

## **SPECIAL CONDITIONS OF CONTRACT FOR GLOBAL TENDER:**

### **1. GENERAL INSTRUCTIONS:**

The Contract will be governed by

- 1.1** Indian Railway Standard Conditions of the Contract (duly updated and corrected up to the date of tender opening) which are enclosed to the Tender Schedule.
- 1.2** General Tender conditions which are enclosed to the Tender Schedule.
- 1.3** Special Conditions of Contract which are enclosed to the Tender Schedule.

Where the provisions of any of the condition mentioned in any of the references in para above varied with each other, the conditions contained in the latter will prevail (i.e **1.2 overrides 1.1, 1.3 overrides 1.2 & 1.1;**).

### **2. AGENTS AND SERVICE FACILITIES IN INDIA - AGENCY COMMISSION:**

- 2.1** Foreign bidders who take the services of an Indian Agent for servicing in India shall furnish the following in their bid :
  - a.** The name and address of the local agent.
  - b.** The amount of remuneration for the agent if included in the offer.
  - c.** The precise relationship between the foreign manufacturer/principal and their Indian Agent.
  - d.** The mutual interest, which the manufacturer/principal and the Indian Agent have in the business of each other
  - e.** Any payment which the Indian agent receives in India or abroad from the manufacturer / Principal whether as a commission for the contract or as a general retainer fee.
  - f.** Indian Agent's Income -Tax Permanent Account Number.
  - g.** Details of services to be rendered by the Agent whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.
  - h.** Past performance of the Indian Agent.
  - i.** The amount of agency commission payable to the Indian agent will not be more than what is specified in the agency agreement between the Bidder (i. e., the Foreign Principal) and the Indian agent. A certified photo-copy of the Agency Commission Agreement shall be submitted along with the offer. (ref. Board's letter No.89/RS(G)/779/6 dt 22.01.2009)

## **2.2 Foreign Bidders or their Indian agent should quote:**

- 2.2.1** Net FOB or CFR prices exclusive of the amount of remuneration or commission payable to Indian agent.
- 2.2.2** Agency Commission/remuneration payable to their Indian Agent. It should be understood that the Purchaser will make direct payment of such commission to the Indian Agent in respect of a contract arising out of this invitation to bid, where the Indian Agent's remuneration / commission covers a part of the contract price.
- 2.3** In the case of foreign bids, Agency Commission finally payable to the Bidder's Authorized Agent in India under the contract will be converted to Indian Rupees at the telegraphic transfer buying rate of exchange ruling on the date of placement of the order as quoted by State Bank of India and shall not be subject to any further exchange variation.
- 2.4** The Agency Commission shall be paid in non-convertible Indian Rupees through RTGS system prevailing among all the Nationalized /Scheduled Commercial Banks.
- 2.5** The Indian agent will be required to submit a certificate, along with their Agency Commission Bill confirming that the amount claimed as Agency commission in the bill has been spent/will be spent strictly to render service to the foreign principal i. e. M/s (i. e, the contractor) in terms of agency agreement.
- 2.6** The Purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian agent and defect or misrepresentation in respect of the afore indicated confirmation coming to light during such examinations will make the foreign principal (i. e. the contractor) and their Indian agent liable to be banned/suspended from having business dealings with the Indian Railways following laid down procedure of such banning/suspension of business dealings.
- 2.7** The Agent is official representative of Manufacturer/Principal/Bidder. Accordingly Manufacturer/ Principal/Bidder shall be fully responsible for the conduct of their appointed Agent.
- 2.8** In case of supply of equipments where commissioning is involved, the payments towards Agency commission shall be released to the Indian Agent after successful completion of the contract i.e. after proving tests and final commissioning of the machine(s) in India. In cases where no commissioning is involved (eg., supply of spares, tools etc.), the payments to the Indian agent shall be released for each installment of the supply after its receipt and acceptance at the destination.

### **3. AUTHORIZED DEALERS OF OEM:**

Bulk purchase will be made only from OEM i.e. M/s HARSCO-USA or their authorized representative with Tender Specific Authorization. Authorized dealers shall attach Tender Specific Authorization along with the offer, failing which the offer shall be summarily rejected

**NOTE: Foreign bidders who wish to participate in tender through an Indian Agent may refer to Para 2 or through authorized dealers may refer to Para 3**

### **4. SUBMISSION OF EARNEST MONEY/BID GUARANTEE:**

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

#### **4.1 Foreign Bidders :**

- 4.1.1** Deposit Receipt, Pay Orders, Demand Drafts in favour of the Principal Financial Adviser, South Central Railway, Telangana (India) from a Nationalized Indian Bank or scheduled commercial Bank in India.
- 4.1.2** Bonds of Indian Railway Finance Corporation (IRFC) and Konkan Railway Corporation Ltd (KRCL). (Acceptable in the name of bidder only)
- 4.1.3** In case bank guarantee is submitted as Earnest money it should be issued by a Nationalized Indian Bank or a scheduled bank in India in the format as per **Annexure-1** (in case bank guarantee is submitted by bidder) and as per **Annexure-2** (in case bank guarantee is submitted by Indian Agent for and on behalf of bidder) and having a validity period of 225 days (45 days beyond Bid Validity). In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalized bank in India is required, for the avoidance of doubt. Scheduled bank shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act 1935. It shall be ensured that the complete particulars of the bank (issuing bank guarantee) mailing address including telephone number, fax number and e-mail ID are invariably indicated on the bid bonds.
- 4.1.4** The Bank Guarantee (BG) to be submitted towards Earnest Money/Bid Guarantee by the Bidder should be sent to the Purchaser by the issuing Bank under Registered Post and a copy of the BG should be submitted along with the offer.

- 4.1.5** Tenderer/bidder is required to upload the copy of necessary document (i.e. money receipt, demand draft, bank guarantee bond etc.) along with their e-bid. These documents in original in proof of having submitted bid guarantee should be mandatorily submitted in South central railway within the specified time limit i.e on the the date of opening of tender.
- 4.1.6** Indian agent can pay BID Guarantee, if authorized by the Bidder, in the manner other than Bonds of IRFC and KRCL.

#### **4.2 Indian Bidders :**

- 4.2.1** Indian Bidders shall deposit the Earnest Money/Bid Guarantee preferably via the online system as available on [www.ireps.gov.in](http://www.ireps.gov.in) site. They also have an option to deposit Earnest Money/Bid Guarantee as stipulated in above para.
- 4.3** If the validity of the offer is extended, the validity of Bank Guarantee (BG) towards Earnest Money/Bid Guarantee shall also be suitably extended, failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 4.4** No interest will be payable by the Purchaser on the Earnest Money/Bid Guarantee.
- 4.5** The Earnest Money/Bid Guarantee is liable to be forfeited if the Bidder withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of his offer.
- 4.6** The Earnest Money/Bid Guarantee of all unsuccessful Bidders will be returned by the Purchaser after placement of contract on successful bidder in the same currency as remitted by the bidder.

#### **5. LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors, which would have any effect on the performance of the contract and cost of executing the contract. In his own interest, the foreign Bidder should familiarize himself with the Income Tax Act-1961, the Companies Act 1956, the Customs Act 1962 and related Laws in force in India.

The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions.

## **6. ALTERATIONS/IMPROVED SPARES:**

Any new/improved spare parts introduced by OEM in lieu of existing spare parts fitted on machine should be intimated to S.C. Rly once PO is placed along with declaration from OEM that these spares are improved version as compared to that of originally fitted/existing and can be used one to one replacement basis on machine and will not adversely affects the machine as a whole/part of machine or its functionality. Spares will have different part number and description than the originally fitted/existing item on the machine and then the improved part with different Part number and description has to be supplied at the same rates as per pre agreed contracted price.

### **6.1 PRICE BASIS AND INDEMNITY :**

#### **6.2 Foreign bidders ( Including Indian agent):**

**6.2.1** Foreign Bidder shall quote the price on the basis of FOB nearest Port of shipment having facilities to handle the same. The quoted FOB price shall be firm and not subject to any price variation.

**6.2.2** In case the bidder desires to submit the bid on CFR basis (cost and freight), the bidder shall submit the CFR PRICE at the Indian Port of Destination indicated below.

|    |                   |                                   |
|----|-------------------|-----------------------------------|
| 1) | Port of Discharge | NHAVA SHEVA PORT OR MUMBAI, INDIA |
|----|-------------------|-----------------------------------|

**6.2.3** In case of CFR price, the FOB price and the ocean freight charges shall be indicated separately.

**6.2.4** In case of CFR price, the quoted FOB price and freight charges shall be firm and not subject to any price variation.

**6.2.5** All delivery terms such as FOB, CFR, shall be as defined in the current edition of the International rules for the interpretation of the trade terms published by the International Chamber of Commerce, Paris and commonly referred to as INCOTERMS.

**6.2.6** These prices should not include agency commission payable to Indian agents, which shall be quoted separately in the specified places.

**6.2.7** The prices should be stated only in one currency and should either be in US Dollars or in a freely convertible currency. However, the portion of the bid price relating to components of Indian origin to be incorporated in the stores and/or supply shall be stated in Indian Rupees.

**6.2.8** The contract price will normally be paid in the currencies in which the price is stated by the successful tenderer(s). However, Purchaser reserves the

right to effect payment of the equivalent amount in the currency or currencies of the Country of Origin of the goods in case the price is stated in other currencies. The equivalent amount will be calculated on the basis of rates of exchange prevalent on the date of payment.

- 6.2.9** The Bidders should quote their lowest possible price. Quoted Rates should be made only for units specified in the " instructions for placing supply orders against Running contract"/e-bid templates . In case of sea worthy consignments, i.e., heavy consignments to be shipped in containers loads, the gross weight of the items and the number of units which can be shipped in 20' (Twenty Feet) containers shall be indicated by the bidders. This is required for the the purpose of evaluation of offers. In case of air worthy consignments, i.e., fragile / small consignments worthy to be shipped by air, the gross weight of items and the number of units along with dimension of the package shall be indicated by the bidders. This is required for the purpose of evaluation of offers.

**6.3 INDIAN BIDDERS ( Including Authorized dealer of OEM) :**

- 6.3.1** Indian Bidder shall quote the price on door delivery at destination, which shall include all State/Central Taxes, Excise and other duties leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory price, taxes and excise duties individually, incidentals and handling charges, freight and insurance charges, if any, shall also be given.
- 6.3.2** The basic price quoted by the Bidder in the break up should be exclusive of Excise duty, sales tax etc., The duties and taxes will be paid by the Purchaser, if legally leviable at the rate applicable on the date of supply as specified in the acceptance of tender.
- 6.3.3** In case the bidder desires to ask for any other duties/ charges as extra, the same must be specifically stated, specifying the prevailing rates of duties/charges clearly. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- 6.3.4** In case of Indian Bidders offering material with import content, it shall be noted that no variation in the exchange rate of foreign currency is permissible for the import content. Clearance from Ministry of External Affairs wherever necessary should be arranged by the suppliers.

## **7. EVALUATION OF THE OFFERS :**

- 7.1** The e-bids received would be evaluated on the basis of landed price at Indian Port of destination mentioned in the tender schedule (For offers in foreign currency) or at destination (in case of indigenous offer) .
- 7.2** To facilitate evaluation and comparison, the Purchaser will convert all Bid Prices expressed in the amounts in various currencies in the Bid Price as payable, to Indian Rupees at the B.C. selling exchange rate established by the State Bank of India, New Delhi, as on the date of the Bid Opening .
- 7.3** The tenders received will be evaluated by the Purchaser to ascertain the best and lowest acceptable tender in the interest of the purchaser, as specified in the specifications and tender documents.
- 7.4** In case of offers in foreign currencies, the following components would be added to FOB price (excluding agency commission and unconditional discount, if any to calculate the landed price of an imported offer:
- I.** Ocean freight as advised by Ministry of Shipping including firm and variable component.
  - II.** Insurance charges as per Indian Railway's open cover policy.
  - III.** Customs duties prevailing on the date of bid opening on CIF.
  - IV.** Landing/Handling charges @1% (One percent) of CIF.
  - V.** Agency commission if any.
  - VI.** Installation, Commissioning and training charges, if any. Inland transport from port of discharge i.e., Port to ultimate consignee.
- 7.5** In case of offers received in foreign currency on CFR basis, the freight charges as quoted by the bidders upto specified Seaport and insurance charges as per Indian Railway's open cover policy shall be adopted for calculating the landed price of an import offer except Ocean freight for evaluation.
- 7.6 In case of Indigenous offers,** the tenders received would be evaluated on the basis of All- Inclusive Rate (AIR) arrived at based on the following components quoted in the offer.
- a.** Ex-works price (Basic price).
  - b.** Unconditional discount, if any.
  - c.** Packing and forwarding charges, if any.
  - d.** Duties and taxes etc.,
  - e.** Freight charges up to ultimate consignee.
  - f.** Insurance (wherever applicable).
  - g.** Inspection/testing Charges (wherever applicable).
  - h.** Unloading charges, if any.
  - i.** Installation, commissioning and training charges (wherever applicable).

## **8. FINALIZATION OF CONTRACT:**

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

## **9. PAYMENT TERMS:**

### **9.1 FOREIGN SUPPLIERS: -**

a. 90% payment shall be made on proof of inspection payment on proof of inspection/WTC and receipt of shipping documents as specified under:

- I. Two copies of negotiable cum original bill of lading.
- II. Stamped and signed certified commercial Invoice showing the description, quantity and price of stores shipped together with the number, weight and volume of such packages shipped.
- III. Original freight bill issued by the carrier in case of CFR contracts
- IV. Certificate that the amounts claimed are for correct in terms of the contract
- V. A copy of contractors letter addressed to the insurer and port consignee advising the closing particulars.
- VI. Inspection certificate issued by the inspecting officer.
- VII. Country of origin Certificate (COO) issued by International chamber of commerce.
- VIII. Manufacturer's Test Certificate.
- IX. Warranty / Guarantee certificates.

Balance 10% payment after receipt of goods at an Indian port of discharge and on furnishing a bank guarantee for 10% of contract value as per Annexure-1 fully indemnifying the purchaser against all losses incurred by the purchaser during the warranty period stipulated in warranty clause

### **9.2 For indigenous supplies (including those which contain partly imported/indigenous component)**

100% payment after receipt and acceptance of the material by consignee on production of

#### **a. For Indigenous items**

- I. Warranty and Test Certificate from the supplier or OEM or manufacturer.
- II. Inspection report of nominated Railway Officer.

#### **b. For Imported Items:**

- I. Original/Attested/Notarized copies of bill of lading/entry.
- II. Original/Attested/Notarized copies of packing slip.
- III. Warranty certificate from the supplier or OEM or manufacturer



- IV. Test certificate from the manufacturer.
- V. Inspection report of nominated Railway Officer.

#### **10. PAYMENT PROCEDURE :**

Payment to foreign suppliers will be arranged through normal banking channels except where payment through Letter of Credit has been stipulated in the contract. In case of payment through Letter of Credit, all charges levied by the foreign Banks shall be borne by the supplier.

#### **11. SHIPPING ARRANGEMENTS :**

In the event of an order being placed on FOB basis, shipping arrangements shall be made by the Ministry Of Shipping and Transport Chartering Wing, New Delhi, INDIA, in accordance with the details given in the **Annexure-2 & 3**.

In the event of an order being placed on CFR basis, Railways will prefer shipment through the vessels of Shipping Corporation of India., through the agencies listed at **Annexure- 2**.

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

#### **12. INSURANCE:**

In the case of FOB offer or CFR offer, the insurance shall be arranged by the Purchaser.

#### **13. IMPORT LICENCE ( In case of Indian Bidders) :**

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

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

#### **14. EXPORT LICENCE :**

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

#### **15. DELIVERY:**

##### **15.1 Delivery F.O.B**

**15.1.1** The stores shall be delivered by the Contractor free on board on such vessels in such port or ports named in the contract as the Purchaser or his nominee may require.

**15.1.2** Freight forwarder for the conveyance of the stores or any part thereof will be engaged by the Purchaser or his nominee, who will give due notice to the Contractor when on board or what vessels they or such part thereof are to be delivered. Should the stores or any part thereof be not delivered within 7 (Seven) days of the receipt of such notice by the Contractor, the Contractor will be liable for all payments and expenses that the Purchaser may incur or be put to, by reason of such non delivery including dead and extra freight demurrage of vessels and any other charges incurred by the Purchaser whatsoever.

**15.1.3** The supplier shall advise the consignment / shipping details directly to the insurance company named in the contract under advice to the purchaser along with all necessary dispatch documents such as original invoice, Advice Notices, Packing accounts, inspection certificates and any other documents that may be required by the Purchaser / specified in the contract.

##### **15.2 Delivery CFR**

**15.2.1** For CFR delivery the stores shall be delivered free of expense to the Purchaser on Board the vessels with ocean transportation to named Indian Port of Destination, including any other charges etc. till the cargo is safely delivered to the Port Consignee, at the said Indian Port of Destination.

**15.2.2** The seller shall ensure use of Lloyds classified vessel. A certificate to this effect shall invariably be sent by the seller to the Port Consignee(s) and also to the Purchaser and the Paying Authority along with other shipping documents. Any extra expenditure by way of extra insurance etc., if incurred, for use of non-classified/over aged vessel, shall be on seller's account.

**16. CUSTOMS DRAWBACK:**

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

**17. DELIVERY PERIOD :**

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

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

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

**18. INSPECTION:**

Inspection will be done by nominee of the purchaser. Railway may get the materials inspected either by deputing its own inspecting officials or by any Third party inspection agency nominated by the purchaser.

**19. CERTIFICATION OF INSPECTION AND APPROVAL:**

**19.1** No stores will be considered ready for delivery until the Purchaser or the Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.

**19.2** It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority are offered for arranging shipment to the Government of India's Forwarding Agents and to furnish to them a certificate as under: "Certified that the goods offered for arranging Shipment have been duly inspected and approved by the prescribed inspecting authority in accordance with the terms of the contract. A copy of the Inspection Certificate issued in this regard is enclosed."

## **20. WARRANTY :**

- 20.1** Contractor shall furnish a Bank Guarantee in the prescribed proforma i.e., **Annexure-5** from a nationalized Indian Bank or scheduled commercial Foreign Bank branches operating in India governed by Reserve of India guidelines or Foreign Bank duly countersigned by a Nationalized Indian Bank for an amount equivalent to 10% of the contract value, as stipulated in payment terms of this contract.
- 20.2** The Warranty Guaranty Bond shall be valid for a minimum period of three months beyond the expiry of the warranty period provided that before the expiry of the date of validity of the Warranty Guaranty Bond, the contractor on being called upon by the Purchaser from time to time shall obtain from the Guarantor Bank, extension of time for validity thereof for a period of one year, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Purchaser at least thirty days before the date of expiry of the Performance Guarantee Bond on each occasion.
- 20.3** Prompt clearance of the warranty replacement on arrival at Port/Airport shall be the responsibility of the contractor or his representatives after payment of Customs and other duties as applicable. If the contractor so desires, the replaced parts can be taken over by him or his representative in India for disposal as he deems fit at the time of replacement of goods/parts. No claim whatsoever shall lie on the Purchaser for the replaced parts thereafter.

The decision of the Purchaser in regard to contractor's liability and the amount, if any, payable under this warranty shall be final and conclusive.

## Annexure-1

### PROFORMA BANK GUARANTEE FOR BID GUARANTEE

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref.

Date.

Bank Guarantee No. ....

To,

The President of India Acting through PFA,  
South Central Railway.

INDIA.

Dear Sir,

In accordance with your invitation to tender No..... for Supply of.....M/s..... herein after called the bidder with the following Directors on their Board of Directors/Partners of the firms:

- |    |     |
|----|-----|
| 1. | 6.  |
| 2. | 7.  |
| 3. | 8.  |
| 4. | 9.  |
| 5. | 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 (225) two hundred  
and twenty-five days from..... required to be  
submitted by the bidder as a condition for the participation, this Bank hereby guarantees and  
undertakes during the above said period of (225) two hundred and twenty-five days to  
immediately pay, on demand by the PCMM, South Central Railway, 6th Floor, Rail Nilayam,  
Secunderabad-500071, INDIA, in writing the amount of.....  
..... (in words & figures) to the said The President  
of India Acting through PFA, South Central Railway, INDIA, and without any reservation and  
recourse, if:—

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

- (iii) the bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract; or
- (iv) having executed the contract fails to give the bonds so aforesaid within the period provided in the contract.

This guarantee shall be irrevocable and shall remain valid up 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

Place

Witness

Signature:.....

Printed Name .....

(Designation)

(Bank's Common Seal)

## Annexure-2

### PROFORMA BANK GUARANTEE FOR BID GUARANTEE

(Submitted by Indian Agent on behalf of Bidder)

(ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref.

Date.

Bank Guarantee No. ....

To,

The President of India Acting through PFA,  
South Central Railway.

INDIA.

Dear Sir,

In reference to letter no.....Dt.....of "Bidder" M/s ..... (Name and address of Bidder) authorizing M/s. .... (Name and address of Indian Agent) as Bidder's Indian Agent and in accordance with your invitation tender No ..... for supply of ..... We, M/s.... (Name of Indian Agent)..... hereinafter called the Indian Agent of the Bidder with the following Directors on their Board of Directors/Partners of the firms:

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

Agree to submit this bank guarantee for and on behalf of the "Bidder" who wish to participate in the said tender for the supply of ..... I/We, the Indian agent of the bidder assume and own the responsibility for payment of the dues under this guarantee.

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

..... (in words & figures) valid for(225) two hundred and twenty-five days from..... required to be submitted by the bidder as a condition for the participation, this Bank hereby guarantees and undertakes during the above said period of (225) two hundred and twenty-five days to immediately pay, on demand by the PCMM, South Central Railway, 6th Floor, Rail Nilayam, Secunderabad-500071, in writing the amount of.....

.....(in words & figures) to the said The President of India Acting through PFA, South Central Railway, INDIA, and without any reservation and recourse, if:—

- (v) the bidder after submitting his tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the Purchaser; or
- (vi) the bidder withdraws the said bid within 180 days after opening of bid; or
- (vii) the bidder having not withdrawn the bid, fails to execute the contractual documents within the period provided in the contract; or
- (viii) 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

Place

Witness

Signature:.....

Printed Name .....

(Designation)

(Bank's Common Seal)



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

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

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

| Area   | Forwarding Agent/Nominees   |
|--|---|
| (a) UK, North Continent Ports of Europe and Adriatic Ports | <p>1) Schenker &amp; Co., Hamburg, Schenker Deutschland AG<br/>Indian Subcontinent Beiden Muhern 5, 20457 Hamburg.<br/>g. Telefax: +49 40/ 36135 509<br/>E-mail: dbschenker.com/de</p> <p>2) Panalpina World Transport Hamburg<br/>Panalpine<br/>Welt Transport (Deutschland) GMBH Am<br/>Genter Ufer 7, 21129 Hamburg.<br/>Fax: 49 40 23771-1406, E-mail: Lothar.Hacht@panalpina.com</p> |
| (b) North and South America including Mexico               | <p>OPT Overseas Project Transport<br/>1275 Valley Brook Avenue<br/>Lyodhurst, New Jersey-07071, USA.<br/>Fax: 001-201-7291625, E-mail: Afermand@optus.com</p>   |
| (c) Other rare areas                                       | <p>Coordination is done by:<br/>Shipping Corporation of India<br/>'Shipping House' 245 Madam Cama Road, Mumbai-400021</p>   |

- (2) Bill of Lading: The Bill of Lading should be drawn to indicate 'Shipper and Consignee' as under:-

SHIPPER : The Government of India.

CONSIGNEE: As per consignee's particulars in the contract,  
(The name and address of the Port Consignee and ultimate consignee's should both be indicated).

- (3) Two non-negotiable copies of the Bill of Lading indicating the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping, (Chartering Wing), Parivahan Bhawan, New Delhi after the shipment of each consignment is effected.
- (4) The Seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used, the cost of additional insurance, if any, shall be borne by the Seller.

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#### Annexure-4

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

| <b>Sl No</b>   | <b>Details to be furnished</b> |
|--|--------------------------------|
| Name of the Supplier with telegraphic/postal address/Fax No  |                                |
| Name of the Consignee with Telegraphic/Postal Address  |                                |
| Description  |                                |
| Quantity   |                                |
| Cargo availability: Whether shipload or parcel. If consignment is a parcel, size /dimension of the parcel to be indicated. |                                |
| Period over which shipment to be completed   |                                |
| Loading Port   |                                |
| Discharge Port   |                                |
| Nature of Contract FOB or CFR  |                                |
| Any Special conditions in the contract relating to ship  |                                |

**Date:** .....

**Address of the Manufacturer/Bidder**

**Signature and Seal of Manufacturer/Bidder Note:-**

This form should be filled in and sent (in duplicate) to the Chief Controller of Chartering (in respect of bulk cargoes) and the Shipping Co-ordination Officer (in respect of general liner cargoes), Ministry of Shipping, New Delhi, with a copy to PCMM, South Central Railway, 6th Floor, Rail Nilayam, Secunderabad-500071, INDIA as soon as possible after the relevant contract is finalized.

**PROFORMA FOR WARRANTY GUARANTEE BOND**

To

The President of India Acting through PFA,  
South Central Railway.  
INDIA.

Sub: Guarantee No-----for------(Amount)  
Covering Machine(s) Serial No-----supplied to (Consignee/s) -----

Ref: Contract No-----dated-----  
Placed on M/ s -----

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

6. Government shall be at liberty, from time-to-time, to grant or allow extension of time or give other indulgence to the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or impairing this guarantee or our liability hereunder.
7. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any Court or Tribunal relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge to our liability for payment there under and the Sellers shall have no claim against us for making such payment.
8. This Bank guarantee comes in to force when the balance ten percent of the value of the stores shipped per Vessel ----- vide Bill of Lading No. ----- dated ----- or R/ R No.----- dated ----- (in the case of indigenous contracts) under the said contract, has been paid and will remain in full force and effect up to ----- i.e. for -----months counted from the date of placing the stores in services, and shall continue to be enforceable for further six months i e. upto ----- (date), hereinafter called the said date.
9. This guarantee will not be discharged due to the change in the constitution of the Bank or the Sellers 10. That no claim under this guarantee shall be entertained by us unless the same has been preferred by the Government within the said date.

Date -----

Place -----

Witness -----

Signature-----

Printed Name -----

(Designation)

(Banks common Seal)