be approved, the Contractor may before proceeding with bulk manufacture or delivery of the stores, if he so desires, submit to the Inspecting Officer for inspection a sample of the stores in which case a quantity not less than one per cent of the total quantity to be supplied unless otherwise authorized by the Inspecting Officer shall be submitted. The Contractor shall not, however, be entitled to be shown any consideration or give any extension of time or claim to be exonerated from completing the delivery within the stipulated period only on the ground of delay in the approval of any such sample.

1108. If, under the contract, supplies are governed by a sealed pattern the Contractor shall be bound to examine such pattern before preparing a sample or manufacturing the stores in bulk as the case may be.

1109. Loan of Sample- If a certified sample is lent to the Contractor, it will bear a label containing inter alia variations known to the Inspecting Officer between the said sample and the stores desired. If the Contractor finds any further variation between the certified sample and the particulars of specifications mentioned in the contract he shall at once refer the matter to the Inspecting Officer and the Contractors shall also give intimation of such discrepancy to the Purchase Officer. The Contractor shall follow the instructions of the Inspecting Officer as to what sample of particulars should guide the production of stores and the decision of the Inspecting Officer in the matter shall be final and binding on the Contractor.

1110. The Contractor shall not detach the said label from the certified sample and if for any reasons the said label gets detached the Contractor shall at once return the certified sample to the Inspecting Officer for attaching a fresh label.

#### **1200.RISK OF LOSS OR DAMAGE TO GOVERNMENT OR PURCHASER'S PROPERTY.**

1201. All the property of the Government or Purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the Contractor in connection with the contract shall remain the property of the Government or the Purchaser, as the case may be. The Contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.

1202. All such property shall be deemed to be in good condition when received by the Contractor unless he shall have within twenty-four hours of the receipt thereof notified the Purchase Officer to the contrary. If the Contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.

1203. The Contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final and binding on the Contractor. The Contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the Contractor, his servants, workmen or agents.

1204. Where such property is insured by the Contractor against loss or fire at the request of the Government or Purchaser such insurance shall be deemed to be effected by way of additional Precaution and shall not prejudice the liability of the Contractor as aforesaid.

### **1300.INSPECTION BY INSPECTING OFFICER**

1301. (a) When inspection during manufacture or before delivery or despatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or despatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.

(b) In cases where the Inspecting Authority specified in the contract requires on behalf of the Purchaser that during the manufacturing process of the component/stores, etc. is also to be done, notice in writing shall be sent by the Contractor to the Inspecting Officer to visit his premises/works to test the raw materials and/or conduct necessary inspection during the manufacturing process of the component/stores, etc. as deemed essential.

1302. Marking of Stores- The Contractor shall, if so required, at his own expense, mark all the approved stores with a recognized Government or Purchaser's mark. The stores which cannot be so marked shall, if so required by the Inspecting Officer, be packed at his own expense in suitable packages or cases, each of which shall be sealed and marked with such mark.

The Inspecting Officer shall also have power to mark the rejected stores with a rejection mark so that they may be easily identified, if resubmitted for inspection.

1303. Facilities for test and Examination- The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make arrangements for inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer and if the Contractor has been permitted to employ the services of a Sub-Contractor, he shall in his contract with the Sub-Contractor, reserve to the Inspecting Officer a similar right.

1304. Cost of Test- The Contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Inspecting Officer may demand of him for any test and examination, other than special or independent test, which he shall require to make on the Contractor's Premises and the Contractor shall bear and pay all costs attendant thereon. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgement, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any

premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out 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 examination shall be final.

1305. Delivery of Stores for Test- The Contractor shall also provide and deliver for test, free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

1306. Liability for Costs of Special or Independent Test- In the events of rejection of stores or any part thereof by the Inspecting Officer in the consequence of the sample which is removed to the laboratory or other places of test, being found on test not in conformity with the Contract and in the event of the failure of the Contractor for any reason to deliver the stores passed on test within the stipulated period, the Contractor shall, on demand pay to the Purchaser all costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the laboratory to private persons for similar work.

1307. Method of Testing- The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

1308. Stores Expended in Test- Unless otherwise provided for in the contract if the test proves satisfactory and the stores or any instalment thereof is accepted, the quantity of the stores or materials expended in the test will be deemed to have been taken delivery of by the Purchaser and be paid for as such.

1309. Powers of Inspecting Officer- The Inspecting Officer shall have the power  
(i) before any stores or part thereof are submitted for inspection to certify that they can not be in accordance with the contract owing to the adoption of any unsatisfactory method of manufacture.  
(ii) to reject any stores submitted as not being in accordance with the particulars.  
(iii) to reject the whole of the instalment tendered for inspection, if after inspection of such portion thereof as "he may in his discretion think fit, he is satisfied that the same is unsatisfactory.

(iv) the Inspecting Officer's decision as regards the rejection shall be final and binding on the Contractor.

#### **1400.CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT**

The Contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contract, though special provision therefore may not be made in the specification of drawings.

#### **1500.RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

1501. Risk in the Stores- The Contractor shall perform the contract in all respects in accordance with the terms and conditions thereof. The stores and every constituent part thereof, whether in the possession or control of the Contractor, his agents or servants or a carrier, or in the joint possession of the Contractor, his agents or servants and the Purchaser, his agents or servants, shall remain in every respect at the risk of the Contractor, until their actual delivery to the consignee at the stipulated place or destination or, where go provided in the acceptance of tender, until their delivery to a person specified in the contract as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss,

destruction, damage or deterioration of or to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the Contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible to make claims against a Railway Administration or 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 transmission to the consignee or the interim consignee as the case may be.

1502. Consignees Right of Rejection – Notwithstanding any approval which the Inspecting Officer may have given in respect of the stores or any materials or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the Contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the Purchaser, to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the contract if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch or delivery or during transit or otherwise howsoever.

Note- In respect of materials pre-inspected at the firm's premises the consignee will issue rejection advice within 90 days from the date of receipt.

1503. 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.

1504. The provisions contained in Clause 2200 relating to the removal of stores rejected by the Inspecting Officer shall *mutatis mutandis* apply to stores rejected by the consignee as herein provided.

Note- In respect of stores inspected during manufacture or before delivery or despatch at contractor's premises the consignee will issue communication of rejection within 90 days from the date of actual delivery thereof.

1505. Subletting and Assignment- The Contractor shall not, save with the previous consent in writing of the Purchaser, sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

In the event of the Contractor's subletting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purpose.

#### 1506. **Changes in a Firm-**

(a) Where the Contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the Purchaser, which may be granted only upon execution of a



written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.

(b) On the death or retirement of any partner of the Contractor firm before complete performance of the contract, the Purchaser may, at his option, cancel the contract and in such case the Contractor shall have no claim whatsoever to compensation against the Purchaser.

(c) If the contract is not determined as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Purchaser by registered post acknowledgement due.

(d) Consequence of breach- Should a partner in the Contractor firm commit a breach of Sub clause 1505 above or the Contractor should commit a breach of the conditions 1506(a) of this Sub clause, it shall be lawful for the Purchaser to cancel the contract and purchase or authorize the purchase of the stores at the risk and cost of the Contractor and in that event the provisions of Clauses 0600 and 0700 as far as applicable shall apply.

(e) The decision of the Purchaser as to any matter or thing concerning or arising out of this sub clause or on any question whether the Contractor or any partner of the Contractor firm has committed a breach of any of the conditions in this sub clause contained shall be final and binding on the Contractor.

#### 1507. Assistance to the Contractor-

(a) The Contractor shall be solely responsible to procure any material or obtain any import or other licence or permit required for the fulfilment of the contract and the grant by the Purchaser or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid, or shall not be construed as a representation on the part of the Purchaser that the material covered by such licence or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the Purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But, if by reason of any such assistance as aforesaid, the Contractor obtains any materials at less than their market price or the cost of production of the stores is lowered the price of the stores payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the Purchaser whose decision shall be final and binding on the Contractor.

(b) Every effort made by the Purchaser to supply, or give assistance in the procurement of materials, whether from the Government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government or by any officer empowered in that behalf by law or under other arrangements made by the Purchaser shall be deemed to be subject to the condition that it will be performed with due regard to the other demands and only if it is found practicable to do so within the stipulated time and the decision of the Purchaser whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the Contractor.

#### **1600.USE OF RAW MATERIALS SECURED WITH GOVERNMENT ASSISTANCE**

##### 1601.

(a) Where any raw material is procured for the execution of a contract with the assistance of the Government rendered in the form of permit, or licence or quota certificate/essentiality certificate or

release order issued by or on behalf of or under the authority of the Government or by an officer empowered in that behalf, or

(b) where the raw material is issued to the Contractor from Government stock, or

(c) where advance payments are made to the Contractor to enable him to purchase the raw material, or

(d) Where raw material is arranged by the Government, the Contractor-

(i) shall hold such material as trustee for the Government,

(ii) Shall use such material economically and solely for the purpose of the contract.

(iii) shall not dispose of the same without the previous permission in writing of the Purchaser, and

(iv) shall render due account of such material and return to the Government at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material, the Contractor shall be entitled to such price therefor as the Purchaser may fix, having regard to the condition of such material.

1602. Where the contract is terminated due to any default on the part of the Contractor, the Contractor shall pay all transport charges incurred for returning any material up to such destination as may be determined by the Purchaser and the decision of the Purchaser in that behalf shall be final and binding on the Contractor.

1603. If the Contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the Government for all moneys, advantages or profits accruing from or which, in the usual course, would have accrued to him by reason of such breach.

1604. Where the stores manufactured or fabricated by the Contractor out of the material arranged or procured by or on behalf of the Government are rejected, the Contractor shall, without prejudice to any other right or remedy of the Government, pay to the Government, on demand, the cost price or market value of all such materials whichever is greater.

## **1700.INDEMNITY**

1701. The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of designs or trade mark . Provided always that in the event of any claim in respect of alleged breach of letters patent, registered designs or trade mark being made against the Purchaser, the Purchaser shall notify the Contractor of the same and the Contractor shall, at his own expense, either settle any such dispute or conduct any litigation that may arise there from.

1702. The Contractor shall not be liable for payment of any royalty, licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the

contract, to be treated as an agent of the Government for the purpose of making use of patent or trade mark for fulfilment of the contract.

## **1800. PACKING**

1801. The Contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and/or sea as provided in the contract so as to ensure their being free from loss or damage on arrival at their destination.

1802. Unless otherwise, provided in the contract all containers (including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.

1803. If the contract provides that the containers shall be returnable, they must be marked “ Returnable ” and they will be returned to the Contractor as per terms of the contract.

1804. If the contract provides that returnable containers shall be separately charged, they shall be invoiced by the Contractor at the price specified in acceptance of tender. In such cases, the Contractor shall give full credit for the invoiced amount if the containers are returned to the Contractor. Return of containers shall be made within a reasonable time and in the event of any dispute or difference arising as to whether the containers were so returned, the decision of the Purchaser thereon shall be final and binding and the Purchaser may, in his discretion award, such compensations as may in his opinion be proper for any undue delay in returning the containers.

1805. Each bale or package delivered under the contract shall be marked by the Contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores, the name and address of the Consignee, the gross weight of the package and the name of the Contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.

1806. The Inspecting Officer may reject the stores if the stores are not packed/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the Contractor.

1807. Each bale or package shall contain a packing note specifying the name and address of the Contractor, the number and date of the acceptance of tender or supply order and the designation of the Purchase Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

## **1900. NOTIFICATION OF DELIVERY**

Notification of delivery or despatch in regard to each and every instalment shall be made to the consignee and to the indenter immediately on despatch or delivery. The Contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account Quoting number of the acceptance of tender and/or supply or repeat and date of despatch of the stores. All packages, containers, bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note or Bill

of Lading, if any, shall be forwarded to the consignee by registered post immediately on the despatch of stores. The Contractor shall bear and reimburse to the Purchaser demurrage charges, if any, paid by reason of delay on the part of the Contractor in forwarding the Railway Receipt, Consignment Note or Bill of Lading.

## **2000. PROGRESS REPORTS**

2001. The Contractor shall from time-to-time, render such reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Purchaser.

2002. The submission, receipt and acceptance of such reports shall not prejudice the rights of the Purchaser under the contract, nor shall operate as an estoppel against Purchaser merely by reason of the fact that he has not taken notice of/or subjected to test any information contained in such report.

## **2100. FREIGHT**

The stores shall be despatched at public tariff rates. In the case of F.O.R., station of despatch contract, the stores shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so will render the Contractor liable for any avoidable expenditure caused to the Purchaser. Where alternative routes exist, the Purchaser shall, if called upon to do so, indicate the most economical route available, or name the authority whose advice in the matter shall be taken and acted upon. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the Contractor,

2101. In respect of road deliveries where the Municipal/local authorities do not accept Octroi Duty exemption Certificate, the Octroi Duty shall be borne by the Seller.

## **2200.REMOVAL OF REJECTED STORES**

2201. On rejection of all stores submitted for inspection at a place other than the premises of the Contractor, such stores shall be removed by the Contractor at his own cost subject as hereinafter stipulated, within 21 days of the date of intimation of such rejection. If the concerned communication is addressed and posted to the Contractor at the address mentioned in the contract, it will be deemed to have been served on him at the time when such communication would be in the course of ordinary post reach the Contractor. Provided that the Inspecting Officer may call upon the Contractor to remove dangerous, infected or perishable stores within 48 hours of the receipt of such communication and the decision of the Inspecting Officer in this behalf shall be final in all respects. Provided further that where the price or part thereof has been paid, the consignee is entitled without prejudice to his other rights to retain the rejected stores till the price paid for such stores is refunded by the Contractor save that such retention shall not in any circumstances be deemed to be acceptance of the stores or waiver of rejection thereon.

2202. 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 Inspection Officer may remove the rejected stores and either return the same to the contractor at his risk and cost by such mode of transport as the Purchaser or Inspecting Officer may decide, or dispose of such stores at the Contractor's risk and on his account and retain such portion of the proceeds, if any from such disposal as may 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 ground rent/demurrage charges on the rejected stores after the expiry of the time limit mentioned above.

2203. The stores that have been despatched by rail and rejected after arrival at destination may be taken back by the Contractor either at the station where they were rejected or at the station from which they were sent, after refunding the price paid for such stores and other charges refundable as a consequence of such rejection. If the contract placed for delivery F O. R. station of despatch, the Contractor shall pay the carriage charges on the rejected consignment at public tariff rates from the station of despatch to the station where they are rejected. If the Contractor elects to take back the goods at the station from which they were despatched, the goods shall in addition, be booked back to him freight to pay at public tariff rates and at owner's risk. The Contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return or rejected stores in addition to other charges refundable as a consequence of rejection. The goods shall remain the property of the Contractor unless and until accepted by the Purchaser after inspection.

## **2300. SYSTEM OF PAYMENT**

2301. Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Purchase Officer in accordance with the instructions given in the Acceptance of Tender, by a cheque or demand draft on a branch of the Reserve Bank of India or State Bank of India transacting government business as may be decided by the Purchaser.

2302. Payment for the stores or for each consignment thereof will be made to the Contractor on submission of bills accompanied by required document in accordance with the following procedure in contracts where such a facility to the Contractor has specifically been agreed to by the Purchaser: -

(a) 95 per cent payments for the stores or each consignment thereof will be made to the firms against proof of inspection and despatch. The original railway receipt should be sent to the Accounts Officer responsible for payment along with 95 per cent bill advising the particulars of despatch to the consignee. The Accounts Officer after passing the 95 per cent bill should pass on the original railway receipt to the consignee for taking delivery of the consignment. It should, however, be ensured that there is no delay in the Accounts Office transmitting the original railway receipt to the consignee.

(b) The balance 5 percent shall be paid on receipt of the stores or each consignment thereof in accordance with the terms of the contract in good condition by the consignee, with a certificate to that effect endorsed on the copy of the Inspection Note by the Consignee which shall accompany the bill submitted by the Contractor.

(c) In the case of F.O.B. & C. & F. contract 95 per cent of the price will be paid on presentation of shipping documents and inspection certificate and the remaining 5 per cent on receipt of the stores in accordance with the terms of the contract in good condition by the Consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the Consignee, or alternatively at the Contractor's option, the full value of the stores will be paid after inspection, on receipt of the consignment in accordance with the terms of the contract in good condition by the Consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.

2303. In all other contracts or in contracts where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the Consignee himself at destination and in all cases of local delivery full payment shall be made on submission of " Final 100 percent bill " supported by the Inspection Certificates and consignee's receipt as aforesaid to the Accounts Officer concerned.

Note-

(1) The system of 95 percent and 5 percent payment is not applicable to claims amounting to Rs.1000/- or below. In such cases only a single bill for value should be submitted.

(2) In the case of Running Contracts, the system of payment will be similar to the above except that payment would be 98 per cent and 2 per cent instead of 95 per cent and 5 per cent specified above.

#### **2400. WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED**

2401. Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the Purchaser shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any, deposited by the Contractor and for the purpose aforesaid, the Purchaser shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the Purchaser shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with the Purchaser or the Government pending finalisation or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the Purchaser will be kept withheld or retained as such by the Purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court as prescribed under clause 2703 hereinafter provided, as the case may be, and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor.

2402. For the purpose of Clause 2401, where the Contractor is a partnership firm or a limited company, the Purchaser shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner / limited company, as the case may be, whether in his individual capacity or otherwise.

2403. Lien in respect of Claims in other Contracts- Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may withhold or retain by way of lien by the Purchaser or Government against any claim of the Purchaser or Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Purchaser or Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Purchaser or Government will be kept withheld or retained as such by the Purchaser or Government till his claim arising out of the same contract or any other contract is either mutually settled or determined by the arbitrator, if the contract is governed by the arbitration clause or by the competent court under Clause 2703 hereinafter provided, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

#### **2500. CORRUPT PRACTICES**

2501. The Contractor shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government or for showing any favour or for bearing to show disfavour to any person in relation to the contract or any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor or by any one employed by him or acting on his behalf under IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor and to recover from the Contractor the amount of any loss arising from such cancellation in accordance with the provisions of Clauses 0600 and 0700.

2502. Any dispute or difference in respect of either the interpretation effect or application or the above condition or of the amount recoverable thereunder by the Purchaser from the Contractor, shall be decided by the Purchaser, whose decision there on shall be final and binding on the Contractor.

## **2600. INSOLVENCY AND BREACH OF CONTRACT**

2601. The Purchaser may at any time, by notice in writing summarily determine the contract without compensation to the Contractor in any of the following events, that is to say

(a) if the Contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(b) if the Contractor being a company is wound up voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager, or

(c) if the Contractor commits any breach of the contract not herein specifically provided for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue 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.

## **2700. LAWS GOVERNING THE CONTRACT**

2701. This contract shall be governed by the Laws of India for the time being in force.

2702. Irrespective of the place of delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.

2703. Jurisdiction of courts- This Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

2704. Marking of stores- The marking of the stores must comply with the requirements of the laws relating to merchandise marks for the time being in force in India.

2705. Compliance with provisions of Contract Labour (Regulation and Abolition) Act, 1970

(1) The Contractor shall comply with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, as modified from time-to-time, wherever applicable and shall also indemnify the Purchaser from and against any claims under the aforesaid Act and the Rules.

(2) The Contractor shall obtain a valid licence under the aforesaid Act as modified from time-to-time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non execution of the contract.

(3) The Contractor shall pay to labour employed by him directly or through Sub-Contractors the wages as per provisions of the aforesaid Act and the Rules wherever applicable. The Contractor, shall, notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour indirectly engaged on the contract including any engaged by his Sub-Contractors in connection with the said contract, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the contract for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and the Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the Rules, the Purchaser is obliged to pay any amount of wages to a workman employed by the Contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur any expenditure on account of the contingent liability of the Purchaser due to the Contractor's failure to fulfil his statutory obligations under the aforesaid Act or the Rules the Purchaser will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Purchaser under Section 20, Sub-section (2) and Section 21, Sub-section (4) of the aforesaid Act, the Purchaser shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/or from any sum due by the Purchaser to the Contractor whether under the contract or otherwise. The Purchaser shall not be bound to contest any claim made against it under Sub-section (i) of Section 20 and Sub-section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Purchaser full security for all costs for which the Purchaser might become liable in contesting such claim. The decision of the Purchaser regarding the amount actually recoverable from the Contractor as stated above, shall be final and binding on the Contractor.

## **2800. HEADINGS**

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

## **2900. ARBITRATION**

(a) In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these 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 in the case of contracts entered into by the Zonal Railways and Production Units; by any Member of the Railway Board, in the case of contracts entered into by the Railway Board and by the Head of the Organisation in respect of contracts entered into by the other Organisations under the Ministry of Railways. 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 servant have 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) In the event of the arbitrator dying, 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.

(c) It is further a term of this 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.

(d) The arbitrator may from time-to-time with the consent of all the parties to the contract enlarge the time for making the award.

(e) Upon every and any such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.

(f) Subject as aforesaid, the Arbitration Act, 1940 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

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

(h) 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.

### **3000. FALL CLAUSE**

Deleted.

### **3100. INSPECTION & REJECTION**

Where under a contract the price payable is fixed on F.O.R. station of despatch basis, the Contractor shall, if the consignee rejects the stores at destination be liable in addition to his other liabilities, to reimburse to the Purchaser the freight paid by the Purchaser.

3101. Notification of Result of Inspection.-Unless otherwise provided in the specification of schedule, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the Contractor.

3102. Inspection Notes.--On the stores being found acceptable by the inspecting Officer he shall furnish the Contractor with necessary copies of Inspection Notes duly completed, for being attached to the Contractor's bill in support thereof.

### **3200. WARRANTY/GUARANTEE**

3201. The Contractor/Seller hereby covenants that it is a condition of the contract that all goods/stores/articles furnished to the Purchaser under this contract shall be of the highest grade free of all 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.

3202. 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 months after their delivery or 24 months from the date of placement in service whichever shall be sooner, and this warranty shall survive notwithstanding the fact that the goods/stores/articles may have been inspected, accepted and payment therefor made by the Purchaser.

3203. If during the aforesaid period, the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated, otherwise than by fair wear and tear the decision of the Purchaser in that behalf being final and conclusive that 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 and quality. On such rejection, the goods/stores/articles will be at the Seller's risk.

If the Contractor/Seller so desires, the rejected goods may be taken over by him or his agents for disposal such manner as he may deem fit within a period of 3 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 Indian Railways Standard Conditions of Contract relating to the 'rejection of stores' and 'failure' and 'termination' add and Clause 3100-02 above shall apply.

3204. The Contractor/Seller shall, if required, replace the goods or such portion thereof as have been rejected by the Purchaser, free of cost, at the ultimate destination, or at the option of the Purchaser, the Contractor/Seller 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.

### **3300. BOOK EXAMINATION CLAUSE**

The Government 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).

The obligation imposed by this clause is without prejudice to the obligation of the contractor under any statute, rules or orders shall be binding on the Contractor.

(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 of its 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).

(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 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 judgement of the Purchaser which would be final and binding on the Contractor and his agencies.

### **3400.INSPECTION AT THE FAG END OF THE DELIVERY PERIOD**

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

(a) The Purchaser has the right to recover from the contractor under the provision of clause 0702 (a) of I.R.S. Conditions of Contract liquidated damages on the stores which the Contractor has failed to deliver within the period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax on account of Foreign Exchange variation or on account of any other tax or duty liveable in respect of stores specified in the contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

(C) That not with standing any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of the delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.

(d) But nevertheless, the Purchaser shall be entitled to the benefit fit of any decrease in price on account of reduction in or remission of Custom Duty, Sales Tax or on account of Foreign Exchange variation or on account of any other Tax or Duty or on other ground as stipulated in the price variation, clause which takes place after the expiry of the date of delivery period stipulated in the contract.

3401. The Contractor shall not despatch the Stores till such time as an extension in terms of para 3400 (a) to (d) above is granted by the Purchaser and accepted by the Contractor. 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 (a) to (d) mentioned in the paragraph 3400 above.

3402. In case where the entire quantity has not been tendered for inspection within the delivery period stipulated in the contract and the Purchaser chooses to grant an extension of the delivery period the same would be subject to conditions (a) to (d) mentioned in the paragraph 3400 above.

**3500.** The special conditions wherever they differ from these standard conditions override the latter.

#### **(ADDITIONAL) SPECIAL CONDITIONS FOR RUNNING CONTRACTS**

(Vide Para 417-S)

In addition to Standard Conditions of Contract, the following special conditions shall apply to (Running) Contract: -

**3600.** Purpose of Contract and Parties to the Contract.

3601. The parties to the contract, which shall be deemed to be a "Running Contract" and which is intended for the supply of the stores of the descriptions and approximately in the quantities set forth in the contract during the period specified therein, shall be the Contractor of the one part and the authorities named in the contract hereinafter called the Purchaser (which expression shall, where the context so admits or implies, be deemed to include his successors and assigns) of the other part. The quantities shown in the said Contract, are only approximate, and cannot be guaranteed.

3602. The Purchaser may authorise any officer (who shall hereinafter be called Direct Demanding Officer) at any time during the period of the contract, to place orders direct on the Contractor.

3603. Any variation of this contract shall not be binding on the Purchaser unless or until same is endorsed on the contract or incorporated in a formal instrument in exchange of letters and signed by the parties.

#### **3700. DELIVERY.**

3701. The Contractor shall as may be required by the Purchaser either deliver free or F.O.R or C.I.F. at the place or places specified in the contract such quantities of the stores detailed in the said contract as may be ordered direct from the Contractor from time-to-time by the Purchaser or by the Direct Demanding Officer. The Contractor shall deliver or despatch the full quantity of the stores so ordered within the period specified in the said contract.

### **3800. INCREASE OR DECREASE OF QUANTITIES**

The Purchaser shall be entitled at any time to increase or decrease the approximate total quantities of each description of stores shown in the said contract by not more than 30 per cent and will give reasonable notice in writing of any such increase or decrease to the Contractor.

### **3900. MAINTENANCE AND REPLACEMENT OF STOCKS**

3901. To meet casual demands, the Contractor shall maintain at all time in stock (until 75 per cent of the requirements have been drawn), at the place (s) specified in the contract, the quantity/quantities mentioned therein. All demands should be complied with immediately they are received by the Contractor or within the period, if any, stipulated in individual orders. As soon as the Contractor is called upon to effect supplies, he shall take action to replenish the guaranteed stocks until such time as 75 percent of the total approximate requirement has been drawn and such replenishment shall be completed with the period specified in the contract, after the receipt by the Contractor of casual demands. Due notice will be given to the Contractor by the Direct Demanding Officers or by the Purchaser, if any additional quantities over and above 75 per cent of the total approximate requirements are required and Contractor shall then arrange stocks accordingly.

3902. The period for replenishment of stocks will be allowed only if the material is not in stock. If the material is in stock, this Provision will be in operative even though the guaranteed stock quantity may have been supplied against the contract.

### **4000. REPORTING PROGRESS OF CONTRACT**

The Contractor shall, three calendar months before the termination of the contract or at such intervals as may be specified in the contract, submit a report to the Purchaser stating the total quantity of stores delivered or despatched under the contract.

**4100.** Special conditions where they differ from Standard Conditions override the latter.

## BID DOCUMENT PART-I

### SECTION-III

#### SPECIAL CONDITIONS OF TENDER

##### FOR TENDER NO:- SP-3/039/B&S/OT/2012

- 1.0 **APPLICABILITY:** These special conditions will be applicable in addition to other special conditions mentioned in bid document part-II or technical specifications if any. In case same condition is appearing in bid document part-II or technical specifications also then condition mentioned here will get superseded by that which is available in bid document part II or specifications.
- 2.0 **Consignee:-** Director/B&S/SB-II , Bridge & Structure Directorate , RDSO , Manak Nagar, Lucknow-226011, Uttar Pradesh.
- 3.0 **Delivery Period:-** Delivery period 4 months from the date of Purchase Order is desirable.
- 4.0 **Item is for research purpose:** The tendered item is required for research purpose. RDSO, being a Research Institution of Ministry of Railways and also registered with Department of Scientific and Industrial Research, New Delhi, is at present, eligible for exemption from payment of customs duty ( in full except 5% ad- valorem plus cess etc. and additional CD @ 4% or as applicable time to time for public funded research institutes) & excise duty in full under Government Notification no. 51/96- Customs dated 23 July 1996 (as amended) and Government notification No: 10/97-Central Excise dated 1 March 1997 as amended) for the research certified items respectively. *As this item is meant for research purpose hence RDSO is entitled for excise duty/custom duty exemption .Accordingly tenderer(s) may quote their prices considering above exemption or as the case may be, duly indicating clearly each element of cost/offer, with and without concessional/ exemption, failing which inter-se ranking will be judged duly loading with maximum value applicable for the case.*
- 5.0 **Evaluation Criteria-** All offers will be compared on FOR destinations rate all inclusive, as per bid documents part-I, to arrive at lowest suitable offer.
- 6.0 **Warranty Clause-** The warranty for the subject tendered item will be **THREE** years. The contractor is required to submit Warranty Performance Guarantee Bond for a period of 3 years plus three months, as per bid documents part-I,
- 7.0 **Payment Terms-** The standard payment terms subject to recoveries if any, under the liquidated damages clause and general condition of contract will be as under: -
- (a) 100% payment against inspection certificate, satisfactory installation & commissioning of software and Training at RDSO premises within 30 days of receipt of documents as specified. Subject to submission of Bank Guarantee for an amount of 10% of contract value, as warranty security.

8.0 **INSPECTION:-** Inspection will be carried out by the consignee on receipt of material at RDSO, Lucknow.

For & on behalf of President of India  
Acting through Executive Director/Stores/RDSO

# **Bid document Part-II**

## **(SECTION-I)**



सत्यमेव जयते

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS

## **TECHNICAL SPECIFICATION**

Bridge & Structure Directorate  
Research Design and Standard Organization  
Manak Nagar, Lucknow  
INDIA – 226011



## **TECHNICAL SPECIFICATION**

Sr.	Description	Qty.
1	Up-gradation of Existing STAAD Pro 2005 (Network License Software for 5 LAN Users) To STAAD Pro V8i or Latest version (Network License Software for 5 LAN Users)	05 Nos.
2.	Select Subscription of above STAAD Pro V8i or Latest version License for 03 Years.	05 Nos.
3.	Training on STAAD Pro V8i or Latest version for 03 Days for a group of 6-8 Participants.	01 No.
4.	Period of Warranty:-	36 Months

**END OF TENDER**