

Office of the  
Principal Chief Material Manager, Central Railway,  
CSMT, Mumbai  
**Special Conditions for imported Medical Equipment**

On behalf of the President of India, the Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 (hereinafter referred to as the Purchaser), invites E- tenders for the supply of material as per Tender published on IREPS and technical specification enclosed therein and set forth in the "Central Railway Bid Document (Updated) Jan. 2024" on the IREPS site.

1.0		<p>Principal Chief Material Manager Invites OEMs or the Overseas Manufacturers to quote directly, without intercession of an agent, against PCMM's tender enquiries and, therefore, they are advised to quote directly.</p> <p>Tenderer may quote in Foreign Currency or in Indian Currency i.e. Indian Rupees (INR) in case of GLOBAL TENDER and only INCO terms (International Commercial Terms) 2020 or Latest to be used, which is trademark of International Chamber of Commerce.</p> <p>(Note – For Indigenous manufacture and supply, all conditions will be as per Central Railway Bid Document (Updated) Jan. 2024 attached as Tender Document).</p>
2.0		<p>Offers in respect of Imported items fall within one of the following: -</p> <ol style="list-style-type: none"> <li>Overseas OEM/Manufacturer quoting directly against PCMM's tender.</li> <li>Overseas OEM/Manufacturer quoting directly against PCMM's tender involving Indian Agent.</li> <li>An Indian Agent quoting in Indian Rupees (INR) on behalf of their foreign principals or OEM/Manufacturer.</li> </ol>
2.1		Overseas OEM/Manufacturer quoting against tender without involving Indian Agent: Overseas OEM/Manufacturer quoting against tender have to comply with the tender conditions contained in the Bid Documents.
2.2		<p>Overseas OEM/Manufacturer quoting directly against PCMM's tender involving Indian Agent:</p> <p>Where an overseas OEM/Manufacturer quotes directly involving an Indian Agent, following provisions must be adhered to: -</p>
	2.2.1	An 'Agency Agreement' between them and their agent should be submitted along with their offer, which is mandatory, and non-submission of the same shall cause summary rejection of the offer. Therefore, it is advised that the overseas OEMs or principals ensure existence of a legally tenable 'Agency Agreement' before the offer is submitted for consideration and the same is submitted.
	2.2.2	<p>The 'Agency Agreement' should, inter-alia contain the following: -</p> <ol style="list-style-type: none"> <li>The precise relationship between the foreign manufacturer or the principals and their Indian Agents;</li> <li>The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,</li> <li>Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,</li> <li>All 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,</li> <li>Indian Agent's Income-Tax Permanent Account number.</li> <li>Past performance, if any.</li> </ol>

2.2.3	Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.
2.2.4	The foreign bidder shall disclose Amount of commission and/or remuneration included in the quoted price(s) for such agent/representative in India.
2.2.5	The foreign bidder should confirm to agree that the commission or remuneration or payment of any amount on any other ground or in any other name, included in the quoted price(s) and payable to their Indian Agent shall be paid by PCMM, Central Railway in India in equivalent, Non-convertible Indian Rupees, after satisfactory execution of the contract.
2.3	An Indian Agent quoting in Indian Rupees (INR) on behalf of their Foreign principals or OEM/Manufacturer: Where an Indian Dealer/Agent/ recognized Industrial Distributor submits offer for imported goods, in Indian Rupees (INR) on behalf of their foreign principals or OEM/Manufacturer, the following conditions shall be fulfilled:-
2.3.1	To quote with tender specific authorization from the foreign manufacturer.
2.3.2	While quoting on behalf of foreign principals tenderers are required to furnish the principal's invoice/ proforma invoice along with their quotation. Proforma invoices however, may be accepted in exceptional cases where, it is not possible to obtain the invoices before the contract is placed.
2.3.3	<p>The tenderer shall have to undertake in the tender to comply with the following -</p> <ul style="list-style-type: none"> <li>(a) Consent to furnish copy of customs out passed bill of entry for the goods, relevant to each consignment, Manufacturer's Test and Guarantee certificate issued by the manufacturer, Copy of Bill of Lading/AWB relevant to the consignment; Copy of commercial invoice of the foreign manufacturer/principals relevant to each consignment.</li> <li>(b) Current and valid authorization/dealership certificate of foreign manufacturer/principal.</li> <li>(c) Compliance of sea/air worthy packing condition in manufacturer's original packing with manufacturer's tamper proof seal and compliance of the Packing condition as laid down in IRS Conditions of Contract Para- 1800.</li> </ul> <p>Failure to comply with any of the aforesaid conditions as referred above will make the offer liable to be rejected.</p>
2.3.4	Enlistment of Indian Agents with DGS&D under compulsory registration scheme giving details of such registration should be enclosed.
2.3.5	Submission of an 'Agency Agreement' along with their offer is mandatory and non-submission of the same shall render the offer to be summarily rejected. Therefore, it is advised that the overseas OEM or principal ensure existence of a legally tenable Agency Agreement before the offer is submitted for consideration and the same is submitted in due time.
2.3.6	<p>The 'Agency Agreement' should, inter-alia contain the following: -</p> <ul style="list-style-type: none"> <li>a) The precise relationship between the foreign manufacturer or principals and their Indian Agents/associates,</li> <li>b) The mutual interest which the manufacturer/principal and the Indian Agents have in the business of each other,</li> <li>c) Any payment which the Agent receives in India or abroad from the manufacturer/Principal whether as a commission for the contract or as a general retainer fee,</li> <li>d) All 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,</li> <li>e) Indian Agent's Income-Tax Permanent Account number.</li> <li>f) Past performance, if any.</li> </ul>

		g) Contractor/Seller shall guarantee towards warranty of the material supplied for the period mentioned in specification from the date of receipt at ultimate consignee in the contract advised by Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001. Any material found defective within the guarantee period will be replaced by the contractor at free of cost at the place of delivery and all the cost for such replacement supply to be borne by the Contractor/Seller.
	2.3.7	Tenderer are to note that in case any of the requirements in the above para is/are not included in the Agency agreement between the Agent and the Principal, the same should be separately indicated.
	2.3.8	Any additional expenditure incurred by the purchaser on account of increased Custom Duty, Freight charges as also extra cost which may arise on account of Variation in Exchange rate during the pendency of the contract or during the extended delivery schedules, shall be borne by the Contractor.
2.4		<p>Please note that, in case of Quotations in Foreign Currency</p> <p>(i) The firms should quote on CFR price basis at Mumbai Port (indicating FOB price and freight element separately).</p> <p>(ii) Foreign firms quoting direct against the enquiry and who want Indian Agents/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates of the representatives they have for servicing in India. They should quote CFR price basis at Mumbai Port (indicating FOB price and freight element separately), exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the purchaser will indemnify the supplier against payment of such commission to the Indian/Associates in rupees in India in respect of a contract arising out of invitation to tender, where the Indian Agents/Associates' remuneration or commission covers a part of the price against the tender.</p>
2.5		In a tender, either the Indian agent on behalf the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
3.0		Evaluation Criteria
3.1		For purpose of evaluation and comparison of offers, the purchaser will convert all Bid prices expressed in the amounts in various currencies in the Bid Price as payable, to the local the currency of the purchaser's country at the B.C. selling market exchange rate of the State Bank of India in India for similar transaction as on the date of Bid opening.
3.2		Evaluation criteria for offers in foreign currency received on FOB or CFR basis will be evaluated in the following manner to arrive at total cost of the offers.
	3.2.1	<p><b><u>In case offer quoted on FOB basis.</u></b></p> <p>a) CIF cost will be calculated by adding freight as 2% for USA and 1% for other countries ( in case of FOB offers) &amp; insurance charges as 0.06% (for medical equipment) of Cost &amp; Freight.</p> <p>b) Assessable value will be calculated by adding port/landing charges @ 1% of the CIF cost. Aggregate Custom duty prevailing on the date of tender opening will be calculated on the assessable value and the total landed cost will be worked out by adding the assessable value with the aggregate Custom duty.</p> <p>c) Thereafter , <b>other charges as leviable</b> (viz. Educational cess, Secondary and Higher Education cess etc. as applicable at the time of TOD ) and as required in terms of tender conditions (viz. training, installation &amp; commissioning charges etc. as quoted, if any) are to be added to the total landed cost <b>to arrive at the total cost</b> of the offer.</p>



		<p>d) Thereafter GST as applicable at the time of Tender opening date will be calculated on total cost as above.</p> <p>e) Then the Grand total cost of the offer as calculated by adding GST as above will be compared with the FOR destination price of indigenous offer.</p> <p>f) Illustration for calculation of Grand Total cost as above is indicated in <b><u>Annexure-I</u></b>. The illustration is only indicative in nature and actual calculation will depend upon the changes in the Tax structure AND/OR rules in force as applicable at the time of tender opening.</p>
	3.2.2	<p><b><u>In case offer quoted on CFR basis.</u></b></p> <p>a) CIF cost is calculated by adding insurance charges as per Railway Board open policy.</p> <p>b) Assessable value will be calculated by adding port/landing charges @ 1% of the CIF cost. Aggregate Custom duty prevailing on the date of tender opening will be calculated on the assessable value and the total landed cost will be worked out by adding the assessable value with the aggregate Custom duty.</p> <p>c) Thereafter, <b>other charges as leviable</b> (viz. Educational cess, Secondary and Higher Education cess etc. as applicable at the time of TOD) and as required in terms of tender conditions (viz. training, installation &amp; commissioning charges etc. as quoted, if any) are to be added to the total landed cost <b>to arrive at the total cost</b> of the offer.</p> <p>d) Thereafter GST as applicable at the time of Tender opening date will be calculated on total cost as above.</p> <p>e) Then the Grand total cost of the offer as calculated by adding GST as above will be compared with the FOR destination price of indigenous offer.</p> <p>f) Illustration for calculation of Grand Total cost as above is indicated in <b><u>Annexure-I</u></b>. The illustration is only indicative in nature and actual calculation will depend upon the changes in the Tax structure AND/OR rules in force as applicable at the time of tender opening.</p>
3.3		Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.
3.4		Discounts with conditions attached such as discounts having linkages to quantity, early payment, early Receipt Notes etc. will not be considered for evaluation purpose. Thus discounted rates, linked to quantities and prompt payment etc., will be ignored for determining inter-se price ranking position. If a firm quotes different rates for different quantity slabs, the highest of the rates so quoted will only be taken for determining the inter-se price ranking position. Though the rates without considering discounts with conditions attached and highest of the rates of different quantity slabs shall only be considered for evaluation purpose, Railways may avail the discounted/lowest of the slab rates, if otherwise firm's offer is found to be acceptable.
4.1	4.1.1	Offers from authorized agents will be considered only if they submit tender specific authorization from the manufacturer, failing which their offer will be ignored summarily without making any further reference to them.
	4.1.2	If an agent submit bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another Principal OEM in the same tender for the same item/product. In such cases both the bids of that agent will be summarily rejected.
	4.1.3	In a tender either the Agent on behalf of the Principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In cases where both principal/OEM and their agent participate in bidding for same item/product, any or both the bids shall be liable to be rejected.
	4.1.4	Railway would prefer to deal with manufacture of stores directly and not with agent, brokers & middlemen. Manufactures are, therefore, encouraged to quote against the tender.
	4.1.5	The agent is official representative of Manufacturer/Principal/Bidder. Accordingly

		Manufacturer/Principal/Bidder shall be fully responsible for the conduct of their appointed agent. This may please be noted.
4.1.6		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 services to the foreign principal, in terms of Agency Agreement. The purchaser or their authorized agencies and/or any other authority of Government of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the 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 Indian Railways, following laid down procedure of such banning/suspension of business dealings.
4.1.7		The amount of agency commission payable to the Indian agent will not be more than what is specified in the Agency agreement between the tenderer (i.e. the foreign principal) and the Indian agent. A certified photocopy of the Agency commission agreement must be submitted along with the offer. Agency Commission shall not exceed 5% of FOB and must be declared transparently. Railways reserves right to verify the same.
5.0		<b>Inspection of Stores from foreign sources:</b> In addition to the Inspection Clause mentioned in Important Terms and Conditions of Tender (inspection of stores from indigenous sources), following will be specifically applicable for the supplies from foreign sources.
5.1		Inspection will be carried out by the purchaser or his nominee. The cost of inspection will be on purchaser's account subject to other provisions herein contained. At least four weeks' notice must be given to the inspecting authority to enable him to arrange the necessary inspection.
5.1.1		For medical equipments manufactured in foreign countries, Visual inspection by the nominated agency inside India after receipt is acceptable with import documents and original manufacturer's test and Warranty/ Guarantee certificate. Firm should consent to deposit security money as per IRS conditions for due execution of the contract if asked to do so. This is irrespective of the fact whether the firm is registered with this Railway or not.
5.1.2		<p><b>Facilities for Test and Examination</b></p> <p>a) The contractor shall provide, without extra charge all materials, equipments, tools, labour and assistance of every kind which the purchaser or his nominee may consider necessary for and tests and examinations which he or his nominee shall require to be made on the contractor's premises and shall pay all costs attendant thereon.</p> <p>b) The contractor shall also provide and deliver free of charge, at such places as the purchaser or his nominee may nominate such materials as he or his nominee may require for test by chemical analysis or independent testing machines. The cost of any such test will be defrayed by the purchaser unless it is stated in the specification that it is to be paid by the contractor.</p>
5.1.3		<p><b>Notification of Result of Inspection</b></p> <p>Unless otherwise provided in the specifications or "Schedule of Requirement" the examination of stores will be made as soon as practicable after the same have been submitted for inspection and the result of the examination will be notified to the contractor.</p>
5.1.4		<p><b>Inspection Notes</b></p> <p>On the stores being found acceptable by the Inspecting Officer, he shall furnish the contractor with necessary copies of the Inspection Notes duly completed, for being attached to the contractor's bill in support thereof.</p>
5.1.5		<p><b>Certification of Inspection and Approval</b></p> <p>a) No stores will be considered ready for delivery until the Purchaser or the</p>

		<p>Inspecting Officer nominated by him shall have certified in writing that they have been inspected and approved by him.</p> <p>b) It shall be the responsibility of the contractor to ensure that only such goods as have been duly inspected and approved by the Inspecting Authority, are offered for arranging shipment to the Government of India Forwarding Agents and to furnish to them a certificate as under :</p> <p>"Certified that the goods offered for arranging shipment have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate issued in this regard is enclosed".</p>
5.2		Whenever inspection is by RA/Berlin, the all European manufacturer (S) shall prepare a quality plan in conformity with ISO-9001-2008 and submit it to the Railway Adviser, sufficiently in advance of inspection. The inspection shall proceed only after acceptance of the PO by Railway Adviser.
6.0		<b>Payment terms for offers in foreign currencies</b>
6.1		<p><b>Foreign Supplies:</b> The Standard payment terms subject to recoveries, if any under the Liquidated Damages Clause in Important Terms and Conditions of Tender will be as under:</p> <p>(a) (i) 100% payment on proof of Inspection certificate/WTC and shipping documents etc.</p> <p>(ii) The foreign firm will be required to submit PBG of 10% of PO value for claiming 100% payment against LC as per <b><u>Annexure-III</u></b>. In case of CFR contract this payment will be subject to furnishing of an additional Bank Guarantee in a form to be approved by the purchaser for the amount to safeguard the purchaser against any loss. This additional guarantee for CFR contract will be operative from the date of shipment to the date of delivery at port in India as per <b><u>Annexure-III</u></b>.</p> <p>(b) The purchaser may at its option call for additional security in the form of Warranty Bank Guarantee to ensure the satisfactory fulfilment of the warranty obligation of the firm. The WBG will be in the format as indicated in <b><u>Annexure-IV</u></b>.</p> <p>(c) Further, the purchaser may at its option permit the submission of a combined Performance and Warranty Bank Guarantee. The combined performance and warranty BG will however be in the format attached at <b><u>Annexure-IV</u></b>.</p> <p>(d) (i) In import case PBG/WBG may be waived off based on merit of case.</p> <p>(ii) In case of waiver of PBG/WBG in import cases the procedure of LC opening and payment will be as follows :-</p> <p>(a) LC to be opened for 100% value (FOB).</p> <p>(b) 90% payment to be made on presentation of documents (unless otherwise indicated) and balance 10% payment will be made after receipt of material by ultimate consignee or purchaser</p> <p>i.e. Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 &amp; inspection and issuing R/Note by ultimate consignee thereof.</p> <p>(c) If discrepant documents are received and discrepant/discrepancies is/are reported to Central Railway, the Exchange Rate Variation on higher side, if any, will be on firm's account.</p>
6.2		<b>Deductions:</b> Payment as in above clauses above shall be subject to deductions of any amount for which the Contractor is liable under the contract against this

		tender or any other contract in respect of which the President of India is the purchaser.
6.3		<b>Payment Procedure</b>
	6.3.1	The contract price will be normally paid in the currency or currencies in which the price is stated in the successful tender.
	6.3.2	Payment for contracts against indigenous tenders will be made in Indian Rupees against bills preferred by the contractor. Any payment in the foreign currency that the contractor may have to pay for important components forming part of the tender will be arranged by him directly.
	6.3.3	<p>All banking charges in India and the Country of the vendor will be borne by the purchaser in case of irrevocable and unconfirmed L.C. irrespective of PO value. However, the following will be exception to this rule :-</p> <ul style="list-style-type: none"> <li>(a) If the Vendor chooses his own L.C. advising/negotiating Bank and confirming Bank, then all foreign banking charges (including confirmation charges) will be borne by the Vendor irrespective of PO value.</li> <li>(b) All expenses on account of amendments to L.C. on behest/request of the Vendor will be borne by the Vendor.</li> <li>(c) The vendor will not choose the Applicant bank (i.e. L.C. opening bank) in India. This will be decided by Central Railway in accordance with banking and administrative procedures. If vendor does so they will have to bear Indian Bank Charges also.</li> </ul>
	6.3.4	Any part payment if required in Indian Rupees towards local expenses etc. in India, the same shall be payable at the rate of exchange (BC Selling) ruling on the date of opening of tender and shall not be subject to any further exchange variation on any account.
	6.3.5	If a tenderer requests for a variation in the payment terms and if such variation is acceptable to the purchaser, the same would be evaluated at an interest rate equal to the prime lending rate as notified by State Bank of India on the date of opening of tender plus 2% for all earlier payments for the purpose of comparison with the other tenderers.
	6.3.6	No advance payment shall be made
6.4		<b>Payment through LC</b>
	6.4.1	<p>When payment is made through letter of credit, LC opening charges will be on Central Railways account. Unless otherwise indicated the payment will be negotiated within 21 days against documents as below:</p> <ul style="list-style-type: none"> <li>i) Signed commercial invoice in quadruplicate (four copies) along with Contractor's detailed invoice showing quantity, description/part no of the material as per contract, rates and total price of the materials delivered FOB.</li> <li>ii) Inspection Certificate issued by Inspecting officer or Work test certificate issued by manufacturer, as applicable.</li> <li>iii) Certificate confirming that the amounts claimed are correct in terms of the Contract.</li> <li>iv) Non-negotiable Ocean Bill of Lading drawn in favour of port consignee i.e. Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 (2 copies)</li> <li>v) Four copies of the packing list indicating contents of the materials</li> </ul>



		<p>(Description/Part No as indicated in the purchase order and qty being dispatched), contents of material, Box wise marking, net weight, gross weight and over all dimension.</p> <p>vi) A certificate showing the country of origin of materials supplied.</p> <p>vii) Certificate along with a copy of Fax stating that the copies of shipping documents have been forwarded to the port consignee in India by Courier Services. Also copies of shipping documents viz. bill of lading, country of origin, invoice, packing list and WTC have been sent to other agencies as per terms and conditions of the contract. Documentary proof in the form of scanned/photocopy of postal/e-mail/courier receipt should accompany the certificate.</p> <p>viii) Certificate that the Principal Chief Materials Manager, Central Railway, Insurance Company and purchaser Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001 have been advised of the closing particulars of shipment by e- mail/ Fax.</p> <p>ix) Certificate that the firm shall comply with the warranty obligation under the contract pursuant to the warranty.</p> <p>x) Certificate that supplies against previous Purchase Orders (POs), if any, has/have been completed and there is/are no balance as on date while submitting the claim against subject PO.</p>
6.5		<b>Agents and facilities in India— Agency Commission</b>
	6.5.1	Railway would prefer to deal with manufacture of stores directly and not with agent, brokers & middlemen. Manufactures are, therefore, encouraged to quote against the tender.
	6.5.2	Foreign firms quoting direct against the enquiry and who want Indian Agent/Associates and/or servicing facilities in India should indicate in their offer the name of their Indian Agents/Associates or the representatives they have for servicing in India. They should quote net FOB/ CFR price, exclusive of the amount of remuneration or commission provided for the Indian Agents/Associates. It should be understood that the purchaser will indemnify the supplier against payment of such commission to the Indian Agents/Associates in rupees in India in respect of a contract arising out of invitation to Tender, where the Indian Agent/Associates remuneration/or commission covers a part of the price against the Tender."
	6.5.3	<p>The following particulars are also required to be furnished by Tenderers failing which their offers are liable to be ignored :-</p> <p>(i) The precise relationship between the foreign manufacturers/principals and their Indian Agent/Associates,</p> <p>(ii) The mutual interest which the manufacturers/principals and the Indian Agents/Associates have in the business of each other.</p> <p>(iii) Any payment which the Agent/Associate receives in India or abroad from the Manufacture/principal whether as a commission for the contract or as a general retainer fee;</p> <p>(iv) Indian Agent's Income-tax payment account number;</p> <p>(v) All services to be rendered by the Agent/Associate whether of general nature or in relation to the particular contract and the facilities/infrastructure available with them for the same.</p>
	6.5.4	The Agency commission payable by the Tenderer to his Indian Agents shall be indicated in the offer form in foreign currency. However, Agency commission



		finally payable to the Tenderers agents in India under the contract will be converted to Indian rupees at the telegraphic transfer buying rate of exchange ruling on the date of issue of PO and shall not be subject to any further exchange variation. The agency commission shall be paid in non-convertible Indian rupees only after successful completion of the contract commissioning of the machines or equipment wherever involved.
	6.5.5	For the foreign Tenderer's guidance in furnishing complete information, a check list in the tender conditions must be referred and confirmed by the foreign Tenderers participating in the Tender.
	6.5.6	The amount of agency commission payable to the Indian agent will not be more than what is specified in the agency agreement between the tenderer (i.e. the foreign principal) and the Indian agent. A certified photocopy of the agency commission agreement must be submitted along with the offer.
	6.5.7	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 services to the foreign principal, i.e. M/s (i.e. the contractor) in terms of agency agreement. The purchaser or their authorized agencies and/or any other authority of Govt. of India shall have rights to examine the books of the Indian Agent and defect or misrepresentation in respect of the 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 dealing with Indian Railways, following laid down procedure of such banning/suspension of business dealings.
7.0		<p><b>Local Conditions:</b></p> <p>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 cost of the stores. In his own interest, the foreign tenderer 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 tenderer regarding such local conditions. No request for the change of price, or time schedule of delivery of stores shall be entertained after the offer is accepted by the purchaser.</p>
8.0		<p><b>Shipping Arrangement:</b> In the event of an order being placed on CFR basis, the contractor shall make his own arrangements for shipment of material. The purchaser will, however, have the right to change over the contract to FOB basis, if considered necessary after giving one month's notice to the contracting firm. Shipping arrangements in the case of FOB contract shall be made by the agency nominated by Central Railway. Particulars of cargoes for which shipping space will be required in the execution of contract should be furnished in detail to the Principal Chief Materials Manager, Central Railway, CSMT, Mumbai-400001, (India) as soon as possible after the relevant contract is finalized. Nomination of Forwarder for shipping arrangements will be made by the PCMM, CSMT, Mumbai (India) after receipt of PACKING LIST along with Shipping Space required for shipment and will be communicated to firm and/or agents nominated by the firm in the packing list and/or as indicated in the Formal Contract. Proforma for indicating particulars of cargoes is attached at <b>Annexure-II</b>.</p>
9.0		<p><b>Spare Parts:</b></p> <p>Where required, the tenderer should quote, apart from main equipment, separately for the mandatory spares as well as for recommended spares required for two years of operation. The rates for such of the items of those spares should be indicated both in FOB and CFR basis in the case of the imported offers and FOR destination in the case of indigenous offers with complete break-up as indicated in the offer form. The purchaser reserves the</p>

		right to order any or all the spares as quoted for any quantity considered reasonable by him at the prices quoted by the tenderer and on the terms and conditions quoted for the main equipment. The responsibility of the tenderer under the warranty clause will not be diluted in any way on this account.
10.0		<b>Terms of Delivery for foreign supplier:</b>
10.1		<ul style="list-style-type: none"> <li>a. Delivery in FOB contract: The stores shall be delivered by the contractor free on board such vessels in such port or ports named in the quotation, as the purchaser or his nominee may require.</li> <li>b. Such number of inspection certificates, advice notices, packing accounts and invoices, as may be required by the purchaser or his nominee, shall be furnished by the contractor at his own cost.</li> <li>c. Freight 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 about availability of vessels. Should the stores or any part thereof be not delivered within 7 days of the receipt of such notice by the contractor, the contractor will be liable for all payments and expenses that the purchaser 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.</li> </ul>
10.2		<b>Delivery terms in CFR:</b> The stores shall be delivered free of expense to the purchaser on board the vessels for ocean transportation to the named Indian Port, including any charges for unloading at the said port as also marine Insurance covering transit risk upto the ultimate destination being paid by the supplier. The supplier shall be free to ship the goods by vessels registered in any eligible source under World Bank Guideline or through a shipping conference in which such eligible sources hold a major share.
10.3		<ul style="list-style-type: none"> <li>a. The supplier may be asked to supply the material via Air/Sea shipment wherever it is cheaper/convenient to the purchaser.</li> <li>b. If the material is dispatched by the air, for part/full quantity at Railways/firm's cost, firm shall also submit authority letter issued by Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT-400001 in the form of Scanned/Photocopy of modification advice to purchase order, for doing so, in addition.</li> </ul>
11.0		<b>Marking</b>
11.1		<p>The marking of all goods supplied shall comply with the requirements of the Indian Acts relating to merchandise marks or any amendment thereof and of the rules made thereunder. The following marking of the materials is required:</p> <ul style="list-style-type: none"> <li>a. The following particulars should be stenciled with indelible paint on all the materials/packages supplied loose: (i) Contract Number (ii) Specification/Drawing No. (iii) Item No. (iv) Port Consignee (v) Abbreviated consignee marks.</li> <li>b. The marking as in (a) above should be on labels securely clamped to the packages or bundles so as to break loose during transit. The use of steel tags for this purpose should be avoided.</li> <li>c. In addition to the markings as specified above, distinguishing colour marks should be given so as to distinguish the ultimate consignee in India.</li> </ul>
11.2		The technical requirement of marking on material will be as stipulated (if any) in relevant Specification/Drawing.
12.0		<b>Warranty/Guarantee:</b>
12.1		Unless otherwise stated in the tender schedule and/or tendered specification, the warranty/guarantee as specified in the IRS conditions of the contract i.e. 30 months from the date of delivery at ultimate destination in India or 24 months from the date of commissioning, whichever is earlier, shall apply. In case, there

	<p>is difference in the period specified in the tendered specification vis-a-vis IRS Conditions, former will prevail.</p> <p>Tenderers should further note that if the Guarantee/Warranty is a part of the tendered specification and/or tender schedule, then any deviation on this count, shall be treated as a technical deviation, which may render their offer technically unsuitable. Bidders are advised to bring such deviation(s) clearly in the technical deviation statement. In case, this deviation is not indicated in the technical deviation statement, it will be presumed that offer is as per the tendered specification in all respect. Any ambiguity in this regard or any other respect shall be to the disadvantage of the bidder.</p> <p>Further, Suppliers shall ensure that the materials are invariably stamped with marking as may be detailed in drawing/specification of material to enable correct reckoning of warranty.</p>
12.2	Unless otherwise is mentioned in tender Drg./specific etc, the warranty shall survive inspection of, payment for and acceptance of the goods but shall expire 30 (Thirty) months after the delivery at ultimate destination in India or 24 (Twenty Four) months from the date of commissioning and proving test of equipment at ultimate destination in India, whichever shall be earlier, except in respect of complaints, defects and/or claims notified to the contractor within 3 (Three) months of expiry of such date.
13.0	<b>Laws governing the contract:</b>
13.1	This contract shall be governed by the laws of India for the time being in force.
13.2	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 in India from where the contract has been issued.
13.3	Jurisdiction of courts: The 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.
13.4	Compliance of provisions contained in Contract Labour (Regulation and Abolition) Act, 1970 shall be ensured by the Supplier wherever applicable in fulfilling the contractual obligations as per the scope of supply within the supply contract.
14.0	<b>Insurance:</b>
14.1	In the case of either FOB or CFR or FAS offer, insurance shall be arranged by the Purchaser.
14.2	In the case of indigenous offers, the purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at destination. The consignee, will advise the tenderer within 45 (forty five) days of the arrival of goods at the destination, any loss/damage etc. of the goods and it shall be the responsibility of the tenderer to lodge the necessary claim on the carrier and/or insurer and pursue the same. The tenderer shall, however, at his own cost replace/rectify immediately, to the entire satisfaction of the consignee, the goods lost/damaged, without waiting for the settlement of the claim.
15.0	<p><b>Port Consignee:</b></p> <p>Materials are required to be shipped to the Mumbai port consignees in India i.e. Principal Chief Materials Manager, Central Railway, 1st Floor, N A Bldg, D N Road, Mumbai CSMT- 400001, INDIA. Ultimate consignee will be as mentioned in the Schedule of Requirement of the Tender.</p>
16	<p><b>Shipment of stores beyond the stipulated delivery period for C&amp;F Contract</b></p> <p>In the event of the contractor failing to ship the stores duly inspected and passed within the stipulated delivery, the Purchaser is entitled to cancel the</p>

	<p>contract in respect of the same at the risk and cost of the contractor or invoke the clauses providing other remedies such as liquidated damages as provided in the contract. However, if he so chooses, the Purchaser may grant an extension of the delivery period subject to</p> <ol style="list-style-type: none"> <li>1. The purchaser recovering from the contractor liquidated damages as stipulated in the conditions of contract for the stores, which the contractor failed to ship within the period fixed for delivery after the inspection and a passing of the stores.</li> <li>2. The purchaser retains the right to recover any extra expenditure which might have been incurred by the Purchaser on account of the increase in Custom duty and Freight charges directly relatable to the delay in shipping of the stores.</li> <li>3. Any additional expenditure incurred by the Purchaser on Customs duty, freight charges and also extra cost which may arise on account of variation in exchange rate during the extended delivery schedule shall be borne by the contractor.</li> <li>4. The contractor shall not dispatch the store till such time an extension in terms of the above is granted by the Purchaser. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the purchaser, the supply of the stores shall be deemed to be subject to the condition set above.</li> </ol>
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## Illustration for Evaluation of Imported Offers.

Para	Item details	Calculation	Amount
A	B.C.Selling rate certified by State Bank of India for the Date of opening of tender	Currency – EUR	77.85
B	Invoice Value in F.E.	EUR	100.00
C	FOB Value in Rs	A x B	7785.00
D	Freight (assumed 1%)	1% on C or Actual whichever is less	77.85
E	CFR Value (if not given in offer)	C+D	7862.85
F	Insurance (0.06% ) with The New India Assurance Company Limited	0.06% * (C+D)	
	Landing cost (CIF value) CFR + Insurance	E+F	
	Assessable value	CIF Value + (1% of CIF Value- towards port loading / unloading charges etc)	
	BCD/CVD on assessable value @5%		
	Surcharge		
	Health Cess @ 5% on assessable value		
	SWS @10% on basic custom duty		
	Amount before iGST		
	iGST @12% on (Assessable value + total custom duty		
	Total Custom Duty including iGST		
	<b>Grand Total Cost</b>		

## For the medical equipment

- Depending on nature of items based on HSN Code), concessional duties applicable are as of now are (a) Basic Customs duty 5% on CIF, (b) Health Cess 5%, (c) SWS 10% and (d) iGST 12%.
- Insurance covered from The New India Assurance Company Limited, 2<sup>nd</sup> Floor, (201-204), Hemkunt Chambers, 89, Nehru Place, New Delhi 110019 is available with premium rate 0.06% on FOB.

Note: The above calculation is only illustrative example. However the evaluation for inter-se ranking will be as per actual rates/taxes/duties etc as applicable on Tender Opening Date and for the item of procurement.

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## PROFORMA FOR INDICATING PARTICULARS OF CARGOES

Sr. No.	Details to be provided	Details
1	Name of the Supplier with telegraphic / postal address / email/ contact Number	
2	Name of the Ultimate Consignee with telegraphic / postal address/ email / contact Number	
3	Description of the item	
4	Quantity	
5	Cargo availability, whether shipload or parcel, if parcels, size of parcels.	
6	Period over which shipment to be completed	
7	Loading Port	
8	Discharge Port	
9	Nature of Contract FOB/CFR/CIF	
10	Details of any concessions on duties/taxes applicable for the item in India, if any.	
11	Any special conditions in the contract relating to ship	

Signature and seal of Manufacturer/Tenderer

Note: This form should be filled in and sent (in duplicate) to the Principal Chief Materials Manager, Central Railway, 1<sup>st</sup> Floor, New Administrative Building, D.N.Road, CSMT Mumbai 400001 (India) with a copy to the Executive Director, Railway Stores (P) Ministry of Railways, Railway Board, Rail Bhawan, New Delhi-110001 (India) as soon as possible after the relevant contract has been finalized.

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**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE (i.e. S.D.)  
(ON BANK'S LETTER HEAD WITH ADHESIVE STAMP)**

Ref.....

Bank Guarantee No. ....

Date.....

To

THE PRESIDENT OF INDIA,  
Acting through the Principal Financial Adviser,  
CENTRAL RAILWAY,  
CSMT MUMBAI INDIA.

- 1 Against contract vide Advance Acceptance/Contract No. of the Tender No.....dated.....covering supply of .....(hereinafter called the said „contract“) entered into between the President of India and..... (herein after 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 over satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till.....(viz. the date, up to 12 months after the date of last shipment/delivery of the goods ordered) hereinafter called the „said date“ and that if any claim accrues or arises against us..... 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 undertake to pay to that Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.
- 5 We.....Bank Ltd., further agree that the President of India (Govt. of India) 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 forebear or enforce any of the terms and conditions relating to the said contract and We.....Bank Ltd., shall not released from our liability under this



guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/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 not for this provision have the effect of so releasing us from our liability under this guarantee.

- 6 This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- 7 BG (s) being furnished will be honoured under all conditions. Any doubt about the genuineness of stamp-paper used in BG will not render BG invalid because stamp-paper has been purchased by the vendor/contractor of Central Railway namely M/S. .... for contract no..... dated..... and, therefore, is responsible for its genuineness.

Date .....

Place .....

Witness ..... Signature.....

Printed Name.....

.....  
(Designation)

..... Bank's Common Seal

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

To

THE PRESIDENT OF INDIA,  
Acting through the FA & CAO,  
CENTRAL RAILWAY,  
CSMT MUMBAI INDIA.

Sub:- Guarantee No.....for..... (Amount). Covering  
equipment (s) Serial No.....supplied to (Consignee/s)  
Ref:- Contract No.....dated..... Placed  
on M/s.....

1. WHEREAS M/s.....on of our constituents, (hereinafter called  
the "Seller") have agreed to sell to you (hereinafter referred to as the "Government"). No.  
of..... (give description ) as per contract No. .... dated  
.....(hereinafter called "the said contract")

2.(a)\* AND WHEREAS according to the terms of said contract, it has been stipulated that payment  
of 100% of the value of the stores would be made, provided that the Seller 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.

OR

(b)\*\* AND WHEREAS according to the terms of said contract, it has been stipulated that payment of  
-----% (As per P.O. terms & conditions) of the value of the stores would be made, provided that the  
seller furnish to the Purchaser a bank guarantee from a recognized bank, acceptable to the Purchaser  
for 10% of the value of the said contract. Valid for a period covering in full the Guarantee period as  
per the warranty clause of the said conditions of the contract, being the conditions attached to and  
forming part of the said contract.

3.AND WHEREAS the Sellers have approached us to give the said Bank Guarantee on their behalf  
in your favour for an amount representing 10 percent of the value of the stores despatched 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 percent 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 performance  
observance or discharge of the guarantee contained in the said contract till the said date as defined in  
para 8 of this guarantee.

We..... (Name & Address of Bank) agree  
that the decision of the Government whether any default has accrued or has been committed by the  
Sellers in the performance observance or discharge of the guarantee aforesaid shall be conclusive and  
binding on

M/s.....

.....

.....

6 Government shall be at liberty from time to time to grant or allow extension of time or give other indulgence the said Sellers or to modify the terms and conditions of the contract with the said Sellers without affecting or imposing this guarantee or our liability hereunder.

7 We.....(Name & Address of Bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Sellers in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Sellers shall have no claim against us for making such payment.

8 (a)\* This bank guarantee comes into force when the balance ten percent of the value of the stores shipped per Vessel..... vide Bill of Lading No..... dated.....or R/R, Firm's challan 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 a period of ..... months counted from the date of placing the stores in service and shall continue to be enforceable for further three months called the said date i.e. upto.....hereinafter.

OR

(b)\*\* This bank guarantee comes into force with immediate effect i.e. from the date of issue and will remain in full force and effect upto..... i.e. for a period of ..... months counted from the placing the stores in service and shall continue to be enforceable for further five months called the said date i.e. up to ..... hereinafter.

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.

11 BG (s) being furnished will be honoured under all conditions. Any doubt about the genuineness of stamp-paper used in BG will not render BG invalid because stamp-paper has been purchased by The vendor/contractor of Central Railway CSMT, Mumbai namely

M/s.....for contract no..... dated ..... and, therefore, is responsible for its genuineness.

Note : (\*)(\*\*) strikeout whichever is not applicable.

Date .....

Place .....

Witness .....

Signature.....

Printed Name.....

.....  
(Designation)

.....  
Bank's Common Seal